

AGENDA

Thursday, April 8, 2021 - 6:00 PM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2021-17

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 Community Development 2021 Action Plan. (Rodney Cook, Health, Housing & Human Services)

II. 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. Department of Transportation & Development

1. Approval of a Contract with Baker Rock Crushing Co. Inc. dba Baker Rock Resources for the All Roads Transportation Safety ("ARTS") Rural Systemic Safety Project. Contract value \$929,648.65 which is budgeted in the DTD project coming from County Roads Funds \$72,326.67 and ODOT Arts Grant \$857,321.99. – Procurement

III. 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.)*

IV. COUNTY ADMINISTRATOR UPDATE

V. 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>

April 8, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Public Hearing on the Proposed Community Development 2021 Action Plan

Purpose/Outcomes	A Public Hearing before the Board of County Commissioners to review the past performance of the County's Community Development programs, and to review the Proposed 2021 Community Development Action Plan.
Dollar Amount and Fiscal Impact	Application for \$2,253,017 in Community Development Block Grant (CDBG) funds, \$1,006,963 in HOME funds, and \$192,629 in Emergency Solutions Grant (ESG) funds during the 2021 program year.
Funding Source	U.S. Department of Housing and Urban Development No County General Funds are involved.
Duration	Effective July 1, 2021 and terminates on June 30, 2022
Previous Board Action	2020 Action Plan and the 2-Year Funding Recommendations were approved by the BCC on April 30, 2020 - agenda item
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities 2. Build a strong infrastructure
Contact Person	Mark Sirois, Community Development Manager - (503) 321-7240
Contract No.	N/A

BACKGROUND:

The Clackamas County Community Development Division (CDD) of the Health, Housing and Human Services Department requests a public hearing before the BCC to receive public testimony and to review the 2021 One-Year Action Plan. This public hearing will satisfy a U.S. Department of Housing and Urban Development (HUD) requirement that the public be given an opportunity to review and comment on the FY2021 funding recommendations for the County's Community Development programs.

The Action Plan implements the goals of the 2017-2021 Consolidated Plan and serves as the annual application for HUD funding. The Plan also includes a list of Funding Recommendations for projects selected for funding in the program years 2020 and 2021. The DRAFT Action Plan is currently posted at our county webpage at <https://www.clackamas.us/communitydevelopment/maps.html> and available for public comment until Monday, April 26, 2021.

Healthy Families. Strong Communities.

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

www.clackamas.us

Public Hearing Notice advertisements were also placed in all County newspapers on March 24 and 25 to request public testimony at the public hearing as well as how to contact County staff with any questions. A link to the draft Action Plan was provided for public review and comment.

The hearing will consist of three parts:

- 1) A review of the past performance of the County's Community Development programs;
- 2) A review of the Proposed 2021 Community Development Action Plan; and
- 3) An open discussion period during which citizens may testify on the plan or the County's community development needs.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners take the following actions:

- 1) Hold a Public Hearing to review past performance of the County's Community Development program and to review the Proposed 2021 Action Plan;
- 2) Direct the Community Development Division 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 Action Plan and other materials necessary for applying for FY 2021 CDBG, HOME, and ESG funds; and
- 3) Place approval of the 2021 Action Plan on the Board of County Commissioners' consent agenda for adoption at the May 6, 2021 meeting.

Respectfully submitted,

A handwritten signature in blue ink that reads "Mary Kumbauge for Rod Cook". The signature is written in a cursive style.

Rodney A. Cook, Interim Director

Attachments:

- HUD 2021 Allocations letter
- FY 2020 and 2021 Funding Recommendations
- Proposed 2021 Community Development Action Plan
- Public Notice of the Public Hearing



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

February 25, 2021

Mrs. Tootie Smith
Chairperson of the Board of Commissioners of Clackamas County
2051 Kaen Road
Oregon City, OR 97045-4035

Dear Chairperson of the Board of Commissioners Smith:

I am pleased to inform you of your jurisdiction’s Fiscal Year (FY) 2021 allocations for the Office of Community Planning and Development’s (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low- and moderate-income persons and special needs populations across the country. Public Law 116-260 includes FY 2021 funding for these programs. Your jurisdiction’s FY 2021 available amounts are as follows:

Community Development Block Grant (CDBG)	\$2,253,017
Recover Housing Program (RHP)	\$ 0
HOME Investment Partnerships (HOME)	\$1,006,963
Housing Opportunities for Persons With AIDS (HOPWA)	\$ 0
Emergency Solutions Grant (ESG)	\$192,629

Individuals and families across the country are struggling in the face of four converging crises: the COVID-19 pandemic, the resulting economic crisis, climate change, and racial inequity. Through these bedrock programs, CPD seeks to develop strong communities by promoting integrated approaches that provide decent housing and suitable living environments while expanding economic opportunities for low- and moderate-income and special needs populations, including people living with HIV/AIDS. We urge grantees to strategically plan the disbursement of grant funds to provide relief for those affected by these converging crises and help move our country toward a robust recovery.

Based on your jurisdiction’s CDBG allocation for this year, you also have \$165,085 in available Section 108 borrowing authority. Since Section 108 loans are federally guaranteed, this program can leverage your jurisdiction’s existing CDBG funding to access low-interest, long-term financing to invest in Opportunity Zones or other target areas in your jurisdiction.

Because the funds are not appropriated by Congress, Housing Trust Fund (HTF) formula allocations will be announced at a later date under separate cover.

HUD continues to emphasize the importance of effective performance measurements in all its formula grant programs. Proper reporting in the Integrated Disbursement and Information System (IDIS) is critical to ensure grantees comply with program requirements and policies, provide demographic and income information about the persons that benefited from a community's activities, and participate in HUD-directed grantee monitoring. Your ongoing attention to ensuring complete and accurate reporting of performance measurement data continues to be an invaluable resource with regard to the impact of these formula grant programs.

The Office of Community Planning and Development is looking forward to working with you to promote simple steps that will enhance the performance of these critical programs and successfully meet the challenges that our communities face. If you or any member of your staff have questions, please contact your local CPD Office Director.

Sincerely,



James Arthur Jemison II
Principal Deputy Assistant Secretary
for Community Planning and Development

Funding Recommendations
for the
2020-2021 Community Development Block Grant Program
and the
2020-2021 HOME and Emergency Shelter Grant Programs

Community Development Block Grant
City Projects

2020

2021

Canby

- | | |
|--|------------------|
| <p>1. ADA Ramp and Sidewalk Improvements
 ADA ramp and sidewalk improvements within Canby, north and south of Hwy. 99E and other areas as needed.</p> | <p>\$120,000</p> |
|--|------------------|

Estacada

- | | |
|---|------------------|
| <p>2. Estacada Economic Development CLT Gap Financing
 Funding for the City of Estacada to assist Sauter in the creation of four jobs benefiting the Estacada community. The specialized wood processing plant will be a state of the art facility can compete globally and locally.</p> | <p>\$120,000</p> |
|---|------------------|

- | | |
|---|------------------|
| <p>3. ADA Main Street and NE 6th Street Crossing
 Improvement at the intersection of Main & NE 6th Ave to reduce the crossing distance for pedestrians and improve visibility of pedestrians for drivers. Adding an ADA accessible crosswalk across NE 6th.</p> | <p>\$110,000</p> |
|---|------------------|

Sandy

- | | |
|--|-----------------|
| <p>4. Sandy ADA Improvements at City Hall
 Removal of architectural barriers to the primary ingress and egress points of Sandy City Hall by installing power-assisted doors to entrance of the building</p> | <p>\$28,800</p> |
|--|-----------------|

Gladstone

- | | |
|---|------------------|
| <p>5. ADA Ramp Work city wide
 Installation or reconstruction of approximately 10 curb ramps to meet current ADA guidelines and improve accessibility and safety for Gladstone residents, particularly the elderly and disabled.</p> | <p>\$100,000</p> |
|---|------------------|

West Linn

6. **Willamette Falls Cultural Center ADA Improvements** \$75,000
ADA improvements at the 1936 former West Linn City Hall building to serve as a regional Multi-Cultural Center dedicated to Arts, Heritage and Culture.

**Community Development Block Grant
Countywide**

2020 2021

-
7. **HeadStart Building Improvements** \$150,000
HeadStart preschool for low-income students building and property improvements in Estacada.
8. **Weatherization Mobile/Manufactured home roofing project** \$75,000 \$75,000
Roof Replacement for owner occupied mobile/manufactured homes located in parks throughout Clackamas County.
9. **2020 2021 Housing Rehabilitation Program** \$536,606 \$497,817
Housing Rehabilitation Programs provide needed home-repair low interest loans and grants to low income households throughout Clackamas County.
10. **Sandy New County Health Clinic** \$350,000
Funding to complete a new clinic in Sandy that will provide dental, health and counseling services to low and moderate income individuals and families in the greater Sandy area.
11. **Security Enhancements for The Village Emergency Shelter** \$ 17,100
Clackamas Womens Services homeless shelter Security gate installation and other safety improvements.
12. **Estacada Community Center HVAC Project** \$66,400
Replace 6 aged all-in-one Heat Pumps located on roof of Estacada Community Center
Moved to 2020 program year
13. **Jannsen Road Permanent Supportive Housing** \$265,000
Interior & Exterior rehabilitation of Jannsen Road Apartments, a 9 unit permanent supportive housing project for low-income families.

14. Love INC. Facility For Homeless Services	\$450,000	
Funding to build a centralized hub to increase accessibility and effectiveness of resources and support for an increasing number of low income households in Clackamas County. CANCELLED		
15. Molalla Adult Center HVAC Upgrades	\$100,000	
Molalla Adult Community Center upgrades will provide regulated temperatures and efficiency to a Center that serves as a registered Warming Center and Cooling Center in Clackamas County.		
16. WeBUILT 2 Property Purchase in Clackamas		\$245,000
Purchase property adjacent to current project to build 8 larger living units for disabled persons with job development activities matching veteran mentors to disabled persons desiring work. Moved to 2020 program year		
17. Optional Emergency Assistance	\$80,000	\$25,000
Emergency assistance to individuals or agencies for emergency assistance due to a fire, landslide, snowstorm, flood or other such emergency.		

Community Development Block Grant

PUBLIC SERVICES

2020

2021

18. Clackamas County Employment Investment Program	\$50,000	\$40,000
The Clackamas County Employment Investment Program (CCEIP) assists low-income Clackamas County residents with significant barriers to employment on their path to self-sufficiency.		
19. Clackamas County Housing Rights and Resources	\$125,000	\$125,000
Housing Rights & Resources is a partnership between Clackamas County Social Services, Legal Aid & Fair Housing Council to promote fair housing & furthers housing opportunity for all.		
20. CWS Children's Programming for Victims of DV and Child Abuse	\$15,000	\$15,000
Mobile advocacy and safety planning for children and families in rural and marginalized communities.		

monitoring and reporting to HUD.

HOME Grant Sub-Total **\$2,345,044** **\$1,006,963**

***Note: 2020 amount includes \$1,300,000 of HOME funds carried forward from prior years**

Emergency Solutions Grant

Unincorporated/Countywide Projects

2020

2021

28. CWS Emergency Shelter for Domestic Violence Survivors	\$41,254	\$41,254
Funding to continue the operation of emergency shelter services for homeless households fleeing domestic and/or sexual violence. Services include shelter, case management, housing referrals, mental health counseling and nutrition.		
29. NHA Annie Ross House Emergency Homeless Shelter	\$58,746	\$58,746
ESG funding to support Annie Ross House Emergency Shelter operations that serves families with children who are currently experiencing homelessness.		

ADMINISTRATION and PLANNING

30. ESG Grant Administration	\$14,050	\$14,400
Emergency Solutions Grant (ESG) grant administration, contract monitoring and reporting		
31. Emergency Solutions Grant HMIS	\$73,303	\$78,229
Funding for ESG Homeless Management Information System to maintain data quality, measure performance, user licensing/training and reporting to HUD.		

ESG Grant Sub-Total **\$187,353** **\$192,629**

Next page – Continuum of Care

Continuum of Care

Unincorporated/Countywide Projects

2020

2021

32. Continuum of Care (CoC) Planning

\$70,591

\$70,591

CoC funding to coordinate and coordinate the homeless count efforts across the county and submit annual funding applications for over \$2 million of HUD Continuum of Care (CoC) funding for county agencies and non-profit providers of services and housing to homeless persons in Clackamas County.

33. CoC HMIS

\$70,862

\$70,862

CoC funding to operate the Homeless Management Information System (HMIS), train users, collect data, validate data and report data to HUD.

34. Youth Homelessness Demonstration Project Planning

\$53,298

Planning, community coordination and outreach to Secure grants to prevent and end youth homelessness

CoC Grant Sub-Total

\$ 194,751

\$ 141,453

All Grants (CDBG, HOME, ESG and CoC) Grand Total

\$5,285,854

\$3,594,062

CLACKAMAS COUNTY COMMUNITY DEVELOPMENT

2021 ACTION PLAN



Clackamas County
Community Development Division
Public Services Building
2051 Kaen Road – Suite 245
Oregon City, Oregon
(503) 655-8591
www.clackamas.us/communitydevelopment/

APRIL 2021 DRAFT

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Annual Action Plan
2021

1

Chair: Tootie Smith

Commissioner: Sonya Fischer

Commissioner: Paul Savas

Commissioner: Martha Schrader

Commissioner: Mark Shull

County Administrator
Gary Schmidt

POLICY ADVISORY BOARD

- Scott Archer, City of Canby
- Jacque Betz, City of Gladstone
- Leanne Moll, City of Rivergrove
- Kay Mordock, City of Johnson City
- Denise Carey, City of Estacada
- John Williams, City of West Linn
- Jason Tuck, City of Happy Valley
- Dan Huff, City of Molalla
- Jordan Wheeler, City of Sandy
- Bryan Cosgrove, City of Wilsonville
- Tony Konkol, City of Oregon City
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- Ann Ober, City of Milwaukie
- Mike Barnett, City of Barlow
- Sherilyn Lombos, City of Tualatin

DEPARTMENT OF HEALTH, HOUSING AND HUMAN SERVICES

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

Community Development Division
Pamela Anderson, Manager
Mark Sirois, Manager

Table of Contents

Executive Summary.....	3
Annual Action Plan 2021	2

PR-05 Lead & Responsible Agencies – 91.200(b).....	8
AP-10 Consultation – 91.100, 91.200(b), 91.215(l).....	10
AP-12 Participation – 91.105, 91.200(c).....	23
AP-15 Expected Resources – 91.220(c)(1,2).....	24
Annual Goals and Objectives.....	32
Projects.....	39
AP-35 Projects – 91.220(d).....	39
AP-38 Project Summary.....	40
AP-50 Geographic Distribution – 91.220(f).....	50
Affordable Housing.....	52
AP-60 Public Housing – 91.220(h).....	54
AP-65 Homeless and Other Special Needs Activities – 91.220(i).....	57
AP-75 Barriers to affordable housing – 91.220(j).....	63
AP-85 Other Actions – 91.220(k).....	65
Program Specific Requirements.....	71

ATTACHMENT A – Public Comments

ATTACHMENT B

ATTACHMENT C – Certifications and SF424 Grant Agreements

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Clackamas County Community Development is a division within the larger Clackamas County Health, Housing and Human Services Department that includes the Behavioral Health, Public Health, Health Centers, Social Services, the (public) Housing Authority and the Children, Families and Community Connections divisions. Clackamas County is mostly a rural county geographically with a large area of national forest land, but since most of the population lives in urbanized areas, the county is considered an "Urban County" by HUD.

This past year has been the COVID pandemic year with added wildfire and winter ice storm emergencies.

All COVID grants and funding, activities and contracts has been in coordination with the County's Emergency Operations Center.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Community Development Division staff have used community survey data, public meeting comments, public housing waitlist information, Portland metropolitan area housing information and several reports to select the following goals to accomplish over the next 5 years (2017 to 2021):

1. Community Infrastructure Improvements - 10,000 persons to benefit.
2. Public Facilities Improvements - 7,500 persons to benefit.
3. Public Services - 10,000 persons will benefit.
4. Housing Rehabilitation - 150 households will benefit.
5. Affordable Housing - 260 households will benefit.
6. Homeless Assistance - 1,750 homeless persons will be assisted with shelter and services.

Six (6) Assessment of Fair Housing Goals have been included in the 2017-2021 Consolidated Plan.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The Clackamas County Community Development Division has been a major partner and funder of many affordable housing projects, most of the senior centers and many neighborhood improvement projects throughout the county over the last 20 years. The impact of projects and services supported with grant funds is often limited by the federal grant regulations and the actual annual funding levels although communities and non-profit partners do bring private resources to leverage the federal funds. Clackamas County Community Development Division continues to expend federal funds efficiently and effectively within the bounds of federal regulations. Slow moving projects are cancelled allowing funds to be reallocated to projects that are on track to be completed as scheduled.

Clackamas County coordinates with and provides staff support to the homeless Continuum of Care.

Clackamas County has recently completed an Assessment of Fair Housing and established the following goals for program years 2017 to 2021:

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.
2. Increase accessibility to affordable housing for persons with disabilities and single parent familial status households. (households with children under 18 yrs.).
3. Improve access to housing and services for all protected classes.
4. Enforce Fair Housing laws and Increase public understanding of Fair Housing laws.
5. Coordinate Fair Housing Advocacy and Enforcement Efforts among regional partners
6. Ensure that all housing in Clackamas County is healthy and habitable.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Clackamas County Community Development Division maintains a Citizen Participation list of persons interested in programs and services funded by federal grants. Public meeting notices are posted in community newspapers and notices of funding availability are distributed throughout the county through newspapers, social media and email lists.

The community participation process for selecting Clackamas County's fair housing goals included 10 public meetings, three separate surveys during April, May and June of 2016 and consultations with 23 community agencies. A total of 310 people responded to a community survey, a public housing resident survey and a Spanish language survey. Some surveys were mailed to groups and all surveys were available on paper and online.

The Continuum of Care homeless services providers and public housing residents are engaged in annual public meetings to discuss programs, projects and services.

The general public is also invited and engaged through solicitation of feedback through community online surveys and public meetings.

The 2021 Action public participation process included newspaper advertisements, email distribution of meeting notices, a public meeting on February 24, 2021. The Draft Action Plan was posted on our website for public review and comment on March 25, advertised in local newspapers and an email notice was sent to a list of persons interested in our community development program. The review and comment period closed on April 26. All comments were accepted and are included in this plan as Appendix A.

A public hearing with the Board of County Commissioners on April 8, 2022, to report on program performance and to accept any public testimony. The Action Plan is scheduled to be approved by the Board for submittal to HUD on May 6, 2021 in a public hearing.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

A Public meeting was held on February 24, 2021 and April 8 to gather public comments on housing and community development needs.

Comments were in favor of proposed projects and requested additional affordable housing options throughout the county. Public comments included inquiries into the timeline for next funding cycle, proposed projects and services and the CDBG, HOME and ESG application process.

The draft 2021 Action Plan will be posted for review and comment from March 25, 2021 to April 26, 2021. Comments submitted by email suggested more homeless services and affordable housing options. The final plan will be approved by the board on May 6, 2021.

6. Summary of comments or views not accepted and the reasons for not accepting them

All public comments were accepted and included in this plan as an Attachment A.

7. Summary

Clackamas County was severely impacted this past year by the COVID Pandemic, forest wildfires and a winter ice storm that did severe damage to power lines and the electrical power grid in Clackamas County.

The public comment period on the 2021 Action Plan was from March 25 to April 26, 2021 and the public hearing was held on April 8, 2021.

All comments were in support of homeless services, affordable housing projects and first time home owner programs. Comments also included a request for assistance with community planning efforts to develop affordable housing units and homeless services.

All comments were accepted and are included in Appendix A. The Board of County Commissioners are scheduled to review and approve the final plan on May 6, 2021.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	CLACKAMAS COUNTY	
CDBG Administrator	CLACKAMAS COUNTY	Community Development Division
HOPWA Administrator	City of Portland, Oregon	City of Portland/Cascade AIDS Project
HOME Administrator	CLACKAMAS COUNTY	Community Development Division
ESG Administrator	CLACKAMAS COUNTY	Community Development Division
HOPWA-C Administrator	CLACKAMAS COUNTY	Community Development Division

Table 1 – Responsible Agencies

Narrative (optional)

Clackamas County Community Development is a division within the larger Clackamas County Health, Housing and Human Services Department that includes the Behavioral Health, Public Health, Health Centers, Social Services, the (public) Housing Authority, Community Solutions (workforce programs) and Children Youth and Families divisions.

Clackamas County receives no HOPWA funds. Services for persons with AIDS are provided by the Cascade AIDS Project (CAP) in the nearby City of Portland, Oregon.

Consolidated Plan Public Contact Information

Office location: Community Development Division in the Public Services Building 2051 Kaen Road – Suite 245 Oregon City, Oregon (503) 655-8591

Community Development Website: <http://www.clackamas.us/communitydevelopment/>

Clackamas County Housing and Community Development website includes maps of low/mod income areas, funding policies, meeting notices, meeting schedules, Consolidated Plans, annual Action Plans, information on HOME repairs grants and loans, and other programs.

Staff Contacts:

Mark Sirois, Community Development Manager: 503-655-8591 or at marksir@clackamas.us

Pamela Anderson, Community Development Manager: 503-655-8591 or at panderson@clackamas.us

Steve Kelly, Project Coordinator: stevekel@clackamas.us

Amy Council, Project Coordinator: acouncil@clackamas.us

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Clackamas County is an urban and rural county within the Portland/Vancouver metropolitan statistical area. Clackamas County provides the bulk of the social services, assisted housing services and public housing to low-income residents in the county. Clackamas County provides federal funding to non-profit housing developers to build, purchase and maintain assisted housing throughout the county.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

Clackamas County Community Development Division (CDD) coordinates activities between public housing and assisted housing agencies through funding and reporting outcomes to state and federal agencies. The local public housing authority is a part of Clackamas County's Health, Housing and Human Services Department. Nonprofit and for profit housing developers and housing providers are in regular contact with CDD staff about project ideas and potential state and federal grants that could be combined with CDBG and HOME funds for a successful housing project proposal. The HOME program provides vital funding to affordable housing providers that also apply for state tax credit funding as one of few sources of funds available to develop affordable housing units in the rural parts of Clackamas County.

The Clackamas County Health, Housing and Human Services (H3S) Department includes; a public housing authority, a community development division, a public health division, a social services division, a behavioral health division and a primary care division. H3S is often a convener of agencies to apply for funding, build facilities and provide services to vulnerable populations. In some cases the county provides the services, and in other cases non-profit agencies provide the housing or services. CDBG funds also provide support for the Housing Rights and Resources program, an H3S program in the Social Services Division. This program provides housing referral and information on all available housing services and resources to residents in need of affordable housing and related services.

CDD consults directly with the county primary care health facilities and health services to coordinate services and projects.

CDD consults directly with local governments (15 cities and towns in Clackamas County) regarding public facilities and infrastructure projects. Adjacent governments including City of Portland, Multnomah County and Washington County are contacted regularly regarding public meetings however due to scheduling conflicts staff from these governments rarely attend our public meetings.

Currently CDD has business and civic leaders engaged in the community and housing development needs assessment through their activities on non-profit boards, planning councils and commissions. Some non-profit agencies are considered civic organizations. CDD will continue to reach out to community groups that include civic and business leaders in the community. CDD is currently nurturing business contacts on the Housing Advisory Board that guides the Housing Authority of Clackamas County and county-wide affordable housing policy.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

H3S Community Development Division (CDD) personnel administer the Continuum of Care (CoC) annual renewal application process and the Homeless Management Information System (HMIS). The same CDD office uses CDBG, ESG and CoC funds to support homeless services and for the Homeless Point in Time (PIT) count of homeless persons. This year the count was conducted using only Homeless Management Information data and the Coordinated Housing Access data on housing requests.

H3S Community Development Division (CDD) personnel administer the Continuum of Care (CoC) annual renewal application process and the Homeless Management Information System (HMIS). The annual Continuum of Care renewal application funds over \$2,500,000 of services and rent assistance to homeless persons in the county. CoC efforts secure services and support for over 784 persons including 63 chronically homeless persons and 207 persons in veteran households (based on the CoC 2019 Housing Inventory Chart.)

Clackamas County is collaborating with Multnomah and Washington Counties in an ambitious and needed effort to create a PSH Plan for the tri-county region. The Corporation for Supportive Housing (CSH – www.csh.org) is leading the process with consultants from Context for Action, who are leading the community engagement processes in Washington and Clackamas County. Clackamas County CoC, CSH and Context for Action will convene key stakeholders from Clackamas County to participate in an ad-hoc Technical Advisory Group (TAG) to review key data, identify key levers, and provide context expertise on the region.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The CDD staff coordinate the Continuum of Care monthly meetings and the CoC governing board activities. The CoC policies and ESG program policies were developed with both CoC and ESG homeless services providers. The CoC reviewed and adopted the current CoC and ESG policies in December 2019.

CDD personnel also provide the HMIS training and support for CoC and ESG providers. The monthly CoC activities and quarterly performance reports are coordinated by the same CDD staff that coordinates the ESG funding applications and awards process. The FY 2020-2021 ESG funding recommendations were presented to the CoC Steering Committee on February 26, 2020. CoC providers, the local public housing agency and all the agencies in the Continuum of Care are engaged in addressing the needs of homeless persons.

The CoC consults with Children, Families and Community Connections, a Workforce Investment Act partner and division of H3S, to conduct employment related training for homeless persons.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

<p>1</p>	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p>	<p>Housing Authority of Clackamas County</p> <p>Housing PHA Services - Housing Services-Persons with Disabilities Services-homeless</p> <p>What section of the Plan was addressed by Consultation?</p> <p>Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy</p> <p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p> <p>The Housing Authority is staffed by Clackamas County employees. The Housing Authority Director reports to the H3S Department Director and coordinates housing activities with the entire department including the Community Development Division. The anticipated outcomes are coordinated efforts to preserve, maintain and build affordable housing units for low income residents as well as coordinated social services, primary health care, mental health services, fair housing events and employment training.</p>
<p>2</p>	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p>	<p>NORTHWEST HOUSING ALTERNATIVES</p> <p>Housing Services - Housing Services-Victims of Domestic Violence Services-homeless</p>

<p>What section of the Plan was addressed by Consultation?</p>	<p>Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy</p>
<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Northwest Housing Alternatives (NHA) is one of a few non-profit housing developers in Clackamas County. NHA staff are active on the Continuum of Care homeless council as a provider of homeless housing services and homeless prevention services with ESG funding, local government funding and private foundation funding.</p>
<p>Agency/Group/Organization</p>	<p>CLACKAMAS WOMEN'S SERVICES</p>
<p>Agency/Group/Organization Type</p>	<p>Housing Services-Children Services-Victims of Domestic Violence Services-homeless Business and Civic Leaders</p>
<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Homeless Needs - Families with children Homelessness Strategy</p>
<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Clackamas Womens Services is an active participant in the homeless Continuum of care as well as an HESG services provider. The agency is one of a few victim services providers in our county.</p>

4	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p> <p>What section of the Plan was addressed by Consultation?</p> <p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Northwest Family Services</p> <p>Services - Housing Services-Children Services-Victims of Domestic Violence Services-homeless</p> <p>Homeless Needs - Families with children</p> <p>Northwest Family Services provides culturally specific homeless services in Clackamas County and contributes to the Continuum of Care homeless planning efforts.</p>
5	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p>	<p>CLACKAMAS COUNTY</p> <p>Housing PHA Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless Services-Health Services-Employment Service-Fair Housing Health Agency Child Welfare Agency Agency - Emergency Management Other government - County</p>

	<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy</p>
	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Clackamas County brings together numerous services to low-income, elderly, disabled and homeless people including housing, job training, health services, mental health crisis center and senior center services and meals on wheels to the elderly. The Clackamas County Health, Housing and Human Services (H3S) Department includes; a public housing authority, a community development division, a public health division, a social services division, a behavioral health division and a primary care division. H3S is often a convener of agencies to apply for funding, build facilities and provide services to vulnerable populations. In some cases the county provides the services, and in other cases non-profit agencies provide the housing or services. Consultation with the County Public Health Division on lead-based paint hazards is guided by State of Oregon Health Authority (OHA). If there is a complex case or child whose blood lead levels are not improving, an inspection of the home environment can be done, this is requested from OHA. OHA also provides the follow up on adult/occupational high lead level reports.</p>
6	<p>Agency/Group/Organization</p>	<p>CENTRAL CITY CONCERN</p>
	<p>Agency/Group/Organization Type</p>	<p>Housing Services-Persons with Disabilities Services-homeless Business Leaders</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Homelessness Strategy</p>

	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>This agency provides services and housing through the homeless Continuum of Care.</p>
7	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p> <p>What section of the Plan was addressed by Consultation?</p> <p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Cascade AIDS Project</p> <p>Housing Services-Persons with HIV/AIDS</p> <p>HOPWA Strategy</p> <p>This agency is the only provider in the metro Portland Area that provides services to persons with AIDS.</p>
8	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p> <p>What section of the Plan was addressed by Consultation?</p>	<p>LEGAL AID SERVICES OF OREGON</p> <p>Services-homeless</p> <p>Service-Fair Housing</p> <p>Public Housing Needs</p> <p>Homelessness Strategy</p> <p>Non-Homeless Special Needs</p> <p>Market Analysis</p>

	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Legal Aid Services of Oregon (LASO) is a partner of our Housing Rights and Resources program and included in all fair housing planning efforts LASO is a regional and statewide legal aid organization that is a partner with Clackamas County to provide training to housing agencies, tenants, landlords and the general public. LASO also provides eviction prevention services.</p>
9	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p>	<p>STATE OF OREGON DEPARTMENT OF HUMAN SERVICES</p> <p>Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless Services-Employment Other government - State</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy</p>
	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>This State of Oregon TANF agency is located in our county and actively participates in the homeless Continuum of Care planning, meetings and governance.</p>
10	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p>	<p>LIFEWORKS NORTHWEST</p> <p>Services-homeless Services-Employment Business Leaders</p>

	<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Homeless Needs - Chronically homeless Homelessness Strategy</p>
	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>This agency provides outreach and health services to homeless youth. This agency is part of the homeless Continuum of Care.</p>
11	<p>Agency/Group/Organization</p>	<p>MULTNOMAH COUNTY</p>
	<p>Agency/Group/Organization Type</p>	<p>Services-homeless Other government - County Regional organization Planning organization Civic Leaders</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs</p>
	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Clackamas County staff participate in the Fair Housing Advocacy Committee (FHAC) that sponsored by Multnomah County, Gresham, and the City of Portland to advocate for policies, strategies, and resources to affirmatively further fair housing throughout Multnomah County. FHAC meetings are open to the public and public testimony is invited. For more information, visit www.portlandoregon.gov/phb/fairhousing.</p>

12	Agency/Group/Organization Agency/Group/Organization Type	URBAN LEAGUE Regional organization Business Leaders Civic Leaders Foundation
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Urban League of Portland has been invited to participate in homeless planning efforts in Clackamas County. The Urban League DCL Organizing Project is a capacity building project in the African American community, to maximize our community power to impact city, county and state institutions and elected bodies. The focus of the program has been to increase advocacy and civic engagement by organizing individuals, developing leaders, strengthening partnerships among African American and other communities of color.

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Clackamas County, Oregon	Homeless Services, programs and housing

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Assessment of Fair Housing 2017-2021	Clackamas County, Oregon	The Fair Housing goals are part of this annual Action Plan
Public Housing Plan	Housing Authority of Clackamas County	The PHA housing improvements and housing development efforts are included in the annual Action Plan
Affordable Housing Bond Measures	Metro Council	The Metro Council voted unanimously in June 2018 to send an affordable housing funding measure to the November ballot, asking voters whether the average homeowner should pay \$60 per year to help provide housing for 12,000 people. The bond measure passed to provide funding for affordable housing throughout the region including Clackamas County in support of Consolidated Plan Goals, PHA goals and County strategic plan goals. A second bond measure passed to provide funding for homeless services.
Tri-county Affordable Housing Strategy	Corporation for Supportive Housing	The City of Portland/Multnomah County Joint Office on Homeless Services received a grant from Metro to create a Permanent Supportive Housing (PSH) Plan for the tri-county region. The Corporation for Supportive Housing (CSH www.csh.org) will lead the process with a team of consultants. Using data driven strategies, CSH intends to engage in a multi-jurisdictional effort to determine approximately how much PSH is needed to greatly reduce chronic homelessness. In addition to the data, the project team will assemble a multi-jurisdictional steering committee

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The Housing Authority of Clackamas County has developed a Local Implementation Plan to provide services to homeless and low-income households throughout the county with the Metro Bond Services funds.

Continuum of Care annual plans reduce homelessness by providing services to move homeless persons into permanent housing and in many cases with supportive services to reduce the re-occurrence of homelessness.

AP-12 Participation – 91.105, 91.200(c)

- Summary of citizen participation process/Efforts made to broaden citizen participation**
Summarize citizen participation process and how it impacted goal-setting

The Citizen Participation process for this Action plan began in 2016 with a community needs assessment, small group meetings with stakeholders, an online survey, public meetings and public hearings. Legal Notice Advertisements for each public meeting were placed in all county newspapers and sent by email to all interested persons. The public meetings are held every year and for the 2021 Action Plan were held on February 24, 2021. The public hearing with the Board of County Commissioners was held on April 8, 2021.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Clackamas County Housing and Community Development Division works closely with the Housing Authority of Clackamas County, the County Behavioral Health Program, the homeless services Continuum of Care, non-profit agencies and the local County Social Service agencies to secure and administer many sources of funding for services, programs and rent assistance to benefit low-income residents of Clackamas County. This past year and the coming year will include numerous COVID CARES ACT funds for homeless services throughout the county.

These expected resources are estimates based on historical funding trends, amounts to be matched and leveraged.

HOME Project-Related Soft Costs

When HOME funds are allocated to an affordable housing project (as opposed to TBRA or CHDO operating), Clackamas County will have the option of charging reasonable and necessary staff and overhead support to the project as project-related soft costs. These may include:

- Processing of applications for HOME funds
- Appraisals required by HOME regulations
- Preparation of work write-ups, specifications, and cost estimates or review of these items if an owner has had them independently

prepared

- Project underwriting
- Construction inspections and oversight
- Project documentation preparation
- Costs associated with a project-specific environmental review
- Relocation and associated costs
- Costs to provide information services such as affirmative marketing and fair housing information to prospective tenants
- Staff and overhead costs related any of the above actions

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,253,017	100,000	0	2,353,017	0	The FY 2021 program year is the last of the 5-year Consolidated Plan. There are no funds remaining for this Consolidated Plan

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	1,006,963	50,000	0	1,056,963	0	The FY 2021 program year is the last of the 5-year Consolidated Plan. There are no funds remaining for this Consolidated Plan

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	192,629	0	0	192,629	0	The FY 2021 program year is the last of the 5-year Consolidated Plan. There are no funds remaining for this Consolidated Plan

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$	
Section 108	public - federal	Acquisition Economic Development Multifamily rental rehab Public Improvements Other	0	0	0	0	Section 108 Loan Guarantee Program: Clackamas County Housing and Community Development Division (HCD) has been awarded \$11,100,000 by the Section 108 Loan Guarantee Program administered by the U.S. Department of Housing and Urban Development (HUD) under 24 CFR 570, Subpart M Loan Guarantees. Section 108 Loan Guarantee funds will be used to support affordable housing and community development projects that support low/moderate-income households and deliver positive economic benefits for the County. Funding decisions will be guided by the 5-Year Consolidated Plan and the HUD approved Assessment of Fair Housing (AFH) Plan.
			0	0	0	0	Expected Amount Available Remainder of ConPlan \$ 11,100,000

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG Program: Resources reasonably expected to be made available to supplement CDBG funds include local matching to be contributed by

Annual Action Plan
2021

project sponsors. Matching contributions (cash or in-kind) equivalent in value to a minimum of 20% of the project cost are required by County policies. It is anticipated that funding available to finance community development activities from local matching sources will total at least \$1,000,000. CDBG anticipates approximately \$100,000 of program income per year from the Housing Rehabilitation program loan repayments. For FY 2021, CDBG program income was a total of \$574,325 due to the low interest rate on home mortgages which allowed households to refinance and payoff the housing rehab loans.

The Continuum of Care application process will renew at least \$2,700,000 of funding annually for homeless services, programs and rent assistance for homeless individuals and families. In 2020 CoC was eligible to apply for an additional \$294,949 of funds in "bonus" projects however these projects were not awarded funds. In 2021 HUD will renew existing CoC contracts awarded the Clackamas Continuum a total of \$2,987,102 which includes additional funding due to increased Fair Market Rent (FMR) rates.

HOME Program Income

HOME Program Income (PI) is generated from the repayment of HOME loans that the county has made to affordable housing projects. As provided for in the 2016 HOME Interim Rule, Clackamas County will retain HOME PI that is received during the program year, and allocate it to a specific project or projects in the subsequent program year. For the program year ending June 30, 2020, the county anticipates that it will retain approximately \$50,000 of HOME PI, and will allocate the PI to a HOME multi-family housing project in the upcoming program year.

HOME Match Funds: The HOME match requirement of 25% will be met either by eligible contributions, computing the value of annual property tax exemptions, or by drawing down the required match amounts from the county's excess HOME match reserve of approximately \$1.3 million

ESG funds will be matched using private donations, local and state homeless prevention funds (EHA).

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

No publically owned land is available for this purpose.

Discussion

The Housing and Community Development Division will continue to partner with the Housing Authority of Clackamas County, the County Behavioral Health Program, the County Health Centers, the Continuum of Care, non-profit agencies, for profit housing developers and the local County Social Service agencies to explore new programs, services and financial resources for programs and services that benefit our low-income and special needs residents.

Anticipated Resources amounts are based on anticipated funding levels, anticipated program income, prior year funds carried forward and expected matching funds on individual community projects.

HOME Program Income

For the program year ending June 30, 2021, the county anticipates that it will retain approximately \$50,000 of HOME PI, and will allocate the PI to a HOME multi-family housing project in the upcoming program year.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing	2017	2021	Affordable Housing	Countywide	Affordable Housing	HOME: \$2,000,000	Rental units constructed: 300 Household Housing Unit Rental units rehabilitated: 100 Household Housing Unit Direct Financial Assistance to Homebuyers: 25 Households Assisted Tenant-based rental assistance / Rapid Rehousing: 100 Households Assisted
2	Housing Rehabilitation	2017	2021	Affordable Housing	Countywide	Affordable Housing	CDBG: \$1,000,000	Rental units rehabilitated: 50 Household Housing Unit Homeowner Housing Rehabilitated: 100 Household Housing Unit
3	Public Services	2017	2021	Non-Homeless Special Needs	Countywide	Non-housing Community Development	CDBG: \$1,000,000	Public service activities other than Low/Moderate Income Housing Benefit: 10000 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Homeless Assistance	2017	2021	Homeless	Countywide	Homelessness	ESG: \$600,000	Homeless Person Overnight Shelter: 1750 Persons Assisted
5	Public Facilities Improvements	2017	2021	Non-Housing Community Development	Countywide	Non-housing Community Development	CDBG: \$1,000,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 7500 Persons Assisted
6	Community Infrastructure Improvements	2017	2021	Non-Housing Community Development	Countywide	Non-housing Community Development	CDBG: \$1,500,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 10000 Persons Assisted
7	AFH Goal: Develop new housing units	2017	2021	AFH Goal 1	Countywide	Affordable Housing		Other: 500 Other
8	AFH Goal: Increase accessibility to housing	2017	2021	AFH Goal 2	Countywide	AFH: 1. Lack of affordable, accessible housing in AFH: 6. Housing accessibility modifications		Other: 1 Other
9	AFH Goal: Housing access for protected classes	2017	2021	AFH Goal 3	Countywide	AFH: 1. Lack of affordable, accessible housing in AFH: 2. Availability of affordable units Affordable Housing		Other: 1 Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
10	AFH Goal: Fair Housing laws and Increase public	2017	2021	AFH Goal 4	Countywide	AFH: 7. Private discrimination AFH: 8. Lack of public fair housing enforcement AFH: 9. Lack resources for fair housing agencies		Other: 400 Other
11	AFH Goal: Coordinate Fair Housing efforts	2017	2021	AFH Goal 5	Countywide	AFH: 7. Private discrimination AFH: 8. Lack of public fair housing enforcement		Other: 1 Other
12	AFH Goal: Healthy and Habitable Housing	2017	2021	AFH Goal 6	Countywide	AFH: 2. Availability of affordable units		Other: 1 Other

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Affordable Housing
	Goal Description	Affordable Housing projects will be completed in partnership with non-profit and private housing developers.

2	Goal Name	Housing Rehabilitation
	Goal Description	Housing Rehabilitation for home owners and renters will be provided by the Housing Rehabilitation program and in partnership with non-profit housing developers.
3	Goal Name	Public Services
	Goal Description	Public Services will be provided in partnership with social services agencies, mental health organizations, employment training agencies and non-profit organizations.
4	Goal Name	Homeless Assistance
	Goal Description	Homeless assistance is provided through Emergency Solutions Grants and Continuum of Care funding and services. The estimated goals are based on the assumption that annual funding will remain at current year levels.
5	Goal Name	Public Facilities Improvements
	Goal Description	Public Facilities will be built or improved in partnership with non-profit agencies and cities.
6	Goal Name	Community Infrastructure Improvements
	Goal Description	Community Infrastructure needs will be resolved in partnership with communities.
7	Goal Name	AFH Goal: Develop new housing units
	Goal Description	AFH 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. Metrics, milestones and timeframes: Construct 500 new units of affordable (rent restricted units) housing over the next 5 years in areas of high opportunity.

8	<p>Goal Name</p> <p>Goal Description</p>	<p>AFH Goal: Increase accessibility to housing</p> <p>Metrics, milestones and timeframes:</p> <p>By 2018 begin collecting data on persons with disabilities access to home ownership and rental units in the jurisdiction.</p> <p>Beginning in 2017 promote the availability of any new affordable housing units directly to persons with disabilities and female head of households.</p>
9	<p>Goal Name</p> <p>Goal Description</p>	<p>AFH Goal: Housing access for protected classes</p> <p>Race and National Origin are protected classes. Both the Hispanic population and the LEP population (a subset of the National Origin protected class) is growing in the region and in the jurisdiction. The jurisdiction plans to provide more information about housing programs directly to LEP populations in additional languages including Russian and Chinese.</p> <p>Metrics, milestones and timeframes:</p> <p>By 2018, provide information to housing programs in 2 additional languages for the Housing Rehabilitation program.</p>

<p>10</p>	<p>Goal Name</p>	<p>AFH Goal: Fair Housing laws and Increase public</p>
<p>Goal Description</p>	<p>Private discrimination in access to housing continues to occur in the jurisdiction and the region. Clackamas County has the Housing Rights and Resources (HRR) Program to increase public awareness about fair housing and to provide tenants and landlords information about their rights and responsibilities in fair housing. When staff determine that a potential housing discrimination has occurred a referral is made to Legal Aid or to Fair Housing Council for further exploration. Between July 1, 2015 and June 30, 2016, more than 2000 people called this program for housing information. More than 800 callers were assisted with rights and responsibilities information. 80 of the callers were calling with a specific discrimination issue which was clarified by HRR staff and as appropriate, callers were referred to Legal Aid Services of Oregon. The HRR program serves a vital function to screen appropriate cases to Legal Aid services. The jurisdiction will explore funding and partnership options to expand these legal services.</p> <p>Metrics, milestones and timeframes:</p> <p>Annually, at least 400 landlords and renters will receive information on fair housing laws and training on rights and responsibilities of tenants and landlords. (2000 people over 5 years).</p> <p>The number of potential discrimination referrals to Legal Aid and Fair Housing Council by Housing Rights and Resources program will be compiled and reported to HUD in CAPER reports.</p>	
<p>11</p>	<p>Goal Name</p>	<p>AFH Goal: Coordinate Fair Housing efforts</p>
<p>Goal Description</p>	<p>Regional partners continue to coordinate efforts to promote and expand fair housing laws and improve housing choice for all protected classes. Regional partners are coordinating efforts with the Fair Housing Council of Oregon to collect discrimination complaint data for examination and dissemination to local jurisdictions. Improved data collection will boost efforts to make the public more aware of the persistent discrimination that occurs in the private rental housing market.</p> <p>Metrics, milestones and timeframes:</p> <p>By 2019 each jurisdiction in the region will have at least one shared goal regarding fair housing.</p>	

12	Goal Name	AFH Goal: Healthy and Habitable Housing
	Goal Description	<p>Substandard housing conditions including fire danger, mold, rodents and bedbugs may have a disparate impact on protected classes that are more likely to occupy private low rent housing.</p> <p>Metrics, milestones and timeframes:</p> <p>Jurisdiction/County Adoption of a Residential Rental Maintenance Standard by 2020.</p>

Projects

AP-35 Projects – 91.220(d)

Introduction

Projects

#	Project Name
1	CDBG Grant Administration 2021
2	HOME Grant Administration
3	ESG21 Grant
4	CDBG Housing Rehabilitation
5	Estacada Economic Development CLT
6	HOME TBRA
7	HOME Multifamily Housing Project
8	HOME CHDO
9	Sandy ADA Improvements at City Hall
10	ADA Ramp Work in Gladstone
11	HeadStart Building Improvements
12	Weatherization Mobile/Manufactured home roofing project
13	Janssen Road Permanent Supportive Housing
14	Optional Emergency Assistance 2021
15	Clackamas County Employment Investment Program
16	Housing Rights and Resources 2021
17	Children's Programming for Victims of DV and Child Abuse
18	NHA Annie Ross House Shelter Operations
19	Clackamas County Point in Time Count Jan 2023

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation priorities are based on consultation with community members, cities and non-profit agencies providing services throughout the county.

AP-38 Project Summary
Project Summary Information

40

Annual Action Plan
2021

1	Project Name	CDBG Grant Administration 2021
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$445,000
	Description	CDBG grant administration, planning, monitoring and reporting.
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Grant Administration
	Location Description	Grant Administration
	Planned Activities	CDBG grant administration, planning, monitoring and reporting.
	2	Project Name
Target Area		
Goals Supported		
Needs Addressed		
Funding		HOME: \$100,695
Description		Grant administration, contracts, annual project monitoring and reporting to HUD.
Target Date		
Estimate the number and type of families that will benefit from the proposed activities		not applicable
Location Description		not applicable
Planned Activities		HOME Grant administration, contracts, annual project monitoring and reporting to HUD.
3		Project Name
	Target Area	Countywide
	Goals Supported	Homeless Assistance
	Needs Addressed	

	Funding	ESG: \$192,629
	Description	Emergency Solutions Grant (ESG) grant administration \$14,400, contract monitoring and reporting Emergency Solutions Grant Program including Shelter Operations \$100,000 and, Homeless Management Information System (HMIS) \$78,229 reporting and data quality assurance.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Emergency Solutions Grant Program including Administration, Shelter Operations, Rapid Rehousing and Homeless Management Information System (HMIS) reporting and data quality assurance. Project will include ESG CV funding and activities
	Location Description	Countywide
	Planned Activities	Emergency Solutions Grant Program including Administration, Shelter Operations, Rapid Rehousing and Homeless Management Information System (HMIS) reporting and data quality assurance. Project will include ESG CV funding and activities
4	Project Name	CDBG Housing Rehabilitation
	Target Area	Countywide
	Goals Supported	Housing Rehabilitation
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$497,817
	Description	Housing Rehabilitation loans and grants
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	50 households
	Location Description	Countywide
	Planned Activities	Housing Rehabilitation
5	Project Name	Estacada Economic Development CLT
	Target Area	Countywide
	Goals Supported	Community Infrastructure Improvements
	Needs Addressed	Non-housing Community Development

	Funding	CDBG: \$120,000
	Description	Funding to assist in the creation of jobs in Estacada for Cross Laminated Timber industry.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	4 families
	Location Description	Community wide
	Planned Activities	Eligible CDBG Economic Development activities for the creation / retention / expansion of jobs
6	Project Name	HOME TBRA
	Target Area	Countywide
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	HOME: \$200,000
	Description	Tenant Based Rental Assistance
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	20
	Location Description	County wide
	Planned Activities	TBRA eligible activities
7	Project Name	HOME Multifamily Housing Project
	Target Area	Countywide
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	HOME: \$680,268
	Description	HOME Multi family housing projects creation/rehabilitation
	Target Date	6/30/2024

	Estimate the number and type of families that will benefit from the proposed activities	20 households
	Location Description	countywide
	Planned Activities	eligible HOME multifamily creation or rehabilitation housing units
8	Project Name	HOME CHDO
	Target Area	Countywide
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	HOME: \$26,000
	Description	Community Housing Development Organization operations
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	CHDO operations will benefit the organization that serves families that are low to moderate income
	Location Description	countywide
	Planned Activities	CHDO
9	Project Name	Sandy ADA Improvements at City Hall
	Target Area	Countywide
	Goals Supported	Public Facilities Improvements
	Needs Addressed	Non-housing Community Development
	Funding	CDBG: \$28,800
	Description	Removal of architectural barriers to the primary ingress and egress points of Sandy City Hall by installing power-assisted doors to entrance of the building.
	Target Date	3/2/2023
	Estimate the number and type of families that will benefit from the proposed activities	100 people with disabilities who enter the city hall for services and public meetings on an annual basis.
	Location Description	39250 Pioneer Blvd, Sandy, OR 97055

	Planned Activities	Removal of architectural barriers to the primary ingress and egress points of Sandy City Hall by installing power-assisted doors to entrance of the building
10	Project Name	ADA Ramp Work in Gladstone
	Target Area	Countywide
	Goals Supported	Community Infrastructure Improvements
	Needs Addressed	Non-housing Community Development
	Funding	CDBG: \$100,000
	Description	Installation or reconstruction of approximately 10 curb ramps to meet current ADA guidelines and improve accessibility and safety for Gladstone residents, particularly the elderly and disabled.
	Target Date	3/15/2023
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	City of Gladstone, Oregon
	Planned Activities	Installation or reconstruction of approximately 10 curb ramps to meet current ADA guidelines and improve accessibility and safety for Gladstone residents, particularly the elderly and disabled.
11	Project Name	HeadStart Building Improvements
	Target Area	Countywide
	Goals Supported	Public Facilities Improvements
	Needs Addressed	Non-housing Community Development
	Funding	CDBG: \$150,000
	Description	HeadStart preschool for low-income students building and property improvements in Estacada
	Target Date	3/7/2024
	Estimate the number and type of families that will benefit from the proposed activities	200 families that make use of these childcare services
	Location Description	The HeadStart building is in a residential neighborhood at 264 N Broadway St, Estacada, OR 97023

	Planned Activities	HeadStart preschool for low-income students building and property improvements in Estacada
12	Project Name	Weatherization Mobile/Manufactured home roofing project
	Target Area	Countywide
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$75,000
	Description	Roof Replacement for owner occupied mobile/manufactured homes located in parks throughout Clackamas County
	Target Date	3/25/2024
	Estimate the number and type of families that will benefit from the proposed activities	10 householda will be assisted with a roof replacement.
	Location Description	
	Planned Activities	Roof Replacement for owner occupied mobile/manufactured homes located in parks throughout Clackamas County
13	Project Name	Janssen Road Permanent Supportive Housing
	Target Area	Countywide
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$265,000
	Description	Interior & Exterior rehabilitation of Janssen Road Apartments, a 9 unit permanent supportive housing project for low-income families.
	Target Date	3/21/2024
	Estimate the number and type of families that will benefit from the proposed activities	9 households will benefit
	Location Description	
	Planned Activities	Interior & Exterior rehabilitation of Janssen Road Apartments, a 9 unit permanent supportive housing project for low-income families.

14	Project Name	Optional Emergency Assistance 2021
	Target Area	Countywide
	Goals Supported	Public Services
	Needs Addressed	Non-housing Community Development
	Funding	CDBG: \$25,000
	Description	Emergency assistance to individuals or agencies for emergency assistance due to a fire, landslide, snowstorm, flood or other such emergency.
	Target Date	3/7/2024
	Estimate the number and type of families that will benefit from the proposed activities	20 households will be assisted
	Location Description	To be determined
	Planned Activities	Emergency assistance to individuals or agencies for emergency assistance due to a fire, landslide, snowstorm, flood or other such emergency.
15	Project Name	Clackamas County Employment Investment Program
	Target Area	Countywide
	Goals Supported	Public Services
	Needs Addressed	Non-housing Community Development
	Funding	CDBG: \$40,000
	Description	The Clackamas County Employment Investment Program (CCEIP) assists low-income Clackamas County residents with significant barriers to employment on their path to self-sufficiency.
	Target Date	3/14/2024
	Estimate the number and type of families that will benefit from the proposed activities	20 persons or households will be assisted
	Location Description	Office location is at 112 11th St, Oregon City, OR 97045
	Planned Activities	The Clackamas County Employment Investment Program (CCEIP) assists low-income Clackamas County residents with significant barriers to employment on their path to self-sufficiency.

16	Project Name	Housing Rights and Resources 2021
	Target Area	Countywide
	Goals Supported	Public Services
	Needs Addressed	Homelessness
	Funding	CDBG: \$125,000
	Description	Housing Rights & Resources is a partnership between Clackamas County Social Services, Legal Aid & Fair Housing Council to promote fair housing & furthers housing opportunity for all.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	350 households will be assisted with housing information.
	Location Description	Office location is at 2051 Kaen Road, Oregon City, Oregon 97045
	Planned Activities	Housing Rights & Resources is a partnership between Clackamas County Social Services, Legal Aid & Fair Housing Council to promote fair housing & furthers housing opportunity for all.
17	Project Name	Children's Programming for Victims of DV and Child Abuse
	Target Area	Countywide
	Goals Supported	Public Services
	Needs Addressed	Non-housing Community Development
	Funding	CDBG: \$15,000
	Description	Mobile advocacy and safety planning for children and families in rural and marginalized communities.
	Target Date	3/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	10 households will be assisted
	Location Description	Countywide service
	Planned Activities	Mobile advocacy and safety planning for children and families in rural and marginalized communities.
	Project Name	NHA Annie Ross House Shelter Operations

18	Target Area	Countywide
	Goals Supported	Public Services
	Needs Addressed	Homelessness
	Funding	CDBG: \$50,000
	Description	Operating funds for Northwest Housing Alternatives Annie Ross House, an emergency shelter for families with children experiencing homelessness.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Operating funds for Northwest Housing Alternatives' Annie Ross House, an emergency shelter for families with children experiencing homelessness.
	Location Description	The Annie Ross House is in a residential neighborhood at 2316 SE Willard Street in Milwaukie, Oregon.
	Planned Activities	Operating funds for Northwest Housing Alternatives' Annie Ross House, an emergency shelter for families with children experiencing homelessness.
19	Project Name	Clackamas County Point in Time Count Jan 2023
	Target Area	Countywide
	Goals Supported	
	Needs Addressed	Homelessness
	Funding	CDBG: \$5,000
	Description	Planning, data collection, reporting and evaluation for 2021 and 2023 homeless counts. Special efforts to reach underserved populations, veterans, unaccompanied youth & rural homeless.
	Target Date	8/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	1500 people will be counted
	Location Description	countywide
Planned Activities	Planning, data collection, reporting and evaluation for 2021 and 2023 homeless counts. Special efforts to reach underserved populations, veterans, unaccompanied youth & rural homeless.	

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Assistance is directed throughout the county. No geographic areas in Clackamas County were targeted.

The 2015 median annual income for the Portland-Metro MSA, which includes Clackamas County, is \$73,900 for a household of 4 people. Low income (50% of AMI) persons and households have an income of less than \$36,750 per year or \$3,062 per month for a family of 4. For a single person the median income per year is \$51,730. A low income adult person would have an income of less than \$25,750 per year or less than \$2,146 per month.

Nine and a half percent (9.5%) of Clackamas County residents are living below the official poverty level in Clackamas County based on the 2005-2009 American Community Survey results. Female householders with children had the highest rates of poverty, and nearly half of female householders with children under the age of five were found to be living below poverty.

The United States Department of Housing and Urban Development (HUD) has generated a series of standards that can be used to determine if a Census Tract Block Group has a minority concentration or a concentration of low-income households. To determine if a low-income concentration exists, the Area Median Income (AMI) of a block group must be below 50% of the Area Median Income for the Metropolitan Statistical Area (MSA).

Geographic Distribution

Target Area	Percentage of Funds
Countywide	90

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

No geographic areas in Clackamas County were targeted except to the extent that projects serving an area must be located in a qualified census tract or area with at least 43.44% low- and moderate-income residents. Clackamas County has a 43.44% low-and moderate income exception.

Discussion

The COVID 19 virus public health crisis is now causing large scale economic crisis through unemployment

and lack of economic activity. Vulnerable population numbers are increasing rapidly in Clackamas County. The projects and services listed in this plan will very likely be adjusted to meet this increased demand for services.

Clackamas County Housing and Community Development Division reviewed both race and ethnic information from the 2010 Census Bureau to determine minority ranking. The 22 block groups with the highest minority ranking represent 10 percent of all the block groups in Clackamas County. A total of 37,379 persons were living in these high concentrations of minority areas.

Concentrations of Both high Low to Moderate Income and high Minority

22 block groups are approximately 10% of the total number of block groups in Clackamas County. These nine (9) block groups rank in the top 22 for both minority and LMI, and represent the block groups with the highest concentrations of poverty and minorities.

Five (5) of the high concentration (HC) block groups are located in the North Clackamas Area. One (1) of the HC block groups is in Milwaukie and two (2) of the HC block groups is in Canby. A total of 13, 855 people live in these areas of concentrated minority and poverty.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Clackamas County Community Development has 2 goals and 2 grants that support affordable housing. The Housing Rehabilitation Goal will be funded with CDBG funds to assist at least 30 households per year. HOME funds will assist 30 households per year through building new units, preserving existing units, providing Tenant Base Rental Assistance and homebuyer financial assistance.

Specific Projects in 2021:

- Housing Rehabilitation Program
- Tenant Base Rental Assistance
- HOME Multifamily housing - (Projects TBD)

The COVID 19 virus public health crisis is now causing large scale economic crisis through unemployment and lack of economic activity. Vulnerable population numbers are increasing rapidly in Clackamas County. The projects and services listed in this plan will very likely be adjusted to meet this increased demand for services.

One Year Goals for the Number of Households to be Supported	
Homeless	20
Non-Homeless	30
Special-Needs	5
Total	55

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	11
The Production of New Units	10
Rehab of Existing Units	4
Acquisition of Existing Units	0
Total	25

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Affordable housing preservation and new unit development continues to be a priority for the county and the state.

The County Housing Authority was recently awarded \$12 million per year for 5 years to develop

affordable housing units through a regional affordable housing bond measure. Tax payers voted in favor of creating more affordable housing units for low income households. The Housing Authority of Clackamas County has created an office of development to allocate these new affordable housing funds to multifamily housing projects in accordance with the regional government funding requirements including community engagement and outreach to underserved populations.

AP-60 Public Housing – 91.220(h)

Introduction

The Housing Authority of Clackamas County (HACC) is a part (a Division) of the county's Health, Housing and Human Services (H3S) Department.

The Housing Authority of Clackamas County (HACC) is the recipient of \$116.2 Million dollars for the development and acquisition of newly affordable housing units with the urban growth boundary of Clackamas County. This allocation is part of a larger regional allocation of bond resources through the Metro Regional Affordable Housing Bond approved by voters in the tri-county area (Clackamas, Multnomah, Washington) in 2018. The timeline for expenditure of the bond resources into applicable units is over the next seven (7) years.

HACC has formed a housing development team to re-develop the public housing units and to develop new housing projects.

Actions planned during the next year to address the needs to public housing

- Provide resident service coordination.
- Provide case management services
- Provide opportunities for residents to engage in asset building and other strategies for achieving greater financial stability
- Provide Peer Support Services to vulnerable residents with mental health and addiction challenges
- Coordinate with local Workforce organizations to connect residents with employment and training opportunities
- Coordinate with CTEC Youth Services to provide unengaged teens with mentoring, employment and education opportunities.
- Provide service coordination and support to residents facing eviction or other unstable housing situations.
- Manage community gardens in the Oregon City and Milwaukie neighborhoods, encourage resident participation and leadership.
- Provide opportunities for continuing garden and nutrition education.
- Manage the Hillside Free Food Market in coordination with the Oregon Food Bank
- Maintain and manage community computers available for resident use
- Promote resident engagement and leadership through the HACC Resident Advisory Board
- Promote available community resources and opportunities available to residents through a quarterly

newsletter.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Public housing residents are encouraged to participate in PHA (HACC) management through participation in the activities of the Resident Advisory Board (RAB).

Public housing residents are encouraged to participate in home ownership. HACC residents are provided information about the Clackamas Homebuyer Assistance Program (CHAP) and the IDA Program.

HACC offers a range of economic empowerment strategies to assist public housing residents to become economically self-sufficient.

Under the HUD Resident Opportunity for Self-Sufficiency Grant (ROSS), HACC has a full-time Service Coordinator available to coordinate supportive services and other activities designed to help PHA residents attain economic and housing self-sufficiency.

Effective Partnership with Regional Workforce Agencies Connecting Residents to Employment and Training Opportunities: HACC collaborates with regional work force agencies including the Clackamas Workforce Partnership, Community Solutions of Clackamas County and WorkSource to connect residents with employment and training opportunities. Through these collaborative partnerships residents get basic soft skills instruction, participate in workshops and get support in job search activities, have opportunities to participate in paid on the job training, access training in targeted high growth industries such as construction, manufacturing, health care and technology.

Asset Building through Individual Development Accounts: Through the IDA program, HACC residents are provided with the opportunity to save for post-secondary education, to grow a business or to purchase a home using an IDA matched savings account. IDA matched savings accounts match every \$1 a participant saves with \$3. IDA savers must complete a 10 hour financial education workshop where they learn about budgeting, credit repair and credit building, debt management and avoiding predatory lending. IDA savers are also required to complete 6 hours of asset specific training related to their goal. Through the IDA program, residents are also linked to other financial empowerment resources such as free tax preparation sites, referrals to non-profit credit counseling agencies, home ownership counseling and opportunities to access low-interest emergency loans. HACC residents are also provided information about the Clackamas Homebuyer Assistance Program, a HOME funded down payment assistance program. By providing access to the IDA Program and the CHAP, Clackamas County encourages public housing residents to participate in homeownership.

HACC encourages Public Housing residents to engage in management through a Resident Advisory Board (RAB). RAB membership is comprised of public housing and Section 8 Housing Choice Voucher (HCV) leaders that represent residents served by HACC. The RAB convenes not fewer than two times per

year to develop, approve, review and evaluate HACC's Annual Plan. The RAB is also consulted for input and approval of any significant amendment or modification to the Annual Plan. A member of the RAB has a permanent seat on the County's Housing Advisory Board.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Housing Authority of Clackamas County (HACC) is not designated as a troubled PHA.

Discussion

The Housing Authority of Clackamas County (HACC) is the recipient of \$116.2 Million dollars for the development and acquisition of newly affordable housing units with the urban growth boundary of Clackamas County. This allocation is part of a larger regional allocation of bond resources through the Metro Regional Affordable Housing Bond approved by voters in the tri-county area (Clackamas, Multnomah, Washington) in 2018. The timeline for expenditure of the bond resources into applicable units is over the next seven (7) years.

Clackamas County has formed a Housing Advisory Board to provide affordable housing policy guidance to the Housing Authority and the Board of County Commissioners. The Housing Advisory Board (HAB) is currently a staff-led 6 member body that convenes once each month to discuss topics and issues pertaining to the development, preservation and promotion of affordable housing of all types in Clackamas County. The HAB will assist HACC in review and selection of eligible bond projects through various solicitations for their use over the next seven year period.

Another Metro Bond Measure passed in May 2020 to provide additional funds for homeless services. Local Implementation Planning (LIP) is underway to develop public participation process to allocate the METRO homeless services funds to community-based and culturally specific homeless services provider agencies..

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The H3S Community Development Division (CDD) coordinates most of the homeless and other special needs activities through its partnerships with non-profit service providers, the Social Services Division, Continuum of Care, the Housing Authority of Clackamas County public housing agency. Activities include: CoC coordination, Homeless Point in Time count, ESG coordination, CoC Homeless Outreach and Discharge Planning.

Housing Assistance for Alcohol and Drug Recovery: The Behavioral Health Division (BHD) of Clackamas County has developed supportive housing for those in alcohol and drug recovery. BHD, through CODA, has implemented housing assistance and services program for Clackamas County residents in alcohol and drug recovery. The program has three main components: substance abuse recovery, finding and retaining permanent housing, and increasing income by connecting people with benefits and/or employment options. Direct client dollars can be used for, but not limited to, moving costs, rent assistance, application fees, deposits, and paying off previous debts. The target population for this program is individuals participating in alcohol and drug recovery at or below 50% Median Family Income, homeless, or at risk of homelessness. BHD will also utilize state general fund A&D dollars to assist people, who are homeless, in obtaining recovery housing such as Oxford housing.

Central City Concern (CCC), a Portland-based non-profit organization runs several Alcohol and Drug free properties in Clackamas County. Chez Ami is a 40-unit property, mostly serving single people without children in the household. It is a Continuum of Care, Permanent Supportive Housing project. This program serves the most highly vulnerable homeless population with wrap-around case management support and assistance in connecting residents with A&D recovery services. Town Center Courtyards, another CCC property, has 60 units, serving families with children. Although this property is not strictly reserved for families experiencing homelessness, families often “graduate” homeless housing programs into this property.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Households with dependent children: Clackamas County (CC) Coordinated Housing Assistance (CHA), our CE program, conducts outreach to families w/ children. Orgs throughout CC are trained to help

families access CHA. Outreach is provided at agencies such as State Department of Human Services, WIC, and rural service-provider meetings. Fliers for CHA are provided and posted throughout CC. All homelessness prevention/diversion services are incorporated in our CHA system. The CoC includes Prevention, Diversion, ES, RRH and PSH for families w/ children.

Survivors/Victims of domestic violence: Programs for DV survivors are well-integrated into the CHA system. Survivors are assessed by the CHA DV door, including rural outreach workers. Survivors access all CHA programs, using a confidential “code-name” system to access mainstream housing programs.

The CoC includes prevention, diversion, ES, RRH, and PSH projects for DV survivors and their families. The COVID pandemic has exacerbated the crisis of domestic violence, and will continue to be a challenge into the next year. One DV ES transitioned completely to non-congregate sheltering, while another remained open at mostly full capacity, with increased cleaning and masking measures. The community has responded, using state and federal relief funds to increase non-congregate shelter capacity for survivors through hotel/motel vouchers and rapidly rehouse survivors and their families.

Unaccompanied youth: \$250,000 annually in YHDP funding has been invested to assess the individual needs of unaccompanied youth and young adults (YYA) experiencing homelessness or housing instability. Both agencies providing these services (Northwest Family Services and Ant Farm Youth Services) are trusted among both YYA-serving agencies and YYA experiencing homelessness and housing instability. The partnership reaches both urban and rural parts of the County, utilizes Youth Peer Support Specialists, provides diversion services, conducts Coordinated Entry Assessments, and connects YYA to permanent housing options, as needed. The CoC also includes prevention and TH for unaccompanied youth.

Persons who routinely sleep on the streets or in other places not meant for human habitation: Two service centers provide hot meals, clothing, medical services, and severe weather shelter. CHA screeners conduct weekly outreach at both service centers. CHA system coordinates with staff at these two sites, and the Outreach Connections subcommittee to the CoC, to screen unsheltered populations, and to locate them when a slot becomes available in a housing program. This has been extra challenging work during the pandemic, but the community has continued assessing those who are highly vulnerable and sleeping outside. At one service center site, staff were trained to conduct CE with participants as they utilize services. CC has plans to expand this model.

Homelessness among veterans: Veterans are screened through CHA and have access to all CHA programs. A veteran outreach worker conducts CHA assessments throughout the community. The VA, VSO, SSVF staff, VASH staff, veteran outreach worker, and many other veteran-specific providers meet regularly to work a veteran by-name list. CC is part of an SSVF grant and coordinates with a nonprofit provider for outreach, homeless placement and homeless prevention. CC has over 80 VASH slots. SSVF and VASH are incorporated in the CHA system.

CC has seen a steady drop in veterans experiencing homelessness, and a significant drop with the

opening of a 24-unit Veteran-specific PSH and the success of several other Vet-specific PH programs. CC is considering taking the steps to officially declare functional zero in our fight to end veteran homelessness.

CC operates prevention, diversion, emergency housing, RRH and PSH specifically for homeless veterans.

Addressing the emergency shelter and transitional housing needs of homeless persons

The activities to address emergency shelter needs within the County will be funded through the Emergency Solutions Grants (ESG) program. 1000 Households will receive HESG program services from July 1, 2021 to June 30, 2022. The FY 2021 ESG allocation will be supplemented by matching funds at least equal to its amount. Homeless persons will also be receiving Shelter and Rapid Re-housing services funded by ESG COVID funds.

Activities to address ES needs within CC are funded through ESG, and supported with CoC, state, local, and foundation funds. Approximately 1000 Households will receive ESG program services from July 1, 2019 to June 30, 2020. CC's only family ES (non-DV specific) decided to remain open at 50% capacity and use ESG-CV and State-CV funds to increase capacity through non-congregate hotel/motel vouchers. DV ES information is included above. CoC and YHDP funds provide 30beds of TH for youth.

ESG-CV funds were used to fund non-congregate shelter to mostly single adults who were at high risk for complications if they contracted COVID-19. Those non-congregate shelter beds are connected to RRH and PH housing options, expanding overall ES capacity and moving those most in need quickly into permanent housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Chronically homeless individuals and families: Clackamas County has 401 PSH beds, increasing steadily year over year. Outreach teams work to identify and complete CHA assessments with CH households to shorten length of time homeless. CC implements move-on strategies to assist CH households in graduating out of PSH, accessing affordable housing, and reducing returns to homelessness. Move-on strategies include creating Housing Choice Voucher preferences for PHS graduates and partnerships with affordable housing projects to allow for an easier transition to independence.

Families with children: Clackamas County has 415 beds for homeless families with children. System-wide prevention and diversion programs are operated to ensure housing programs are reserved for

those most in need. Diversion programs help serve more homeless families than traditional housing programs, reducing the length of time families experience homelessness. ES, TH, RRH, Joint Component TH/RRH and PSH programs include wrap-around case management to help families make the transition to permanent housing. Coordination between affordable housing developers and the CoC is growing to connect homeless families with affordable housing units, allowing for an easier transition off wrap-around assistance. Prevention/diversion programs prevent families from becoming homeless in the first place and from returning to homelessness.

Veterans and their families: Clackamas County has 249 beds for Veteran Households. Vet-specific housing programs, including prevention/diversion, ES, RRH and PSH, include wrap-around case management to help veteran households make the transition to permanent housing. The VA, VSO, SSVF staff, VASH staff, veteran outreach worker, and many other veteran-specific providers meet regularly to work a veteran by-name list. This work is essential to identifying homeless veterans and placing them in housing programs that meet their needs, shortening the length of time they spend homeless. Prevention/diversion programs prevent veteran families from becoming homeless in the first place and from returning to homelessness.

Unaccompanied Youth: Clackamas County has 52 beds for Youth Households. YHDP funding nearly doubled the existing youth housing inventory and expanded youth-specific diversion and CHA access to serve more youth and reduce the length of time they spend homeless. Youth-specific housing programs, including prevention/diversion, TH, and Joint Component TH/RRH, include wrap-around case management and access to a youth-specific employment specialist to help youth households make the transition to permanent housing. Prevention/diversion programs prevent youth households from becoming homeless in the first place and from returning to homelessness.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Foster Care: The Oregon Department of Human Services (DHS), dictates the Foster Care Discharge Policy in which the County actively participates. DHS refers youth in need to CHA for access to all CoC programs for a Life Skills/Transition Readiness Assessment. This results in: 1. Identification of resources and linkages needed to assist the child in transitioning to independent living, including life skills training, housing subsidies, college tuition, and health insurance and 2. Preparation of an individualized

Comprehensive Transition Plan which must be approved by a Family Court Judge every 6 months until the youth is successfully transitioned to independent living.

Foster youth can access Chafee rental subsidies, CoC programs, and new Foster Youth to Independence vouchers to help them secure an apartment. YHDP planning is coordinated with DHS to ensure services are available and meet the needs of youth transitioning from foster care who are homeless or at-risk. They can secure tuition-free access to a state college along with Chafee grants to assist with room and board. Youth with developmental disabilities and/or mental illness exiting the foster care system continue to receive an array of services including options such as adult foster care and supported housing that are based on unique client needs. Each option is designed to ensure that youth exiting the foster care system are not routinely discharged into homelessness.

Health Care: The discharge planning for low-income and disabled people has historically resided with the State through the Medicaid program. With the advent of the Affordable Care Act (ACA) and the expansion of Oregon's Medicaid program, discharge planning is shifting to local control. All Medicaid providers are joined in Coordinated Care Organizations (CCOs) covering specific geographic areas. The CCOs integrate physical, mental and dental health services. The ACA Medicaid expansion has been structured to align the financial incentives with clinical outcomes/housing status of patients. This has begun to persuade hospital systems and health care providers to plan and act outside their silo, to begin discussions with CoCs about effective coordination, resource sharing, and homeless services provision.

Mental Health: The Discharge Policy in place for persons being discharged from a mental health facility is ensured by Clackamas County Behavioral Health Department (CCBH). As part of Health Share, the area's Medicaid Coordinated Care Organization, CCBH has both financial and clinical incentives to ensure that no county residents are discharged from a psychiatric hospital without housing and services. In addition, Oregon is under an U. S. Dept. of Justice 4 year plan to provide better community outcomes for people with mental illness. Specific mandates are subcontracted by the State to CCBH. The local Discharge Policy, which is monitored and enforced by the State, requires all adults leaving a psychiatric hospital be housed consistent with their level of care needs and personal wishes.

Corrections: The purposeful effort to structure successful community re-entry for inmates is a local mandate spearheaded by the Clackamas County Sheriff's Office (CCSO). The Transition Center is an all-in-one location providing services to people leaving jail or prison. Transition Center services include assistance in: housing, employment, mentors, mental health, mainstream benefits enrollment, education, parenting and addiction treatment assessment and referral. Because community safety is its #1 priority, CCSO promotes post-discharge services with housing to reduce recidivism. Likewise, the Clackamas County Behavioral Health (CCBH) is a provider in the local Medicaid program, Health Share.

CCBH understands that successful re-entry will reduce incidence and cost of ER visits and hospitalization.

Discussion

Our Jurisdiction receives no HOPWA funding.

Our jurisdiction works with Cascade Aids Project (CAP) a service agency which provides housing and services for persons that are HIV positive in our three-county area that is referred to as the Portland Metro Area.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The majority of resident feedback during Assessment of Fair Housing community meetings was that most people liked where they lived, however, many people including persons with disabilities felt that it was very difficult to find another affordable unit should they want to move. Current state law provides a mechanism to ensure that a certain percentage of new development is reserved for low-income tenants (known as “inclusionary housing” or “inclusionary zoning”). Clackamas will be evaluating the feasibility and the various options for implementing inclusionary zoning within the county.

The Low Income Housing Tax Credit (LIHTC) market has come to a screeching halt due to potential tax policy changes at the federal level. Clackamas County relies on the State of Oregon LIHTC Program which recently provided this guidance to all proposed affordable housing projects: State of Oregon OHCS decision....letter dated 2/10/2017...

“anticipated federal corporate tax reform has negatively impacted the LIHTC equity market creating real-time consequences for the 33 multifamily affordable housing projects in the OHCS "pipeline". These projects have received funding reservations based on tax credit pricing that is no longer available. Among projects facing probable gaps are a large number of 4% LIHTC projects, as well as the 9% LIHTC projects that the Housing Stability Council approved in November 2016.”

Zoning Issues: Multi-family housing developments are typically restricted to areas that are zoned as high or medium density residential in each community and throughout the jurisdiction. Communities have many requirements for multifamily housing including: amenities such as onsite parking, fire access, buildings that “match” the character of the neighborhood and traffic impact studies, etc. All these requirements of multifamily housing projects increase the initial cost and result in affordable housing that is expensive to build and maintain. The State of Oregon has a land use plan (Goal 10) that requires all communities to allocate land for multifamily developments however some communities are more compliant than others. State and regional housing advocates are beginning to challenge communities to meet the Goal 10 requirements to provide land for multi-family housing developments. In 2015 Housing Land Advocates joined the Coalition for Affordable and Safe Housing to repeal Oregon’s ban on inclusionary zoning, and allow Oregon communities access to this important tool for creating affordable housing in areas of opportunity. The ban was lifted in 2016 with the passage of HB1533 which became effective June 2, 2016.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the

return on residential investment

In Clackamas County, many of the existing patterns of sprawl, decentralization and homogenous housing developments resulted from commuter demand for housing. Homogeneity, whether exclusively single family or multifamily, can result in limited housing choice suitable to needs and incomes of County residents. Undefined or subjective design standards can also make it difficult to meet affordable housing needs within built-out communities.

Access to affordable and adequate housing for households with lowest incomes has been restricted over the years. Since 2000, median renter income in the U.S. has fallen relative to contract rents. Utility costs have been increasing, as has the price of commuting to work. Quality of housing, particularly at the lowest rent levels, is at risk if property owners do not have assets to maintain units. The result is that lowest income tenants, in addition to the burden of finding housing at all, may be forced to live in unsuitable or unsafe housing.

A range of suitable housing choices should ideally be available to fit the entire range of household incomes, providing choices for all residents, including those who work in the community.

Households with extremely low incomes, especially those needing support services, find very few options. The Clackamas County 2017-2021 Comprehensive Plan, recognizes the goal of providing a variety of housing types and densities to meet the needs of County residents.

Discussion:

No additional information.

AP-85 Other Actions – 91.220(k)

Introduction:

Clackamas County Community Development Division (CDD) proposed the following actions in program year 2021-2022 that address obstacles to meeting underserved needs, foster and maintain affordable housing, develop institutional structure, encourage public housing residents to become more involved in management and encourage public housing residents to attain home ownership. CDD continues to request proposals from housing development organizations for the development and preservation of multi-family affordable rental housing projects that serve lower income households. Funding available to support these activities included: HOME funds, Housing Choice Vouchers and Public Housing Replacement Funds.

In FY2021 potential special needs housing projects include: Greenline/Fuller Road Affordable Housing, Webster Road Permanent Supported Housing (PSH) for homeless, elderly and disabled and, DevNW Cottage Cluster Housing units..

Actions planned to address obstacles to meeting underserved needs

Clackamas County CDD will address obstacles to meeting underserved needs in FY2021 through these activities:

1. Leverage available program funds by requiring sponsor contributions.
2. Seek additional funding from public and private sources to finance program activities.
3. Continue a program to assist renters and homeowners who need safety and accessibility adaptations in order to remain in their own homes.
4. Promote and assist the development of additional transitional housing which will be available to low- and very low-income individuals and families.
5. Promote and assist the development of affordable housing which will be available to very low, low-, and moderate-income individuals and families.
6. Increase capacity to assist Homeless Families with Children - Housing Authority Metro homeless Services funds..
7. Develop a set of program policies to create a 15 percent set-aside in all new affordable housing

developments specifically to assist the targeted special need populations.

Actions planned to foster and maintain affordable housing

HOME funds will be used primarily to develop affordable housing units for rental by low-income individuals and families. HOME funds will also be used to assist Community Housing Development Organizations (CHDOs) with grants for operating costs allowed by 24 CFR 92.208. HCD ensures that HOME-assisted rental housing remains affordable by monitoring projects during the period of affordability for compliance with the HOME regulations at 24 CFR Part 92.

Clackamas County ensures the long-term affordability of HOME-assisted homebuyer properties during the period of affordability by monitoring to verify that the home remains owner-occupied. Monitoring activities include both desk and on-site monitoring.

For FY2021 HOME funded multifamily housing projects have yet to be determined due to the federal funding uncertainties and the ripple effect on the Low Income Housing Tax Credit program administered by the State of Oregon.

Actions planned to reduce lead-based paint hazards

Clackamas County contracts with a professional firm to provide lead hazard evaluation services at no cost to the owners and buyers participating in its housing rehabilitation and homebuyer programs. When such hazards are discovered, they are addressed in a manner consistent with procedures approved by HUD, the State Health Division and the Department of Environmental Quality. However, the County does not anticipate using HOME funds for its housing rehabilitation and homebuyer programs in the next year. The HOME-funded project will be new construction and will not involve lead-paint hazards.

Actions planned to reduce the number of poverty-level families

The Housing and Community Development Division (HCD) coordinates efforts with the Social Services Division (SSD) to reduce the number of households below the poverty line. SSDs activities include:

- Participation in and staffing of the Continuum of Care in Clackamas County as well as the Continuum of

Care Steering Committee (Governing Board) and the Homeless Policy Council.

- Coordination and maintenance of liaison relationships with McKinney Vento funded homeless liaisons that support the educational success of homeless children. These include each of the School Districts in the county, all Clackamas Educational Service District offices, and the State of Oregon Department of Higher Education.
- Contracting with a community based organization for a Homeless Student Success Project that enhances the capacity of the homeless liaison at the highest poverty school district in Clackamas County.
- Participation as one of the four lead agencies on the regional steering committee for the Rent Well tenant education program.
- Participation in the operations of the Janssen Transitional Housing Project (JTHP). SSD currently provides case management for the families living at Janssen. This HUD funded project, sponsored by the Housing Authority of Clackamas County, has been in operation for more than 20 years. JTHP provides seven (7) transitional housing units, intensive and comprehensive case management, flexible assistance to support residents increasing their income and housing stability, and other supportive services for homeless families with children.
- Maintain the Housing Rights and Resources Program which responds to the general public regarding emergency housing, housing discrimination, landlord-tenant concerns, low-cost housing, rent assistance and a variety of other housing-related issues.
- Maintain a contractual relationship with Legal Aid Services of Oregon and the Fair Housing Council of Oregon to support the delivery of Fair Housing services to Clackamas County residents. This contractual relationship hastens service delivery for people experiencing potential discrimination and/or fair housing violations.

Actions planned to develop institutional structure

The Community Development Division (CDD) coordinates efforts with the Social Services Division (SSD) to develop institutional structure to strengthen the services system in Clackamas County.

SSD and CDD worked together with Continuum of Care partners to develop and implement a county wide Coordinated Housing Access system. This system provides centralized access, eligibility screening and prioritization, using HUD guidelines, to all HUD funded homeless services and housing programs within the County. Three non-HUD funded homeless housing programs also elected to join the new

coordinated system.

SSDs activities include: - Operation of the State of Oregon Housing and Community Services Low Income Rental Housing Fund (LIRHF). LIRHF provides time-limited rental payment assistance to caseload-managed clients of SSD.

- Administration of State Homeless Assistance Program (SHAP) funds sub-granted to the Annie Ross House family shelter and Clackamas Women's Services domestic violence shelter.

- Initial screening and intake for families wanting to enter the Annie Ross House shelter and two interfaith hospitality shelter networks (SON and LOTSM).

- Administration of the federal Emergency Food and Shelter Program (EFSP) and contracts with local shelters to provide night of shelter to homeless persons.

- Local administration of the state Emergency Housing Account (EHA). These funds support case management to families accessing the two interfaith hospitality network shelters. EHA funds are also used to support shelter bed nights at Clackamas Women's Services, Annie Ross House, and the Inn Home emergency shelters.

- Operation of a locally funded Bridges to Housing program that provides high needs homeless families a longer term housing subsidy and intensive, comprehensive case management that focus on permanent housing stability and increasing income.

- Operation of the Rent Well tenant education program, providing year-round, ongoing tenant education in Spanish and English as well as case management to help homeless families with barriers to housing placement locate and access permanent housing units.

- Operation of the Jackson Transitional program for adults who are homeless.

- Operation of the HSP program for families who are homeless or at imminent risk of homelessness needing short term rental assistance and supportive services in order to stabilize.

- Severe Weather Warming Centers at three sites, providing a total of 99 low barrier shelter beds for homeless persons on cold winter nights. These sites provide important linkages for the community efforts to identify and re-house chronically homeless persons.

Actions planned to enhance coordination between public and private housing and social

service agencies

The Housing and Community Development Division coordinates activities between public housing and assisted housing agencies through funding and reporting outcomes to state and federal agencies. The HOME program provides vital funding to private assisted housing providers that also apply for state tax credit funding. HOME funding is one of few sources of funds for affordable housing units in our rural urban county. Housing Rights and Resources program is an H3S program in the Social Services Division (SSD) that provided housing referral and information services on all available housing services. H3S, CDD and HACC will coordinate on the following action items:

1. Coordinate with the County's Community Health and Social Services Divisions to maximize utilization of resources available to meet the needs of the homeless and persons with mental illness who need housing services.
2. Maintain the SSD partnership with the State of Oregon Department of Human Services to operate the Housing Stabilization Program in the county. Now in its seventh year, the program serves families with children for up to 12 months. SSD provides families intensive case management services with a goal of locating and maintaining safe, stable and affordable housing.
3. Maintain the partnership with SSD, Clackamas Women's Services, and Northwest Housing Alternatives to administer and operate the Homeless Prevention and Rapid Re-Housing Program. The program includes 3 elements: Rent Subsidy Program designed to provide short term (3 months) and medium term (up to 6 months) of rent subsidies to low- and moderate-income renters. A Rapid Re-Housing Program designed to provide housing placement, short-term rental assistance, case management and other support services to families with dependent children who have been living in emergency shelters or on the streets for at least seven days. Counseling and Housing Stabilization Services including case management, outreach, housing search and placement, legal services, and Credit Repair.
4. Maintain the SSD partnership with HACC and Mental Health to operate the HUD funded Shelter-Plus-Care Program. Shelter Plus Care provides rent assistance to case managed clients of Social Services and Mental Health who are homeless.

Discussion:

Clackamas County Community Development Division (CDD) works in conjunction with the Housing Authority of Clackamas County, the Social Services Division, the Behavioral Health Division, Community Health Centers and community non-profit housing providers and private non-profit social services providers to address obstacles to meeting underserved needs, foster and maintain affordable housing, develop institutional structure, encourage public housing residents to become more involved in

management and encourage public housing residents to attain home ownership.

For the past year, using COVID funding has provided hotel vouchers and homeless assistance to prevent homeless persons from getting exposed to the CORONAVIRUS.

In 2021 CDD is funding several affordable housing projects, an employment training program, a fair housing rights and information program, homeless shelter and rapid rehousing services.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The COVID 19 virus public health crisis is now causing large scale economic crisis through unemployment and lack of economic activity. Vulnerable population numbers are increasing rapidly in Clackamas County. The projects and services listed in this plan will very likely be adjusted to meet this increased demand for services. The County allocations of CAREs Act CDBG CV and ESG CV funds have all been allocated to projects assisting homeless families and individuals with shelter services, hotel vouchers, rapid rehousing and services to provide rent assistance funds from other federal and state sources.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	25,000
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	90.00%

**HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)**

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The County does not anticipate offering any other forms of investment of HOME funds beyond those described in 24 CFR 92.205(b) in the 2021-22 program year.

The County will ensure that matching contributions from non-federal sources are made to housing that qualifies as affordable housing under the HOME program in 2021-2022. Matching funds will typically be in amount not less than 25 percent of the funds required to be matched per 24 CFR 92.218. We anticipate that eligible match will come primarily from non-federal cash contributions such as the State Housing Trust Fund, the value of foregone local fees or taxes and the value of donated voluntary labor and professional services. If actual matching funds fall short of the 25% required by the HOME program, the county has a substantial amount of excess HOME match accrued over past program years that it can apply towards the minimum matching requirements.

HOME Project-Related Soft Costs

When HOME funds are allocated to an affordable housing project (as opposed to TBRA or CHDO operating), Clackamas County will have the option of charging reasonable and necessary staff and overhead support to the project as project-related soft costs. These may include:

- Processing of applications for HOME funds
- Appraisals required by HOME regulations
- Preparation of work write-ups, specifications, and cost estimates or review of these items if an owner has had them independently prepared
- Project underwriting
- Construction inspections and oversight
- Project documentation preparation
- Costs associated with a project-specific environmental review
- Relocation and associated costs
- Costs to provide information services such as affirmative marketing and fair housing information to prospective tenants
- Staff and overhead costs related any of the above actions

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The Clackamas Homebuyer Assistance Program (CHAP) HAS FUNDED low-income first time

homebuyers with down payment and reasonable closing costs.

In accordance with 24 CFR 92.254(a)(4), the period of affordability is five years. **This program has been postponed indefinitely.**

Should the CHAP property be voluntarily or involuntarily sold or title transferred, or should the owner no longer use the property as the primary residence, the entire amount of HOME funds invested in the project shall become immediately due and payable to the County. However, if the sale of the property occurs during the five-year period of affordability, and there are no net proceeds from the sale of the property, or the net proceeds are insufficient to repay the entire HOME investment due, the amount of HOME funds recaptured will be based on the net proceeds available from the sale, if any. The net proceeds are defined as the remainder of the final sale price of the property minus any superior non-HOME loan repayment and closing costs. 24 CFR §92.254(a)(5)

During the five-year period of affordability, the County may permit a subsequent low-income purchaser of a CHAP property to assume the existing CHAP loan and HOME recapture obligation entered into by the original buyer when, a) no additional HOME assistance is provided to the subsequent homebuyer, and, b) the subsequent low-income homebuyer meets all of the eligibility requirements of the CHAP. In cases in which the subsequent homebuyer needs (and qualifies for) HOME assistance in excess of the balance of the original CHAP loan, the HOME subsidy to the original homebuyer must be recaptured. A separate CHAP loan shall be provided to the new homebuyer, and a new HOME affordability period shall be established based on that assistance to the buyer. 24 CFR §92.254(a)(5)(ii)

More information is available at <http://www.clackamas.us/communitydevelopment/chap.html>.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Clackamas County intends to use the HOME affordable homeownership limits for the area provided by HUD. The County further ensures the long-term affordability of HOME-assisted homebuyer properties by enforcing resale and recapture provisions and by monitoring to verify that the home remains owner-occupied during the period of affordability. More information is available at <http://www.clackamas.us/communitydevelopment/chap.html>.

The Clackamas Homeownership Assistance Program (CHAP) continues to be suspended for the 2021-2022 program year, due to lack of activity and staffing changes. Clackamas County uses the HOME affordable homeownership limits for the area provided by HUD. Eligible CHAP properties must have

a maximum price of 95% of current median purchase price for the area as established by HUD. The purchase price may not exceed the appraised value.

The County further ensures long-term affordability of HOME-assisted homebuyer properties by enforcing recapture provisions and by monitoring to verify that the home remains owner-occupied during the period of affordability. More information is available at <https://www.clackamas.us/communitydevelopment/homebuyers>.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The County does not anticipate using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds in the 2021-22 program year.

Emergency Solutions Grant (ESG) Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

Clackamas County has had several meetings with ESG providers and members of the CoC to develop CoC and ESG policies and performance standards. ESG policies have been developed in consultation with both ESG and CoC providers starting in January 2014 and on an ongoing basis. CDD staff consulted with CoC Steering Committee members on February 26, 2020 to discuss using ESG funds for Rapid Rehousing in 2021-2022.

CDD staff consulted with CoC Homeless Council members on February 26, 2020 to discuss using ESG funds for Rapid Rehousing in 2021-2022. CoC Steering Committee adopted the updated the CoC and ESG policies in December 2019.

CDD staff have attended CoC meetings for the last few years to discuss using ESG funds for HMIS ESG and CoC data collection efforts. CoC members have been aware and informed on the ESG program changes and funding. CoC members continue to be involved in developing performance measurement standards and priorities for both CoC and ESG funding.

The \$3,174,217 of CARES Act ESG COVID funds have all been allocated to house services through a

combination of County services and sub-recipient agreements with homeless services providers.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

A CoC working group of providers met in 2013 to implement coordinated assessment process. The result was a tool designed and agreed on by all affected programs with the intention of obtaining the most relevant information to make an appropriate referral. The Coordinated Housing Access (CHA) was launched on January 1, 2015 using a telephone call-in system and the HMIS system. CoC agencies and providers are continually reviewing the CHA processes to improve and streamline the intake process.

The CHA system covers the entire geographic region using a “hub” system as much as possible, though large portions of the county are rural and sparsely populated. The system is easily accessed, primarily through our Housing Rights and Resources line, a one-stop number for housing information. This number is made available through 2-1-1, the county’s website, flyers and referring agencies.

In the first 9 months of 2020 calendar year (January 1, 2020 to October 31, 2020), the Coordinated Housing Access line staff processed a total of 9,437 calls for assistance. 431 of those CHA calls were for people seeking help to escape domestic violence.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

Currently ESG funds are allocated to 2 nonprofit providers and the County as the HMIS administrator. The process for making sub-awards was to advertise the availability of ESG shelter funding as part of a 2019 Shelter Notice of Funding Availability with the Social Services Division to include state shelter funding. 2 shelters were awarded ESG shelter operations funding for the 2020-2021 and 2021-2022 program years.

The contracts will be renewed annually at level funding. ESG and CoC providers are engaged in homeless services planning and ESG allocations.

In FY2021-22, the additional HMIS work required of all the ESG COVID funds has required that we increase our HMIS funding. The local Housing Authority will be hiring a full time HMIS staff person

to provide training and assistance in coordination with our CoC HMIS staff. We have anticipate increased the HMIS funding to provide support for the quarterly reporting required of all projects and services with COVID funding.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The CoC has a formerly homeless person on the CoC Steering Committee governing board.

5. Describe performance standards for evaluating ESG.

ESG providers are evaluated using the CoC national performance measurements standards. Agencies that provide only emergency shelter services are evaluated by examining one measures of success: What percentage of persons leaving shelter are going to permanent housing?

The ESG program has not yet set a minimum percentage for shelters to meet. After another year of collecting data the ESG program staff and the CoC Steering Committee will meet to review the results and set a minimum standard. Since each shelter is population the specific performance can vary greatly.

The COVID 19 virus public health crisis is now causing large scale economic crisis through unemployment and lack of economic activity. Vulnerable population numbers are increasing rapidly in Clackamas County. The projects and services listed in this plan will very likely be adjusted to meet this increased demand for services. The County CAREs Act CDBG CV and ESG CV allocations have all been directed to homeless shelter services, hotel motel vouchers, rapid re-housing services and services to distribute rent assistance from other federal and state sources.

ESG program staff are working closely with the Continuum of Care for homeless programs to coordinate efforts, implement a coordinated assessment process, establish CoC and ESG program policies and to

establish performance measures.

For the 2021 Action Plan, CDD staff presented and discussed recommended funding for CDBG and ESG projects with CoC members on February 26, 2020. CDD staff discussed ESG and CoC funding allocations, performance standards, outcomes, policies and procedures as well as the annual consultation process which occurs in March of every year. CoC members were invited to submit testimony on the funding levels and projects in the 2021 Action Plan at the April 8th public hearing.

Attachments

Citizen Participation Comments

NOTICE OF PUBLIC MEETING

The Clackamas County Community Development Division will hold a

PUBLIC MEETING

An online meeting – see link below:
Wednesday, February 24, 2021
6:00 p.m.

The purpose of the meeting will be to receive testimony from community members on housing and community development needs for the County's Community Development Program. Attendees can ask questions about the program and learn what types of projects are eligible for funding as well as how and when to apply for upcoming Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) grants to Clackamas County.

Please register for this meeting so that we know how many people to expect.
When: Feb 24, 2021 06:00 PM Pacific Time (US and Canada).

Click on this link to register in advance for this meeting:
https://clackamascounty.zoom.us/meeting/register/tZltceqrrDljGdO-IN2N_eL8R1wPqgbg_Izv

After registering, you will receive a confirmation email containing information about joining the meeting.

Community member comments and views received at the hearing will be considered during the preparation of the County's 2021 Action Plan.

For more information contact Mark Sirois at marksir@clackamas.us or by phone at 503-655-8591.

Reasonable accommodation will be provided for any individual with a disability

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting may request assistance by contacting the Section 504 Coordinator. Determinations on requests for reasonable accommodation will be made on a case-by-case basis. All requests must be made at least 5 days before the meeting date.

Contact: Mark Sirois, Clackamas County Community Development, 2051 Kaen Road, Suite 245, Oregon City, Oregon 97045. Telephone: (503) 655-8591. E-Mail: marksir@clackamas.us.

Email from Debra Mason with the Clackamas Service Center
2/25/2021

Mission statement: Clackamas Service Center (CSC) is an inclusive, trauma-informed "one-stop-shop" where community members experiencing hunger and poverty can meet their basic food, health, and hygiene needs, and connect with supportive services to help them take their next steps toward stability and self-sufficiency.

Founded in 1973, CSC has a 48-year record of serving low- and no-income people in Clackamas and Multnomah counties. While the pandemic has altered how we are able to provide services, we have pivoted to a community-based model that reduces risk for community members, volunteers, and staff while ensuring that those hardest hit by the pandemic – BIPOC, houseless, and working-class community members – can access the resources they need. We offer free, customizable food boxes delivered directly to members' homes, culturally specific grocery boxes at North Clackamas school districts with high numbers of Latinx students, and shelf-stable groceries and prepared meals for people without kitchens at our campus. Along with the 'togo' meals, we also offer mail service, showers, clothing, and hygiene items. Approximately +12,000 people currently benefit each year from CSC food relief.

I do need to share with you CSC's expansion plan and hope to find funding through the county for this effort. I know that some funding will come from the Here Together initiative (hopefully) but I think possibly, Community Development as well. And other buckets-maybe? The expansion comes in two phases. We want to develop two service hubs, or rather add an additional hub and build out our current service hub. First phase, that we hope to launch this year, is to move our food operations to a warehouse or former grocery store site. As you know, we are cramped with the existing work we do, so at the very least to make our work easier but we want to grow-we need to grow. The demand continues to rise and Clackamas County is sorely underserved. We will grow our home delivery service (take over for the county with their food box program?) and also support other agencies in the county. With food operations moved, phase 2 will include building out day services here at the existing campus. Permanent laundry and showers, office space for CHA, LEAD Team. Outside In Medical, behavioral health, etc. will be a start.

We know our operating budget for the warehouse operations will be about \$240,000 per year, on top of current budget. I don't have a price tag for the property because property is hard to find in Clackamas!!! Any leads? We are viewing a property on Monday that has a monthly price tag of \$8,400; that would be on top of that earlier number. We would be interested in a purchase if that is an option. We do have some capital in reserve and we are ready to go but we will need support.

Debra Mason
(she | her | hers)
Executive Director
Clackamas Service Center
www.cscoregion.org
debramason@cscoregion.org
503-929-1601

Clackamas County Community Development
Public Meeting Summary

6:00p.m. Wednesday, February 24, 2021
Online via Zoom meeting
Oregon City, Oregon

In Attendance:

Peter Tompkins-Rosenblatt, Northwest Housing Alternatives
Jennifer Harvey, Children, Families and Community Connections
Korene Mather, Children, Families and Community Connections
Anna Hoesly, Micro Enterprise Services of Oregon
Dan Olmstead, Salvation Army
Colin Morgan-Cross, Mercy Housing
Rose M. Ojeda
Emily Murkland, Clackamas County Sustainability & Solid Waste
Simon Fulford, Parrott Creek Children and Family Services
Deena Feldes, Bridges to Change
Eleanor Hunter, Oak Grove
Steve Kelly, Community Development Division
Amy Council, Community Development Division
Pamela Anderson, Manager, Community Development Program
Mark Sirois, Manager, Community Development Program

Mark Sirois, Community Development Division, opened the meeting at 6:00p.m. by thanking everyone for attending. Mark explained that the public meeting was a chance for community members to learn about the Community Development Program and the funding that HUD provides to Clackamas County. The meeting also provides an opportunity to get information from citizens on the specific community needs and discuss potential future housing and community development projects in the County. Mark invited everyone to attend the additional meetings on April 8 and May 6th with the Board of County Commissioners to get approval to submit to HUD.

Mark gave a slide show presentation about the Consolidated Planning process to develop a 5 year plan that consists of the 5 individual annual plans that are essentially applications to HUD for funding. The 2021 plan is the last year of the current 5 year plan. The new funding cycle will begin again in October and November of 2021 when applications for CDBG and ESG funding will be available. The first batch of project funding will be for 3 years of funding recommendations for funding beginning July 1, 2022.

Mark continued by saying that the anticipated federal funding for CDBG, HOME and ESG in the coming year is still unknown. Although Community Development Block Grant (CDBG) funding for construction projects and services is expected to be at the

same level of about \$2 million per year. Funding for homeless services comes from the Emergency Solutions Grant (ESG) funding which is also expected to remain level at about \$190,000 per year. The HOME funding that is used to build affordable housing is expected to be about \$1,000,000 per year.

This past year, the Community Development Division has received over \$6 million of CDBG and ESG COVID grants. These grants have all been distributed by the County Emergency Operations Center for homeless services, homeless shelters, hotel vouchers and temporary rent assistance.

Also if anyone has any questions after this meeting they can email Mark anytime. Mark then reviewed the list of funding recommendations for the 2020 and the 2021 program years. Mark explained that one project in 2020 had been cancelled. The projects listed in the 2021 column of the funding recommendations will be part of the draft 2021 Action Plan that will be posted in March. Interested persons on the email list will get a notice by email. The list of projects includes several ADA sidewalk improvements in several cities. The funding recommendations often consider geographic distribution of funds across the county.

The Board of County Commissioners (BCC) Public Hearing for the Action Plan is scheduled for April 8 this year. The next CDBG plan year will begin July 1, 2021. Mark opened the floor for people to introduce themselves and discuss the needs they see in the community and their particular project ideas.

Public Comments:

Peter asked about the Tenant Based Rental Assistance funding. Mark explained that the Request for Proposals for this HOME funded activity had not been distributed yet due to staff being primarily occupied with distributing the COVID funding for homeless services.

Eleanor said that her Oak Grove community needs help to get through zoning and permitting for churches that want to help public planning around homelessness options. Mark asked that Eleanor provide additional information and that "siting" a project for affordable housing and homeless services generally draws lots of comments and questions from the community. Mark invited Eleanor to provide him with additional information so that they could prepare for the next funding cycle.

Someone asked if CDBG funds could support food work. Mark responded that yes, CDBG has funded numerous foodbank renovations and expansion projects.

Anna asked about the next funding cycle and mentioned that her organization does economic development work to keep people employed so that they will not need homeless assistance. Mark explained that in October and November there would be

additional meeting to explain the application process and that he would provide the old application questions to anyone who requested those by email.

Mark asked if there were any other questions or comments. Mark thanked everyone for attending and reminded them all to contact him with any questions and that the April 8th date with the Board of County Commissioners is a great opportunity to talk to the board about their projects and funding.

Mark also said that CDD staff are available anytime by phone and email to discuss potential project ideas and to help answer any questions about the CDBG application process.

The public meeting concluded at 6:50 p.m.

Grantee SF-424's and Certification(s)

OMB Number: 43-0004
 Expiration Date: 03/31/2018

Application for Federal Assistance SF-424		
* 1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision	* 11. (Use or select appropriate letters): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received <input type="text"/>	4. Applicant Identifier CLATSOP COUNTY 2021 0000	
5a. Federal Entity Identifier <input type="text"/>	5b. Federal Award Identifier B-21-7C-11-0.0	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Center: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: CLATSOP COUNTY, OREGON		
* b. Employer/employer identification Number (EIN/FEIN): 93-012226	* c. Organization GINS 09432555000	
d. Address:		
* Street1: 2021 STATE ROAD 424B	<input type="text"/>	
Street2: <input type="text"/>	<input type="text"/>	
* City: SEASIDE OREGON	<input type="text"/>	
County/State: <input type="text"/>	<input type="text"/>	
* State: OREGON	<input type="text"/>	
Province: <input type="text"/>	<input type="text"/>	
* Country: UNITED STATES	<input type="text"/>	
* ZIP Postal Code: 97138-4000	<input type="text"/>	
e. Organizational Unit:		
Department Name: HEALTH, HUMAN SERVICES & EMPLOYMENT	Director Name: ECONOMIC DEVELOPMENT DIVISION	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: MR.	* First Name: JAMES	<input type="text"/>
Middle Name: <input type="text"/>	<input type="text"/>	
* Last Name: Z. FOLEY	<input type="text"/>	
Suffix: <input type="text"/>	<input type="text"/>	
* Title: MANAGER	<input type="text"/>	
Organizational Affiliation: ECONOMIC DEVELOPMENT DIVISION		
* Telephone Number: 503-650-8551	* Fax Number: 503-650-8000	
* Email: JAMES.FOLEY@CLATSOPCOUNTY.ORG		

Application for Federal Assistance SF-424	
9. Type of Applicant 1: Select Applicant Type: <input type="text" value="State or Territorial Government"/>	
Type of Applicant 2: Select Applicant Type: <input type="text"/>	
Type of Applicant 3: Select Applicant Type: <input type="text"/>	
Other Specialty: <input type="text"/>	
10. Name of Federal Agency: <input type="text" value="U.S. DEPARTMENT OF EDUCATION"/>	
11. Catalog of Federal Domestic Assistance Number: <input type="text" value="4 218"/>	
CFDA Title: <input type="text" value="EDUCATION - EXPERT SUPPORT FOR EDUCATIONAL LEADERSHIP TRAINING"/>	
12. Funding Opportunity Number: <input style="background-color: yellow;" type="text"/>	
Title: <input style="background-color: yellow;" type="text"/>	
13. Competition Identification Number: <input type="text"/>	
Title: <input type="text"/>	
14. Areas Affected by Project (City, Counties, States, etc.): <input type="text"/>	
<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>	
15. Descriptive Title of Applicant's Project: <input type="text" value="ARRIVAL 2021 (Project Title) - 2021 DEPARTMENT OF EDUCATION"/>	
Attach supporting documents as specified in agency instructions. <input type="button" value="Add Attachments"/> <input type="button" value="Delete Attachments"/> <input type="button" value="View Attachments"/>	

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant: <input type="text" value="60222"/>	* b. Program/Project: <input type="text" value="122.1"/>
Attach or add data for Program/Project Congressional Districts if needed	
<input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="New Attachment"/>	
17. Proposed Project:	
* a. Start Date: <input type="text" value="1/1/2021"/>	* b. End Date: <input type="text" value="9/30/2022"/>
18. Estimated Funding (\$):	
* a. Federal: <input type="text" value="2,543,400"/>	
* b. Applicant: <input type="text" value=""/>	
* c. State: <input type="text" value=""/>	
* d. Local: <input type="text" value=""/>	
* e. Other: <input type="text" value=""/>	
* f. Program income: <input type="text" value="0.00"/>	
* g. TOTAL: <input type="text" value="2,543,400"/>	
19. Is Application Subject to Review By State Under Executive Order- 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text"/>	
<input checked="" type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review	
<input type="checkbox"/> c. Program is not covered by E.O. 12372	
20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes" provide explanation and attach	
<input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="New Attachment"/>	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code Title 28, Section 1001)	
<input checked="" type="checkbox"/> I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain the list, is contained in the announcement of agency specific instructions.	
Authorized Representative:	
First: <input type="text" value="M"/>	* First Name: <input type="text" value="MICHELLE"/>
Middle Name: <input type="text" value="A"/>	
Last Name: <input type="text" value="MORRIS"/>	
Suffix: <input type="text" value=""/>	
* Title: <input type="text" value="DIRECTOR OF PUBLIC AFFAIRS, TOURISM & ECONOMIC DEV."/>	
* Telephone Number: <input type="text" value="337-551-5100"/>	* Fax Number: <input type="text" value=""/>
* Email: <input type="text" value="EMORRIS@STATE.MO."/>	
* Signature of Authorized Representative: <input type="text" value=""/>	* Date Signed: <input type="text" value=""/>

Application for Federal Assistance SF-424	
* 1. Type of Submission <input type="checkbox"/> No Application <input checked="" type="checkbox"/> Application <input type="checkbox"/> Change/Corrected Application	
* 2. Type of Applicant: * (Review under appropriate heading) <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision	
* 3. Date Received: [REDACTED]	
4. Applicant Identifier: CLATSOP COUNTY 2021 4000	
5a. Federal Entity Identifier: [REDACTED]	
5b. Federal Award Identifier: 22-07-1-0001	
State Use Only:	
6. Date Received by State: [REDACTED]	
7. State Applicant Identifier: [REDACTED]	
8. APPLICANT INFORMATION:	
* a. Legal Name: CLATSOP COUNTY, OREGON	
* b. Employer/Expayer Identification Number (EIN/TIN): 93-0022260	
* c. Organizational DUNS: 00002885070	
d. Address:	
* Street: 2001 BAKER ROAD, ST40	
* City: OREGON CITY	
* State: OREGON	
* Country: USA: OREGON 50763	
* Zip + Postal Code: 97130-0438	
e. Organizational Unit:	
Description Number: 0001, 0002, 0003, 0004, 0005, 0006	
Division Name: COMMUNITY DEVELOPMENT DIVISION	
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix: [REDACTED]	
First Name: [REDACTED]	
Middle Name: [REDACTED]	
Last Name: [REDACTED]	
Suffix: [REDACTED]	
Title: [REDACTED]	
Organizational Address:	
CLATSOP COUNTY COMMUNITY DEVELOPMENT DIVISION	
* Telephone Number: 503-556-0866	
* Fax Number: 503-556-0553	
* Email: [REDACTED]	

Application for Federal Assistance SF-424	
* 9. Type of Applicant 1: Select Applicant Type: <input type="text" value="Country (State or Territory)"/> Type of Applicant 2: Select Applicant Type: <input type="text"/> Type of Applicant 3: Select Applicant Type: <input type="text"/> * Other (please list): <input type="text"/>	
* 10. Name of Federal Agency: <input type="text" value="U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES"/>	
11. Catalog of Federal Domestic Assistance Number: <input type="text" value="14-233"/> CFDA Title: <input type="text" value="HOME CARE SERVICES FOR THE ELDERLY AND DISABLED"/>	
* 12. Funding Opportunity Number: <input type="text" value=""/> * Title: <input type="text" value=""/>	
13. Competition Identification Number: <input type="text"/> Title: <input type="text"/>	
14. Areas Affected by Project (Cities, Counties, States, etc.): <input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachments"/>	
* 15. Descriptive Title of Applicant's Project: <input type="text" value="HOME CARE SERVICES FOR THE ELDERLY AND DISABLED"/>	
Attachments are required whenever specified in agency instructions. <input type="button" value="Add Attachments"/> <input type="button" value="Delete Attachments"/> <input type="button" value="View Attachments"/>	

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant: <input type="text" value=""/>	* b. Program/Project: <input type="text" value="1, 2, 3"/>
Attach an additional list of Program/Project Congressional Districts if needed	
<input type="text" value=""/>	<input type="button" value="Add Attachment"/> <input type="button" value="Clear Attachment"/> <input type="button" value="View Attachment"/>
17. Proposed Project:	
* a. Start Date: <input type="text" value="6/23/2021"/>	* b. End Date: <input type="text" value="2/23/2022"/>
18. Estimated Funding (\$):	
* a. Federal	<input type="text" value="1,000,000.00"/>
* b. Applicant	<input type="text" value=""/>
* c. State	<input type="text" value=""/>
* d. Local	<input type="text" value=""/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="1,000,000.00"/>
19. Is Application Subject to Review By State Under Executive Order 12872 Provisions?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12872 Provisions for review on <input type="text" value=""/>	
<input checked="" type="checkbox"/> b. Program is subject to E.O. 12872 but has not been selected by the State for review	
<input type="checkbox"/> c. Program is not covered by E.O. 12872.	
20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input type="text" value=""/>	<input type="button" value="Add Attachment"/> <input type="button" value="Clear Attachment"/> <input type="button" value="View Attachment"/>
21. By signing this application, I certify (1) to the statements contained in the list of certifications ¹ and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances ² and agree to comply with any resulting terms if accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 28, Section 1001)	
<input checked="" type="checkbox"/> I AGREE	
<small>¹ The list of certifications and assurances or an alternate site where you may obtain this list, is contained in the announcement or agency specific instructions.</small>	
Authorized Representative:	
Title: <input type="text" value="Mr."/>	* First Name: <input type="text" value="ROONEY"/>
Middle Name: <input type="text" value=""/>	
* Last Name: <input type="text" value=""/>	
Suffix: <input type="text" value=""/>	
* Title: <input type="text" value="U. S. DEPARTMENT OF JUSTICE, FEDERAL BUREAU OF INVESTIGATION"/>	
* Telephone Number: <input type="text" value="(202) 551-5685"/>	Fax Number: <input type="text" value=""/>
* Email: <input type="text" value="EDICE@CELECRIMINALS.GOV"/>	
* Signature of Authorized Representative: <input type="text" value=""/>	* Date Signed: <input type="text" value=""/>

Application for Federal Assistance SF-424		
* 1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Section 501(c)(3) organization: <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received <input type="text"/>	* Applicant Identifier CLACKAMAS COUNTY 2022 EBEC	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Grant Identifier: <input type="text"/>	
Blank Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: CLACKAMAS COUNTY, OREGON		
* b. Employer/Exemptor Identification Number (EIN/TIN): 93-0022240	* c. Organizational DUNS: 03692659000	
d. Address:		
* Street 1: 200 WEST BOND 1245	<input type="text"/>	
Street 2: <input type="text"/>	<input type="text"/>	
* City: SEASIDE CITY	<input type="text"/>	
County/Parish: <input type="text"/>	<input type="text"/>	
* State: OREGON	<input type="text"/>	
Province: <input type="text"/>	<input type="text"/>	
* Country: UNITED STATES OF AMERICA	<input type="text"/>	
* Zip / Postal Code: 97138-0000	<input type="text"/>	
e. Organizational Unit:		
Department Name: HEALTH, EDUCATION & ECONOMIC DEVELOPMENT	Division Name: ECONOMIC DEVELOPMENT DIVISION	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text"/>	* First Name: JESSIE	<input type="text"/>
Middle Name: <input type="text"/>	<input type="text"/>	
* Last Name: BECKER	<input type="text"/>	
Suffix: <input type="text"/>	<input type="text"/>	
Title: Manager		
Organizational Affiliation: ECONOMIC DEVELOPMENT DIVISION		
* Telephone Number: (503) 633-5500	Fax Number: (503) 633-1553	
* E-mail: JESSIE.BECKER@CLACKAMAS.ORG		

Application for Federal Assistance 6F-424	
<p>* 9. Type of Applicant 1: Select Applicant Type:</p> <p>6. State Government:</p> <p>Type of Applicant 2: Select Applicant Type:</p> <p>Type of Applicant 3: Select Applicant Type:</p> <p>* Other (specify):</p>	
<p>* 10. Name of Federal Agency:</p> <p>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES</p>	
<p>* 11. Category of Federal Domestic Assistance Number:</p> <p>3-219</p> <p>CFDA Title:</p> <p>EMERGENCY EPIDEMIOLOGIC CRISIS PROGRAM - HHS0</p>	
<p>* 12. Funding Opportunity Number:</p> <p>THA:</p>	
<p>13. Competition Identification Number:</p> <p>THA:</p>	
<p>14. Areas Affected by Project (Cities, Counties, States, etc.):</p> <p>Add Attachment Delete Attachment View Attachments</p>	
<p>* 15. Descriptive Title of Applicant's Project:</p> <p>EMERGENCY EPIDEMIOLOGIC CRISIS PROGRAM - HHS0 1020</p> <p>Attach supporting documents as specified in agency instructions.</p> <p>Add Attachments Delete Attachments View Attachments</p>	

Application for Federal Assistance SF-424

16 Congressional District Of:
 * Applicant: * Program/Project:

Attach an additional list of Program/Project Congressional Districts (if needed):

17 Proposed Project:
 * Start Date: * End Date:

18 Estimated Funding (\$):

* a. Federal	<input type="text" value="252,529.00"/>
* b. Applicant	<input type="text" value=""/>
* c. State	<input type="text" value=""/>
* d. Local	<input type="text" value=""/>
* e. Other	<input type="text" value=""/>
* f. Program Name	<input type="text" value=""/>
* g. TOTAL	<input type="text" value="252,529.00"/>

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?
 a. This application was made available to the State Under the Executive Order 12372 Process for review on
 b. Program is subject to E.O. 12372 but has not been selected by the State for review.
 c. Program is not covered by E.O. 12372

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)
 Yes No
 If "Yes" provide explanation and attach:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 28, Section 1001)
 I AGREE
 ** This is of no effect unless you have ticked the box above and you have signed the list, or certified to the same on behalf of agency specified in 20(b).

Authorized Representative

Title: * First Name:

Middle Name:

* Last Name:

State:

* Title:

* Block Number: Fax Number:

* Email:

Signature of Authorized Representative: * Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4510-0006
Expiration Date: 01/31/2018

The reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0318-0012), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management, and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that conflicts or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Federal Governmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 18 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1686-1688), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Control and Treatment Act of 1972 (P.L. 92-255), as amended relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ac-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.) as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

Previous Edition Usable

Authorized for Local Reproduction

Standard Form 424D (Rev. 7-87)
Prescribed by GSA Circular A-102

14. Will comply or has already complied with the requirements of Titles I and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
15. 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.
16. Will comply, as applicable, with the provisions of the Davis Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
17. Will comply with flood insurance purchase requirements of Section 1021a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
18. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of air/floor quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11730; (c) protection of wetlands pursuant to EO 11980; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions in State (Clean Air) implementation Plans under Section 178(c) of the Clean Air Act of 1966, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523), and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
19. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
20. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §170), EO 11649 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§486a-1 et seq.).
21. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1998 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
22. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
23. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from: (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

5-474D (Rev. 7-07) Back

**Appendix B -2021
CERTIFICATIONS**

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(l) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of 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, it will complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying 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.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, HSG, and HOPEWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 155.

Rudney A. Cook, Interim Director
Department of Health, Housing and Human Services

Date

Specific CDBG Certifications

Clackamas County, the Entitlement Community certifies that:

Citizen Participation – It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan – It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;

2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) **2021** (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against: physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000k), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

Compliance with Laws -- It will comply with applicable laws.

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

Date

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

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

Date

ESG Certifications

The Emergency Solutions Grants Program Recipient certifies that:

Major rehabilitation/conversion – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for such individuals.

Matching Funds – The jurisdiction will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The jurisdiction has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction's consolidated plan.

Discharge Policy – The jurisdiction will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

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

Date

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING:

A. Lobbying Certification

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.

PUBLIC HEARING

The Clackamas County Board of County Commissioners will hold a

PUBLIC HEARING

Commissioners are encouraging the public to participate digitally using Zoom in weekly Business Meetings. BCC website: <https://www.clackamas.us/meetings/bcc/business>

Thursday, April 8, 2021 at 10:00 A.M.

This hearing will satisfy a U.S. Department of Housing and Urban Development requirement that the public annually be given an opportunity to review the past performance of the County's Community Development programs. The hearing is also to review the Proposed 2021 Community Development Action Plan.

The Proposed 2021 Action Plan consists of projects selected for funding in the July 1, 2021 to June 30, 2022 program year. The Action Plan acts as the County's annual applications under the three grant programs. Action Plan grant application materials will enable the County to receive an estimated \$2,253,000 in Community Development Block Grant (CDBG) funds, an estimate \$1,006,000 in Home Investment Partnerships (HOME) funds, and an estimated \$192,000 in Emergency Solutions Grant (ESG) funds during the 2021 fiscal year.

The hearing will consist of three parts:

- 1) A review by the Community Development Manager, Mark Sirois, of the past performance of the County's Community Development programs;
- 2) A review of the Proposed 2021 Community Development Action Plan; and
- 3) An open discussion period during which citizens may testify on the plan or the County's community development needs.

The draft 2021 Action Plan has been posted at this website:

<http://www.clackamas.us/communitydevelopment/maps.html>. For additional information, or to submit comments, contact Mark Sirois at the Clackamas County Community Development Division, (503) 655-5891, 2051 Kaen Road – Suite 245, Oregon City, Oregon 97045. Comments will be accepted until 5:00 p.m., Monday, April 26, 2021.

Reasonable accommodation will be provided for any individual with a disability

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting may request assistance by contacting the Section 504 Coordinator. Determinations on requests for reasonable accommodation will be made on a case-by-case basis. All requests must be made at least 5 days before the meeting date.

Contact: Mark Sirois, Clackamas County Community Development, 2051 Kaen Road, Suite 245, Oregon City, Oregon 97045. Telephone: (503) 655-8591. E-Mail: marksir@clackamas.us.



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with Baker Rock Crushing Co. Inc. dba Baker Rock Resources for the All Roads Transportation Safety (“ARTS”) Rural Systemic Safety Project

Purpose/Outcome	Project will install updated horizontal alignment warning signs along more than 100 miles on 21 rural arterial and collector corridors; and new safety signs and pavement markings at 82 rural intersections. The intersection improvements will consist of doubled-up advance intersection warning signs, doubled-up STOP signs, retroreflective sheeting on sign posts, delineators, and enhanced pavement markings.
Dollar Amount and Fiscal Impact	Contract Value \$929,648.65, which is budgeted in DTD Project #22271.
Funding Source	\$72,326.67 from County Road Funds. \$857,321.99 from ODOT ARTS grant
Duration	Contract Execution through June 30, 2022.
Previous Board Action/Review	April 11, 2019 – Approval of Contract for Design Services March 30, 2021- Discussion item at issues
Strategic Plan Alignment	This project follows the Board’s Key Initiatives to provide strong infrastructure and ensure safe communities by maintaining the County’s existing road infrastructure.
Counsel Review	1. Date of Counsel review: 3/18/2021 2. AN
Procurement Review	Was this project processed through Procurement? Yes.
Contact Person	Christian Snuffin, Project Manager 503-680-5623
Contract No.	3669

Background:

This project has two components: horizontal alignment warning signs to prevent road departure crashes, and intersection signs and pavement markings to prevent intersection crashes. The contractor will (1) install updated curve warning signs on approximately 106 miles on 21 rural arterial

and collector corridors; and (2) install various safety countermeasures at 82 rural intersections, to include doubled-up advance warning signs, doubled-up STOP signs, retroreflective sheeting on sign posts, enhanced pavement markings, raised pavement markers, delineators, and others.

The project work is anticipated to begin immediately following contract signing. Substantial completion will be not later than April 30, 2022, with final completion no later than June 30, 2022.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on January 11, 2021. Bids were publicly opened on February 4, 2021. The County received two (2) bids: Coral Construction, Inc., \$1,428,828.00; and Baker Rock Crushing Co. Inc., \$929,648.65. After review of the bids, Baker Rock Crushing Co. Inc. was determined to be the lowest responsive bidder.

Recommendation:

Staff respectfully recommends that the Board approve and sign this public improvements contract with Baker Rock Crushing Co. Inc. for the All Roads Transportation Safety (“ARTS”) Rural Systemic Safety Project.

Sincerely,

Christian Snuffin

Christian Snuffin,
Project Manager
Department of Transportation and Development

Placed on the BCC Agenda _____ by Procurement



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
Contract #3669

This Public Improvement Contract (the "Contract"), is made by and between the Clackamas County, a political subdivision of the State of Oregon, hereinafter called "Owner," and Baker Rock Crushing Co, hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

Project Name: #2020-106 All Roads Transportation Safety ("ARTS") Rural Systemic Safety Project

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **nine hundred twenty-nine thousand six hundred forty-eight dollars and sixty-five cents (\$929,648.65)** (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the project specifications) referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid as indicated in the accepted Bid.

Also, the following documents are incorporated by reference in this Contract and made a part hereof:

- Notice of Contract Opportunity
- Supplemental Instructions to Bidders
- Bid Form
- Performance Bond and Payment Bond
- Payroll and Certified Statement Form
- Addendum #1
- Instructions to Bidders
- Bid Bond
- Public Improvement Contract Form
- Prevailing Wage Rates
- Plans, Specifications and Drawings

The Plans, Specifications and Drawings expressly incorporated by reference into this Contract includes, but is not limited to, the Special Provisions for Highway Construction (the "Specifications"), together with the provisions of the Oregon Standard Specifications for Construction (2018) referenced therein.

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 material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default

2. Representatives.

Contractor has named Mark Bauer as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicted below (check one):

Unless otherwise specified in the Contract Documents, the Owner designates Christian Snuffin as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

3. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

Project Executive: Mark Bauer shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

Project Manager: Alexander Brock shall be the Contractor's project manager and will participate in all meetings throughout the project term.

Job Superintendent: Calvin Smith shall be the Contractor's on-site job superintendent throughout the project term.

Project Engineer: Trenton Bevan shall be the Contractor's project engineer, providing assistance to the project manager, and subcontractor and supplier coordination throughout the project term.

4. Contract Dates.

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed ("NTP")

SUBSTANTIAL COMPLETION DATE: April 30, 2022

FINAL COMPLETION DATE: June 30, 2022

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

5. Insurance Certificates and Required Performance and Payment Bonds.

5.1 In accordance with Section 00170.70 of the Specifications, Contractor shall furnish proof of the required insurance naming Clackamas County as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to Procurement@clackamas.us.

5.2 Primary Coverage: Insurance carried by Contractor under the Contract shall be the primary coverage. The coverages indicated are minimums unless otherwise specified in the Contract Documents.

5.2.1 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under the Contract 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. This shall include Employer's Liability Insurance with coverage limits of not less than the minimum amount required by statute for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation coverage by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

5.3 Builder's Risk Insurance: During the term of the Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk forms, including earthquake and flood, for an amount equal to the full amount of the Contract, plus any changes in values due to modifications, Change Orders and loss of materials added. Such Builder's Risk shall include, in addition to earthquake and flood, theft, vandalism, mischief, collapse, transit, debris removal, and architect's fees "soft costs" associated with delay of Project due to insured peril. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible which shall not exceed 2 percent of each loss or \$50,000, whichever is greater. The deductible shall be paid by Contractor. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear.

5.4 Builder's Risk Installation Floater: For Work other than new construction, Contractor shall obtain and keep in effect during the term of the Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under the Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear. Owner may waive this requirement at its sole and absolute discretion.

5.4.1 Such insurance shall be maintained until Owner has occupied the facility.

5.4.2 A loss insured under the Builder's Risk insurance shall be adjusted by the Owner and made payable to the Owner as loss payee. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The Owner shall have power to adjust and settle a loss with insurers.

5.5 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Contract. Owner's receipt of the policy endorsement evidencing such coverage shall be a condition precedent to Owner's obligation to make final payment and to Owner's final acceptance of Work or services and related warranty (if any).

5.6 Notice of Cancellation or Change: If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify Owner by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by Owner, the Contractor agrees to stop Work pursuant to the Contract at Contractor's expense, unless all required insurance remain in effect. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Owner and its institutions, divisions, officers, and employees.

Owner shall have the right, but not the obligation, of prohibiting Contractor from entering the Project Site until a new certificate(s) of insurance is provided to Owner evidencing the replacement coverage. The Contractor agrees that Owner reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to Owner.

5.7 Before execution of the Contract, the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Revised Statutes, Chapter 279C.830 and 279C.836, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting any Subcontractor to start Work.

5.8 When the Contract Price is \$50,000 or more, the Contractor shall furnish and maintain in effect at all times during the Contract Period a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. Contractor shall furnish such bonds even if the Contract Price is less than the above thresholds if otherwise required by the Contract Documents.

5.9 Bond forms furnished by the Owner and notarized by Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.

6. Responsibility for Damages/Indemnity.

6.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under the Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, employees, guests, visitors, invitees and agents.

6.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner) and hold harmless the Owner and its elected officials, officers, directors, agents, and employees (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses, demands and actions of any nature whatsoever which arise out of, result from or are related to: (a) any damage, injury, loss, expense, inconvenience or delay described in this Section 6.1; (b) any accident or occurrence which happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects; (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract; (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140); and (e) any lien filed upon the Project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 6.2.

6.3 In claims against any person or entity indemnified under Section 6.2 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 6.2 shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7. Tax Compliance.

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract

that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation 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, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

8. Confidential Information.

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of Owner ("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 purpose unless specifically authorized in writing under this Contract.

9. Counterparts.

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

10. Integration.

All provisions of state law required to be part of this Contract, whether listed in the General or Special Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

11. Liquidated Damages

The Contractor acknowledges that the Owner will sustain damages as a result of the Contractor's failure to substantially complete the Project in accordance with the Contract Documents. These damages may include,

but are not limited to delays in completion, use of the Project, and costs associated with Contract administration and use of temporary facilities.

11.1 Liquidated Damages shall be as follows if the actual Substantial Completion exceeds the required date of Substantial Completion:

11.1.1. \$ 600.00 per Calendar day past the Substantial Completion date as identified in section 00180.85 (b) and 00180.85 (c).

12. Compliance with Applicable Law. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract including, but not limited to, compliance 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 material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

13. Responsibility for Taxes. Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

14. Escrow and Retainage. If retainage is withheld, unless the Contractor requests and the Owner accepts a form of retainage permitted under ORS 279C.560, the Owner will deposit the retainage in an interest-bearing escrow account as required by ORS 279C.570(2). The Contractor shall execute such documentation and instructions respecting the interest-bearing escrow account as the Owner may require to protect its interests, including but not limited to a provision that no funds may be paid from the account to anyone without the Owner's advance written authorization.

Signature page to follow.

In witness whereof, Clackamas County executes this Contract and the Contractor does execute the same as of the day and year first above written.

Contractor DATA:
Baker Rock Crushing Co.
21880 SW Farmington Road
Beaverton, Oregon 97007

Contractor CCB # 3838 Expiration Date: 6/24/2021
Oregon Business Registry # 060464-11 Entity Type: DBC State of Formation: Oregon

Payment information will be reported to the IRS under the name and taxpayer ID# provided by the Contractor. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 28 percent backup withholding.

Baker Rock Crushing Co.

Clackamas County

 3-16-21

Authorized Signature

Date

Chair

Date

Mark Bauer Vice President of Operations

Name / Title Printed

Recording Secretary

APPROVED AS TO FORM

03/18/2021


County Counsel

Date



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

Table of Contents

Section B-1.....Notice of Public Improvement Contract Opportunity

Section B-2.....Instructions to Bidders

Section B-3.....Supplemental Instructions to Bidders

Section B-4.....Bid Bond

Section B-5.....Bid Form

Section B-6.....Public Improvement Contract

Section B-7.....Performance Bond

Section B-8..... Payment Bond

Section B-9..... Project Information, Plans, Specifications and Drawings

Section B-10.....Insurance



CLACKAMAS COUNTY
NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

INVITATION TO BID #2020-106
All Roads Transportation Safety (“ARTS”) Rural Systemic Safety Project
January 11, 2021

Clackamas County (“County”) through its Board of County Commissioners is accepting sealed bids for the ARTS Rural Systemic Safety Project until **February 4, 2021, 2:00 PM**, Pacific Time, (“Bid Closing”) at the following location:

DELIVER BIDS TO: Clackamas County Procurement Division, Attention George Marlton, County Procurement Officer, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045; or via email to procurement@clackamas.us.

Bidding Documents can be downloaded from ORPIN at the following address:
<http://orpin.oregon.gov/open.dll/welcome>, Document No. CO1010-2020-106-21.

Prospective Bidders will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Bidders are responsible for obtaining any Addenda from Website listed above.

Engineers Estimate: \$1,212,000.00

Contact Information

Procurement Process and Technical Questions: Ryan Rice, rrice@clackamas.us

Bids will be opened and publicly read aloud at the above Delivery address after the Bid Closing. Bid results will also be posted to the ORPIN listing shortly after the opening.

To be eligible for award under this Invitation to Bid, bidders (prime contractors) must submit a prequalification application (either ODOT or County) to the County at least two business days prior to the Bid Closing. County will reject bids from bidders who are not prequalified for the class of work indicated prior to the Bid Closing. **Bidders must prequalified in Signing Permanent (SIGN) and Pavement Markings (PAVE).**

State Prevailing Wage

Prevailing Wage Rates requirements apply to this Project because the maximum compensation for all Owner-contracted Work is more than \$50,000. Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates. The Bureau of Labor and Industries (BOLI) wage rates and requirements set forth in the following BOLI booklet (and any listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Agreement:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, January 1, 2021, which can be downloaded at the following web address:

http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx The Work will take place in Clackamas County, Oregon.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

INSTRUCTIONS TO BIDDERS

Clackamas County Local Contract Review Board Rules (“LCRB Rules”) govern this procurement process. LCRB Rules may be found at: <http://www.clackamas.us/code/documents/appendixc.pdf>. The Instructions to Bidders is applicable to the procurement process for Clackamas County, or any component unit thereof identified on the Notice of Public Improvement Contract Opportunity, herein after referred to as the “Owner.”

Article 1. Scope of Work

The work contemplated under this contract with the Owner, includes all labor, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all construction work in connection with the project described in the Project Manual which includes, but is not necessarily limited to, the Notice of Public Improvement Contract Opportunity, Instructions to Bidders, Supplemental Instructions to Bidders, Bid Form, Bid Bond, Public Improvement Contract Form, Performance Bond, Payment Bond, and Plans, Specifications and Drawings.

Article 2. Examination of Site and Conditions

Before making a Bid, the Bidder shall examine the site of the work and ascertain all the physical conditions in relation thereto. The Bidder shall also make a careful examination of the Project Manual including the plans, specifications, and drawings and other contract documents, and shall be fully informed as to the quality and quantity of materials and the sources of supply of the materials. Failure to take these steps will not release the successful Bidder from entering into the contract nor excuse the Bidder from performing the work in strict accordance with the terms of the contract at the price established by the Bid.

The Owner will not be responsible for any loss or for any unanticipated costs, which may be suffered by the successful Bidder, as a result of such

Bidder's failure to be fully informed in advance with regard to all conditions pertaining to the work and the character of the work required, including site conditions. No statement made by an elected official, officer, agent, or employee of the Owner in relation to the physical or other conditions pertaining to the site of the work will be binding on the Owner, unless covered by the Project Manual or an Addendum.

Article 3. Interpretation of Project Manual and Approval of Materials Equal to Those Provided in the Specifications

If any Bidder contemplating submitting a Bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or forms of contract documents, or detects discrepancies or omissions, such Bidder may submit to the Architect (read "Engineer" throughout in lieu of Architect as appropriate) a written request for an interpretation thereof at least ten (10) calendar days prior to the date set for the Bid Closing.

When a prospective Bidder seeks approval of a particular manufacturer's material, process or item of equal value, utility or merit other than that designated by the Architect in the Project Manual, the Bidder may submit to the Architect a written request for approval of such substitute at least ten (10) calendar days prior to the date set for the Bid Closing. The prospective Bidder submitting the request will be responsible for its prompt delivery.

Requests of approval for a substitution from that specified shall be accompanied by samples, records of performance, certified copies of tests by impartial and recognized laboratories, and such other information as the Architect may request.

To establish a basis of quality, certain processes, types of machinery and equipment or kinds of materials may be specified in the Project Manual either by description of process or by designating a

manufacturer by name and referring to a brand or product designation or by specifying a kind of material. Whenever a process is designated or a manufacturer's name, brand or item designation is given, or whenever a process or material covered by patent is designated or described, it shall be understood that the words "or approved equal" follow such name, designation or description, whether in fact they do so or not.

Any interpretation of the Project Manual or approval of manufacturer's material will be made only by an Addendum duly issued. All Addenda will be posted to the ORPIN listing and will become a part of the Project Manual. The Owner will not be responsible for any other explanation or interpretation of the Project Manual nor for any other approval of a particular manufacturer's process or item for any Bidder.

When the Architect approves a substitution by Addendum, it is with the understanding that the Contractor guarantees the substituted article or material to be equal or better than the one specified.

Article 4. Security to Be Furnished by Each Bidder

Each Bid must be accompanied by either 1) a cashier's check or a certified check drawn on a bank authorized to do business in the State of Oregon, or 2) a Bid bond described hereinafter, executed in favor of the Owner, for an amount equal to ten percent (10%) of the total amount Bid as a guarantee that, if awarded the contract, the Bidder will execute the contract and provide a performance bond and payment bond as required. The successful Bidder's check or Bid bond will be retained until the Bidder has entered into a contract satisfactory to Owner and furnished a one hundred percent (100%) performance bond and one hundred percent (100%) payment bond. The Owner reserves the right to hold the Bid security as described in Article 10 hereof. Should the successful Bidder fail to execute and deliver the contract as provided for in Article 12 hereof, including a satisfactory performance bond and payment bond within twenty (20) calendar days after the Bid has been accepted by the Owner, then the contract award made to such Bidder may be considered canceled and the Bid security may be

forfeited as liquidated damages at the option of the Owner. The date of the acceptance of the Bid and the award of the contract as contemplated by the Project Manual shall mean the date of acceptance specified in the Notice of Intent to Award.

Article 5. Execution of Bid Bond

Should the Bidder elect to utilize a Bid bond as described in Article 4 in order to satisfy the Bid security requirements, such form must be completed in the following manner:

- A. Bid bonds must be executed on the County forms, which will be provided to all prospective Bidders by the Owner.
- B. The Bid bond shall be executed on behalf of a bonding company licensed to do business in the State of Oregon.
- C. In the case of a sole individual, the bond need only be executed as principal by the sole individual. In the case of a partnership, the bond must be executed by at least one of the partners. In the case of a corporation, the bond must be executed by stating the official name of the corporation under which is placed the signature of an officer authorized to sign on behalf of the corporation followed by such person's official capacity, such as president, etc. The corporation seal should then be affixed to the bond.
- D. The name of the surety must be stated in the execution over the signature of its duly authorized attorney-in-fact and accompanied by the seal of the surety corporation.

Article 6. Execution of the Bid Form

Each Bid shall be made in accordance with: (i) the sample Bid Form accompanying these instructions; (ii) the appropriate signatures for a sole individual, partnership, corporation or limited liability corporation shall be added as noted in Article 5C above; (iii) numbers pertaining to base Bids shall be stated both in writing and in figures; and (iv) the Bidder's address shall be typed or printed.

The Bid Form relates to Bids on a specific Project

Manual. Only the amounts and information asked for on the Bid Form furnished will be considered as the Bid. Each Bidder shall Bid upon the work exactly as specified and provided in the Bid Form. The Bidder shall include in the Bid a sum to cover the cost of all items contemplated by the Contract. The Bidder shall Bid upon all alternates that may be indicated on the Bid Form. When Bidding on an alternate for which there is no charge, the Bidder shall write the words "No Charge" in the space provided on the Bid Form. If one or more alternates are shown on the Bid Form, the Bidder shall indicate whether each is "add" or "deduct."

Article 7. Prohibition of Alterations to Bid

Bids that are incomplete, or contain ambiguities or have differing conditions required by the Bidder, including requested changes or exceptions to the Public Improvement Contract form or other portions of the Project Manual, may be rejected in Owner's sole and absolute discretion.

Article 8. Submission of Bid

Each Bid shall be sealed in an envelope, properly addressed to the Owner, showing on the outside of the envelope the name of the Bidder and the name of the project. Bids will be received at the time and place stated in the Notice of Public Improvement Contract Opportunity.

Article 9. Bid Closing and Opening of Bids

All Bids must be received by the Owner at the place and time set for the Bid Closing. Any Bids received after the scheduled Bid Closing time for receipt of Bids will be rejected.

At the time of opening and reading of Bids, each Bid received will be publicly opened and read aloud, irrespective of any irregularities or informalities in such Bids.

Generally, Bid results will be posted to the Procurement Website within a couple hours of the opening.

Article 10. Acceptance or Rejection of Bids by Owner

Unless all Bids are rejected, the Owner will award a contract based on the lowest responsive Bid from a responsible Bidder. If that Bidder does not execute the contract, it will be awarded to the next lowest responsible Bidder or Bidders in succession.

The Owner reserves the right to reject all Bids and to waive minor informalities. The procedures for contract awards shall be in compliance with the provisions of the LCRB Rules in effect at that time.

The Owner reserves the right to hold the Bid and Bid security of the three lowest Bidders for a period of thirty (30) calendar days from and after the time of Bid opening pending award of the contract. Following award of the contract the Bid security of the three lowest Bidders may be held twenty (20) calendar days pending execution of the contract. All other Bids will be rejected and Bid security will be returned.

In determining the lowest Bidder, the Owner reserves the right to take into consideration any or all authorized base Bids as well as alternates or combinations indicated in the Bid Form.

If no Bid has been accepted within thirty (30) calendar days after the opening of the Bids, each of the three lowest Bidders may withdraw the Bid submitted and request the return of the Bid security.

Article 11. Withdrawal of Bid

At any time prior to the Bid Closing, a Bidder may withdraw its Bid. This will not preclude the submission of another Bid by such Bidder prior to the time set for the Bid Closing.

After the time set for the Bid Closing, no Bidder will be permitted to withdraw its Bid within the time frames specified in Article 10 for award and execution, except as provided for in that Article.

Article 12. Execution of Contract, Performance Bond and Payment Bond

The Owner will provide the successful Bidder with contract forms within seven (7) calendar days after

the completion of the award protest period. The Bidder is required to execute the contract forms as provided, including a performance bond and a payment bond from a surety company licensed to do surety business in the State of Oregon, within seven (7) calendar days after receipt of the contract forms. The contract forms shall be delivered to the Owner in the number called for and to the location as instructed by the Owner.

Article 13. Recyclable Products

Contractors will use recyclable products to the maximum extent economically feasible in the performance of the Contract.

Article 14. Clarification or Protest of the Solicitation Document or Specifications

Any request for clarification or protest of the solicitation document or specifications must be submitted in the manner provided for in the applicable section of the LCRB Rules to the Procurement Representative referenced in the Notice of Public Improvement Contract Opportunity.

A protest of the Solicitation Document must be received within seven (7) business days of the issuance of the Bid or within three (3) business days of issuance of an addendum.

Requests for clarification may be submitted no less than five (5) business days prior to the Bid Closing Date.

Article 15. Protest of Intent to Award

Owner will name the apparent successful Bidder in a "Notice of Intent to Award" letter. Identification of the apparent successful Bidder is procedural only and creates no right in the named Bidder to the award of the contract. Competing Bidders will be notified by publication of the Notice of Intent to Award on the Clackamas County Procurement Website of the selection of the apparent successful Bidder(s) and Bidders shall be given seven (7) calendar days from the date on the "Notice of Intent to Award" letter to review the file at the Procurement Division office and file a written protest of award, pursuant to C-

049-0450. Any award protest must be in writing and must be delivered by hand delivery or mail to the Procurement Division Director at:
Procurement Division, 2051 Kaen Road, Oregon City, OR 97045.

Article 16. Disclosure of First-Tier Subcontractors

Within two (2) working hours after the Bid Closing, all Bidders shall submit to the County a disclosure form identifying any first-tier subcontractors (those entities that would be contracting directly with the prime contractor) that will be furnishing labor and materials on the contract, if awarded, whose subcontract value would be equal to or greater than: (a) Five percent (5%) of the total contract price, but at least \$15,000; or (b) \$350,000, regardless of the percentage of the total contract price.

Disclosures may be submitted with the Bid or may be hand delivered to the Bid Closing address or emailed to procurement@clackamas.us.



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

Project Name: # 2020-106

All Roads Transportation Safety (“ARTS”) Rural Systemic Safety Project

The following modify the Clackamas County “Instructions to Bidders” for this Project. Where a portion of the Instructions to Bidders has been modified by these Supplemental Instructions to Bidders, the unaltered portions shall remain in effect.

- 1. Prequalification:** To be eligible for award under this Invitation to Bid, bidders (prime contractors) must submit a prequalification application (either ODOT or County) to the County at least two business days prior to the Bid Closing. County will reject bids from bidders who are not prequalified for the class of work indicated prior to the Bid Closing. **Bidders must prequalified in Signing Permanent (SIGN) and Pavement Markings (PAVE).**
- 2. Submission of Bids by email:** Complete Bids (including all attachments) may be emailed and must be electronically received by the closing time and date **2:00 p.m. Pacific Time, February 4, 2021.** **If emailed, the Bid must be emailed to the following address: Procurement@clackamas.us. The email subject line must be “Bid for # 2020-106 ARTS Rural Systemic Safety Project”** Bidders are ***strongly encouraged*** to telephone and confirm electronic receipt of the complete emailed document(s) before the above time and date deadline. Bids delayed or lost by email system filtering or failures may be considered at Clackamas County’s sole and absolute discretion.
- 3. Closed buildings- COVID:** The County is requiring all bids for this project be electronically submitted. Complete Bids (including all attachments) must be received by the closing time and date 2:00 p.m. Pacific Time, February 4, 2021. The Bid must be emailed to the following address: **Procurement@clackamas.us. The email subject line must read “Bid for #2020-106 ARTS Rural Systemic Safety Project”** Upon receiving of the bid, the County will send bidders an email confirmation acknowledging receipt. Bids delayed or lost by email system filtering or failures may be considered at Clackamas County’s sole and absolute discretion.
Bids will be publicly read aloud via the computer application, Zoom. Bidders will be allowed to video conference or listen by phone to the bid results. The projects Zoom meeting can be accessed via the information below:

Join Zoom Meeting

<https://clackamascounty.zoom.us/j/83915671281>

Meeting ID: 839 1567 1281

One tap mobile

+16699006833,,83915671281# US (San Jose)

+12532158782,,83915671281# US (Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

+1 301 715 8592 US (Washington D.C)

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

Meeting ID: 839 1567 1281

**The Apparent Low bid results will be posted to the projects OPRIN listing as soon as possible following the bid opening.

- 4. Good Faith Effort:** Clackamas County encourages participation in contracts by Historically Underrepresented Businesses. “Historically Underrepresented Businesses” are State of Oregon-certified and self-identified minority, women and emerging small business as well as firms that are certified federally or by another state or entity with substantially similar requirements as the State of Oregon.

Bidders must perform Good Faith Effort (defined below) and submit **Form 1 and Form 2** for the Bidders Bid to be considered responsive. **Form 1 and Form 2** must be submitted within **two (2) hours** after the Closing Date and Time. Form 1 and Form 2 may be submitted by hand delivery to the location the Bid was due or may email the completed Forms to Procurement@clackamas.us. “Good Faith Effort” is a requirement of a prime contractor to reach out to at least three Historically Underrepresented Business Subcontractors for each division of work that will be subcontracted out and to complete the required forms. If fewer than three Historically Underrepresented Business Subcontractors are reasonably available for a particular division of work, the Bidder must specifically note the reason for there being fewer than three contacts. The outreach should be performed with sufficient time to give the subcontractors at least 5 calendar days to respond to the opportunity. Form 3, which documents the actual amount of subcontractors on the project, must be submitted with the project final pay application. Compliance with the Good Faith Effort and submission of Forms 1, 2 and 3 is a contractual requirement for final payment.

The sufficiency of the documentation or the performance of Good Faith Effort shall be in the sole and absolute determination of Clackamas County. Only those Bidders that Clackamas County has determined have not sufficiently performed Good Faith Effort shall have protest rights of the determination for such Bidder. No Bidder shall have protest rights of the sufficiency of any other Bidder completing Good Faith Effort.

**CLACKAMAS COUNTY
GOOD FAITH EFFORT
SUBCONTRACTOR AND SELF-PERFORMED WORK LIST
(FORM 1)**

Prime Contractor Name: Baker Rock Crushing Co., Inc. dba Baker Rock Resources **Total Contract Amount:** \$929,648.65

Project Name: #2020-106 All Roads Transportation Safety ("ARTS") Rural Systemic Safety Project

PRIME SELF-PERFORMING: Identify below ALL GFE Divisions of Work (DOW) to be self-performed. Good Faith Efforts are otherwise required.	
<u>DOW BIDDER WILL SELF-PERFORM</u> <i>(GFE not required)</i>	
<div style="border-bottom: 1px solid black; padding-bottom: 5px; margin-bottom: 5px;">Signage</div> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div>	

PRIME CONTRACTOR SHALL DISCLOSE AND LIST ALL SUBCONTRACTORS, including those Minority-owned, Woman-owned, and Emerging Small Businesses ("M/W/ESB") that you intend to use on the project. Hand delivery to Procurement, 2051 Kaen Road, Oregon City, OR 97045 or email to procurement@clackamas.us within 2 hours of the BID/Quote Closing Date/Time

LIST ALL SUBCONTRACTORS BELOW Use correct legal name of Subcontractor (No Assumed Business Names)	Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors	DOLLAR AMOUNT OF SUBCONTRACT	If Certified or self-reporting MBE/WBE/ESB Subcontractor Check box <input checked="" type="checkbox"/>		
			MBE	WBE	ESB
Name Apply-A-Line, LLC Address P.O. Box 90577 City/St/Zip Portland, OR 97290 Phone# (503) 777-4228 OCCB# 217180	Pavement Markings	\$89,234.05	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name A&D Flagging, LLC Address P.O. Box 30443 City/St/Zip Portland, OR 97283 Phone# (503) 875-1625 OCCB# 220198	Flagging	\$73,370.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**CLACKAMAS COUNTY
GOOD FAITH EFFORT
M/W/ESB CONTACT / BIDS RECEIVED LOG
(FORM 2)**

Prime Contractor: Baker Rock Crushing Co., Inc. dba Baker Rock Resources

Project: #2020-106 All Roads Transportation Safety ("ARTS") Rural Systemic Safety Project

Prime Contractor must contact or endeavor to contact at least 3 M/W/ESB Subcontractors for each Division of Work. Prime Contractor shall record its contacts with M/W/ESB Subcontractors through use of this log (or equivalent) entering all required information. All columns shall be completed where applicable. Additional forms may be copied if needed.

NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work (Painting, electrical, landscaping, etc.)	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY Check Yes or No			REJECTED BIDS (if bid received & not used)		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other. If Other, explain in Notes>>)	
A&D Flagging, LLC	Flagging	01/19/21			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$73,370.00		
D&H Flagging	Flagging	01/19/21			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$76,975.25	Price	
Chick of All Trades, LLC dba C.O.A.T. Flagging	Flagging	01/19/21			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$70,523.75	Other	Exclusions indicated that rates would increase in June.
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
**In regards to the Pavement Markings, we could not find any qualified pavement marking companies that were DBE Certified to complete this scope of work.					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			

**CLACKAMAS COUNTY
GOOD FAITH EFFORT
PROJECT COMPLETION REPORT
(FORM 3)**

Prime Contractor Name:

Total Contract Amount:

Project Name: #2020-106 All Roads Transportation Safety ("ARTS") Rural Systemic Safety Project

Complete this form and submit with your request for final payment upon the project completion. Please list all subcontractors used for the project. Use additional sheets as necessary.

LIST ALL SUBCONTRACTORS BELOW Use correct legal name of Subcontractor (No Assumed Business Names)	Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors	FINAL DOLLAR AMOUNT OF SUBCONTRACT	If Certified or self-reported MBE/WBE/ESB Subcontractor Check box <input checked="" type="checkbox"/>		
			MBE	WBE	ESB
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

BY SIGNING BELOW, I HEREBY CERTIFY THAT THE ABOVE LISTED FIRMS HAVE BEEN UTILIZED BY OUR COMPANY IN THE AMOUNTS REPRESENTED ABOVE AND THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE. .

Authorized Signature of Contractor Representative

Date



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID BOND

Project Name: #2020-106 All Roads Transportation Safety ("ARTS") Rural Systemic Safety Project

We, Baker Rock Crushing Co. Inc. dba Baker Rock Resources, as "Principal," (Name of Principal)

and Travelers Casualty and Surety Company of America, an Connecticut Corporation, (Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto Clackamas County ("Obligee") the sum of (\$10% of Bid Amount)

Ten Percent (10%) of Bid Amount dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No. 2020-106) for the project identified above which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 4th day of February, 2021.

Principal: Baker Rock Crushing Co. Inc. dba Baker Rock Resources

Surety: Travelers Casualty and Surety Company of America

By: T. A. Baker Signature

By: Attorney-In-Fact, Amber Lynn Reese

President Official Capacity

Amber Lynn Reese Name

Attest: T. A. Baker Corporation Secretary

1501 Fourth Ave., Suite 1000 Address

Seattle, WA 98101 City State Zip

(206) 326-4290 Phone (206) 326-4291 Fax





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Amber Lynn Reese of PORTLAND Oregon, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

City of Hartford ss.

By: [Signature] Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



[Signature] Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

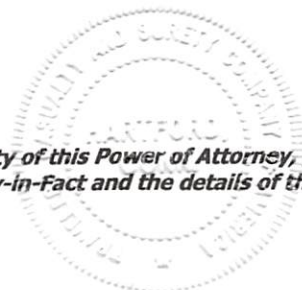
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 4th day of February, 2021



[Signature] Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID FORM

PROJECT: #2020-106 All Roads Transportation Safety ("ARTS") Rural Systemic Safety Project
BID CLOSING: February 4, 2021, 2:00 PM, Pacific Time
BID OPENING: February 4, 2021, 2:05 PM, Pacific Time

FROM: Baker Rock Crushing Co., Inc.
Bidder's Name (must be full legal name, not ABN/DBA)

TO: Clackamas County
Procurement Division - Attention George Marlton, County Procurement Officer
2051 Kaen Road
Oregon City, OR 97045

1. Bidder is (check one of the following and insert information requested):

- a. An individual; or
b. A partnership registered under the laws of the State of ; or
X c. A corporation organized under the laws of the State of Oregon ; or
d. A limited liability corporation organized under the laws of the State of ;

and authorized to do business in the State of Oregon hereby proposes to furnish all material and labor and perform all work hereinafter indicated for the above project in strict accordance with the Contract Documents for the Basic Bid as follows:

Nine Hundred Twenty Nine Thousand Six Hundred Forty Eight Dollars and 65 Cents Dollars (\$ 929,648.65)

and the Undersigned agrees to be bound by the following documents:

- Notice of Public Improvement Contract Opportunity
• Instructions to Bidders
• Bid Bond
• Public Improvement Contract Form
• Prevailing Wage Rates
• Plans, Specifications and Drawings
• Supplemental Instructions to Bidders
• Bid Form
• Performance Bond and Payment Bond
• Payroll and Certified Statement Form

• ADDENDA numbered 1 through 1, inclusive (fill in blanks)

2. The Undersigned proposes to add to or deduct from the Base Bid indicated above the items of work relating to the following Alternate(s) as designated in the Specifications: N/A

3. The Undersigned proposes to add to or deduct from the Base Bid indicated above the items or work relating to the following Unit Price(s) as designated in the Specifications, for which any adjustments in the Contract amount will be made in accordance with the project specifications: Provide the attached Bid Schedule with Bid.

4. The work shall be completed within the time stipulated and specified in 00180.50(h) of the Special Provisions for All Roads Transportation Safety Rural Systemic Safety Countermeasures.

5. Accompanying herewith is Bid Security which is equal to ten percent (10%) of the total amount of the Basic Bid, plus the total sum of Alternatives (if any).

6. The Undersigned agrees, if awarded the Contract, to execute and deliver to Clackamas County, within twenty (20) calendar days after receiving the Contract forms, a Contract Form, and a satisfactory Performance Bond and Payment Bond each in an amount equal to one hundred percent (100%) of the Contract sum, using forms provided by the Owner. The surety requested to issue the Performance Bond and Payment Bond will be:

Travelers Casualty and Surety Company of America - Connecticut

(name of surety company - not insurance agency)

The Undersigned hereby authorizes said surety company to disclose any information to the Owner concerning the Undersigned's ability to supply a Performance Bond and Payment Bond each in the amount of the Contract.

7. The Undersigned further agrees that the Bid Security accompanying the Bid is left in escrow with Clackamas County; that the amount thereof is the measure of liquidated damages which the Owner will sustain by the failure of the Undersigned to execute and deliver the above-named Contract Form, Performance Bond and Payment Bond, each as published, and that if the Undersigned defaults in either executing the Contract Form or providing the Performance Bond and Payment Bond within twenty (20) calendar days after receiving the Contract forms, then the Bid Security shall become the property of the Owner at the Owner's option; but if the Bid is not accepted within thirty (30) calendar days of the time set for the opening of the Bids, or if the Undersigned executes and timely delivers said Contract Form, Performance Bond and Payment Bond, the Bid Security shall be returned.

8. The Undersigned certifies that: (i) This Bid has been arrived at independently and is being submitted without collusion with and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit independent bidding or competition; and (ii) the contents of the Bid have not been communicated by the Undersigned or its employees or agents to any person not an employee or agent of the Undersigned or its surety on any Bond furnished with the Bid and will not be communicated to such person prior to the official opening of the Bid.

9. The undersigned HAS, HAS NOT (*check one*) paid unemployment or income taxes in Oregon within the past 12 months and DOES, DOES NOT (*check one*) a business address in Oregon. The undersigned acknowledges that, if the selected bidder, that the undersigned will have to pay all applicable taxes and register to do business in the State of Oregon before executing the Contract Form.

10. The Undersigned agrees, if awarded a contract, to comply with the provisions of ORS 279C.800 through 279C.870 pertaining to the payment of the prevailing rates of wage.

11. Contractor's CCB registration number is 3838. As a condition to submitting a bid, a Contractor must be registered with the Oregon Construction Contractors Board in accordance with ORS 701.035 to 701.055, and disclose the registration number. Failure to register and disclose the number will make the bid unresponsive and it will be rejected, unless contrary to federal law.

12. The successful Bidder hereby certifies that all subcontractors who will perform construction work as described in ORS 701.005(2) were registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time the subcontractor(s) made a bid to work under the contract.

13. The successful Bidder hereby certifies that, in compliance with the Worker's Compensation Law of the State of Oregon, its Worker's Compensation Insurance provider is Hartford Fire Insurance Co., Policy No. 14WEOE0003, and that Contractor shall submit Certificates of Insurance as required.

14. Contractor's Key Individuals for this project (supply information as applicable):

Project Executive:	<u>Mark Bauer</u>	Cell Phone:	<u>503-642-2531</u>
Project Manager:	<u>Alexander Brock</u>	Cell Phone:	<u>503-214-0518</u>
Job Superintendent:	<u>Calvin Smith</u>	Cell Phone:	<u>503-752-4763</u>
Project Engineer:	<u>Trenton Bevan</u>	Cell Phone:	<u>541-661-6339</u>

15. The Undersigned certifies that it has not discriminated against minority, women, or emerging small businesses in obtaining any subcontracts for this project.

16. The Undersigned certifies that it has a drug testing program in accordance with ORS 279C.505.

REMINDER: Bidder must submit the below First-Tier Subcontractor Disclosure Form.

By signature below, Contractor agrees to be bound by this Bid.

NAME OF FIRM Baker Rock Crushing Co., Inc. dba Baker Rock Resources

ADDRESS 21880 SW Farmington Rd.


Beaverton, OR 97007

TELEPHONE NO 503-214-0518

EMAIL markbauer@baker-rock.com

SIGNATURE 1) Sole Individual

or 2) Partner

or 3) 
Authorized Officer or Employee of Corporation

***** **END OF BID** *****

Bid #2020-106 Addendum #1 ARTS Rural Systemic Safety Countermeasures Project


ITEM	SPEC	ITEM DESCRIPTION	Unit	Quantity	Unit Price	Amount
101	0210-0100000A	MOBILIZATION	LS	1	50,000.00	50,000.00
102	0225-0100000A	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	LS	1	19,800.00	19,800.00
103	0225-0168000T	FLAGGERS	HOUR	1,265	87.20	110,308.00
104	0310-0110000A	REMOVAL OF DELINEATORS	LS	1	94.60	94.60
105	0840-0102000E	DELINEATORS, TYPE 2	EACH	564	41.80	23,575.20
106	0851-0101000F	PAVEMENT LINE REMOVAL	FOOT	3,615	0.51	1,843.65
107	0851-0102000J	PAVEMENT BAR REMOVAL	SQFT	1,010	3.40	3,434.00
108	0851-0103000E	PAVEMENT LEGEND REMOVAL	SQFT	250	3.40	850.00
109	0855-0101000E	MONO-DIRECTIONAL WHITE TYPE 1AR MARKERS	EACH	554	5.10	2,825.40
110	0856-0101000E	PERMANENT SURFACE MOUNTED TUBULAR MARKERS	EACH	139	88.60	12,315.40
111	0866-0117000F	HI-BUILD PAINT, SPRAYED, SURFACE	FOOT	27,720	0.22	6,098.40
112	0867-0103100E	PAVEMENT LEGEND, TYPE B-HS: ARROWS	EACH	1	511.00	511.00
113	0867-0107100E	PAVEMENT LEGEND, TYPE B-HS: "STOP"	EACH	7	483.00	3,381.00
114	0867-0107100E	PAVEMENT LEGEND, TYPE B-HS: "AHEAD"	EACH	1	966.00	966.00
115	0867-0145100J	PAVEMENT BAR, TYPE B-HS	SQFT	5,570	11.00	61,270.00
116	0867-0152000E	PAVEMENT LEGEND, TYPE B-HS: "SLOW"	EACH	2	483.00	966.00
117	0867-0169100E	PAVEMENT LEGEND, TYPE B-HS: YIELD LINE TRIANGLE	EACH	20	39.80	796.00
118	0905-0100000A	REMOVE EXISTING SIGNS	LS	1	495.00	495.00
119	0905-0101000A	REMOVE AND REINSTALL EXISTING SIGNS	LS	1	417.00	417.00
120	0905-0102000A	REMOVE EXISTING SUPPORT	LS	1	78,300.00	78,300.00
121	0905-0103000A	REMOVE AND REINSTALL EXISTING SUPPORT	LS	1	9,430.00	9,430.00
122	0920-0100000A	SIGN SUPPORT FOOTINGS	LS	1	9,690.00	9,690.00
123	0930-0117000A	PERFORATED STEEL SQUARE TUBE ANCHOR SIGN SUPPORTS (2"x2" 12-ga)	EACH	1,687	182.00	307,034.00
124	0930-0117000A	PERFORATED STEEL SQUARE TUBE ANCHOR SIGN SUPPORTS (2.5"x2.5" 12-ga)	EACH	55	395.00	21,725.00
125	0940-0202000J	SIGNS, STANDARD SHEETING, SHEET ALUMINUM	SQFT	19,461	10.30	200,488.30
125		REFLECTIVE POST SLEEVES	EACH	37	83.10	3,074.70
TOTAL						929,648.65

Total Price Nine Hundred Twenty Nine Thousand Six Hundred Forty Eight Dollars and

Sixty Five Cents Cents

Name of Firm Baker Rock Crushing Co., Inc. dba Baker Rock Resources

Name (Print) Mark Bauer

Signature  Date 2-4-21



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PERFORMANCE BOND

Bond No.: 107392185
Solicitation: #2020-106
Project Name: All Roads Transportation Safety ("ARTS") Rural Systemic Safety Project

Table with 2 columns: Surety Name and Bond Amount. Rows include Travelers Casualty and Surety #1, Surety Company of America (Surety #2)*, and Total Penal Sum of Bond.

We, Baker Rock Crushing Co., dba Baker Rock Resources as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves...

WHEREAS, the Principal has entered into a contract with Clackamas County, along with the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation; and

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference...

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work...

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects...

all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.


Nonpayment of the bond premium will not invalidate this bond nor shall Clackamas County, be obligated for the payment of any premiums.

This bond is given and received under authority of Oregon Revised Statutes Chapter 279C and the Clackamas County Local Contractor Review Board Rules, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this 16 day of March, 2021.

PRINCIPAL: Mark Bauer

By: 
Signature
Vice President of Operations
Official Capacity

Attest: _____
Corporation Secretary

SURETY: Travelers Casualty and Surety Company of America
[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each bond]

Tamara A. Ringeisen ATTORNEY-IN-FACT
Name


Signature

1501 Fourth Ave., Suite 1000
Address

Seattle, WA 98101
Address

City State Zip
503.467.2809 866.577.1326

Phone Fax





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Tamara A Ringeisen** of **PORTLAND, Oregon**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, 2019.



State of Connecticut
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission expires the **30th** day of **June**, 2021




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **16** day of **March**, 2021




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No.: 107392185

Solicitation: #2020-106

Project Name: All Roads Transportation Safety ("ARTS") Rural Systemic Safety Project

Table with 3 columns: Surety Name, Bond Amount No., and Amount. Includes entries for Travelers Casualty and Surety Company of America, and a Total Penal Sum of Bond of \$929,648.65.

* If using multiple sureties

We, Baker Rock Crushing Co., dba Baker Rock Resources, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) \$929,648.65 Nine Hundred Twenty Nine Thousand Six Hundred Forty Eight and 65/100-(Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

WHEREAS, the Principal has entered into a contract with Clackamas County, along with the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation; and

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless Clackamas County and its elected officials, officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and

shall permit no lien nor claim to be filed or prosecuted against Clackamas County on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.


Nonpayment of the bond premium will not invalidate this bond nor shall Clackamas County be obligated for the payment of any premiums.

This bond is given and received under authority of Oregon Revised Statutes Chapter 279C and the Clackamas County Local Contractor Review Board Rules, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this 16 day of March, 2021.

PRINCIPAL: Mark Bauer

By: 

Signature

Vice President of Operations

Official Capacity

Attest: _____

Corporation Secretary

SURETY: Travelers Casualty and Surety Company of America
[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each bond]

Tamara A. Ringeisen ATTORNEY-IN-FACT

Name



Signature

1501 Fourth Ave., Suite 1000

Seattle, WA 98101 Address

City State Zip
503.467.2809 866.577.1326

Phone Fax





CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
PROJECT INFORMATION, PLANS, SPECIFICATIONS AND DRAWINGS

PROJECT: #2020-106 All Roads Transportation Safety (“ARTS”) Rural Systemic Safety Project

Project Background:

Clackamas County Department of Transportation and Development is seeking a qualified contractor to install signing and pavement markings for the ARTS Rural Systemic Safety Countermeasures Project. This project has two components: horizontal alignment warning signs to prevent road departure crashes; and intersection signs and pavement markings to prevent intersection crashes. The successful contractor will install the following:

Systemic Horizontal Alignment Signs

Install updated horizontal alignment warning signs per the project plans on approximately 106 miles on 21 rural arterial and collector corridors to reduce crashes and to comply with MUTCD standards. Signs will include advance curve/turn warning signs, advisory speed plaques, chevron signs, and others.

Systemic Rural Intersections

Install various safety countermeasures per project plans to reduce crashes at 82 rural intersections. The safety countermeasures include doubled-up, oversized advance warning signs, doubled-up STOP signs, retroreflective sheeting on sign posts, enhanced pavement markings, RPMs, delineators, and others.

The safety countermeasures included in this project are expected to result in measurable reductions in fatal and serious injury crashes on County rural roadways, which is consistent with the goal of the Clackamas County Transportation Safety Action Plan to eliminate serious injury and fatal crashes by 2035.

Engineers Estimate: \$1,212,000.00

Key Dates:

All Basic Bid Work may begin as soon as the Notice to Proceed (“NTP”) is issued

Substantial Completion: April 30, 2022

Final Completion: June 30, 2022

Time is of the essence for this Project. Note the Liquidated Damages requirements as described in the project Specifications.

The Scope further includes the following Plans, Specifications and Drawings:

SPECIAL PROVISIONS FOR ALL ROADS TRANSPORTATION SAFETY RURAL SYSTEMIC SAFETY COUNTERMEASURES- CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPOMENT dated 2020.

ARTS Systemic Safety Design Drawing Set – pages 1 through 370.

SPECIAL PROVISIONS

FOR

**ALL ROADS TRANSPORTATION SAFETY
RURAL SYSTEMIC SAFETY COUNTERMEASURES**

**CLACKAMAS COUNTY DEPARTMENT OF
TRANSPORTATION AND DEVELOPMENT**

CLACKAMAS COUNTY, OREGON

SIGNING AND PAVEMENT MARKINGS

2020



**ARTS Rural Systemic Safety Countermeasures
Signing and Pavement Markings**


CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SPECIAL PROVISIONS

FOR

**ARTS RURAL SYSTEMIC SAFETY
COUNTERMEASURES**

PROFESSIONAL OF RECORD CERTIFICATION:

 <p>REGISTERED PROFESSIONAL ENGINEER 56,267</p> <p>Digitally signed by Scott M. Mansur Date: 2020.12.17 16:07:33-08'00'</p> <p>OREGON JULY 9, 2002 SCOTT M. MANSUR</p> <p>EXPIRES: DEC. 31, 2020</p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Redland Road Radar Speed Feedback Signs Project. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections: 00210, 00220, 00225, 00280, 00290, 00310, 00440, 00840, 00850, 00851, 00855, 00856, 00866, 00867, 00905, 00920, 00930, 00940, 02040, 02050, 02530, 02560, 02910</p>
<p>Date Signed: December 17, 2020</p>	

ARTS Rural Systemic Safety Countermeasures Signing and Pavement Markings

SPECIAL PROVISIONS

WORK TO BE DONE

ARTS RURAL SYSTEMIC SAFETY COUNTERMEASURES PROJECT

CLACKAMAS COUNTY, OREGON

The ARTS Rural Systemic Safety Countermeasures Project is a signing and pavement markings project. The project has two components:

1. Systemic Horizontal Alignment Signs: Install horizontal alignment warning signs, based on the project plans, over approximately 110 miles on 22 rural arterial and collector corridors.
2. Systemic Rural Intersection Safety Improvements: Install signing and pavement markings, based on the project plans, at 78 rural intersections

The safety countermeasures included in this project are expected to result in measurable reductions in fatal and serious injury crashes on County rural roadways, which is consistent with the goal of the Clackamas County Transportation Safety Action Plan to eliminate serious injury and fatal crashes by 2035.

Updating horizontal warning signs is a proven safety countermeasure that is associated with a 16% reduction in road-departure crashes. This project will also bring 110 miles of rural arterials and collectors into compliance with MUTCD standards for horizontal alignment signs.

The planned intersection safety countermeasures are proven to reduce the number of intersection crashes by 20%-30%.

APPLICABLE SPECIFICATIONS

The Specifications that are applicable to the Work on this Project is the 2018 edition of the "Oregon Standard Specifications for Construction", as modified by these Special Provisions. All Sections in Part 00100 apply, whether or not modified or referenced in the Special Provisions.

All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety.

The construction drawings may include standard drawings or details within the plan set or they may be included by reference. If standard drawings or details are included, it is intended to indicate that this specific drawing be used. If standard drawings or details are referenced, it is intended to indicate that the latest available drawing should be used.

CLASS OF WORK

Signing and Pavement Markings

ARTS Rural Systemic Safety Countermeasures Signing and Pavement Markings

Section 00110 – Organization, Conventions, Abbreviations and Definitions

Comply with Section 00110 of the Standard Specifications supplemented and/or modified as follows:

00110.05(d) References to Laws, Acts, Regulations, Rules, Ordinances, Statutes, Orders, and Permits

Add the following to the first bullet (Statutes and Rules):

- Clackamas County's Local Contract Review Board (LCRB) Rules are accessible online on the County's website (<http://www.clackamas.us/code/documents/appendixc.pdf>).

00110.10 Abbreviations

Add the following:

CCDA - Clackamas County Development Agency

DTD - Clackamas County Department of Transportation and Development

LCRB - Local Contract Review Board

ODFW - Oregon Department of Fish and Wildlife

UNS - Utility Notification System

WES - Water Environment Services of Clackamas County

00110.20 Definitions

Add or modify definitions as follows:

Agreement Form – The written agreement between the Owner and Contractor covering the work to be performed under the contract.

Amendment – A contract modification for Additional Work, Changed Work, Extra Work, Field Directives, or other changes. An Amendment changes the contract value, scope, and/or time. Amendments require formal approval by the Board of County Commissioners, pursuant to LCRB Rule Division C-049-160, prior to approval of such work.

Approved Equal - Materials or services proposed by the contractor and approved by the County as equal substitutes for those materials or services specified.

Award – Same as "Notice to Intent to Award".

BCC – The Clackamas County Board of County Commissioners

Bid - A written offer by a bidder on forms furnished by the County to do work stated in the bid documents at the prices quoted. "Bid" is synonymous with "proposal" in these bid documents.

Bid Closing - The date and time for Bid Closing is the same as the date and time for Bid Opening.

ARTS Rural Systemic Safety Countermeasures Signing and Pavement Markings

Bid Documents- The following documents together comprise the Bid Documents:

- Invitation to Bid, Instructions to Bidders, Bid Form, Bid Proposal, Schedule of Prices, Bid
- Bond, Performance Bond
- Certificate of Insurance, Prevailing Wage Rates
- The "Oregon Standard Specifications for Construction" by ODOT and APWA, 2018 edition.
- Plans and drawings
- Other bid documents included or referenced in the bid documents
- Addenda, if any
- The Agreement Form and Special Provisions

Bonds - The bond or surety bond is a written document given by the surety and principal to the obligee to guarantee a specific obligation.

Change Order - A price agreement for Extra Work, Changed Work, field directives, or other changes. A Change Order does not change the contract value, scope, or time until it is incorporated into an Amendment. Change Orders will be agreed upon, in writing, by the County Project Manager and the Contractor's designated representative.

Contract - The written contract agreement, including amendments, signed by the Contractor and Clackamas County, which describes the work to be done, the contract amount, and defines the relationships and obligations of the Contractor and the County.

Contract Documents - The Invitation to Bid, the Instructions to Bidders, the accepted Bid Proposal and Schedule of Prices, the Subcontractor List, the Bid Bond, the Performance and Payment Bond, the Certificate of Insurance, the Prevailing Wage Rates, the Standard Specifications and Special Provisions, Amendments, the Plans and Drawings, the Agreement, as well as all documents incorporated by reference therein, and any and all addenda prepared by or at the direction of and adopted by the County and further identified by the signature of the parties and all modifications thereof incorporated in the documents before their execution.

County - The term "County" shall mean Clackamas County, including the Board of County Commissioners, employees and agents of the County authorized to administer the conditions of these contract documents.

Department – A subdivision of the Agency.

Engineer - The County's Project Manager either acting directly or through an authorized representative(s). When referring to approval of extra work or other Contract modifications, "Engineer" also refers to the County's legal authority according to the LCRB rules.

Invitation to Bid - The public announcement (Notice to Contractors) inviting bids for work to be performed or materials to be furnished.

ARTS Rural Systemic Safety Countermeasures Signing and Pavement Markings

Legal Holiday - As defined in ORS 279C.540.

Lump Sum - A method of payment providing for one all-inclusive cost for the work or for a particular portion of the work.

Notice of Intent to Award - A written notice from the County notifying bidders that the County intends to award to the responsible bidder submitting lowest responsive bid.

ODOT Procurement Office – Clackamas County Purchasing Department.

Owner – Synonymous with Agency.

Plan Holder’s List – A list of contractor’s names, contact names, phone and fax numbers that the County’s Purchasing Department creates during bidding of the Project.

Project Manager – The Owner’s representative who directly supervises the engineering and administration of the contract.

Shop Drawings – Synonymous with Working Drawings.

Solicitation Document – Synonymous with Bid Documents.

Standard Drawings – The Agency-prepared detailed drawings for Work or methods of construction that normally do not change from project to project. The Standard Drawings include the ODOT Standard Drawings.

Standard Specifications - "Oregon Standard Specifications for Construction", current edition, published by the Oregon Department of Transportation and as amended by **the Agency**.

State - Where the term “State” or “State of Oregon” or “ODOT” appears in the contract documents it shall mean “Clackamas County”, “State of Oregon”, or “ODOT” as applicable because of context.

Work Day - Any and every calendar day from January 1 to December 31 of every year, excluding Saturdays, Sundays and Legal Holidays.

Section 00120 – Bidding Requirements and Procedures

Comply with Section 00120 of the Standard Specifications supplemented and/or modified as follows:

00120.00 Prequalification of Bidders - Delete and replace with the following:

See Instructions to Bidders.

00120.01 General Bidding Requirements – Delete and replace with the following:

See Instructions to Bidders.

00120.05 Request for Plans, Special Provisions, and Bid Booklets: – Delete and replace with the following:

See Notice of Public Improvement Contract and Instructions to Bidders.

ARTS Rural Systemic Safety Countermeasures Signing and Pavement Markings

Copies of the 2018 Oregon Standard Specifications for Construction and Supplements might be found on the Oregon Department of Transportation website at:

http://www.oregon.gov/ODOT/Business/Pages/Standard_Specifications.aspx

00120.15 Examination of Work Site and Solicitation Documents; Consideration of Conditions to be Encountered – Delete the third paragraph.

00120.17 Use of Agency-Owned Land for Staging or Storage Areas – Add the following:

If no County-owned adjacent property is available for the Contractor, no changes here are necessary. If there is County-owned adjacent property but it won't be available, a specific restriction should be mentioned in 00120.17 (b) and (c).

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids - Delete and replace with the following:

See Instructions to Bidders.

00120.40 Preparation of Bids – Delete and replace this section with the following:

See Instructions to Bidders.

00120.45 Submittal of Bids - Delete and replace with:

See Instructions to Bidders.

00120.50 Submitting Bids for More than One Contract – Delete this subsection.

00120.60 Revision or Withdrawal of Bids - Delete and replace with the following:

See Instructions to Bidders.

00120.68 Mistakes in Bids – Delete and replace with the following:

See Instructions to Bidders.

00120.70 Rejection of Nonresponsive Bids – Delete and replace with the following:

See Instructions to Bidders.

00120.95 Opportunity for Cooperative Arrangement – Delete this section.

Section 00130 – Award and Execution of Contract

Comply with Section 00130 of the Standard Specifications supplemented and/or modified as follows:

00130.00 Consideration of Bids - Delete third paragraph.

00130.10 Award of Contract - Delete and replace with the following:

ARTS Rural Systemic Safety Countermeasures Signing and Pavement Markings

See Instructions to Bidders.

00130.15 Right to Protest Award – Delete and replace with the following:

See Instructions to Bidders.

00130.30 Contract Booklet – Add the following:

Other documents are part of the contract documents by reference. These include, but are not limited to:

- The "Oregon Standard Specifications for Construction", 2018 Edition, as published by the Oregon Department of Transportation (ODOT).
- "Oregon Standard Drawings" latest edition, as published by ODOT.
- Clackamas County Service District No. 1 "Surface Water Standard Specifications", latest edition.

00130.40 Contract Submittals - Delete and replace with the following:

See Instructions to Bidders.

00130.70 Release of Bid Guaranties – Delete and replace with the following:

See Instructions to Bidders.

00130.80 Project Site Restriction- Replace the paragraph that begins "Until the Agency sends...", with the following paragraph:

Until the Agency sends the Contractor written Notice to Proceed with the Work, and the Contractor has filed the public works bonds required in 00170.20, the Contractor shall not go onto the Project Site on which the Work is to be done, nor move Materials, Equipment or workers onto the Project Site.

Section 00140 – Scope of Work

Comply with Section 00140 of the Standard Specifications supplemented and/or modified as follows:

00140.30 Agency-Required Changes in the Work – Replace the last paragraph with the following:

Upon receipt of an Engineer's written order modifying the Work, the Contractor shall perform the Work as modified via Change Order, which may be subject to approval as an Amendment.

If an Amendment incorporating changes to the Work increases the Contract amount, the Contractor shall notify its Surety of the increase and shall provide the Agency with a copy of any resulting modification to bond documents. The Contractor's performance of Work pursuant to Amendments shall neither invalidate the Contract nor release the Surety. Payment for changes in the Work shall be made in accordance with 00195.20. Contract Time adjustments shall be made in accordance with 00180.80.

ARTS Rural Systemic Safety Countermeasures Signing and Pavement Markings

00140.31 "As-Built" Records - Add the following section:

Maintain a current and accurate record of the work completed during the course of this contract. This may be in the form of "as-built" drawings kept by accurately marking a designated set of the contract plans with the specified information as the Work proceeds. Accurate, complete and current "as-built" drawings are a specified requirement for full partial payment of the work completed. At project completion and as a condition of final payment, the Contractor shall deliver to the Project Manager a complete and legible set of "as-built" drawings.

The "as-built" drawings must show the information listed below. Where the term "locate" or "location" is used, it shall mean record of position with respect to both the construction vertical datum and either construction horizontal datum or a nearby permanent improvement.

- Record location of underground services and utilities as installed.
- Record location of existing underground utilities and services that are to remain and that are encountered during the course of the work.
- Record changes in dimension, location, grade or detail to that shown on the plans.
- Record changes made by change order.
- Record details not in the original plans.
- Provide fully completed shop drawings reflecting all revisions.

Section 00150 – Control of Work

Comply with Section 00150 of the Standard Specifications modified as follows:

00150.00 Authority of the Engineer – Delete and replace the first sentence with the following:

Except as indicated elsewhere in the Contract (e.g. Amendment approval by the BCC), the Engineer has full authority over the Work and its suspension.

00150.05 Cooperative Arrangements – Delete this section.

00150.10 Coordination of Contract Documents

(a) Order of Precedence – Delete this section and replace with the following:

The Engineer will resolve any discrepancies between these documents in the following order of precedence:

- Approved Amendments;
- Approved Change Orders
- Bid Schedule with Schedule of Prices;
- Permits from governmental agencies
- Special Provisions;

ARTS Rural Systemic Safety Countermeasures Signing and Pavement Markings

- Agency-prepared drawings specifically applicable to the Project and bearing the Project title;
- Reviewed and accepted, stamped Working Drawings;
- Agreement Form;
- Standard Drawings;
- Approved Unstamped Working Drawings;
- Standard Specifications;
- All other Contract Documents not listed above.

Notes on a drawing shall take precedence over drawing details.

Dimensions shown on the drawings, or that can be computed, shall take precedence over scaled dimensions.

00150.15(b) Agency Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Engineer will perform the Agency responsibilities described in the ODOT Construction Surveying Manual for Contractors, Chapter 1.5 (see Section 00305) and the following:

- 1) Lay out and construction stakes for sign pole installations;
- 2) Stake right-of way or easement lines;
- 3) All stakes will be one-time only; and
- 4) Deduct from payments due the Contractor all costs incurred to replace stakes and marks negligently or intentionally damaged, removed, or destroyed by the Contractor.

00150.15(c) Contractor Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall perform the Contractor responsibilities described in the ODOT Construction Surveying Manual for Contractors, Chapter 1.6 (see Section 00305).

00150.50 Cooperation with Utilities: Add the following to the end of Paragraph (a):

There may be other utility servers who are not specifically listed in these Special Provisions or on the Plans that may be adjusting or inspecting their facilities within the project limits.

00150.50(c) Contractor Responsibilities – Add the following to the bulleted list:

- Hold a utility scheduling meeting and monthly utility coordination meetings (see also 00180.42);
- Maintain and re-establish utility location marks according to OAR 952-001-0090(2)(a). Coordinate re-establishment of the location marks with the associated Utility;
- Determine the exact location before excavating within the reasonable accuracy zone according to OAR 952-001-0090(2)(c);

ARTS Rural Systemic Safety Countermeasures Signing and Pavement Markings

- Backfill any exposed utilities as recommended and approved by the Utility representative. Obtain utility locate warning tape from the Utility and replace damaged or removed warning tape. Utility locate warning tape may not be present at all existing utilities;
- Stake, place warning tape, and maintain no work limits around critical Utility facilities as shown or directed by the Engineer and the Utility; and
- In addition to the notification required in OAR 952-001-0090(5), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown utility issues.
- The existing underground utilities shown on the Plans have been determined by as-built records and field surveys, but are not guaranteed to be complete or accurate. The Contractor shall be responsible for contacting the individual utility companies to mark locations, and arranging with them for any relocation work that should be required.
- The Contractor shall make excavations and borings ahead of the work where necessary to determine the exact location of underground pipes or other features, which might interfere with construction. The Contractor shall support and protect pipes or other services where they cross the trench and shall be responsible for all damages incidental in interruptions of service that may be caused by Contractor operations. Where a new utility line crosses an existing pipeline or other conduit, the trench backfill shall be well compacted in a manner that provides for the required backfill and compaction standards while protecting the utility in question.
- Energized power lines overhang portions of the Work with a minimum vertical clearance of 18 feet. Contractor shall maintain at least 10 feet of safety clearance. Exceptions require written approval from the Portland General Electric and may require an On-Site safety watcher, at no cost to the Contractor. Provide the Engineer a copy of the written approval of exception before beginning work.

00150.60(a) Load and Speed Restrictions for Construction Vehicles and Equipment - Add the following bullet to the end of the bullet list:

The Contractor shall restrict the combined weights of construction vehicles, Equipment, and Materials on Bridges according to 00220.45.

Section 00160 – Source of Materials

Comply with Section 00160 of the Standard Specifications supplemented and/or modified as follows:

00160.05 Qualified Products List (QPL) - Replace this subsection, except for the subsection number and title, with the following:

The QPL is a listing of manufactured products available on the market (shelf items) that ODOT has evaluated and found suitable for a specified use in highway construction. The QPL is available from ODOT's Construction Section website at:

ARTS Rural Systemic Safety Countermeasures Signing and Pavement Markings

<http://www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx>

The most current published PDF version of the QPL on ODOT's Construction Section website at the time of Advertisement is the version in effect for the Project. The Engineer may approve for use a conditionally qualified product, or a product qualified for inclusion in a later edition of the QPL, if the Engineer finds the product acceptable for use on the Project.

Use of listed products shall be restricted to the category of use for which they are listed. The Contractor shall install all products as recommended by the manufacturer. The Contractor shall replace qualified products not conforming to Specifications or not properly handled or installed at no additional cost to the Agency.

Section 00165 – Quality of Materials

Comply with Section 00165 of the Standard Specifications modified as follows:

00165.04 Costs of Testing – Replace this section with the following sentence: All testing required to be performed by the Contractor will be at the Contractor's expense.

00165.10(a) Field-Tested Materials – Add the following sentence: The County follows the MFTP on its projects:

00165.10(b) Nonfield-Tested Materials - Add the following sentence:

The County follows the NTMAG on its projects.

00165.91 Fabrication Inspection Expense - In the paragraph that begins "Fabrication of certain items...", replace the sentence that begins "Therefore, each time that..." with the following sentence:

Therefore, each time that inspection by or on behalf of the Agency is necessary, payment to the Contractor will be reduced by an amount computed at the following rates:

In the paragraph that begins "This Subsection applies to all...", replace the first sentence, but not the bullet list, with the following sentence:

This Subsection applies to all fabricated items or manufactured Materials that are inspected by or on behalf of the Agency, which include, but are not limited to:

Section 00170 – Legal Relations and Responsibilities

Comply with Section 00170 of the Standard Specifications supplemented and/or modified as follows:

00170.00 General - Add the following two paragraphs after the paragraph that begins "In any litigation, the entire...":

The characterization of provisions of the Contract as material provisions or the failure to comply with certain provisions as a material breach of the Contract shall in no way be construed to

**ARTS Rural Systemic Safety Countermeasures
Signing and Pavement Markings**

mean that any other provisions of the Contract are not material or that failure to comply with any other provisions is not a material breach of the Contract.

All rights and remedies available to the Agency under applicable Laws are incorporated herein by reference and are cumulative with all rights and remedies under the Contract.

00170.01(a) Federal Agencies - Add the following to the list of Federal Agencies:

National Oceanic and Atmospheric Administration

00170.02 Permits, Licenses, and Taxes – Add the following:

This project is to be constructed in Clackamas County road right of way and streets. There are no separate road opening permits required from Clackamas County to perform the work required under this contract.

00170.61(a) Workers' Compensation - In the paragraph, replace "00170.70(d)" with "the Agreement".

00170.65(a) General - Add the following paragraph to the end of this subsection:

As required by ORS 279C.520, compliance by the Contractor with the prohibitions in ORS 652.220 is a material element of the Contract and failure to comply is a material breach that entitles the Agency to exercise any remedies available under the Contract, including but not limited to termination for default. The Contractor shall not prohibit any of the Contractor's employees from, or retaliate against an employee for, discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

Add the following subsection:

00170.67 Fees - The fee required by ORS 279C.825(1) will be paid by the Agency to the Commissioner of the Oregon Bureau of Labor and Industries under the administrative rules of the Commissioner.

00170.70(a) Insurance Coverages - Add the following to the end of this subsection:

The following insurance coverages and dollar amounts are required pursuant to this subsection:

Insurance Coverages	Combined Single Limit per Occurrence	Annual Aggregate Limit
Commercial General Liability	\$1,000,000	\$2,000,000
Commercial Automobile Liability	\$1,000,000	(aggregate limit not required)

00170.70(c) Additional Insured - Add the following paragraph and bullets to the end of this subsection:

Clackamas County and its officers, agents, and employees

Clackamas County Board of Commissioners

**ARTS Rural Systemic Safety Countermeasures
Signing and Pavement Markings**

00170.72 Indemnity/Hold Harmless – Delete and replace with the following:

Clackamas County Public Improvement Contract.

Extend indemnity and hold harmless to the Agency and the following:

- Clackamas County and its officers, agents, and employees
- Clackamas County Board of Commissioners

00170.85(b-1) Contractor Warranty for Specific Items – This subsection does not apply:

Section 00180 – Prosecution and Progress

Comply with Section 00180 of the Standard Specifications supplemented and/or modified as follows:

00180.06 Assignment of Funds Due Under the Contract - Delete first bulleted item.

00180.21 Subcontracting - Add the following to subsection (a):

All contracts with subcontractors or suppliers shall have provisions making the contract assignable to the County, at the option of the County, if the Contractor terminates, goes out of business, declares bankruptcy, or otherwise is unable to perform provided that the County gives the subcontractor notice of assignment within fourteen (14) days of learning of the inability of the Contractor to perform.

The Engineer may revoke consent to subcontract. If the Engineer revokes consent to subcontract, the subcontractor shall be immediately removed from the Project Site.

00180.22 Payments to Subcontractors and Agents of the Contractor - Replace the paragraph that begins "To the extent practicable..." with the following paragraph:

To the extent practicable, the Contractor shall pay in the same units and on the same basis of measurement as listed in the Schedule of Items for subcontracted Work or other Work not done by the Contractor's own organization. The Agency will not be responsible for any overpayment or losses resulting from overpayment by the Contractor to subcontractors and to its other agents, work providers, service providers, and trucking services providers.

00180.40 Limitation of Operations - Add the following to subsection (a):

The Contractor must provide, at a minimum, a 48-hour notice to the Clackamas County Project Manager in order to perform any work on Saturdays.

Add the following subsection:

00180.40(c) Specific Limitations - Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

Limitations	Subsection
Cooperation with Utilities	00150.50
Contract Completion Time	00180.50(h)

**ARTS Rural Systemic Safety Countermeasures
Signing and Pavement Markings**

Right-of-Way and Access Delays	00180.65
Traffic Lane Restrictions	00220.40(e)
Special Events	00220.40(e)
In-water Work Restrictions	00290.34(a)
Noise Control	00290.32
Maintenance Under Traffic	00620.43
Opening Sections to Traffic	00744.51
Opening Sections to Traffic	00745.51

Be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this Subsection.

00180.41 Project Work Schedules – Add the following:

A Type “B” schedule as detailed in the Supplemental Specifications is required on this Contract. In addition, a three-week look ahead schedule shall be prepared by the Contractor on a weekly basis and submitted to the Engineer. It shall include all construction activities planned for the following three-week period. The three-week look ahead schedule can be hand-written and shall be in a format agreed upon by the Contractor and the Engineer.

00180.42 Preconstruction Conference - Add the following:

Before beginning On-Site Work and before meeting with the Engineer for the preconstruction conference, hold a group utilities scheduling meeting with representatives from the utility companies involved with this project. Incorporate the utilities time needs into the Contractor's schedule submitted prior to the preconstruction conference.

Submit the following during the preconstruction conference unless otherwise directed:

- The names, addresses, and telephone numbers of two or more persons employed by the Contractor who can be reached day or night to handle emergency matters.
- Subcontractor's list including contact list for each subcontractor with phone numbers and addresses and work to be performed.
- List of personnel authorized to sign change orders and receive progress payment warrants.
- Video recording of private properties affected by construction per 00150.70.

A representative of each subcontractor shall be required to attend the pre-construction conference.

00180.43 Commencement and Performance of Work - Add the following bullet item:

- Conduct the work at all times in a manner and sequence that will insure minimal interference with traffic. The Contractor shall not begin work that will interfere with work already started. If it is in the County's best interest to do so, the County may require the Contractor to finish a portion or unit of the project on which work is in progress or to finish

**ARTS Rural Systemic Safety Countermeasures
Signing and Pavement Markings**

a construction operation before work is started on an additional portion or unit of the project.

Add the following subsection:

00180.50(h) Contract Time - Complete all Work to be done under the Contract before the earlier of 360 Calendar Days, or April 30, 2022.

Recording of Calendar Days will begin on the day the Contractor begins On-Site Work as defined in 00110.20.

00180.70 Suspension of Work - Add the following to the first bullet item:

If the Inspector has reason to believe that any safety provisions are not being adhered to, the Inspector will immediately notify the Contractor's site foreman and/or the appropriate person and the County Project Manager. The purpose of this discussion is to determine the validity of the alleged violation. This will also allow the Contractor a reasonable amount of time to correct or improve any of the provisions for the safety on this project. If the County Project Manager finds the problem still unresolved or uncorrected, they will notify the Contractor's Project Manager and the County's Risk Management Safety Analyst. If the County's Risk Management Safety Analyst finds that the job site contains any unresolved safety issues they will take appropriate action up to and including suspension of the Contractor's operations on all or part of the Work.

00180.85(b) Liquidated Damages - Add the following paragraph:

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be \$600 per Calendar Day *.

* Calendar Day amounts are applicable when the Contract time is expressed on the Calendar Day or fixed date basis.

Add the following subsection:

00180.85(c) Lane Closures and Road Closures - Lane closures and road closures beyond the limits specified will inconvenience the traveling public and will be a cost to the Agency.

(1) Lane Closures - It is impractical to determine the actual damages the Agency will sustain in the event traffic lanes are closed beyond the limits listed in 00220.40(e). Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per 15 minutes, or for a portion of 15 minutes, per lane, for any lane closure beyond the limits listed in 00220.40(e). In addition to the liquidated damages, all added cost for traffic control measures, including flagging, required to maintain the lane closures beyond the allowed time limits, will be at no additional cost to the Agency. The required traffic control measures will be as determined by the Engineer.

The Engineer will determine when it is safe to reopen lanes to traffic. Assessment of liquidated damages will stop when all lanes have been safely reopened. Any liquidated damages assessed under these provisions will be in addition to those listed in 00180.85(b).

ARTS Rural Systemic Safety Countermeasures Signing and Pavement Markings

Section 00190 – Measurement of Pay Quantities

Comply with Section 00190 of the Standard Specifications supplemented and/or modified as follows:

00190.20(g) Agency-Provided Weigh Technician: Delete and replace subsection (g) with the following:

The Contractor must provide a weigh technician. The Agency will not provide one for the Contractor.

Section 00195 – Payment

Comply with Section 00195 of the Standard Specifications supplemented and/or modified as follows:

00195.10 Payment for Changes in Material Costs - Delete and replace with the following:

No asphalt cement cost adjustment shall be used on this project.

00195.12 Steel Material Price Escalation/De-Escalation Clause – Add the following sentence:

No steel material price escalation/de-escalations shall be used on this project. There is no option for Contractor participation.

00195.20(b) Significant Changed Work - Replace the paragraph that begins “Any such adjustments...” with the following paragraph:

Any adjustments may be less than, but will not be more than the amount justified by the Engineer on the basis of the established procedures set out in Section 00197 for determining rates. This does not limit the application of Section 00199.

Significant is defined as:

- An increase or decrease of more than 25 percent of the total cost of the Work calculated from the original proposal quantities and the unit contract prices; or,
- An increase or decrease of more than 25 percent in the quantity of any one major contract item.

For condition b) above, a major item is defined as any item that amounts to 10 percent or more of the original total contract price.

00195.50 Progress Payments and Retained Amounts - Modify as follows:

00195.50(a) Progress Payments - Modify as follows:

(1) Progress Estimates - Delete the first sentence and replace with the following:

ARTS Rural Systemic Safety Countermeasures Signing and Pavement Markings

At a regular period each month to be determined at the Preconstruction Conference, the Contractor will make an estimate of the amount and value of pay item work completed and in place. This estimate will be submitted to the Project Manager for review and approval.

(2) Value of Material on Hand - Delete the section and replace with the following:

(2) Value of Material on Hand - The Contractor will make an estimate of the amount and value of acceptable material to be incorporated in the completed work which has been delivered and stored as given in 00195.60(a) for review and approval.

(4) Limitations on Value of Work Accomplished - In the first sentence, change "Engineer's estimate" to "Contractor's reviewed estimate".

00195.50 (b) Retainage - Delete the first paragraph and replace with:

The amount to be retained from progress payments will be 5.0% of the value of payments made, and will be retained in one of the forms specified in Subsection (c) below. The County will withhold Retainage from all force account and change order work.

00195.50(c) Forms of Retainage – Delete first paragraph and replace with:

Forms of acceptable retainage are set forth below in Subsections (1) through (3). "Cash, Alternate A" or "Cash, Alternate B" (Retainage Surety Bond) are the Agency-preferred forms of retainage. Unless the Contractor notifies the County otherwise in writing, the County will automatically hold retainage per paragraph (2) "Cash, Alternate B (No Interest Earned)". If the Agency incurs additional costs as a result of the Contractor's election to use "Bonds and Securities", the Agency may recover such costs from the Contractor by a reduction of the final payment.

Delete and replace paragraph (2) with the following:

(2) Cash, Alternate B (No Interest Earned) – Retainage will be deducted from progress payments and held by the Agency until final payment is made in accordance with 00195.90, unless otherwise specified in the Contract.

00195.50(d) Release of Retainage – Delete this section and replace with the following:

(d) Release of Retainage - As the Work progresses, release of the amounts to be retained under (b) of this Subsection will only be considered for Pay Items that have been satisfactorily completed. For purposes of this Subsection, a Pay Item will be considered satisfactorily completed only if all of the Work for the Pay Item is complete and all contractual requirements pertaining to the Pay Item and Work have been satisfied. Work not included in a Pay Item, or which constitutes part of an uncompleted Pay Item, will not be regarded as satisfactorily completed Work for the purposes of this Subsection.

When the Work is 50% completed and upon written application of the Contractor and written approval of the Surety, the Engineer or Project Manager may reduce or eliminate retainage on remaining progress payments if the Work is progressing satisfactorily.

A determination of satisfactory completion of Pay Items or Work or release of retainage shall not be construed as acceptance or approval of the Work and shall not relieve the Contractor of

ARTS Rural Systemic Safety Countermeasures Signing and Pavement Markings

responsibility for defective Materials or workmanship or for latent defects and warranty obligations.

Section 00196 – Payment for Extra Work

Comply with Section 00196 of the Standard Specifications

Section 00197 – Payment for Force Account Work

Comply with Section 00197 of the Standard Specifications modified as follows:

00197.20(a) General - Replace the paragraph that begins "Except as modified by these..." with the following paragraph:

Except as modified by these provisions, Equipment use approved by the Engineer will be paid at the rental rates given in the most current edition of the EquipmentWatch Cost Recovery (Blue Book) published by EquipmentWatch, a division of Penton Business Media, Inc., and available from EquipmentWatch (phone 1-800-669-3282) (<http://equipmentwatch.com>).

00197.20(c-3) Rate Adjustment Factor - Replace this subsection, except for the subsection number and title, with the following:

The rate adjustment factor used above will be determined by applying only the Model Year Adjustment to the Blue Book Rates. The Regional and User Defined Ownership/Operating Adjustments shall not apply.

00197.20(c-5) Limitations - Delete the paragraph that begins "The Blue Book..."

Section 00199 – Disagreements, Protests and Claims

Comply with Section 00199 of the Standard Specifications supplemented and/or modified as follows:

00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies - Delete the entire section and replace with the following:

The Contractor must properly submit a claim as detailed in 00199.30.

(a) Engineer Claim Review - The Engineer or Project Manager will, as soon as practicable, consider and investigate a Contractor's properly submitted claim for additional compensation, Contract Time, or for a combination of additional compensation and Contract Time. Once the Engineer or Project Manager determines the Agency is in receipt of a properly submitted claim, the Engineer or Project Manager will arrange a meeting, within 28 Calendar Days, or as otherwise agreed by the parties, with the Contractor in order to present the claim for formal review and discussion. A person authorized by the Contractor to execute Change Orders on behalf of the Contractor must be present and attend all claim meetings.

ARTS Rural Systemic Safety Countermeasures Signing and Pavement Markings

If the Engineer or Project Manager determines that the Contractor must furnish additional information, records, or documentation to allow proper evaluation of the claim, the Engineer will schedule a second meeting, to be held within 14 calendar days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The Engineer or Project Manager will advise the Contractor of the decision to accept or reject the claim. If the Engineer or Project Manager finds the claim has merit, an equitable adjustment will be offered. If the Engineer or Project Manager finds the claim has no merit, no offer of adjustment will be made and the claim will be denied. The County intends to resolve claims at the lowest possible level.

If, at any step in the claim decision or review process, the Contractor fails to promptly submit requested information or documentation that the Agency deems necessary to analyze the claim, the Contractor is deemed to have waived its right to further review, and the claim will not be considered properly filed and preserved.

If the Engineer or Project Manager has denied a claim, in full or in part, for Contract Time only according to 00180.80, or has denied a claim, in full or in part, for correction of final compensation according to 00195.95, those disputed claims may then be resolved, in full or in part, at either of the two progressive steps of claim review procedure as specified in this Subsection. For all claims, all of the actions and review under each step of the review process shall occur before the review can be advanced to the next higher step.

(b) Director Claim Review - Upon request by the Contractor, the Department Director will review the Engineer or Project Manager's decision on the claim and advise the Contractor of the decision in writing. If the Director finds the claim has merit, and equitable adjustment will be offered. If the Director finds the claim has no merit, no offer of adjustment will be made and the claim will be denied.

Once the Engineer determines the Agency is in receipt of a properly submitted claim, the Engineer will arrange a meeting, within 21 Calendar Days or as otherwise agreed by the parties, with the Contractor in order to present the claim for formal review and discussion.

If the Engineer determines that the Contractor must furnish additional information, records or documentation to allow proper evaluation of the claim, the Engineer will schedule a second meeting, to be held within 14 Calendar Days or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The Director shall evaluate the claim based on the information provided by the Contractor to the Engineer or Project Manager. However, if the Department Director (or designee) determines that the Contractor must furnish additional information, records or documentation to allow proper evaluation of the claim, the Department Director (or designee) will schedule a meeting, to be held within 14 Calendar Days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The claim is subject to records review, if not all of the records requested by the Department Director (or designee) were furnished. If applicable, advancement of the claim is subject to the provisions regarding waiver and dismissal of the claim or portions of the claim.

**ARTS Rural Systemic Safety Countermeasures
Signing and Pavement Markings**

The decision of the Department Director shall be the final decision of the Agency.

(c) Commencement of Litigation - If the Contractor does not accept the Director's decision, then the Contractor shall commence any suit or action to collect or enforce any claim filed in accordance with 00199.30 within a period of one (1) year following the mailing of the decision or within one (1) year following the date of "Second Notification", whichever is later. If said suit or action is not commenced in said one (1) year period, the Contractor expressly waives any **and** all claims for additional compensation and any and all causes of suit or action for the enforcement thereof that he might have had.

The Contractor must follow each step in order, and exhaust all available administrative remedies before resorting to litigation. Litigation of a claim that cannot be resolved through the process described above shall be initiated by filing a complaint in the Clackamas County Circuit Court for the State of Oregon.

In any litigation, the entire text of any order or permit issued by the County or any other governmental or regulatory authority, as well as any documents referenced or incorporated therein by reference, shall be admissible for purposes of Contract interpretation.

The Contract shall not be construed against either party regardless of which party drafted it. Other than as modified by the Contract, the applicable rules of contract construction and evidence shall apply. This Contract shall be governed by and construed according to the laws of the State of Oregon without regard to principles of conflict of laws.

The Contractor shall comply with 00170.00.

00199.50 Mediation - Delete the entire section.

00199.60 Review of Determination Regarding Records - Delete the entire section.

**ARTS Rural Systemic Safety Countermeasures
Signing and Pavement Markings**

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications modified as follows:

00210.40 Mobilization - Add the following bullet to the end of the bullet list:

- Obtaining and maintaining access to Doc Express[®], and using Doc Express[®] to submit documents according to 00170.08.

00210.90 Payment - Add the following paragraph to the end of this subsection:

No separate or additional payment will be made for any costs associated with obtaining and maintaining access to Doc Express[®] or the use of Doc Express[®].

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications.

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

Comply with Section 00225 of the Standard Specifications modified as follows:

00225.81 Temporary Signing – Replace this subsection with the following:

The quantities of temporary signs will be incidental to the Temporary Protection and Direction of Traffic item. No separate measurement will be made for this work.

00225.82 Temporary Barricades, Guardrail, Barrier, Attenuators, and Channelizing Devices – Replace this subsection with the following:

The quantities of temporary barricades, guardrail, barrier, attenuators, and channelizing devices will be incidental to the Temporary Protection and Direction of Traffic item. No separate measurement will be made for this work.

00225.83 Temporary Traffic Delineation – Replace this subsection with the following:

The quantities of temporary traffic delineation will be incidental to the Temporary Protection and Direction of Traffic item. No separate measurement will be made for this work.

00225.84 Work Zone Lighting – Replace this subsection with the following:

The quantities of work zone lighting will be incidental to the Flaggers item. No separate measurement will be made for this work.

00225.85 Traffic Signals – Replace this subsection with the following:

The quantities of Traffic Signals will be incidental to the Temporary Protection and Direction of Traffic item. No separate measurement will be made for this work.

ARTS Rural Systemic Safety Countermeasures Signing and Pavement Markings

00225.86 Temporary Electrical Signs – Replace this subsection with the following:

The quantities of Temporary Electrical Signs will be incidental to the Temporary Protection and Direction of Traffic item. No separate measurement will be made for this work.

00225.87 Temporary Sidewalk Ramps – Replace this subsection with the following:

Temporary Sidewalk Ramps will be incidental to the Temporary Protection and Direction of Traffic item. No separate measurement will be made for this work.

00225.88(b) Traffic Control Supervisors – Replace this subsection with the following:

The quantities of the TCS will be incidental to the Temporary Protection and Direction of Traffic item. No separate measurement will be made for this work.

00225.89 Pilot Cars – Replace this subsection with the following:

The quantities for Pilot Cars will be incidental to the Temporary Protection and Direction of Traffic item. No separate measurement will be made for this work.

00225.90(a)(2) Temporary Protection and Direction of Traffic – Add the following bullet to the end of the bullet list:

- Temporary Signing
- Temporary Barricades, Guardrail, Barrier, Attenuators, and Channelizing Devices
- Temporary Traffic Delineation,
- Traffic Signal
- Temporary Electrical Signs
- Temporary Sidewalk Ramps
- Traffic Control Supervisor
- Pilot Car

00225.91 Temporary Signing – Replace this subsection with the following:

Temporary Signing will be paid for as part of the lump sum amount for the item “Temporary Protection and Direction of Traffic”.

00225.92 Temporary Barricades, Guardrail, Barrier, Attenuators, and Channelizing Devices – Replace this subsection with the following:

Temporary Barricades, Guardrail, Barrier, Attenuators, and Channelizing Devices will be paid for as part of the lump sum amount for the item “Temporary Protection and Direction of Traffic”.

00225.93 Temporary Traffic Delineation – Replace this subsection with the following:

Temporary Delineation will be paid for as part of the lump sum amount for the item “Temporary Protection and Direction of Traffic”.

**ARTS Rural Systemic Safety Countermeasures
Signing and Pavement Markings**

00225.94 Work Zone Lighting – Replace this subsection with the following:

Work Zone Lighting will be paid for as incidental to the item “Flaggers”.

00225.95 Traffic Signals – Replace this subsection with the following:

Traffic Signals will be paid for as part of the lump sum amount for the item “Temporary Protection and Direction of Traffic”.

00225.96 Temporary Electrical Signs – Replace this subsection with the following:

Temporary Electrical Signs will be paid for as part of the lump sum amount for the item “Temporary Protection and Direction of Traffic”.

00225.97 Temporary Sidewalk Ramps – Replace this subsection with the following:

Temporary Sidewalk Ramps will be paid for as part of the lump sum amount for the item “Temporary Protection and Direction of Traffic”.

00225.98 Flaggers and Traffic Control Supervisors – Replace this subsection with the following:

Traffic Control Supervisors will be paid for as part of the lump sum amount for the item “Temporary Protection and Direction of Traffic”. The accepted quantities of flaggers will be paid for at the Contract unit price, per measurement for the following items:

Support Type	Unit of Measurement
(a) Flaggers	Hour

Item (a) include all necessary Equipment, special apparel, flagging Equipment, two-way radios, and lighting.

Workers performing flagging duties who are not properly equipped or attired will not be considered to be flaggers and will not be eligible for payment under this item.

Flaggers performing Work other than flagging will not be considered flaggers and will not be eligible for payment under this item.

Payment for item (a) performed beyond the quantity shown in the Contract Schedule of Items will be made at the Contract unit price if the Engineer determines that the Contract unit price does not exceed the value of Work as determined according to Section 00197. If the Engineer determines that the Contract unit price exceeds the value of the Work, payment for the Additional Work will be made according to 00195.20

00225.99 Pilot Cars – Replace this subsection with the following:

Pilot Cars will be paid for as part of the lump sum amount for the item “Temporary Protection and Direction of Traffic”.

**ARTS Rural Systemic Safety Countermeasures
Signing and Pavement Markings**

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications modified as follows:

The Agency's NPDES 1200-CA Permit is not applicable to the Project. Before beginning Work on the Project, obtain an NPDES 1200-CA Permit from the applicable local jurisdiction or an NPDES 1200-C Permit that is applicable to the Project.

00280.04 Erosion and Sediment Control Plan on Agency Controlled Lands - Replace the paragraph that begins "For Work on Agency Controlled Lands..." with the following paragraph:

For Work on Agency Controlled Lands use either the Agency's ESCP, a Contractor modified version of the Agency's ESCP, or a Contractor developed ESCP. Submit the following for approval at least 10 Calendar Days before the preconstruction conference:

00280.06 Erosion and Sediment Control Manager - Delete this subsection.

00280.62 Inspection and Monitoring - Replace this subsection, except for the subsection number and title, with the following:

Inspect the Project Site and all ESC devices for potential erosion or sediment movement on a weekly basis and when 1/2 inch or more of rainfall occurs within a 24-hour period, including weekends and holidays.

If a significant noncompliance or serious water quality issue occurs that could endanger health or the environment, verbally report it to the Engineer within 24 hours.

00280.90 Payment – Replace this subsection with the following:

No separate or additional payment will be made for Erosion Control. Payment will be incidental to the applicable bid items.

SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications modified as follows:

00290.10 Staging and Disposal Sites –

Replace the paragraph that begins "Locate staging areas and disposal..." with the following paragraphs:

Locate staging areas and disposal sites in previously improved or disturbed sites, including existing Roadways, pullouts, turnouts, parking lots, and storage yards that have been compacted, and graveled or paved unless otherwise specified in Section 00236 or Section 00237 or approved, in writing, by the Engineer,

Do not stage Equipment, park Equipment or store Materials in any City, County, State, or Federal park, wayside or recreational facility.

**ARTS Rural Systemic Safety Countermeasures
Signing and Pavement Markings**

00290.20(c)(1) General - Replace the paragraph that begins “Segregate all demolition debris according to...” with the following paragraph:

Segregate all demolition and construction debris according to its intended end use (reuse, recycle, or dispose). If required, store in designated areas in a manner that prevents contamination to Soil and water and prevents fugitive dust emissions. Remove all waste materials recovered from the site unless otherwise approved, in writing. Retain disposal and recycling facility receipts for wastes generated on site for at least 1 year after completion of the Project. Provide copies of the receipts to the Engineer within 7 Calendar Days of the disposal or recycling.

00290.30(b) Pollution Control Plan - Replace the paragraph that begins “Develop and submit a PCP...” with the following:

Develop a PCP using ODOT Form 734-2445 and submit it for approval at least 10 Calendar Days before the preconstruction conference. Maintain a copy of the PCP on-site at all times during construction activities, readily available to employees and Inspectors. Ensure that all employees comply with the provisions of the PCP.

Delete the paragraph that begins “A Pollution Control Plan...”.

00290.41 Protection of Wetlands – Replace the title of this subsection with “**Protection of Waters of the U.S. or State**”

Delete the paragraph that begins with “For the purposes of this Section...”.

00290.41(a) Identifying Wetlands – Replace the title of this subsection with “**Identifying Waters of the U.S. or State, Including Wetlands**”

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications modified as follows:

00310.91 Lump Sum Basis – Add the following pay item to this subsection:

(b) Removal of Delineators Lump Sum

Item (b) includes all removal work done on a lump sum basis.

SECTION 00440 - COMMERCIAL GRADE CONCRETE

Comply with Section 00440 of the Standard Specifications modified as follows:

Add the following subsection:

00440.02 Abbreviations and Definitions:

ASTV – Actual Strength Test Value – See 02001.02 for definition.

ARTS Rural Systemic Safety Countermeasures Signing and Pavement Markings

00440.12 Properties of Commercial Grade Concrete - Replace the bullet that begins "Compressive strength..." with the following bullet:

- **Compressive Strength** - ASTV minimum of 3,000 psi at 28 days

00440.14(d) Hardened CGC - Add the following to the end of this subsection:

The ASTV at 28 Days is the average compressive strength of the three cylinders tested. Discard all specimens that show definite evidence, other than low strength, of improper sampling, molding, handling, curing, or testing. The average strength of the remaining cylinders shall then be considered the test result.

SECTION 00840 - DELINEATORS AND MILEPOST MARKER POSTS

Comply with Section 00840 of the Standard Specifications.

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

Comply with Section 00850 of the Standard Specifications modified as follows:

00850.45 Installation - Add the following bullet before the bullet that begins "Place material according to...":

- Place material between May 1 and October 15.

Replace the bullet that begins "Place material according to..." with the following bullet:

- Place material according to the manufacturer's installation instructions.

SECTION 00851 - COMMON PROVISIONS FOR PAVEMENT MARKING REMOVAL

Add the following Section 00851 to the Standard Specifications as follows:

00851.10 Stripe Removal for Permanent Striping Installation

Stripe Removal, Legend Removal, and Bar Removal - Stripe removal, legend removal, and bar removal will be measured as follows:

(1) Stripe Removal - Stripe removal for stage construction will be measured on the length basis, determined by measuring the overall length of 4-inch line removed. The quantity of stripe removal will be the computed length of lines removed based on a nominal width of 4 inches. For computation purposes, the following apply:

- The width of a line is the normal standard line width applied during original placement of solid no-passing lines, broken (skip) lines, edge lines, and any other lines normally 4 inches wide.

**ARTS Rural Systemic Safety Countermeasures
Signing and Pavement Markings**

- The length of continuous lines is length of the line.
- The length of broken (skip) stripes is the standard length of a skip line normally painted during original placement of the lines 10.0 feet of paint per 40 feet of Roadway length. Skip stripes may be counted. The length of standard 8-inch or 12-inch wide stripes will be adjusted by converting to equivalent length of 4-inch width line. No conversion or adjustment will be allowed for lines that are wider or longer due to improper placement or retracing deviations.

(2) Legend and Bar Removal - Pavement legend removal and bar removal for stage construction will be measured on the area basis, of each legend and bar removed and will be the nominal area determined by multiplying the width times the length.

00851.90 Pavement Marking Removal - The accepted quantities of pavement marking removal will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a) Pavement Line Removal.....	Foot
(b) Pavement Bar Removal.....	Square Foot
(c) Pavement Legend Removal.....	Square Foot

Item (a) includes removal of painted and durable stripes as shown on the project plans.

Item (b) includes removal of durable and non-durable bars as shown on the project plans

Item (c) includes removal of durable and non-durable legends as shown on the project plans.

SECTION 00855 - PAVEMENT MARKERS

Comply with Section 00855 of the Standard Specifications.

SECTION 00856 - SURFACE MOUNTED TUBULAR MARKERS

Comply with Section 00856 of the Standard Specifications.

SECTION 00866 - LONGITUDINAL PAVEMENT MARKINGS - HIGH PERFORMANCE

Comply with Section 00866 of the Standard Specifications.

SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications modified as follows.

00867.90 Payment – Modify the following items in the Pay Item list.

Pay Item	Unit of Measurement
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**ARTS Rural Systemic Safety Countermeasures
Signaling and Pavement Markings**

- (a) Pavement Legend, Type B-HS: Arrows Each
- (b) Pavement Legend, Type B-HS: "STOP" Each
- (c) Pavement Legend, Type B-HS: "AHEAD" Each
- (d) Pavement Bar, Type B-HS Square Foot
- (e) Pavement Legend, Type B-HS: "SLOW" Each
- (f) Pavement Legend, Type B-HS: Yield Line Triangle..... Each

In item (a), the type of pavement marking Materials will be inserted in the first blank.

Item (b) includes one STOP pavement marking as defined in the plans and details for the STOP pavement legend.

Item (c) includes one AHEAD pavement marking as defined in the plans and details for the AHEAD pavement legend.

Item (d) includes all transverse pavement markings that are defined as a "BAR", including, but not limited to, stop bars, crosswalk bars, chevron bars, transverse median bars, and transverse shoulder bars.

Item (e) includes one SLOW pavement marking as defined in the plans and details for the SLOW pavement legend.

Item (f) includes one 24 by 36 inch triangle used to form the yield line.

SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS

Comply with Section 00905 of the Standard Specifications modified as follows:

00905.90 Payment – Add the following items to the Pay Item list.

Pay Item	Unit of Measurement
(c) Remove Existing Support.....	Lump Sum
(d) Remove and Reinstall Existing Support.....	Lump Sum

SECTION 00920 - SIGN SUPPORT FOOTINGS

Comply with Section 00920 of the Standard Specifications modified as follows:

00920.80 Measurement - Add the following to the end of this subsection:

The estimated quantities of concrete for minor sign supports are:

Support Type	Quantity
Perforated Steel Square Tube Slip Base Sign Supports	4.95 cu. yd.

**ARTS Rural Systemic Safety Countermeasures
Signing and Pavement Markings**

SECTION 00930 - METAL SIGN SUPPORTS

Comply with Section 00930 of the Standard Specifications modified as follows:

00930.10 Materials - Replace the paragraph that begins “Furnish structural steel materials...” with the following paragraph:

Furnish perforated steel square tube slip base sign supports and perforated steel square tube anchor sign supports from the QPL. Furnish other structural steel materials meeting the applicable portions of Section 02530, with weights and sizes as shown or specified.

00930.80 Measurement - Replace the following subsection with the following:

The quantities for metal sign supports will be measured on the unit basis.

00930.90 Payment - The accepted quantities of metal sign supports will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a) Perforated Square Tube Anchor Sign Supports (2"x2" 12-gauge).....	Each
(b) Perforated Square Tube Slip Base Sign Supports (2.5"x2.5" 12-gauge).....	Each

In the paragraph that begins “Payment will be payment in full...” add the following sentence to the end of the paragraph.

Payment will also include surveying and staking required to locate signs as needed.

SECTION 00940 - SIGNS

Comply with Section 00940 of the Standard Specifications.

SECTION 02040 – CHEMICAL ADMIXTURES

Comply with Section 02040 of the Standard Specifications modified as follows:

02040.10 Materials - Replace this subsection, except for the subsection number and title, with the following:

Furnish admixtures from the QPL.

SECTION 02050 – CURING MATERIALS

Comply with Section 02050 of the Standard Specifications modified as follows:

02050.10 Liquid Compounds - Delete the paragraph that begins “Furnish liquid membrane-forming curing...” with the following paragraph:

ARTS Rural Systemic Safety Countermeasures Signing and Pavement Markings

Furnish liquid membrane-forming curing compounds from the QPL and meeting the requirements of ASTM C309.

Delete the paragraph that begins "Before using liquid compounds, submit...".

02050.20 Polyethylene Films - Delete the paragraph that begins "Furnish clear or white..." with the following paragraph:

Furnish clear or white polyethylene films for curing concrete meeting the requirements of ASTM C171.

SECTION 02530 - STRUCTURAL STEEL

Comply with Section 02530 of the Standard Specifications modified as follows:

02530.70 Galvanizing - Replace the paragraph that begins "Steel that will be finished by hot-dip galvanizing..." with the following paragraph:

Steel that will be finished by hot-dip galvanizing for use as sign bridges, illumination poles, traffic signal poles, sign supports, bridge rail and items designated on the Plans as "Galvanize - Control Silicon" shall have controlled silicon content. The silicon content shall be in either of the ranges 0 - 0.06 percent or 0.13 - 0.25 percent. Before galvanizing, submit mill test certificates verifying silicon content to the Engineer and the galvanizer.

SECTION 02560 - FASTENERS

Comply with Section 02560 of the Standard Specifications modified as follows:

02560.10(b) Nuts— Replace this subsection, except for the subsection number and title, with following:

Nuts for carbon steel bolts shall conform to the requirements of the following, or equivalent:

Plain (Noncoated) Bolts:

- 1/4" - 1 1/2" - ASTM A563, Grade A, hex
- Over 1 1/2" - 4" - ASTM A563, Grade A, heavy hex

Galvanized Bolts:

- All - ASTM A563, Grade A, C, D, or DH, heavy hex

02560.20(a) Bolts – Replace this subsection, except for the subsection number and title, with following:

High-strength bolts used in noncoated weathering steel connections shall be Type 3. High-strength bolts shall conform to the requirements of the following:

ARTS Rural Systemic Safety Countermeasures Signing and Pavement Markings

Heavy Hex Head:

- ASTM F3125, Grade A325

Twist-Off:

- ASTM F3125, Grade F1852

02560.20(b) Nuts – Replace this subsection, except for the subsection number and title, with following:

Nuts for high-strength bolts shall conform to the requirements of the following, or equivalent:

Type 1 Plain (Noncoated) Bolts:

- All - Heavy hex ASTM A563, Grade C, D, or DH

Type 1 Galvanized Bolts:

- All - Heavy hex ASTM A563, Grade DH

Type 3 Bolts:

- All - Heavy hex ASTM A563, Grade C3 or DH3

02560.20(f) Lock-Pin and Collar Fasteners - Delete this subsection.

02560.30(c) Nuts – Replace this subsection, except for the subsection number and title, with following:

Nuts for tie rods, anchor bolts, and anchor rods shall conform to the requirements of the following, or equivalent:

Plain Steel Tie Rods, Anchor Bolts, and Anchor Rods:

- All - Heavy hex ASTM A563, Grade A

Galvanized Steel Tie Rods, Anchor Bolts, and Anchor Rods:

- All - Heavy hex ASTM A563, Grade A, C, D, or DH

Plain Or Galvanized High-Strength Tie Rods, Anchor Bolts, or Anchor Rods:

- All - Heavy hex ASTM A563, Grade DH

02560.40 Galvanizing and Coating - Replace this subsection with the following subsection:

02560.40 Galvanizing and Coating:

ARTS Rural Systemic Safety Countermeasures Signing and Pavement Markings

(a) High Strength Fasteners - When specified, hot-dip galvanize Grade A325 fasteners or mechanically deposit zinc to Grade F1852 fasteners according to ASTM F3125.

(b) Tie Rods, Anchor Bolts, Anchor Rods and Carbon Fasteners - Hot-dip galvanize, tie rods, anchor bolts, anchor rods, nuts, washers and carbon fasteners according to ASTM F2329 as appropriate to the product.

Overtap nuts for galvanized fasteners, galvanized tie rods, galvanized anchor bolts, and galvanized anchor rods according to ASTM A563.

Measure the zinc thickness on the wrench flats or top of bolt head of galvanized bolts and on the wrench flats of galvanized nuts.

(c) Direct Tension Indicators – When specified, apply mechanically deposited zinc according to ASTM F959.

(d) Repair of Hot-Dip Galvanizing - Repair damaged hot-dip galvanizing according to ASTM A780. Minimum zinc content for Method A2 is 94 percent on the dry film.

02560.60(b) Other Test Requirements - In the paragraph that begins "Wedge test all bolts according..." replace the words "AASHTO M 164 (ASTM A325)" with the words "ASTM F3125, Grade A325 or Grade F1852".

02560.70 Lubricating Fasteners - Replace this subsection, except for the subsection number and title, with following:

Furnish all galvanized and coated fasteners with a factory applied commercial water-soluble wax that contains a visible dye of a color that contrasts with the color of galvanizing or coating. Black fasteners shall be "oily" to the touch when installed.

Field lubricate galvanized bolts in tapped holes, galvanized anchor rods, and galvanized tie rods with a lubricant from the QPL. Apply lubricant to threads and to bearing surfaces that will turn during installation.

Protect fasteners from dirt and moisture at the Project site.

Retest heavy hex head fasteners that do not pass the field rotational capacity test. Clean and relubricate heavy hex head fasteners with a lubricant from the QPL prior to retesting.

Relubrication of Twist-Off fasteners is not permitted.

SECTION 02910 - SIGN MATERIALS

Comply with Section 02910 of the Standard Specifications modified as follows:

02910.00 Scope - Add the following paragraph to the end of this subsection:

This Section also includes the requirements for anti-graffiti coating.

ARTS Rural Systemic Safety Countermeasures Signing and Pavement Markings

02910.20 Reflective and Retroreflective Sheeting - Replace the title of this subsection with “**Retroreflective Sheeting**”

02910.20(a) General - Replace the paragraph that begins “Use retroreflective sheeting Type...” with the following paragraph:

Use retroreflective sheeting from the QPL and the following:

02910.32(b) Retroreflective Sheeting Legend – Replace the paragraph that begins “The Silver-white or white letters...” with the following paragraph:

Removable legend shall be fabricated with sheeting conforming to 02910.20 that is permanently adhered to a flat aluminum frame.

02910.40 Hardware - Replace the paragraph that begins "The bolts, nuts, and washers..." with the following paragraph:

The bolts, nuts, and washers used to fabricate and erect signs shall be aluminum alloy, stainless steel, or hot-dip galvanized steel. Aluminum for bolts and nuts shall conform to ASTM B211, alloys 2024-T4 or 6061-T6 as the Contractor elects. Aluminum washers shall conform to ASTM B209, alloy Alclad 2024-T4. Stainless steel for bolts, nuts, and washers shall be Type 304 or Type 316. Galvanized steel bolts, nuts and washers shall be medium carbon steel. Galvanize steel hardware according to AASHTO M 232 (ASTM A153).

02910.75(a) Warranty Period – Replace the bullet that begins “For retroreflective Type III and Type IV ...” with the following paragraph:

- For retroreflective ASTM Type III and Type IV sheeting used for permanent signs, the warranty period shall be for 10 years.

Replace the bullet that begins “For retroreflective Type IX sheeting used ...” with the following paragraph:

- For retroreflective ASTM Type IX and Type XI sheeting used for permanent signs, the warranty period shall be for 12 years.

02910.75(b) Failure – Replace the bullet that begins “70 percent of minimum coefficient...” with the following paragraph:

- 70 percent of minimum coefficient of retroreflection for designated sheeting or cuttable film according to ASTM D4956 for the remaining 3 years of the warranty period for Type III and Type IV sheeting and remaining 5 years of the warranty period for Type IX and Type XI sheeting.

02910.75(c) Remedy – Replace the bullet that begins “For the remaining 3 years ...” with the following paragraph:

**ARTS Rural Systemic Safety Countermeasures
Signing and Pavement Markings**

- For the remaining 3 years (5 years for ASTM Type IX and Type XI sheeting), furnish replacement sheeting required to restore the sign panel to a condition that meets the Specifications.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Scott Insurance (Knoxville, TN) 10100 Global Way Knoxville TN 37932	CONTACT NAME: Carla Cook PHONE (A/C, No, Ext): 865-684-1795 E-MAIL ADDRESS: ccook@scottins.com		FAX (A/C, No): 434-455-8884													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Ins Company (A+)</td> <td>19682</td> </tr> <tr> <td>INSURER B : Great American Insurance Company (A+)</td> <td>16691</td> </tr> <tr> <td>INSURER C : Berkley National Insurance Company (A+)</td> <td>38911</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Ins Company (A+)	19682	INSURER B : Great American Insurance Company (A+)	16691	INSURER C : Berkley National Insurance Company (A+)	38911	INSURER D :		INSURER E :		INSURER F :
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INSURER E :																
INSURER F :																

COVERAGES **CERTIFICATE NUMBER:** 2091774161 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Eq. to CG 0001 <input checked="" type="checkbox"/> Contr. Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		14UENOE0004	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		14UENOE0005	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TUU 5499088	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	14WEOE0003	4/1/2020	4/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater			1038121	11/1/2020	11/1/2021	Leased/ Rented Deductible Valuation 675,000 5,000 ACV

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Contract #3669; Project Name: #2020-106 All Roads Transportation Safety ("ARTS") Rural Systemic Safety Project
 Clackamas County, its officers, commissioners and employees and Clackamas County Board of Commissioners are additional insureds as respects general and auto liability on a primary/non-contributory basis for work performed on above project, if required by written contract.
 30 day notice of cancellation will be provided to the certificate holder except for nonpayment of premium.

CERTIFICATE HOLDER**CANCELLATION**

Clackamas County Clackamas County Purchasing
 Clackamas Count Public Service
 2051 Kaen Road
 Oregon City OR 97045

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NANCY S. BUSH
DIRECTOR

DEPARTMENT OF DISASTER MANAGEMENT
COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER
2200 KAEN ROAD OREGON CITY, OR 97045

June 29, 2020

Board of County Commissioners
Clackamas County

County Administrator Schmidt:

Approval to Apply for Inter-Governmental Agreement for Covid-19 Respite Shelter between
Clackamas County and Washington County

Purpose/Outcomes	To slow the spread of Covid-19 in our homeless population and to assure persons who are homeless have a place to recover if suffering from symptoms or testing positive for Covid-19. A respites/isolation shelter is required under the Governor's Phase 1 Reopening.
Dollar Amount and Fiscal Impact	The agreement total agreement is for \$305,325.
Funding Source	Initially paid from General Fund and will be submitted for Covid-19 CARES reimbursement to the State of Oregon.
Duration	Effective July 6, 2020 and terminate on December 30, 2020
Previous Board Action	None.
Strategic Plan Alignment	Ensure Safe, Healthy and Secure Communities
Counsel Review	Reviewed and approved by County Council on June 29, 2020
Contact Person	Nancy Bush, Director – Disaster Management Department, 503-655-8665
Contract No.	Unknown

BACKGROUND:

To slow the spread of COVID-19 in our homeless and general population and to assure persons who are homeless have a place to recover if suffering symptoms or testing positive for COVID-19, Washington County has opened a temporary Respite Shelter in the Comfort Inn and Suites in Hillsboro. In an effort to support neighboring counties, Washington County is offering a fixed number of beds and staff and basic needs support for the homeless who are referred to the respite shelter.

Respite/isolation planning is a requirement of the Governor's Phase 1 reopening. Clackamas County has a respite facility currently, but the current facility does not have adequate rooms for the possible need, therefore, Clackamas County EOC is collaborating with Washington County for the services.

RECOMMENDATION:

Staff respectfully recommends BCC approval of the Washington County IGA for respite sheltering.

Respectfully submitted,

Nancy Bush, Director



Nancy Bush
Director

Disaster Management
1710 Red Soils Ct., Ste. 225
Oregon City, OR 97045

T 503-655-8378

clackamas.us

April 7, 2021

County Administrator
Clackamas County

County Administrator Schmidt:

Approval of Intergovernmental Agreements with Canby Fire District and Molalla Fire
District for COVID testing and vaccine administration.

Purpose/Outcomes	Conduct COVID-19 testing and distribution of COVID vaccine via community clinics.
Dollar Amount and Fiscal Impact	Contract maximum value is \$150,000 per Agency.
Funding Source	Funding through the State CARES allocation via the LPHA. No County General Funds are involved.
Duration	Effective upon signature and terminates on December 31, 2021
Previous Board Action	No Previous Board Action
Strategic Plan Alignment	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	County counsel has reviewed and approved this document on February 3, 2021 - KR
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. The documents are IGA's.
Contact Person	Philip Mason-Joyner, EOC Command – (503) 742-5956
Contract No.	10070 and 10087

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Intergovernmental Agreements with Canby Fire District and Molalla Fire District for COVID testing and vaccine administration

Clackamas County desires to partner with local fire agencies to conduct COVID-19 testing and distribution of COVID vaccine via community clinics based on guidelines established by the Oregon Health Authority.

Contract maximum value is \$150,000. Per Agreement.

This contract is effective upon signature and continues through December 31, 2021.



Nancy Bush

Director

Disaster Management
1710 Red Soils Ct., Ste. 225
Oregon City, OR 97045

T 503-655-8378

clackamas.us

RECOMMENDATION:

Staff recommends the County Administrator approve the attached Intergovernmental Agreements with Canby Fire District and Molalla Fire District for COVID testing and vaccine administration, 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,

Nancy Bush,
Disaster Management

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND CANBY FIRE DISTRICT
Contract #10070**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and Canby Fire District (Agency"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

Clackamas County desires to partner with Canby Fire District in support of the County's efforts towards Reopening Clackamas as a component of the prerequisites required by the Governor's Office. The County is requesting local fire agencies to support distribution of COVID-19 vaccine via community clinics

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or December 31, 2021, whichever is sooner.
2. **Scope of Work.** The Agency agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").
3. **Consideration.** The County agrees to pay Agency, from available and authorized funds, a sum not to exceed one hundred fifty thousand dollars (\$150,000.) for accomplishing the Work required by this Agreement.
4. **Payment.** Unless otherwise specified, the Agency shall submit monthly invoices for Work performed and shall include the total amount billed to date by the Agency prior to the current invoice. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to Agency following the County's review and approval of invoices submitted by Agency. Agency shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above.
5. **Representations and Warranties.**
 - A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
 - B. *County Representations and Warranties:* County represents and warrants to Agency that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
 - C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Either party may terminate this Agreement in the event that party fails to receive expenditure authority sufficient to allow the party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited or the party is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. Indemnification.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the Agency or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control.

- 8. **Insurance.** The Agency agrees to furnish the County with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Agreement. If self-insured, Agency shall provide documentation to the County of Agency's self-insured status by completing the Self-Insurance Certification form provided by the County.
- 9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so

addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (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. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

- A. Philip Mason-Joyner, Public Health Director, or their designee will act as liaison for the County.

Contact Information:

503-742-5956 - PMason@clackamas.us

Chief Matt Dale, DC Paramedic, or their designee will act as liaison for the Agency.

Contact Information:

971-413-0419 - mdale@canbyfire.org

10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas 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 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. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations, including HIPAA and state privacy laws. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

- D. **Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Hazard Communication.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Agency shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- F. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- G. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- H. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. 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 either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- I. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- J. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

- K. **No Third-Party Beneficiary.** Agency and County 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, 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 Agreement.
- L. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement 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. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- M. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- N. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- O. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- P. **Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.
- Q. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- R. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency 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 Agreement.
- S. **Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency 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 purpose unless specifically authorized in writing under this Agreement.

- T. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- U. **Federal terms.** Agency agrees to comply with the federal terms and conditions, and execute all required certifications, set forth in Exhibit D, attached hereto and incorporated by this reference herein.

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

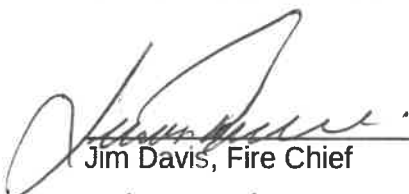
Clackamas County



Chair, Board of County Commissioners
County Administrator
04/08/2021

Date

CANBY FIRE DISTRICT



Jim Davis, Fire Chief
4/16/21

Date

**EXHIBIT A
SCOPE OF WORK**

Background and Purpose:

- The Clackamas County Public Health Division is requesting the support of local fire agencies in conducting distribution of COVID-19 vaccine via community clinics, drive-thru events, or other congregate settings (e.g. workplaces, retirement communities, and other congregate settings)

1) Vaccine Administration for COVID-19

Agency will:

- Will provide medical and administrative staff, as staffing allows, to community events to provide vaccine administration for eligible populations, when requested by the County.
- Enter vaccine administration data into the ALERT IIS system within 24 hours of clinic date for COVID vaccine.
- Assist in promoting community events via website, flyers, etc. when requested by the county.

County will:

- Support logistics coordination including event set-up (e.g. tents), paperwork, data entry technology (laptops, hot spots, extension cords), administrative and support staff, interpretation, traffic control, etc., if requested in advance and approved.
- Provide Vaccine.
- Providing culturally and linguistically appropriate staff as appropriate.
-

Compensation

- \$80 per vaccination staff (medical Staff administering vaccines), per hour. If services rendered are less than one full hour, Agency will bill CCPHD in one-quarter ($\frac{1}{4}$) hour increments.
- \$30 per support and administrative staff (Non-medical staff), per hour. If services rendered are less than one full hour, Agency will bill CCPHD in one-quarter ($\frac{1}{4}$) hour increments.
- Agency to invoice CCPHD within 30 days of community event.

Method of Payment. To receive payment, Agency shall submit invoices as follows:

Agency shall submit invoices by the tenth day of the month following that in which service was performed. The invoice shall list the contract #10070, dates of service, assignment, number of hours billed, number of tests conducted, and the total amount due for all service provided during the month. 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 Agency name and contract #10070 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, County shall pay the amount requested to Agency.

EXHIBIT B
ADDITIONAL FEDERAL TERMS AND CONDITIONS

As used herein, "Contractor" means CANBY FIRE DISTRICT, 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 to 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-cpq-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:

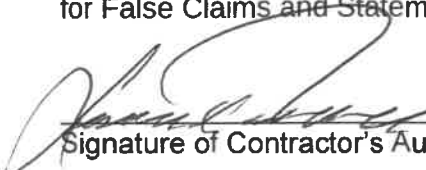
Byrd Anti-Lobbying Amendment Certification
for Contracts, Grants, Loans, and Cooperative Agreements

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, CANBY FIRE DISTRICT, 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

Jim Davis, Fire Chief

Name and Title of Contractor's Authorized Official

8/16/21

Date

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND MOLALLA FIRE DISTRICT
Contract #10087**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and Molalla Fire District (Agency), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

Clackamas County desires to partner with Molalla Fire District in support of the County's efforts towards Reopening Clackamas as a component of the prerequisites required by the Governor's Office. The County is requesting local fire agencies to support distribution of COVID-19 vaccine via community clinics

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or December 31, 2021, whichever is sooner.
2. **Scope of Work.** The Agency agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").
3. **Consideration.** The County agrees to pay Agency, from available and authorized funds, a sum not to exceed one hundred fifty thousand dollars (\$150,000.) for accomplishing the Work required by this Agreement.
4. **Payment.** Unless otherwise specified, the Agency shall submit monthly invoices for Work performed and shall include the total amount billed to date by the Agency prior to the current invoice. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to Agency following the County's review and approval of invoices submitted by Agency. Agency shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above.
5. **Representations and Warranties.**
 - A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
 - B. *County Representations and Warranties:* County represents and warrants to Agency that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
 - C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Either party may terminate this Agreement in the event that party fails to receive expenditure authority sufficient to allow the party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited or the party is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. Indemnification.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the Agency or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control.

- 8. **Insurance.** The Agency agrees to furnish the County with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Agreement. If self-insured, Agency shall provide documentation to the County of Agency's self-insured status by completing the Self-Insurance Certification form provided by the County.
- 9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so

addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (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. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

- A. Philip Mason-Joyner, Public Health Director, or their designee will act as liaison for the County.

Contact Information:

503-742-5956 - PMason@clackamas.us

Chief Vince Stafford, Fire Chief, or their designee will act as liaison for the Agency.

Contact Information:

(503) 829-2200- vstafford@molallafire.org

10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas 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 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. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations, including HIPAA and state privacy laws. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

- D. **Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the County’s authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Hazard Communication.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County’s request, Agency shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- F. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- G. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- H. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. 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 either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- I. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- J. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

- K. **No Third-Party Beneficiary.** Agency and County 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, 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 Agreement.
- L. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement 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. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- M. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- N. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- O. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- P. **Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.
- Q. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- R. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency 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 Agreement.
- S. **Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency 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 purpose unless specifically authorized in writing under this Agreement.

Molalla Fire District

Intergovernmental Agreement #10087

Page 6 of 13

- T. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- U. **Federal terms.** Agency agrees to comply with the federal terms and conditions, and execute all required certifications, set forth in Exhibit D, attached hereto and incorporated by this reference herein.

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

MOLALLA FIRE DISTRICT



Chair, Board of County Commissioners
County Administrator
04/08/2021

Date



Vince Stafford, Fire Chief



Date

EXHIBIT A SCOPE OF WORK

Background and Purpose:

- The Clackamas County Public Health Division is requesting the support of local fire agencies in conducting distribution of COVID-19 vaccine via community clinics, drive-thru events, or other congregate settings (e.g. workplaces, retirement communities, and other congregate settings)

1) Vaccine Administration for COVID-19

Agency will:

- Will provide medical and administrative staff, as staffing allows, to community events to provide vaccine administration for eligible populations, when requested by the County.
- Enter vaccine administration data into the ALERT IIS system within 24 hours of clinic date for COVID vaccine.
- Assist in promoting community events via website, flyers, etc. when requested by the county.

County will:

- Support logistics coordination including event set-up (e.g. tents), paperwork, data entry technology (laptops, hot spots, extension cords), administrative and support staff, interpretation, traffic control, etc., if requested in advance and approved.
- Provide Vaccine.
- Providing culturally and linguistically appropriate staff as appropriate.

Compensation

- \$80 per vaccination staff (medical Staff administering vaccines), per hour. If services rendered are less than one full hour, Agency will bill CCPHD in one-quarter (¼) hour increments.
- \$30 per support and administrative staff (Non-medical staff), per hour. If services rendered are less than one full hour, Agency will bill CCPHD in one-quarter (¼) hour increments.
- Agency to invoice CCPHD within 30 days of community event.

Method of Payment. To receive payment, Agency shall submit invoices as follows:

Agency shall submit invoices by the tenth day of the month following that in which service was performed. The invoice shall list the contract #10087, dates of service, assignment, number of hours billed, number of tests conducted, and the total amount due for all service provided during the month. Invoices shall be submitted to:

Clackamas County Public Health Division
Attn: Accounts Payable
2051 Kaen Road, # 367
Oregon City, Oregon 97045

Or electronically to:

Molalla Fire District

Intergovernmental Agreement #10087

Page 8 of 13

PublicHealthFiscalAP@clackamas.us

When submitting electronically, designate Agency name and contract #10087 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, County shall pay the amount requested to Agency.

EXHIBIT B
ADDITIONAL FEDERAL TERMS AND CONDITIONS

As used herein, "Contractor" means MOLALLA FIRE DISTRICT, 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 (4s 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, MOLALLA FIRE DISTRICT, 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

Vince Stafford, Fire Chief

Name and Title of Contractor's Authorized Official

4-5-2021

Date

**INVOICE
SAMPLE**

Date: _____

MOLALLA FIRE DISTRICT

Address:
City, State, Zip
Code
Phone: (XXX)XXX-XXXX

Program: Immunizations

SASMP

To: Clackamas County Public Health Division
 Attention: Accounts Payable
 2051 Kaen Road, # 367
 Oregon City, Oregon 97045
 Direct Line: (503)742-5302
 Fax: (503)742-5979

Or electronically to: PublicHealthFiscalAP@clackamas.us

When submitting electronically, designate CONTRACTOR name and contract # 9911 in the subject of the e-mail.

Contract # 10087

Month Service Provided
<i>Month-Year</i>

DATES OF SERVICE	SERVICE DESCRIPTION	LINE TOTAL
02/10/21	# of hours per person (2hrsx\$50per hr. x 2 staff)	\$200.
		6
	# of Covid-19 vaccines administered	0
	Grand Total	\$200.



WASHINGTON COUNTY OREGON

Contract No: 20-1045

CONTRACT AMENDMENT No: 3

This Amendment is made and entered into, by and between Washington County, a political subdivision of the State of Oregon, and Clackamas County.

This amendment modifies that certain contract between the parties, the original contract number being 20-1045.

The contract is amended as follows:

- Section 2.2 Consideration is adjusted by \$ _____; the first sentence is replaced with: The maximum amount payable under this contract is \$ _____; unless otherwise amended.
- Section 3.2 Contract term is extended _____. The sentence is replaced with the following: The expiration date is _____; unless otherwise amended.
- Attachment A is modified by adding the following language:

Other:
 The IGA dollar amount is adjusted by \$140,300 changing the maximum amount payable to \$549,125, unless otherwise amended. The term is extended 122 days. The expiration date is 6/30/2021.

Effective Date of Amendment: 03/01/2021, or upon final signature, whichever is later.

All other terms and conditions of the original contract shall remain in full force and effect.

FOR CONTRACTOR:

DocuSigned by:

Nancy Bush

D23A0C6073E0427...

Authorized Signature

Nancy Bush

Printed Signatory Name

nbush@clackamas.us

E-Mail Address

DocuSigned by:

Andrew Naylor

70924E379-4492...

4/1/2021 | 08:50 PDT

3/31/2021 | 20:09 PDT

Date

Director, CCDM

Title

503-655-8665

Telephone

DocuSigned by:

Gary Schmidt

588520EAB78427...

4/1/2021 | 13:35 PDT

FOR COUNTY:

DocuSigned by:

Ruth Osuna

804C62C2808C4E1...

Authorized Signature

Deputy County Administrator

Printed Signatory Title

4/6/2021 | 16:17 PDT

Date

FOR WASHINGTON COUNTY USE ONLY

County Contract Administrator: Josh Crites

Phone: (503) 846-4761

Contract Administrator Email: joshua_crites@co.washington.or.us

For Administrative Use Only – Z99999

Supplier Name: Clackamas County OR

Actual Contract Number (CustomText4): 21-0333

Department (Location): Housing

Contract Type: 6 Amendment

Contract Sub Type (Custom2Code):

Minute Order Date:

Minute Order Number:

Master Contract Number (CustomText1): 20-1045

Bid/RFP # (BidRFP):

BPO Number (Custom1Code): Revenue Contract

SHIP TO (LocShipTo): Housing

BILL TO (LocBillTo): Housing

Project Number (CustomText2):

Chargeable Program Number (ChargeProgram): 155.164520

Contract Admin (Administrator): Josh Crites

Certificate Of Completion

Envelope Id: 138DE5C7B49E4487A5385E9125886816	Status: Completed
Subject: Please DocuSign: Washington County Amendment Contract #21-0333: Clackamas County OR	
Source Envelope:	
Document Pages: 2	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kittie Kong
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	155 N. First Ave, Suite 270
	MS28
	Hillsboro, OR 97124-3087
	kittie_kong@co.washington.or.us
	IP Address: 204.147.152.15

Record Tracking

Status: Original	Holder: Kittie Kong	Location: DocuSign
3/5/2021 11:23:39 AM	kittie_kong@co.washington.or.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Washington County	Location: DocuSign

Signer Events

Nancy Bush
 nbush@clackamas.us
 Director, CCDM
 Security Level: Email, Account Authentication (None), Access Code

Signature

DocuSigned by:

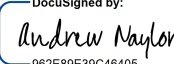
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 Viewed: 3/31/2021 8:09:00 PM
 Signed: 3/31/2021 8:09:59 PM

Electronic Record and Signature Disclosure:
 Accepted: 1/27/2021 4:36:24 PM
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Andrew Naylor
 ANaylor@clackamas.us
 Security Level: Email, Account Authentication (None), Access Code

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 Signed: 4/1/2021 8:50:53 AM

Electronic Record and Signature Disclosure:
 Accepted: 4/1/2021 8:49:15 AM
 ID: 91c8271d-8742-4db9-bf5f-b6e618656bcb

Gary Schmidt
 GSchmidt@clackamas.us
 County Administrator
 Security Level: Email, Account Authentication (None), Access Code

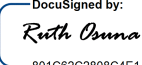
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 Signed: 4/1/2021 1:35:11 PM

Electronic Record and Signature Disclosure:
 Accepted: 4/1/2021 1:34:06 PM
 ID: cd3d485c-c072-4a5f-b4a5-c6996564e2af

Ruth Osuna
 ruth_osuna@co.washington.or.us
 Deputy County Administrator
 Washington County, Oregon
 Security Level: Email, Account Authentication (None), Access Code

DocuSigned by:

 801C62C2808C4E1...
 Signature Adoption: Pre-selected Style
 Using IP Address: 204.147.152.5

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 Signed: 4/6/2021 4:17:20 PM

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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PURCHASING
wcpurchasing@co.washington.or.us
purchasing
title
Security Level: Email, Account Authentication
(None)



Sent: 4/6/2021 4:17:22 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	4/6/2021 4:17:12 PM
Signing Complete	Security Checked	4/6/2021 4:17:20 PM
Completed	Security Checked	4/6/2021 4:17:22 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO SHI OBO Washington County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO SHI OBO Washington County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: tina_hartmeier@co.washington.or.us

To advise Carahsoft OBO SHI OBO Washington County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at tina_hartmeier@co.washington.or.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO SHI OBO Washington County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to tina_hartmeier@co.washington.or.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO SHI OBO Washington County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to tina_hartmeier@co.washington.or.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO SHI OBO Washington County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO SHI OBO Washington County during the course of your relationship with Carahsoft OBO SHI OBO Washington County.

The Clackamas County Board of Commissioners joins our voices to acknowledge the anti-Asian American and Pacific Islander (AAPI) discrimination, harassment, and violence that has been occurring in our nation. Since the start of the pandemic, there has been an uptick in these incidences across the United States and in Oregon as well. We recognize that these events are not happening in a vacuum but have been part of a long history of anti-Asian discrimination.

To our Clackamas County Asian and Pacific Islander residents: we stand with you.

We are committed to ensuring safe, healthy, and secure communities for all people of Clackamas County. With this commitment we continue to engage in the effort to combat racism, as we have resolved to do in our Resolution Condemning Violence and Racism (June 30, 2020); listening to the needs of adversely impacted communities. We recognize that we have much work to do in this endeavor. We are grateful for the partnership with our advisory body, the Leaders for Equity Diversity and Inclusion Council, whose role is to elevate the voices of those who have been underrepresented and underserved.

We will continue to work toward the goal of ensuring that Clackamas County is a place where people thrive and have a sense of safety, connection, and belonging, so that everyone is honored and celebrated for the richness in diversity they bring.

To Asian American and Pacific Islander community residents, employees and visitors to Clackamas County, the Board of County Commissioners and the Clackamas County Equity and Inclusion Office are here and committed to supporting you. Additionally, if you have experienced bias, discrimination, harassment please refer to the following resources for support:

Support

- Racial Equity Support Line <https://www.linesforlife.org/racial-equity-support-line/>, 503-575-3764.
- Portland United Against Hate's (PUAH) "[Resilience to Hate Resource Guide.](#)" References for mental health and victim support resources.
- Asian Pacific American Network of Oregon (APANO) <https://www.apano.org/>
- Asian Family Center <https://irco.org/who-we-are/asian-family-center.html>

Reporting

- Incidents can be reported to PUAH at www.reportthatepdx.com,
- Oregon Department of Justice's Bias Response Hotline at 1-844-924-BIAS or go to StandAgainstHate.Oregon.gov.
- <https://stopaapihate.org/> to report harassment and discrimination.

DRAFT

April 8, 2021

The Honorable Governor Kate Brown
Governor of Oregon
900 Court Street Suite 254
Salem, OR 97301

Dear Governor Brown:

Our businesses have been operating in Moderate Risk since Feb. 26. It is frustrating to learn that within three days they will need to cut back capacity. They deserve better communication and notice from the state.

We were surprised that we were not afforded a two-week caution period. This should have been more clearly communicated to counties in advance. We are concerned with the lack of communication between our jurisdictions. We strongly recommend reconvening regular meetings related to COVID-19 as we have in the past.

Reopening then restricting businesses' operations results in economic impacts that will touch our community for years.

We appreciate that ~~that~~ the state is considering hospital capacity when moving a county to Extreme Risk. However, we believe there are additional opportunities to consider when determining community risk levels.

As of April 5, 30% of active outbreaks in Clackamas County are related to school activities that are not connected to in person learning. This is concerning to us. We are glad that our kids are back in the classroom. However, the activities outside the classroom are leading to COVID-19 outbreaks and businesses are being penalized.

Out of the approximately 1000 restaurants in Clackamas County, 11 are experiencing outbreaks. Yet hundreds of restaurants must reduce capacity.

We agree that we must prioritize the health and safety of our community. We encourage you to take a holistic approach as we continue to vaccinate more people and manage the increase in cases that is occurring. A holistic approach includes the detrimental side effects of moving back reopening metrics.

DRAFT

April 8, 2021

The Honorable Governor Kate Brown
Governor of Oregon
900 Court Street Suite 254
Salem, OR 97301

Dear Governor Brown:

Oregonians have sacrificed and lost much over the past year as they have fought through the COVID-19 pandemic. We are proud of our Clackamas County residents and businesses who have complied with your orders and who take protective measures every day, such as masking up and changing business operations.

It brings us great delight to see children back at school and the hum of school buses traveling down our streets. Thank you for allowing a return to in-person instruction and activities. We know this will help the mental health of our youth. This disease has greatly harmed our children and it is time for us to help them recover and thrive.

Our businesses have been safely operating in Moderate Risk since Feb. 26, while continuing to abide by OHA's guidelines. They have continued to make every effort to work in a way that will help slow the spread of the virus, often at a cost to them. We were frustrated to learn on Tuesday that, by tomorrow, Clackamas County businesses will be mandated to cut back on capacity as we are moved to the High Risk category. Our understanding was that we would receive a two week caution period before having our risk category changed. Three days' notice to our businesses to prepare to cut capacity does not afford them the time necessary to plan for inventory reduction, staffing changes, and every day operation modifications. As an example, many of our restaurants have spent \$10,000 - \$20,000 in purchasing supplies and retraining and hiring employees that will be lost by this sudden change.

We know that reopening schools to in-person instruction, coupled with businesses bringing employees and customers back, results in COVID-19 cases rising. This is not new information and it is not surprising.

However, reopening **then closing** businesses, and moving kids from hybrid in-person **to only** virtual learning, would cause harm in addition to rising COVID-19 cases. The economic hardships will be felt by our communities for years.

We believe there is an opportunity to consider other factors when determining community risk level.

For example, in Clackamas County, we have identified many of our positive COVID-19 cases are generally contained to outbreaks connected to school activities outside of in-person instruction, such as small social gatherings. We have also found that very few are related to workplaces. Holding back the entire community and demanding that hundreds of businesses reduce capacity – and place more people back in the unemployment line – is not sustainable and causes additional harm.

We understand that hospital capacity was a factor in your recent decision to move us back to High Risk, but we must point out that our hospital capacity remains stable in the region. We fully understand the need to keep cases low to ensure we have enough hospital capacity, ICU beds and ventilators. Although cases are going up, as expected, we have successfully maintained capacity and been able to provide the needed services for our most severe cases. Hospital capacity cannot be understated. Please consider a region's hospital capacity and outbreak sources before deciding to move a county into a higher risk level. Reducing business capacity due to case counts alone, when other public health metrics should be considered, is another setback to our entire community.

As more and more have access and receive the vaccine every day, we ask that the risk levels determined by the state include other factors. Please consider elements beyond how many cases per 100,000 people. For example, if the cases are contained to outbreaks, an entire community should not be punished. Outbreaks were once a metric for reopening Oregon in the past and can be again.

We are also concerned about the accelerated timeline for vaccine eligibility that does not match available vaccine supplies. We want to continue to uplift the need for vaccine allocations to be redistributed to the most populated areas in the state, including Clackamas County, that are still behind in providing access to community members that have been eligible for weeks and frustrated, especially our local frontline workers and small businesses.

Our residents have been through much – three declared disasters in 11 months. While our communities are resilient, many businesses and their employees are on precipice of collapse. We must also consider the impact to our lower socioeconomic groups. This is about economic justice for people. Please allow us the two week caution period and focus the efforts of education and enforcement on the populations where the spikes are occurring.

Clackamas County is committed to work collaboratively with the State to fight the spread of the virus. We ask you to take our feedback and recommendations to heart. We work closest with our most affected communities and can provide insight in what is working and what is not. We are available to further discuss these considerations further.

DRAFT V2

April 8, 2021

The Honorable Governor Kate Brown
Governor of Oregon
900 Court Street Suite 254
Salem, OR 97301

Dear Governor Brown:

~~Our~~ Clackamas County businesses have been operating in Moderate Risk since Feb. 26. It is frustrating to learn that within three days they will need to cut back capacity. Clackamas County businesses deserve your respect with not only better communications but input on how they can successfully open and operate during a pandemic that is beginning to wind down. ~~They deserve better communication and notice from the state.~~

Instead of continuing with endless lockdowns and punitive measures, why have you not observed the leadership of at least 30 other states in America who have fully opened their businesses while taking precautions for the safety of its citizens. Even California, one of the largest states, has declared full opening by June 15. Florida has also been a business success while they operate restaurants, bars and gyms at capacity. There's no truth or hope in thinking that a zero-risk metric is acceptable in life, work or politics.

Our residents demand strong leadership for the recovery of our county and state. There will always be a new virus or germ around the corner. Instead of punishing the people and businesses who pay for government's existence, let's work together to combat disease through accepted science, innovation and proven technologies currently being used throughout America. Clackamas County government is ready and able to assist you in this endeavor.

We were surprised that we were not afforded a two-week caution period. This should have been more clearly communicated to all affected counties in advance. ~~We are concerned with the lack of communication between our jurisdictions.~~ We strongly recommend reconvening immediately regular meetings related to COVID-19 as we have in the past with the intention of learning to live and prosper with known and unknown virus of the future. This is the recovery our citizens deserve from elected leaders.

Reopening then restricting businesses' operations results in economic impacts that will touch damage our community for years. It is not acceptable that our economy or businesses be permanently charred by this government action.

We appreciate that ~~that~~ the state is considering hospital capacity when moving a county to Extreme Risk. However, we believe there are additional opportunities to consider when determining community risk levels.

As of April 5, 30% of active outbreaks in Clackamas County are related to school activities that are not connected to in person learning. This is concerning to us. We are glad that our kids students are back in

the classroom. However, the activities outside the classroom are leading to COVID-19 outbreaks and businesses are being penalized. (This sentence is not clear does not make sense)

Out of the approximately 1000 restaurants in Clackamas County, 11 are experiencing outbreaks. Yet hundreds of restaurants must reduce capacity. Again this action is not what is expected from leadership during a pandemic.

We agree that **health and safety of our shared communities is just as important as economic and mental health.** ~~we must prioritize the health and safety of our community.~~ We encourage you to take a holistic approach **that includes recovery and operations as mentioned previously in this letter** as we continue to vaccinate more people and manage the increase in cases that is occurring.

A holistic **approach includes all aspects of learning to live and work in a pandemic while watching the current metrics and redefining new metrics for the future to guide us back to reopening.** ~~watching the detrimental side effects of moving back reopening metrics.~~

As elected representatives for over 400,000 Clackamas County residents, we do not support nor accept your latest mandate.