

# AGENDA

**Thursday March 15, 2018 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2018-16

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

**I. HOUSING AUTHORITY PUBLIC HEARING**

1. Public Hearing on the Proposed 2018-2019 Housing Authority of Clackamas County (HACC) Annual Plan (Chuck Robbins, HACC Director)

**II. HOUSING AUTHORITY CONSENT AGENDA**

1. In the Matter of Writing off Uncollectible Accounts for the Third Quarter of Fiscal Year 2018
2. Approval to enter into a Construction Contract with DGS General Construction, Inc. to Replace Windows, Siding and Paint in Public Housing
3. Approval of an Intergovernmental Agreement between the Housing Authority and Metro for the Hillside Master Plan
4. Resolution No. 1927: Approval to Apply to Oregon Housing and Community Services for 9% Low Income Housing Tax Credits for the Renovation of Hillside Manor
5. Approval of Professional Services Contract with Scott Edwards Architecture (SEA) for Architecture and Engineering Services for the Renovation of Hillside Manor

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

**IV. PUBLIC HEARING** *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the 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. Second Reading of an Ordinance 02-2018 Amending Chapter 8.04, Public Health Certificates of Sanitation, Licenses and Contested Case Procedures, of the Clackamas County Code - 1<sup>st</sup> Reading was on 3-1-18 (Kathleen Rastetter, County Counsel)

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

**A. Health, Housing & Human Services**

1. Approval of Amendment No. 1 to a Revenue Intergovernmental Agreement with Oregon Department of Human Services Office of Vocational Rehabilitation Services for Job Placement & Job Retention Services – *Health Centers*
2. Approval of an Intergovernmental Agreement with Clackamas County and the City of Estacada for the Shafford Street Reconstruction Phase 1 Improvements Project – *Housing & Community Development*

**B. Department of Transportation & Development**

1. Approval of a Partition Plat Consent Affidavit between Community Development and Clackamas County Surveyor Office

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Request by the Clackamas County Sheriff's Office to enter into an Annual Operating and Financial Plan with the USDA Forest Service for Cooperative Law Enforcement Services in the Mt. Hood National Forest - *CCSO*

**D. Technology Services**

1. Approval for a Service Level Agreement between Clackamas Broadband eXchange and the City of Sandy

**E. Business & Community Services**

1. Board Order No. \_\_\_\_\_ Approving a Tax Foreclosed Property for Declaration as Surplus and Establish Minimum Bid Amount – *Property Resources*

**F. County Counsel**

1. Release of a Reversionary Clause Related to Property Previously Conveyed to North Clackamas School District No. 12

**G. Juvenile Department**

1. Approval of an Intergovernmental Agreement with the State of Oregon, Oregon Youth Authority for the Georgetown Evidence-Based Decision Making Certificate Program

**H. Public & Government Affairs**

1. Approval of an Intergovernmental Agreement between Clackamas County and Metro related to Willamette Falls Locks

**VI. COUNTY ADMINISTRATOR UPDATE**

**VII. COMMISSIONERS COMMUNICATION**

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

March 15, 2018

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

Public Hearing on the Proposed 2018-2019 Housing Authority of  
Clackamas County (HACC) Annual Plan

<b>Purpose/Outcomes</b>	A Public Hearing before the Housing Authority Board of Commissioners to review the past performance of HACC, and to review the Proposed 2018-2019 HACC Annual Plan.
<b>Dollar Amount and Fiscal Impact</b>	\$12,932,000 for Section 8 Voucher funds, \$3,547,000 in Public Housing funds and \$748,000 in Capital Grants Program funds
<b>Funding Source</b>	U.S. Department of Housing and Urban Development No County General Funds are involved.
<b>Duration</b>	Effective July 1, 2018 through June 30, 2019
<b>Previous Board Action</b>	2017-2022 Annual & Five-Year Plan approved by the HACC Board on April 6, 2017 – Resolution No. 1919
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Ensure safe, healthy and secure communities</li> <li>2. Individuals and families in need are healthy and safe</li> <li>3. Grow a vibrant community</li> <li>4. Sustainable and Affordable Housing</li> <li>5. Build public trust through good government</li> </ol>
<b>Contact Person</b>	Chuck Robbins, HACC Executive Director (503) 655-8267
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Housing Authority, a division of the Health, Housing & Human Services Department request a Hearing on the proposed 2018-2019 Housing Authority of Clackamas County Annual Plan. This hearing will satisfy a U.S. Department of Housing and Urban Development (HUD) requirement that the public be given an opportunity annually to review the performance of the Housing Authority of Clackamas County and comment on the goals and objectives of the Annual Plan. The Plan includes HACC’s policy changes, new goals and activities, and its progress on meeting goals.

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

Capital Fund Program (CFP) is a grant that HUD provides for the development, modernization, and management of Public Housing. HACC is applying for and seeking Capital Funds in the amount of \$748,000 for FY2019.

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

- The Annual Plan was developed in consultation with the Resident Advisory Board (RAB).
- The RAB is made up of residents from Public Housing and Section 8 programs. The RAB met on January 11th, 2018 to review the Plan.
- HACC published a public notice opening the Annual Plan for public review and comments from January 19, 2018 through March 5th, 2018.
- The Plan was available at the HACC Administrative Office, HACC Property Management Offices, Clackamas County Oak Grove Library, and was posted on HACC's website.

The Public Hearing will consist of three parts:

- 1) A review of the past performance of the Housing Authority of Clackamas County;
- 2) A review of the Proposed 2018-2019 HACC Annual Plan; and
- 3) An open discussion period during which citizens may testify on the plan or HACC's programs and actions.

**RECOMMENDATION:**

Staff recommends that the HACC Board take the following actions:

- 1) Hold a Public Hearing to review past performance of the Housing Authority of Clackamas County and to review the proposed 2018-2019 Annual Plan;
- 2) Direct Housing Authority staff to make any changes necessary as a result of the Board's consideration of testimony to the Proposed Plan, and prepare for Board approval of the Final 2018-2019 Annual Plan; and
- 3) Place approval of the 2018-2019 Annual Plan on the HACC Board consent agenda for adoption at a special meeting scheduled for April 5, 2018.

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services

Attachments:

- Proposed 2018-2019 Annual Plan

# **Housing Authority of Clackamas County (HACC)**

**Annual Plan  
2018-2019**



**HACC Executive Director  
Chuck Robbins**

# Housing Authority of Clackamas County (HACC)



## Annual Plan 2018-2019

Effective Dates upon HUD Approval:

July 1<sup>st</sup>, 2018 - June 30<sup>th</sup> 2019

**Housing Authority of Clackamas County (HACC)**

**2018-2019 Annual Plan**

**TABLE OF CONTENTS**

HUD FORM 50075 PHA ANNUAL PLAN.....

ATTACHMENT A: SUMMARY OF HCV ADMIN PLAN POLICY CHANGES.....

ATTACHMENT B: PUBLIC HOUSING ADMISSIONS & CONTINUED OCCUPANCY POLICY UPDATES....

ATTACHMENT C: STRATEGY FOR ADDRESSING HOUSING NEEDS.....

ATTACHMENT D: DECONCENTRATION POLICY .....

ATTACHMENT E: STATEMENT OF SUBSTANTIAL DEVIATION & SIGNIFICANT AMENDMENT.....

ATTACHMENT F: VAWA STATEMENT .....

ATTACHMENT G: RAD DEVELOPMENT PROJECT DESCRIPTIONS.....

ATTACHMENT H: CAPITAL FUND BUDGET SUMMARY .....

ATTACHMENT I: CAPITAL FUND PROJECTS SUMMARY .....

ATTACHMENT J: PUBLIC NOTICE.....

ATTACHMENT K: RESIDENT RIGHTS HANDOUT .....

ATTACHMENT L: RESIDENT COMMENTS.....

<b>Streamlined Annual PHA Plan</b> <i>(High Performer PHAs)</i>	<b>U.S. Department of Housing and Urban Development</b> <b>Office of Public and Indian Housing</b>	<b>OMB No. 2577-0226</b> <b>Expires: 02/29/2016</b>
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**Purpose.** The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

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

**Definitions.**

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

<b>A.</b>	<b>PHA Information.</b>																		
A.1	<p><b>PHA Name:</b> <u>Housing Authority of Clackamas County</u> <b>PHA Code:</b> <u>OR001</u>  <b>PHA Type:</b> <input type="checkbox"/> Small <input checked="" type="checkbox"/> High Performer  <b>PHA Plan for Fiscal Year Beginning:</b> (MM/YYYY): <u>07/2018</u>  <b>PHA Inventory</b> (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)  <b>Number of Public Housing (PH) Units</b> <u>545</u> <b>Number of Housing Choice Vouchers (HCVs)</b> <u>1,656</u> <b>Total Combined</b> <u>2,201</u>  <b>PHA Plan Submission Type:</b> <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission</p> <p><b>Availability of Information.</b> In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.</p> <p><b>PHA Plan, PHA Plan Elements, and Public Hearing Information can be found at the following locations:</b></p> <ol style="list-style-type: none"> <li>1) Housing Authority Administrative Office, 13930 S Gain Street, Oregon City, OR 97045</li> <li>2) Housing Authority Clackamas Heights Property Management Office, 13900 S Gain Street, Oregon City, OR 97045</li> <li>3) Housing Authority Hillside Property Management Office, 2889 Hillside Court, Milwaukie, OR 97222</li> <li>4) Housing Authority Website: <a href="http://www.clackamas.us/housingauthority/plansandreports.html">http://www.clackamas.us/housingauthority/plansandreports.html</a></li> <li>5) Clackamas County Public Library located at 16201 S.E. Mcloughlin, Oak Grove, OR 97222</li> <li>6) Resident Advisory Boards Members receive a hard copy of the draft Annual Plan</li> </ol> <p><input type="checkbox"/> <b>PHA Consortia:</b> (Check box if submitting a Joint PHA Plan and complete table below)</p> <table border="1" data-bbox="167 1577 1453 1724"> <thead> <tr> <th rowspan="2">Participating PHAs</th> <th rowspan="2">PHA Code</th> <th rowspan="2">Program(s) in the Consortia</th> <th rowspan="2">Program(s) not in the Consortia</th> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr> <td>Lead PHA:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>					Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA:					
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Lead PHA:																			
<b>B.</b>	<b>Annual Plan Elements</b>																		

<p><b>B.1</b></p>	<p><b>Revision of PHA Plan Elements.</b></p> <p>(a) Have the following PHA Plan elements been revised by the PHA since its last <b>Annual PHA Plan</b> submission?</p> <p>Y N</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Statement of Housing Needs and Strategy for Addressing Housing Needs. (See Attachment C)</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. (See Attachment D &amp; Attachment F)</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Financial Resources. (See Attachment G)</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Rent Determination. Compliant with changes in HOTMA (See Attachment A &amp; B).</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Safety and Crime Prevention.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Pet Policy.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Substantial Deviation. (See Attachment E)</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Significant Amendment/Modification (See Attachment E)</p> <p>(b) The PHA must submit its Deconcentration Policy for Field Office Review. See Attachment D</p> <p>(c) If the PHA answered yes for any element, describe the revisions for each element below: See Attachments referenced above</p>
<p><b>B.2</b></p>	<p><b>New Activities.</b></p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Hope VI or Choice Neighborhoods.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Mixed Finance Modernization or Development.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Demolition and/or Disposition.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Tenant Based Assistance. (Section 18 Demolition/Disposition)</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Project-Based Assistance under RAD.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Project Based Vouchers.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Units with Approved Vacancies for Modernization.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).</p> <p>(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan.</p> <p>HACC has submitted a Section 18 Disposition application for Oregon City View Manor, a 100-unit Public Housing property located at 200 S. Longview Way, Oregon City. If approved, HACC will relocated all 100 households using Section 8 vouchers and the assistance of a relocation contractor.</p>
<p><b>B.3</b></p>	<p><b>Progress Report.</b></p> <p>Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year Plan.</p> <p><u>PHA Goal 1: Develop new housing units with long-term affordability for a broad range of low-income households with an emphasis on dispersal of affordable housing by:</u></p> <p><input checked="" type="checkbox"/> Applied for additional VASH vouchers</p> <p><input checked="" type="checkbox"/> Continuing to leverage private and/or other public funds to create additional housing opportunities</p> <p><input checked="" type="checkbox"/> Working with a broker to acquire land for new construction of affordable housing</p> <p><input checked="" type="checkbox"/> Conducted a financial feasibility study for rehabilitation, disposition, or redevelopment of existing Public Housing properties</p> <p><input checked="" type="checkbox"/> Prepared and submitted a multi-phase Rental Administration Demonstration (RAD) application for the rehabilitation of Hillside Manor and the redevelopment of Hillside Park.</p> <p><input checked="" type="checkbox"/> Prepared and submitted a grant to Metro to develop a community plan for the Hillside Park property</p> <p><input checked="" type="checkbox"/> Continued planning for the utilization of RAD and Demolition/Disposition Section 18 to improve and increase the number of affordable housing units</p> <p><input checked="" type="checkbox"/> Submitted a Section 18 Demo/Disposition application for Oregon City View Manor</p> <p><input checked="" type="checkbox"/> Executed Limited Partnership Agreements for the Development of 212 affordable housing units</p> <p><input checked="" type="checkbox"/> Completed an application to Oregon Housing &amp; Community Services for Veteran's Housing funding for a 24-unit affordable housing development in Oregon City, OR.</p> <p><input checked="" type="checkbox"/> Submitted a funding application to Oregon Housing and Community Services for the Local Innovation and Fast Track program for an affordable housing development in Sandy, OR.</p> <p><input checked="" type="checkbox"/> Submitted a HUD Section 108 loan application to fund a variety of affordable housing projects including acquisition, new construction, and rehabilitation.</p> <p>Housing Authority of Clackamas County certifies that the RAD conversion complies with all applicable site selection and neighborhood reviews standards and that all appropriate procedures have been followed.</p> <p><u>PHA Goal 2: Improve access &amp; housing choice for everyone, with a focus on protected classes and single parent households by:</u></p> <p><input checked="" type="checkbox"/> Provided voucher mobility counseling</p>

	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Conducted outreach efforts to potential voucher landlords</li> <li><input checked="" type="checkbox"/> Revised payment standards to reduce the barriers to finding affordable housing</li> <li><input checked="" type="checkbox"/> Continuing our security deposit loan program for Section 8 families</li> <li><input checked="" type="checkbox"/> Provided higher payment standards for families needing ADA units.</li> <li><input checked="" type="checkbox"/> Surveyed and Maintained a list of ADA units within the County to assist families seeking housing</li> <li><input checked="" type="checkbox"/> Awarded project based vouchers to NHA and PEDCOR.</li> </ul> <p><u>PHA Goal 3: Enforce Fair Housing Laws and Increase public understanding of Fair Housing laws by:</u></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> HACC hosted several free Fair Housing trainings and plans to continue hosting free training</li> <li><input checked="" type="checkbox"/> Strengthened the partnership with Fair Housing Council of Oregon and continued distributing fair housing information</li> <li><input checked="" type="checkbox"/> Continued to partner with Housing Rights &amp; Resources Program</li> <li><input checked="" type="checkbox"/> We offer training at Metro Multifamily and other Landlord Group Meetings on the Benefits of Rental Assistance</li> <li><input checked="" type="checkbox"/> Distributed Fair Housing Videos and Information to landlords participating in Section 8 through Landlord newsletter.</li> <li><input checked="" type="checkbox"/> Continuing to educate clients on Fair Housing Rights &amp; provide Fair Housing brochures at Orientation meetings</li> <li><input checked="" type="checkbox"/> Continued attending State subcommittee meetings on Renters Rights and other nonprofit Renter Rights Advocacy Groups</li> <li><input checked="" type="checkbox"/> Aligned our 5-year plan with the County's 5-year Consolidated Plan &amp; completed the Assessment of Fair Housing plan</li> </ul> <p><u>PHA Goal 4: Improve the quality of Housing Authority assisted housing and customer service by:</u></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Maintained high performer status in Section 8</li> <li><input checked="" type="checkbox"/> Improved the physical environment in our public offices</li> <li><input checked="" type="checkbox"/> Streamlined administrative operations, creating efficiencies and improving customer service</li> <li><input checked="" type="checkbox"/> Implemented a client feedback system to gauge if improvements are needed</li> <li><input checked="" type="checkbox"/> Modernized 10 public housing units</li> <li><input checked="" type="checkbox"/> Prepared and submitted a multi-phase Rental Administration Demonstration (RAD) application for the rehabilitation of Hillside Manor and the redevelopment of Hillside Park.</li> <li><input checked="" type="checkbox"/> Developed strategies for cross training staff to ensure we provide the highest level of service to clients we serve</li> </ul> <p><u>PHA Goal 5: Improve community quality of life and economic vitality by:</u></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Partnered with social service agencies to provide services to school aged youth</li> <li><input checked="" type="checkbox"/> Developed stronger partnerships with service providers who assist our elderly and/or disabled residents</li> <li><input checked="" type="checkbox"/> Continued to grow the community gardens program</li> <li><input checked="" type="checkbox"/> Encouraged Resident participation through Resident Associations</li> <li><input checked="" type="checkbox"/> Installed multiple Security Upgrades at Hillside Manor</li> <li><input checked="" type="checkbox"/> Applied for a Metro Grant to assist in the planning of the Hillside Park redevelopment, envisioned to be a mixed income community offering a variety of housing opportunities along a spectrum of affordability.</li> </ul> <p><u>PHA Goal 6: Promote self-sufficiency and asset development of families and individuals by:</u></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Continue to partner with local &amp; regional workforce partners to increase the number of employed/under-employed persons in assisted housing</li> <li><input checked="" type="checkbox"/> Partnered with agencies to provide supportive services to increase independence for the elderly and families with disabilities</li> <li><input checked="" type="checkbox"/> Applied for the new Resident Opportunities Self Sufficiency (ROSS) grant</li> <li><input checked="" type="checkbox"/> Applied for the new Family Self Sufficiency (FSS) grant</li> <li><input checked="" type="checkbox"/> Research and apply for future grants that provide services and enhance residents' quality of life</li> <li><input checked="" type="checkbox"/> Contracted with Social Services to provide a half time case manager for Public Housing.</li> </ul>
<p><b>B.4.</b></p>	<p><b>Most Recent Fiscal Year Audit.</b></p> <p>(a) Were there any findings in the most recent FY Audit?  Y N  <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, please describe:</p>
<b>Other Document and/or Certification Requirements.</b>	
<p><b>C.1</b></p>	<p><b>Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan</b>  Form 50077-ST-HCV-HP, <i>Certification of Compliance with PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
<p><b>C.2</b></p>	<p><b>Civil Rights Certification.</b>  Form 50077-ST-HCV-HP, <i>Certification of Compliance with PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>

C.3	<p><b>Resident Advisory Board (RAB) Comments.</b></p> <p>(a) Did the RAB(s) provide comments to the PHA Plan?  Y    N  <input checked="" type="checkbox"/>   <input type="checkbox"/></p> <p>If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations. See attachment H</p>
C.4	<p><b>Certification by State or Local Officials.</b>  <a href="#">Form HUD 50077-SL</a>, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
D	<p><b>Statement of Capital Improvements.</b> Required in all years for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).</p>
D.1	<p><b>Capital Improvements.</b> Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD.</p> <p>See HUD Form 50075.2 approved by HUD on 08/17/2017.</p>

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

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

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

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

### B. Annual Plan.

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

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

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

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

**Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA’s anticipated resources, such as PHA operating, capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. ([24 CFR §903.7\(c\)](#))

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

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

**Safety and Crime Prevention (VAWA).** A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families. ([24 CFR §903.7\(m\)\(5\)](#))

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

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

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

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

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

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

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

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

**Demolition and/or Disposition.** Describe any public housing projects owned by the PHA and subject to ACCs (including name, project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: [http://www.hud.gov/offices/pih/centers/sac/demo\\_dispo/index.cfm](http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm). ([24 CFR §903.7\(h\)](#))

**Conversion of Public Housing.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>. ([24 CFR §903.7\(j\)](#))

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

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

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

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

## C. Other Document and/or Certification Requirements

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

**C.2 Civil Rights Certification.** Form HUD-50077 SM-HP, *PHA Certifications of Compliance with the PHA Plans and Related Regulation*, must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. ([24 CFR §903.7\(o\)](#))

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

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

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

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

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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA’s mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 16.64 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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

**ATTACHMENT A**

**Summary of Proposed Housing Choice Voucher Administrative Plan Policy Changes Effective April 2018**

	<b>New Policy</b>	<b>Explanation of Proposed New Policy Language</b>	<b>Chapter</b>
	<b>Code of Conduct</b>	<p>6. Employees shall not date or have romantic relationships with Tenants under any circumstance.</p> <p>7. Employees must adhere to the Code of Conduct of the Health Housing and Human Resources Department and the Housing Authority Union Contract.</p>	<b>1</b>
	<b>Local Preferences</b>	<i>General reduction to preferences to allow a 1:1 ratio preference families served and families pulled off the general wait list.</i>	<b>4</b>
	<b>Local Preferences – Public Housing Relocations</b>	<i>Families being relocated due to disposition of Public Housing will be allowed to move with debt owed with a repayment agreement. Families relocated will only be served with vouchers that meet the Housing Choice Voucher Occupancy Standard of 2 per room.</i>	<b>4</b>
	<b>Local Preferences – Transitional Housing Graduates</b>	<i>Transitional Housing being phased out and changing the preference language to use Rapid ReHousing Model</i>	<b>4</b>
	<b>Local Preferences – Natural Disaster</b>	<i>Reducing preference for Natural Disaster from 20 to 10 unless if awarded special purpose vouchers to assist victims of Natural Disaster.</i>	<b>4</b>
	<b>Local Preference – Domestic Violence</b>	<i>Reducing preference vouchers from 20 to 17 per year.</i>	<b>4</b>
	<b>Local Preference - Veterans</b>	<i>Due to new funding of special purpose Veteran Vouchers known as VASH, reducing regular Veteran preference from 15 to 8 per year as VASH is filling this gap.</i>	<b>4</b>
	<b>Local Preference – Shelter Plus Care</b>	<i>If changes in Shelter Plus Care grant were to potentially impact a families ability to participate in the rental assistance, HACC would graduate the family to a regular voucher. Example, if HACC were to project base the rental assistance and the family did not want to move to the project based unit.</i>	<b>4</b>

<b>Occupancy Standard</b>	<i>HACC will allow 2 per bedroom plus 1 for maximum Occupancy. If a landlord is willing to allow a larger maximum occupancy for 2 per bedroom plus 2 then HACC will allow on a case-by-case basis if moving would cause a hardship for the family.</i>	<b>5</b>
<b>Inspections – Converting to Biennial</b>	<i>HACC will grade units A(Good), B(Fair) and C(Poor) and only A(Good) units will be inspected biennially if they have had a history of passed inspections.</i>	<b>8</b>
<b>HOTMA Policy not adopting</b>	<i>While Congress changed the rules and allows a Housing Authority to enter into a Housing Assistance Payment contract on a failed unit, HACC is choosing not to change its policy and requires a passed HQS Inspection. Due to the age of our inventory in Clackamas County and the lack of new construction, HACC is not confident enough to enter into contracts on failed units.</i>	<b>8</b>
<b>Manufactured Home - NOT</b>	<i>HACC has seen an increase in requests to rent recreational vehicles with tie downs. HACC is reinforcing its policy to only pay rent assistance on units that meet the definition of a Manufactured Home.</i>	<b>8</b>
<b>Emergency Transfer Plan</b>	<i>HACC has adopted the required Emergency Transfer Plan and including as Exhibit 16-3 to its Administrative Plan</i>	<b>10 &amp; 16</b>
<b>Annuals for Fixed Income Families</b>	<i>HACC will adopt new streamlining regulation allow for COLA to be applied for fixed income families and not requiring the completion of an entire Annual Review Packet with documentation of SSI or other fixed income award letters.</i>	<b>11</b>
<b>ADDING Entire Chapter on RAD</b>	<i>HACC applied for Rental Assistance Demonstration (RAD) PBV's for several properties and if they are approved we need to have the proper regulatory required policies in place. Have added an entire chapter to cover only RAD.</i>	<b>18</b>

## ATTACHMENT B

### Summary of Proposed Admissions and Continued Occupancy Plan Policy Changes Effective April 2018

	New Policy	Explanation of Proposed New Policy Language	Chapter
1	<b>3-I.M. LIVE-IN AIDE</b>	<ul style="list-style-type: none"> <li>• The Live-in Aide policy was updated as follows:               <ul style="list-style-type: none"> <li>○ Clarification that the Live-in aide has no rights to the unit</li> <li>○ Specify timelines for acceptance of requests to add a Live-in Aide to the household</li> <li>○ Specify timelines for approval or denial of requests</li> <li>○ Updated policies and applications so they match</li> <li>○ Clarification of the process to apply for a Live-in Aide</li> <li>○ Clarification for qualifications of a Live-in Aide</li> <li>○ Clarification of the responsibilities of a Live-in Aide</li> </ul> </li> </ul>	<b>3</b>
2	<b>4-II.B. ORGANIZATION OF THE WAITING LIST</b>	<ul style="list-style-type: none"> <li>• HACC is establishing a new Homeless preference.</li> <li>• New policy was created to accommodate this preference, as Public Housing had no preferences in the past.</li> </ul>	<b>4</b>
3	<b>8-I.F. PAYMENTS UNDER THE LEASE – Rent Payments [24 CFR 966.4(b)(1)]</b>	<ul style="list-style-type: none"> <li>• New language was added for rent payments made for more or less than the required monthly rent amount. The new language states: “A tenant’s duty regarding rent payments is to tender to HACC an offer of the full amount of rent owed within the time allowed by law and by the rental agreement provisions regarding payment. HACC may refuse to accept a rent tender that is for less or more than the correct amount of rent owed or that is untimely.</li> <li>• HACC will no longer accept personal checks from third parties.</li> </ul>	<b>8</b>
4	<b>8-I.E. SECURITY DEPOSITS [24 CFR 966.4(b)(5)]</b>	<ul style="list-style-type: none"> <li>• Replace current sentence that reads “If the resident disagrees with the amount charged, HACC will provide a meeting to discuss the charges” with “If the</li> </ul>	<b>8</b>

		<p>resident disagrees with the amount charged, they may contact their property manager to discuss the charges.”</p>	
5	<p><b>9-PART III: INTERIM REEXAMINATIONS [24 CFR 960.257; 24 CFR 966.4]</b></p>	<ul style="list-style-type: none"> <li>• Clarification was made that the due date for all documentation for the verification of the reduction in income is to be in the office by the 15<sup>th</sup> of the month. The interim will then be effective the first of the following month.</li> <li>• “Effective Dates” policy was added to match Section 8. The new policy is:</li> </ul> <p><b>Effective Dates</b>  HACC must make the interim reexamination within a reasonable time after the family request [24 CFR 960.257(b)].</p> <p><u>HACC Policy</u>  If the tenant rent is to <i>increase</i>:  The increase generally will be effective on the first of the month following 30 days’ notice to the family.</p> <p>If a family fails to report a change within the required time frame, or fails to provide all required information within the required time frame, the increase will be applied retroactively, to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any underpaid rent and may be offered a repayment agreement in accordance with the policies in Chapter 16.</p> <p>If the tenant rent is to <i>decrease</i>:  A family may report a decrease in income and other changes which would reduce the amount of rent, such as an increase in allowances or deductions, and HACC will process a family’s request to have a family’s rent re-evaluated. Reports of such changes must be made to HACC no later than the 15th of each month in order for the change in rent to be effective on the first of the following month.</p> <ul style="list-style-type: none"> <li>• HACC may delay the effective date of a participant request due to necessary documentation not being provided in a timely manner. In cases</li> </ul>	9

		<p>where the change cannot be verified until after the date the change would become effective, the change will be made retroactively.</p> <ul style="list-style-type: none"> <li>• In cases where the change cannot be verified until after the 15<sup>th</sup> of the month, the change will not become effective until the first day of the following month. This increases a tenant’s wait time for a reduction of rent.</li> </ul>	
6	<b>9-I.C. SCHEDULING ANNUAL REEXAMINATIONS</b>	<ul style="list-style-type: none"> <li>• Change the number of days from 120 to 90 for the beginning of the annual reexamination process.</li> <li>• New language was added to the “Notification of and Participation in the Annual Reexamination Process”. The new language states:</li> </ul> <p>HACC will not accept expense documentation for use in an annual reexamination past the cutoff date outlined in the annual reexamination letter. This letter and packet are mailed approximately 90 days in advance of each resident’s annual reexamination and must be returned with all required documentation no later than 30 days after the date it is mailed.</p>	<b>9</b>

# **Attachment C**

## **Statement of Housing Needs and Strategy for Addressing Housing Needs**

### **Introduction**

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

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

### **Local Efforts**

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

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

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

### **Regional Efforts**

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

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

### **Statewide Goals of the Fair Housing Council of Oregon:**

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

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

**Oregon state laws have changed to prohibit source of income in Section 8**

Effective July 1, 2014, landlords cannot refuse to rent to an applicant, or treat an applicant or tenant differently, because the applicant is using a Section 8 voucher or other local, state, or federal rental housing assistance. Nor can landlords advertise “no Section 8.” Landlords can still screen and reject any applicant, including those with a Section 8 voucher, for past conduct and ability to pay rent.

Prior to passage of House Bill 2639 in 2013, the “source of income” category explicitly excluded federal rent assistance, which primarily refers to the Section 8 Housing Choice Voucher program; this exclusion meant that Oregon landlords could refuse to rent to applicants, or even to consider them, just because they had a Section 8 voucher. The new law removed that exception and explicitly stated that Section 8 or any other local, state, or federal housing assistance is included in the source of income protection. Oregon Revised Statute 659A.421 (1) (d).

The new law also creates the Housing Choice Landlord Guarantee Program, to compensate landlords for damages incurred as a result of tenancies by Section 8 voucher holders.

**Clackamas County Actions Taken in 2016-2017 and Analysis of Impact**

Strategy	Primary Partners (Lead in <b>BOLD</b> )	Accomplishments
<b>Commit to countywide and regional support to continue and enhance enforcement of fair housing laws</b>	<b>SSD</b> HACC CD	SSD has annual contracts with the Fair Housing Council of Oregon FHCO (\$10,770) and Legal Aid Services of Oregon (LASO) (\$81,250) to provide enforcement of fair housing laws. FHCO assisted 209 people with housing information. 31 (15%) were Latino and 12 (6%) were African American. CD is meeting regularly with regional partners to discuss audit testing options.
<b>Improve access to fair housing information</b>	<b>SSD</b> <b>CD</b> HACC	HCD has met with regional partners and the Fair Housing Council of Oregon to coordinate Fair Housing activities, develop a centralized resource and to develop fair housing materials in multiple languages and formats.
<b>Expand opportunities for tenants using Housing Choice Vouchers</b>	<b>HACC</b>	The Housing Authority of Clackamas County has landlord outreach materials posted on the HACC website: <a href="http://www.clackamas.us/housingauthority/">http://www.clackamas.us/housingauthority/</a> 2016-2017 Landlord Training Events: February 28 <sup>th</sup> , 2016- Oregon Landlord Tenant Law March 2017 – All Staff Training June 8 <sup>th</sup> , 2016 – Fair Housing Laws June 22 <sup>nd</sup> , 2017 – Fair Housing Laws Updated  Outreach for all of these events were done by the following: <ul style="list-style-type: none"> <li>• Direct email invitations to our landlord email list</li> <li>• Announcements on the Metro Multi Family Calendar of events</li> <li>• Fair Housing Council of Oregon Announcements</li> <li>• Promoted on HACC Website</li> <li>• Word of mouth through property management companies, etc</li> </ul> <b>Landlord Newsletters</b> continue to be distributed and posted on HACC’s website.

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

<b>Ensure the HACC conducts targeted outreach to underrepresented &amp; protected class for upcoming waitlist opening</b>	<b>HACC</b>	HACC opened its waitlists in January and plans to added 500 new applicants to Housing Choice Voucher Section 8 waitlist and 3,300 to its Site Based Public Housing waitlists.
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**Housing Needs.**

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

<b>Housing Needs of Families on the Waiting List: Housing Choice Voucher and Public Housing</b>		
	# of Families	% of Total Families
Waiting List Total	4,132	100%
Section 8 Waiting List	880	21.3%
Public Housing Waiting List	3,252	78.7%
Extremely Low Income <= 30% of AMI	3,357	81.2%
Very Low Income <= 50% of AMI	634	15.3%
Low Income <= 80% of AMI	116	2.8%
Above 80% of AMI	25	.6%
Elderly or Near Elderly	579	14%
Non-Elderly	3,762	91%
Disabled Head of Household	1,330	32.2%
White	2,921	70.7%
Black/African American	901	21.8%
American Indian/Alaska Native	220	5.3%
Asian	142	3.4%
Native Hawaiian/Pacific Island/other	206	5%
Hispanic	426	10.3%
Non-Hispanic	3,706	89.7%
<b>Characteristics by Bedroom Size</b>		
0 BR (Section 8 only)	39	.9%
1 BR	1,619	39.2%
2 BR	1,068	25.8%
3 BR	909	22%
4 BR	383	9.3%
5 BR (Section 8 only)	84	2%
6 BR (Section 8 only)	29	.7%

## Attachment D

### Deconcentration Policy

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

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

## ATTACHMENT E

### **Definition of Substantial Deviation and Significant Amendment or Modification 2018 – 2019 Annual Plan**

#### Definition of Substantial Deviation and Significant Amendment

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

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

- Any collective change in the planned or actual use of federal funds for activities that would prohibit or redirect HACC's strategic goals or mission of sustaining or increasing the availability of decent, safe and affordable housing while promoting self-sufficiency and asset development of families and individuals from being implemented as identified in Plans.

This includes elimination or major changes in any activities proposed, or policies provided in the Plans that would momentarily affect services or programs provided residents. This definition does not include budget revisions, changes in organizational structure, changes resulting from HUD-imposed regulations, or minor policy changes.

- Any single or cumulative annual change in the planned or actual use of federal funds as identified in the Plans that exceeds 25% of the of HACC's annual program budgets for Housing Choice Voucher (Section 8) or Public Housing activities.
- A need to respond immediately to Natural Disasters or Declarations of Emergency beyond the control of the Housing Authority, such as earthquakes, flooding, landslides, or other unforeseen significant event.
- A mandate from local government officials, specifically the governing board of the Housing Authority, to modify, revise, or delete the long-range goals and objectives of the program.

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

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

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

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

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

**ATTACHMENT F**

**Violence Against Women (VAWA) Statement**

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

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

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

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

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



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Chuck Robbins, Executive Director

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Date

<b>Development #1 Hillside Manor</b>			
<u>Name of Public Housing Project:</u>  <b>Hillside Manor</b>	<u>PIC Development ID:</u>  <b>OR001005000</b>	<u>Conversion Type (i.e. PBV or PBRA):</u>  <b>PBV</b>	<u>Transfer of Assistance:</u>  <b>No</b>
<u>Total Units</u>  <b>100</b>	<u>Pre-Rad Unit Type:</u>  <b>Family</b>	<u>Post RAD Unit Type if different:</u>  <b>N/A</b>	<u>Total Annual Capital Fund allocation</u>  <b>Per unit is \$1668 Total is \$166,800</b>
<u>Bedroom Type</u>  <b>Studio/Efficiency: 0 One Bedroom: 96 Two Bedroom: 4</b>	<u>Number of Units Pre Conversion</u>  <b>100</b>	<u>Number of Units Post Conversion</u>  <b>100</b>	<u>Change in number of units per bedroom type and why</u>  <b>N/A</b>
<b>Development #2 Hillside Park</b>			
<u>Name of Public Housing Project:</u>  <b>Hillside Park</b>	<u>PIC Development ID:</u>  <b>OR001003000</b>	<u>Conversion Type (i.e. PBV or PBRA):</u>  <b>PBV</b>	<u>Transfer of Assistance:</u>  <b>No</b>
<u>Total Units</u>  <b>100</b>	<u>Pre-Rad Unit Type:</u>  <b>Family</b>	<u>Post RAD Unit Type if different:</u>  <b>N/A</b>	<u>Total Annual Capital Fund allocation divided by total number of Public Housing units in PHA, multiplied by total number of units in project</u>  <b>Per unit is \$1668</b>
<u>Bedroom Type</u>  <b>Studio/Efficiency: 0 One Bedroom: 25 Two Bedroom: 75</b>	<u>Number of Units Pre Conversion</u>  <b>100</b>	<u>Number of Units Post Conversion</u>  <b>100</b>	<u>Change in number of units per bedroom type and why</u>  <b>N/A</b>

**Attachment H  
Housing Authority of Clackamas County  
2018 Capital Fund Budget Summary**

Acct #	2018 Capital Fund Budget	Total Budgeted Costs								
1406	HA-Wide Operations (20% Max)	178,840.80								
1408	HA-Wide Management Improvement	0.00								
	Administration (10% Max w/o in house A&E)									
1410	Central Office, Capital Fund admin and audit	89,420.80								
1410	CFP Capital Improvement Coordinator A&E design work	45,200.00								
1411	Audit	6,500.00								
	PHA Wide Fees and Costs									
1430	Architectural, engineering, consulting; mold asbestos testing & remediation, other related expenses	35,000.00								
	PHA Wide Site Improvements									
1450	Paving, fencing, landscape, garden, utilities, 504 accomodation	62,250.00								
	PHA Wide Dwelling Improvement									
1460	Cabinets, doors, plumbing, HVAC, siding windows, roofs, kitchens, porches, patios, 504 accomodations	449,492.40								
	PHA Wide Dwelling Equipment									
1465	Ranges and refrigerators	0.00								
	PHA Wide Non-Dwelling Equipment									
1475	Tools, equipment, furnishings, vehicles, Office equipment	10,000.00								
1495	Relocation Costs	10,000.00								
	Asset Managed Properties - specific projects									
1450	Site Work (concrete, drive, walks, landscape, drainage	0.00								
1460	Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring etc.)	0.00								
1460	Energy Improvements per Energy Audit	0.00								
1470	Non-Dwelling Renovation (flooring, HVAC, windows, siding, cabinets, paint, etc.)	7,500.00								
	<b>Grand Total Capital Fund Budget</b>	<b>894,204.00</b>								

## Attachment I

January 11, 2018

### **2017 Capital Fund Completed Projects**

- Project # 17003 – OCVN/SS Roof Project - \$93,890.00
- Project # 17004 – Asbestos Abatement Services - \$50,000.00
- Project # 17005 – Asbestos Air Monitoring Services - \$25,000.00
- Project # 17006 – AMP Wide Flooring (On Demand) - \$53,937.00
- Project # 17009 – HSP Community Center HVAC Upgrade - \$9,770.48

### **2018 Proposed Capital Fund Projects**

- On Demand Cabinet Contract \$50,000.00
- Fair Housing Project - \$75,000.00
- Modernization Work - \$200,000.00
- Windows, Siding & Insulation Work - \$200,000.00
- Scattered Sites Roof Project - \$175,000.00
- On Demand Moving Contract - \$25,000.00

*Healthy Families. Strong Communities.*

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TDD 503-655-8639 [www.clackamas.us/housingauthority](http://www.clackamas.us/housingauthority)

Attachment J

**PUBLIC NOTICE**

A Public Meeting to cover the Housing Authority of Clackamas County's (HACC) Annual Plan effective 2018-2019 will be held on January 11th, 2018, at 10 AM at OCVM Community Center, 200 S. Longview Wy., Oregon City, OR 97045. Resident Advisory Board members and Public Housing residents are encouraged to attend.

A public hearing to comment on HACC's 2018 Draft Plan will be held on March 15th, 2018, before the HACC's Board of Commissioners. The Commissioners meet at 10:00 AM, in their hearing room at the Public Services Building located at 2051 Kaen Road, Oregon City, Oregon. Everyone is welcomed to attend and comment on the proposed Plan.

HACC is planning to convert two Public Housing properties to Rental Assistance Demonstration (RAD), as a result of the conversion, Capital Grant's funding will be reduced by \$325,038/year. HACC may utilize the Replacement Housing Funds (RHF) in the amount of \$147,421, to facilitate RAD conversion.

HACC developed its Plan in compliance with the Quality Housing and Work Responsibility Act of 1998 and Federal Register, Docket No. FR-4829-N-01.

The Draft Plan will be available for review from January 19th, 2018-March 5th, 2018 and can be found online at <http://www.clackamas.us/housingauthority/plansandreports.html>. Hard copies are kept for public review at HACC's administrative office located at 13930 South Gain Street, Oregon City, OR, open Monday through Thursday, 10AM to 5PM. The Plan can also be viewed at the Clackamas County Library, 16201 SE McLoughlin, Oak Grove, OR.

Written comments should be directed to Elizabeth Miller, Housing Authority of Clackamas County, P.O. Box 1510, Oregon City, OR 97045, or by email at [emiller@clackamas.us](mailto:emiller@clackamas.us). These comments must be received by March 5th, 2018.

Floating units are subject to all of the requirements in this Notice and the PBV regulations, including physical inspections, rent adjustments, and income-mixing requirements. The alternative requirements with respect to floating units do not apply to non-RAD PBV units.

**C. PBV Resident Rights and Participation.**

- 1. No Re-screening of Tenants upon Conversion.** Pursuant to the RAD statute, at conversion, current households are not subject to rescreening, income eligibility, or income targeting. Consequently, current households will be grandfathered for conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion. For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Thus, 24 CFR § 982.201, concerning eligibility and targeting, will not apply for current households.<sup>24</sup> Once that remaining household moves out, the unit must be leased to an eligible family. MTW agencies may not alter this requirement.
- 2. Right to Return.** See section 1.4.A.4(b) regarding a resident's right to return.
- 3. Renewal of Lease.** Since publication of the PIH Notice 2012-32 Rev 1, the regulations under 24 CFR § 983.257(b)(3) have been amended requiring Project Owners to renew all leases upon lease expiration, unless cause exists. MTW agencies may not alter this requirement.
- 4. Phase-in of Tenant Rent Increases.** If a tenant's monthly rent increases by more than the greater of 10 percent or \$25 purely as a result of conversion, the rent increase will be phased in over 3 or 5 years. To implement this provision, HUD is specifying alternative requirements for section 3(a)(1) of the Act, as well as 24 CFR § 983.3 (definition of "total tenant payment" (TTP)) to the extent necessary to allow for the phase-in of tenant rent increases. A PHA must create a policy setting the length of the phase in period at three years, five years or a combination depending on circumstances. For example, a PHA may create a policy that uses a three year phase-in for smaller increases in rent and a five year phase-in for larger increases in rent. This policy must be in place at conversion and may not be modified after conversion.

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<sup>24</sup> These protections (as well as all protections in this Notice for current households) apply when in order to facilitate repairs a household is relocated following the conversion and subsequently returns to the property, even if they are considered a "new admission" upon return.

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

**Three Year Phase-in:**

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 33% of difference between most recently paid TTP or flat rent and the standard TTP
- Year 2: Year 2 Annual Recertification (AR) and any Interim Recertification (IR) prior to Year 3 AR – 66% of difference between most recently paid TTP and the standard TTP
- Year 3: Year 3 AR and all subsequent recertifications – Full standard TTP

**Five Year Phase in:**

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 20% of difference between most recently paid TTP or flat rent and the standard TTP
- Year 2: Year 2 AR and any IR prior to Year 3 AR – 40% of difference between most recently paid TTP and the standard TTP
- Year 3: Year 3 AR and any IR prior to Year 4 AR – 60% of difference between most recently paid TTP and the standard TTP
- Year 4: Year 4 AR and any IR prior to Year 5 AR – 80% of difference between most recently paid TTP and the standard TTP
- Year 5 AR and all subsequent recertifications – Full standard TTP

*Please Note:* In either the three year phase-in or the five-year phase-in, once the standard TTP is equal to or less than the previous TTP, the phase-in ends and tenants will pay full TTP from that point forward. MTW agencies may not alter this requirement.

- 5. Family Self Sufficiency (FSS) and Resident Opportunities and Self Sufficiency Service Coordinator (ROSS-SC) programs.** Public Housing residents that are current FSS participants will continue to be eligible for FSS once their housing is converted under RAD, and PHAs will be allowed to use any remaining PH FSS funds, to serve those FSS participants who live in units converted by RAD. Due to the

program merger between PH FSS and HCV FSS that took place pursuant to the FY14 Appropriations Act (and was continued in the FY15 Appropriations Act), no special provisions are required to continue serving FSS participants that live in public housing units converting to PBV under RAD.

However, PHAs should note that there are certain FSS requirements (e.g. escrow calculation and escrow forfeitures) that apply differently depending on whether the FSS participant is a participant under the HCV program or a public housing resident, and PHAs must follow such requirements accordingly. All PHAs will be required to administer the FSS program in accordance with FSS regulations at 24 CFR Part 984, the participants' contracts of participation, and the alternative requirements established in the "Waivers and Alternative Requirements for the FSS Program" Federal Register notice, published on December 29, 2014, at 79 FR 78100.<sup>25</sup> Further, upon conversion to PBV, already escrowed funds for FSS participants shall be transferred into the HCV escrow account and be considered TBRA funds, thus reverting to the HAP account if forfeited by the FSS participant.

Current ROSS-SC grantees will be able to finish out their current ROSS-SC grants once their housing is converted under RAD. However, once the property is converted, it will no longer be eligible to be counted towards the unit count for future ROSS-SC grants, nor will its residents be eligible to be served by future ROSS-SC grants, which, by statute, can only serve public housing residents.

- 6. Resident Participation and Funding.** In accordance with Attachment 1B, residents of Covered Projects with converted PBV assistance will have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment and be eligible for resident participation funding.
- 7. Resident Procedural Rights.** The following items must be incorporated into both the Section 8 Administrative Plan and the Project Owner's lease, which includes the required tenancy addendum, as appropriate. Evidence of such incorporation may be requested by HUD for purposes of monitoring the program.

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<sup>25</sup> The funding streams for the PH FSS Program and the HCV FSS Program were first merged pursuant to the FY 2014 appropriations act. As a result, PHAs can serve both PH residents and HCV participants, including PBV participants, with FSS funding awarded under the FY 2014 FSS Notice of Funding Availability (FSS NOFA) and any other NOFA under which the combination of funds remains in the applicable appropriations act. For PHAs that had managed both programs separately and now have a merged program, a conversion to PBV should not impact their FSS participants.

- i. **Termination Notification.** HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects that convert assistance under RAD. In addition to the regulations at 24 CFR § 983.257 related to Project Owner termination of tenancy and eviction (which MTW agencies may not alter) the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease which shall not be less than:
  - a. A reasonable period of time, but not to exceed 30 days:
    - i. If the health or safety of other tenants, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
    - ii. In the event of any drug-related or violent criminal activity or any felony conviction;
  - b. 14 days in the case of nonpayment of rent; and
  - c. 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.
- ii. **Grievance Process.** Pursuant to requirements in the RAD Statute, HUD is establishing additional procedural rights to comply with section 6 of the Act.

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

- a. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi),<sup>26</sup> an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a Project Owner action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.
  - i. For any hearing required under 24 CFR § 982.555(a)(1)(i)-(vi), the contract administrator will perform the hearing, as is the current standard in the program. The hearing officer must be selected in accordance with 24 CFR § 982.555(e)(4)(i).
  - ii. For any additional hearings required under RAD, the Project Owner will perform the hearing.

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<sup>26</sup> § 982.555(a)(1)(iv) is not relevant to RAD as the tenant-based certificate has been repealed.

- b. There is no right to an informal hearing for class grievances or to disputes between residents not involving the Project Owner or contract administrator.
- c. The Project Owner gives residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).
- d. The Project Owner provides opportunity for an informal hearing before an eviction.

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

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

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

- 9. Jobs Plus.** Jobs Plus grantees awarded FY14 and future funds that convert the Jobs Plus target projects(s) under RAD will be able to finish out their Jobs Plus period of performance at that site unless significant re-location and/or change in building occupancy is planned. If either is planned at the Jobs Plus target project(s), HUD may allow for a modification of the Jobs Plus work plan or may, at the Secretary's discretion, choose to end the Jobs Plus program at that project.

- 10. When Total Tenant Payment Exceeds Gross Rent.** Under normal PBV rules, the PHA may only select an occupied unit to be included under the PBV HAP contract if

the unit's occupants are eligible for housing assistance payments (24 CFR §983.53(d)). Also, a PHA must remove a unit from the contract when no assistance has been paid for 180 days because the family's TTP has risen to a level that is equal to or greater than the contract rent, plus any utility allowance, for the unit (i.e., the Gross Rent)) (24 CFR §983.258). Since the rent limitation under this Section of the Notice may often result in a family's TTP equaling or exceeding the gross rent for the unit, for current residents (i.e. residents living in the public housing property prior to conversion), HUD is waiving both of these provisions and requiring that the unit for such families be placed on and/or remain under the HAP contract when TTP equals or exceeds than the Gross Rent. Further, HUD is establishing the alternative requirement that the rent to owner for the unit equal the family's TTP until such time that the family is eligible for a housing assistance payment. HUD is waiving as necessary to implement this alternative provision, the provisions of Section 8(o)(13)(H) of the Act and the implementing regulations at 24 CFR 983.301 as modified by Section 1.6.B.5 of this Notice.<sup>27</sup> In such cases, the resident is considered a participant under the program and all of the family obligations and protections under RAD and PBV apply to the resident. Likewise, all requirements with respect to the unit, such as compliance with the HQS requirements, apply as long as the unit is under HAP contract. Assistance may subsequently be reinstated if the tenant becomes eligible for assistance. The PHA is required to process these individuals through the Form- 50058 submodule in PIC.

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

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<sup>27</sup> For example, a public housing family residing in a property converting under RAD has a TTP of \$600. The property has an initial Contract Rent of \$500, with a \$50 Utility Allowance. Following conversion, the residents is still responsible for paying \$600 in tenant rent and utilities.

**11. Under-Occupied Unit.** If a family is in an under-occupied unit under 24 CFR 983.259 at the time of conversion, the family may remain in this unit until an appropriate-sized unit becomes available in the Covered Project. When an appropriate sized unit becomes available in the Covered Project, the family living in the under-occupied unit must move to the appropriate-sized unit within a reasonable period of time, as determined by the administering Voucher Agency. In order to allow the family to remain in the under-occupied unit until an appropriate-sized unit becomes available in the Covered Project, 24 CFR 983.259 is waived. MTW agencies may not modify this requirement.

**D. PBV: Other Miscellaneous Provisions**

- 1. Access to Records, Including Requests for Information Related to Evaluation of Demonstration.** PHAs must agree to any reasonable HUD request for data to support program evaluation, including but not limited to project financial statements, operating data, Choice-Mobility utilization, and rehabilitation work. Please see Appendix IV for reporting units in Form HUD-50058.
- 2. Additional Monitoring Requirement.** The PHA's Board must approve the operating budget for the Covered Project annually in accordance with HUD requirements.<sup>28</sup>
- 3. Davis-Bacon Act and Section 3 of the Housing and Urban Development Act of 1968 (Section 3).** This section has been moved to 1.4.A.13 and 1.4.A.14.
- 4. Establishment of Waiting List.** 24 CFR § 983.251 sets out PBV program requirements related to establishing and maintaining a voucher-wide, PBV program-wide, or site-based waiting list from which residents for the Covered Project will be admitted. These provisions will apply unless the project is covered by a remedial order or agreement that specifies the type of waiting list and other waiting list policies. The PHA shall consider the best means to transition applicants from the current public housing waiting list, including:
  - i.** Transferring an existing site-based waiting list to a new site-based waiting list. If the PHA is transferring the assistance to another neighborhood, the PHA must notify applicants on the wait-list of the transfer of assistance, and on how they can apply for residency at the new project site or other sites. Applicants on a project-specific waiting list for a project where the assistance is being

<sup>28</sup> For PBV conversions that are not FHA-insured, a future HUD notice will describe project financial data that may be required to be submitted by a PBV owner for purposes of the evaluation, given that PBV projects do not submit annual financial statements to HUD/REAC.

transferred shall have priority on the newly formed waiting list for the new project site in accordance with the date and time of their application to the original project's waiting list.

- ii. Informing applicants on the site-based waiting list on how to apply for a PBV program-wide or HCV program-wide waiting list.
- iii. Informing applicants on a public housing community-wide waiting list on how to apply for a voucher-wide, PBV program-wide, or site-based waiting list. If using a site-based waiting list, PHAs shall establish a waiting list in accordance with 24 CFR § 903.7(b)(2)(ii)-(iv) to ensure that applicants on the PHA's public housing community-wide waiting list have been offered placement on the converted project's initial waiting list. In all cases, PHAs have the discretion to determine the most appropriate means of informing applicants on the public housing community-wide waiting list given the number of applicants, PHA resources, and admissions requirements of the projects being converted under RAD. A PHA may consider contacting every applicant on the public housing waiting list via direct mailing; advertising the availability of housing to the population that is less likely to apply, both minority and non-minority groups, through various forms of media (e.g., radio stations, posters, newspapers) within the marketing area; informing local non-profit entities and advocacy groups (e.g., disability rights groups); and conducting other outreach as appropriate. Applicants on the agency's public housing community-wide waiting list who wish to be placed onto the newly-established site-based waiting list must be done so in accordance with the date and time of their original application to the centralized public housing waiting list. Any activities to contact applicants on the public housing waiting list must be conducted in accordance with the requirements for effective communication with persons with disabilities at 24 CFR § 8.6 and with the obligation to provide meaningful access for persons with limited English proficiency (LEP).<sup>29</sup>

A PHA must maintain any site-based waiting list in accordance with all applicable civil rights and fair housing laws and regulations unless the project is covered by a remedial order or agreement that specifies the type of waiting list and other waiting list policies.

To implement this provision, HUD is specifying alternative requirements for 24 CFR § 983.251(c)(2). However, after the initial waiting list has been established, the PHA

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<sup>29</sup> For more information on serving persons with LEP, please see HUD's Final guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (72 FR 2732), published on January 22, 2007.

shall administer its waiting list for the converted project in accordance with 24 CFR § 983.251(c).

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

For fiscal years 2014 and 2015, PHAs operating HCV program received administrative fees for units under a HAP contract, consistent with recent appropriation act references to "section 8(q) of the [United States Housing Act of 1937] and related appropriations act provisions in effect immediately before the Quality Housing and Responsibility Act of 1998" and 24 CFR § 982.152(b). During the transition period mentioned in the preceding paragraph, these provisions are waived, and PHAs will not receive section 8 ongoing administrative fees for PBV RAD units.

After this transition period, the section 8 ACC will be amended to include section 8 funding that corresponds to the units covered by the section 8 ACC. At that time, the regular section 8 administrative fee funding provisions will apply.

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

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

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

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

- 10. Reserve for Replacement.** The Project Owner shall establish and maintain a replacement reserve in an interest-bearing account to aid in funding extraordinary maintenance and repair and replacement of capital items in accordance with applicable regulations. The reserve must be built up to and maintained at a level determined by HUD to be sufficient to meet projected requirements. For FHA transactions, Replacement Reserves shall be maintained in accordance with the FHA Regulatory Agreement. For all other transactions, Replacement Reserves shall be maintained in a bank account covered under a General Depository Agreement (HUD-51999) or similar instrument, as approved by HUD, where funds will be held by the

Project Owner or mortgagee and may be drawn from the reserve account and used subject to HUD guidelines and as directed by HUD.

### 1.7 **Special Provisions Affecting Conversions to PBRA**

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

For public housing projects converting assistance to PBRA under the First Component of the Demonstration, 24 CFR Part 880, Section 8 Housing Assistance Payments Program for New Construction and applicable standing and subsequent Office of Housing guidance<sup>30</sup> will apply, except for the provisions listed below. These “special” provisions are grouped into three categories: Contract Terms, Resident Rights and Participation, and Other Miscellaneous Provisions. Where applicable, reference is made to the affected statute and/or regulation. For additional background purposes, HUD has provided Appendix I, which is a copy of the existing 24 CFR Part 880 regulation with the provisions stricken that will not apply to Covered Projects. Additionally, Appendix II includes the specific provisions of the Act that are inapplicable to PBRA conversions. Finally, Appendix III includes the site and neighborhood standards that apply to PBRA.

#### **A. PBRA Contract Terms.**

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

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<sup>30</sup> Examples of Office of Housing guidance include handbooks such as “Occupancy Requirements of Subsidized Multifamily Housing Programs” (4350.3) and “Multifamily Asset Management and Project Servicing” (4350.1). Future changes to part 880 would apply to RAD as long as the future changes are not provisions that have been stricken in the final Notice.



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

ASSISTANT SECRETARY FOR HOUSING-  
FEDERAL HOUSING COMMISSIONER

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**Special Attention of:**

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

**Notice H 2014-09**  
PIH 2014-17

Issued: July 14, 2014

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

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

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

**1. Purpose**

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

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

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

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

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

Relocation assistance provided pursuant to public housing and RAD requirements is broader than URA relocation assistance requirements. Not all specific situations requiring relocation under RAD may trigger URA assistance requirements. In addition, whereas all qualifying residents<sup>5</sup> of a converting public housing project are eligible for relocation assistance under RAD, some residents or household members may not meet the statutory and regulatory requirements for eligibility under URA. This Notice supersedes PIH Notice 2012-32 (HA), REV-1, with respect to relocation matters. This Notice also specifically addresses when relocation may begin (see Section 9 below). As necessary, the Department will issue additional guidance on relocation issues and requirements as they relate to RAD.

## **2. Background**

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

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

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

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

## **3. Applicable Legal Authorities**

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

<sup>6</sup> HUD Handbook 1378 (Tenant Assistance, Relocation, and Real Property Acquisition), available at: [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/comm\\_planning/library/relocation/policyandguidance/handbook1378](http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/library/relocation/policyandguidance/handbook1378).

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

#### **4. Relocation Planning**

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

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

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

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

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

## **5. Resident Right to Return**

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

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

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

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

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

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

- Changes in bedroom distribution (i.e. when larger units will be replaced with smaller units such that current residents would become under-housed or when smaller units will be replaced with larger units such that current residents would become over-housed);
- Where a PHA is reducing the number of assisted units at a property by a de minimis amount<sup>9</sup>, but those units are occupied by assisted residents; or
- The reconfiguration of efficiency apartments, or the repurposing of dwelling units in order to facilitate social service delivery.

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

## **6. Relocation Assistance**

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

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

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

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

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

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

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

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

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

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

## **7. Initiation of Negotiations (ION) Date**

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

## **8. Resident Notification**

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

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

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

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

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

b. *RAD Notice of Relocation*

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

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

notify them that they are not being relocated.<sup>11</sup>

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

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

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

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

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

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

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

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

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

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

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

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

## **9. Initiation of Relocation**

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

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

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

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

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

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

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

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

## **10. Fair Housing and Civil Rights Requirements**

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

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

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

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

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

#### Fair Housing References:

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

a. **Public Housing Program Compliance**

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

b. **Evictions for Cause**

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

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

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

## **APPENDICES**

### **Appendix 1**

**Recommended Relocation Plan Contents**

### **Appendix 2**

**Sample RAD General Information Notice (GIN)**

### **Appendix 3**

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

### **Appendix 4**

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

### **Appendix 5**

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

## **Appendix 1: RECOMMENDED RELOCATION PLAN CONTENTS**

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

### **I. Project Summary**

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

The basic components of a plan include:

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

### **II. Resident Return and Re-occupancy Policies**

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

### **III. Summary of Moving Costs**

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

### Temporary Moves

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

### Permanent Moves

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

## IV. Temporary Relocation Assistance

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

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

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

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

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

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

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

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

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

## **V. Permanent Relocation Assistance**

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

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

- Private-market rental housing (affordable, non-subsidized).<sup>16</sup>

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

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

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

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

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

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

Allow the resident to elect one of the following choices:

1) The PHA will reimburse the resident for the cost of all actual reasonable and necessary moving and related expenses (49 CFR 24.301), such as:

- Transportation of the resident and personal property. This may include reimbursement at the current mileage rate for personally owned vehicles that need to be moved. Transportation costs for a distance beyond 50 miles are not eligible, unless the PHA determines that relocation beyond 50 miles is justified.
- Packing, crating, uncrating, and unpacking of personal property.
- Storage of personal property for a period not to exceed 12 months, unless the PHA determines that a longer period is necessary.
- Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property.
- Insurance for the replacement value of the property in connection with the move and necessary storage.
- The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.

2) The PHA will pay directly to the resident the applicable and current fixed moving cost payment according to the URA Fixed Residential Moving Cost Schedule (49 CFR 24.302), available at:

[http://www.fhwa.dot.gov/real\\_estate/practitioners/uniform\\_act/relocation/moving\\_cost\\_schedule.cfm](http://www.fhwa.dot.gov/real_estate/practitioners/uniform_act/relocation/moving_cost_schedule.cfm)

Permanent Relocation Moving Expenses for All Other Moves – Under URA, residents who are permanently displaced, except for those residents displaced from public housing and moving to other public housing, are entitled to the assistance described in the brochure *Relocation Assistance To Residents Displaced From Their Homes*, available in English at [http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_16280.doc](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_16280.doc) and in Spanish at [http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_16281.doc](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_16281.doc). Residents may choose moving assistance from one of the following two options.

1) The PHA will reimburse the resident for the cost of all actual reasonable moving and related expenses (49 CFR 24.301).

2) The PHA will pay directly to the resident the applicable and current fixed moving cost payment according to the URA Fixed Residential Moving Cost Schedule (49

CFR 24.302), available at:

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

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

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

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

## **VI. Relocation Budget**

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

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

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

or projected by the resident survey.

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

## **VII. Appeal Process**

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

## **VIII. Certification**

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

## **Technical Assistance**

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

## Appendix 2: SAMPLE RAD GENERAL INFORMATION NOTICE (GIN)

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### PHA LETTERHEAD

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

[Date]

Dear [Resident Name],

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

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

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

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

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

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

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

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

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

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

Sincerely,

[Name]

[Title]

NOTES:

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

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

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

PHA Letterhead

(date)

Dear [*Resident Name*],

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

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

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

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

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

The relocation assistance to which you are entitled includes:

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

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

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

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

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

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

Sincerely,

\_\_\_\_\_  
Print name:

Title:

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

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

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

PHA Letterhead

(date)

Dear [*Resident Name*],

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

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

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

You must inform us of your choice within 30 days.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

\_\_\_\_\_

Print name:

Title:

Enclosure/s

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

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

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

PHA Letterhead

(date)

Dear [*Resident*]:

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

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

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

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

**This is your Notice of Eligibility for relocation assistance.**

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

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

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

The relocation assistance to which you are entitled includes:

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

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

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

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

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

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

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

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

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

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

Sincerely,

---

Print Name:

Title:

Enclosure/s

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

ATTACHMENT L

HACC ANNUAL PLAN 2018-2019  
RAB MEETING MINUTES

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**HACC Staff Attendees:** Toni Karter, Gary Knepper, Elizabeth Miller, Chuck Robbins, Jamila Hart, Rich Malloy, Sarah Price, Sherry Mackey, Craig Beals, Allison Coe, Linda Keener, Josh Teigen, Deyvin Molina, Liane Tankersky, Joel Johansen,  
**Taking Meeting Minutes:** Sandra Breuer

**10:00-10:20** Welcome & Introductions

Chuck Robbins

Chuck convenes the meeting at 10:12am

Introductions of everyone at the table.

Introduced Annual Plan, highlighted particular items, requested feedback and comments from the community.

Progress report: Section B.3, Progress Report (this was included in the folders provided at that meeting). One of the issues that is being addressed is to provide housing. Within our county by selling the OCVM property we could possibly create 545 housing units. There are approximately 5,000 families that need affordable housing in Clackamas County. In continuing to leverage private and other funds to build more units we can accomplish this goal. In selling OCVM, this creates the opportunity to serve a larger portion of that community. OCMV has 100 housing units on a very steep site. If we were to tear it down we cannot get that more units than are already there due to the slope. Also they're expensive to maintain, these are old units. It takes a huge amount of money to maintain units and the infrastructure. By selling the property, we can invest in new properties and more of them.

Q. Will the people that are in homes now, will they go to apartments or to homes?

A. We have the responsibility to help find housing for everyone. Have relocation consult Darcy, who has met with almost 60 households in finding out where they want to live. She is still working on getting a hold of the other 40 to do the same.

A. Do the current residents at OCVM have first right of return?

a. Yes, they have first right of return only if the housing authority rebuilds new units and owns them. Currently we are doing a survey to see if we can carve out a portion of the property for the housing authority to develop. If so, then those would be the ones that the current residents would have first right for.

**10:20-10:47** New Activities & Progress Report

Chuck Robbins

We have been approved for the remodel of Hillside Manor. We received a grant from Metro for the redevelopment of the Hillside Manor and for Hillside Park. We don't know what it's going to look like yet. They could be multi-family, row houses we're still working on that. We also have a group looking at generational housing, which is very exciting.

We also have to revise payments for Section 8, due to rents having gone up. We're also looking for rent restricted housing to help with the costs for families. We're looking at about 212 units next to Fuller Rd. to do house project based voucher holders and other voucher holders. It's a ways out, but we're working on that build.

Q. Will that project be ready in time for those who live in the property to be sold to move into those units?

A. That is our plan, but it's a juggle. That project will not be done, the plan is March of 2019 to start the 1<sup>st</sup> part of the project. If you're interested in those units you can get on that waiting list for them.

We've received funding for self-sufficiency and we're working with those programs.

That was a quick summary of the plan. Development is a primary goal of the housing authorized. What will the housing authority look like in 10 years? It will look different in 10 years but the mission is still the same to increase number of units for

affordable housing. The goal is of building 2000 new units in the next 10 years. Those units will be available to residents of public housing.

Q. I thought that the goal is to eventually to go away from all public housing and go to Section 8. If that's the case then isn't it a waste of money to continue to maintain the public housing units?

A. We're HUD funded, we have a requirement to maintain the properties and keep them occupied. All occupied units will get a voucher or other housing authority unit. If we keep unoccupied units we lose administration money due to the HUD requirements. We will continue to maintain the units to make sure they can be occupied.

Q. If you can get money to redo Hillside why not get money to redo OCVM?

A. We could put money into this property but it has a greater value to sell it and so with that we can expand with more units. Clackamas Heights will be rebuilt.

Q. Will Hillside Park be done in sections or all at once?

A. We're thinking it will be done in sections because we can't relocate everyone all at once. Even the Manor will be floor by floor. We're hoping that it will take two weeks for each floor.

Q. Will phase 1 move to phase 2?

A. That's part of the development planning. Residents will have a say as we move forward.

Q. Were the properties originally built for the military? What was the original intent?

A. The properties were built as public housing from day one. Clackamas County was the 1<sup>st</sup> housing authority in Oregon. The units were originally built for families of the World War II.

Q. For the future build, will they all be cookie cutter or different?

A. No, they probably will not be cookie cutter, each city has their own standards and we have to follow those. But there is cost savings if can use the same floor plan.

Q. Will the new units be very noticeable or will they blend in?

A. The plan is to have them blend in with the community.

Q. You mentioned Hope to add in more units, are you working with Multnomah, for the Fuller units?

A. We are just working within Clackamas County only. The area we are working in is part of Clackamas County.

Q. Is there anything we can do as volunteers to help?

A. #1 thing that can be done is to communicate to your neighbors. You're here at the meeting. Talk to them. There are those that aren't reaching out. And lots of rumors are going around, share the information with them so that the rumors are corrected. You can call Mary-Rain O'Meara or Angel Sully with any questions.

Q. Can homes or properties that have been abandoned be used by the housing authority for more housing?

A. They possibly could, I receive reports on foreclosed properties monthly, but most of those properties are up on the mountain. Part of the goal in those communities is to build affordable housing. Sandy need affordable housing, most of those that work there live in Gresham or other places that tend to be a bit far off.

**10:47-11:00** Capital Fund Overview: Attachment H-I

Josh Teigen

In section H – Last year got more money than in the past 8 years. The 2018 monies is projected off 2017. We're hoping to receive that on the form for this year. Reviewed the section H and explained what each category is.

Q. Chuck: Is there a time limit to use the money we receive?

A. Yes, we have two years to obligate the money, which means we have to say what it's going to be used for. Then we have four years to actually spend it.

Q. If we don't use all of that money, what happens with the money that isn't used?

A. They take a certain percent of the grant 5% of the grant over the next 5 years and reduce our grant. We also lose what we didn't use.

Q. What is listed for 1460 will that affect the development?

A. This is only for existing units, when new housing happens capital will go away, but we will continue to maintain the properties. This allows us to keep multiple projects going at the same time.

Q. Has anyone tried to get through to the bureaucrats, why we're being punished for being on budget?

A. Part of it is that it's in the statute that is how the federal law is written. Chuck goes to DC occasionally to discuss this kind of thing. Not just the housing authority, it's across the board. Toni: Money is being spent on needs. We don't just spend money to spend it.

Q. Was the broken sewer line paid by us?

A. No that was the city, but we did have to pay for the person that impacted. Then we had to send the bill to the city for reimbursement.

Q. If we need more money can we dip into other categories?

A. Yes, we can review to see if there is other monies we can use from other categories.

Section I: Reviewed form. It gives an idea of where the money is being spent.

Q. Air monitoring are there other companies that do that?

A. There are companies that make sure that no contamination is happening when there is construction.

Q. Are units with gutters, when they need maintenance due to be clogged up. Is that part of capital funds?

A. No that is part of general maintenance, but yes we do maintain them.

Capital funds have decreased 42% in the last 10 years. Last year got a little more money, we don't know why we did.

**11:00-11:30** Section 8 Policy Updates - Reviewed Attachment A

Toni Karter

Toni: This is the administration plan, rent assist program, tenant and project based vouchers.

A preference is what allows people to go ahead of other people who are already on the waitlist due to special needs. We're working to reduce the preference to make the preference waitlist and standard waitlist be equal. We currently have a 10 year waitlist.

Q. What was the past special needs preferences?

A. Domestic violence, chronic homeless due to disability, veterans that are homeless.

Q. Are you keeping the same preferences but reducing what you're accepting?

A. Yes, we're reducing it from 200 preferences to 50. We're doing that because we were giving a lot of preferences that weren't being used. We also needed to open the waitlist

Q. When will you be opening the waitlist again?

A. It can be in a year or more.

Q. How long is the waitlist?

A. As I've said before, it's 10 years.

Q. How do people know what their rank is?

A. They don't and we don't give that out.

Q. We know rent is going up, it's not going to come down. As we open 50/50, are you talking to the federal government to get more money to build?

A. We do that all the time, but each administration is different. The Obama administration's goal was to get out of public housing completely and to move to Section 8. The Trump administration is more into self-sufficiency and maintaining.

Q. What can be done as residents?

A. Write to your congress people. What they want to hear is what it means to you.

Q. Does the housing authority do outreach to encourage people to do that?

A. No, we don't, but we do have the Catch All newsletter that talks about it and encourages to share stories. We could put together a template on how to share your stories and a sheet on who to send those stories to.

Q. Where can we get information on where to send the letters to?

A. Jamila has that, we can put together a one page with the information. We can give you the contacts. Things are going on on the state level to.

Q. We saw that the waitlist was open and did we receive a lot of applications?

A. There were 8,000 applications. They then had to go through a lottery for the acceptance process.

Q. Why open the waiting list again if the people on the current waiting list is of 10 years?

A. Administration requires if there is 24 months available we need to open wait list.

Q. We saw that the waiting list was open in 2016 & 2017, who was that for?

A. That was for public housing.

Toni continued to review her section

Q. When relocating, attend Section 8 orientation, is there a process, or are you issued a voucher that same day?

A. You're going to get a letter with your approval to look for housing. You will go to orientation, receive a request for tenancy form and a worksheet to give you what you can afford, what bed room side and how to work with the landlord.

Q. Voucher holders that go to Washington, are the rules for the vouchers based on Oregon or Washington's rules?

A. They are based on what the Washington standards are.

Q. How do we know what we can afford?

A. Darcy will be working with us to get you some of that information. However, the payment standards we have now may not be the same when we get approved.

**12:00-12:20** Public Housing Updates - Review Attachment B

Rich Malloy

Rich: reviewed attachment B

Q. Are Live-in Aides on the lease?

A. They do sign, but not on the lease.

Q. How long does a Live-in Aide have to move out if someone passes away?

A. That is something that we are working on.

Q. How long before the end of the month do we have to notify the housing authority for a reduction of income?

A. We now have deadlines for verification, if income is going to decrease, that has to be into the housing authority office by the 15<sup>th</sup> of the month.

Q. But with a new job, I've been told to wait for my 1<sup>st</sup> paystub. That isn't always going to be by the 15<sup>th</sup>, what do I do?

A. Report it right away. That way the staff knows. We will need the paystub once you get it.

Q. Is there anything set up to help homeless to adjust to living with other people?

A. We do have resident services talks with them. They try to find out what resources they need and get them connected with the appropriate resources.

Q. When do you think we will be able to pay online?

A. That is something that is being discussed. We need a new system, our system that is not capable of doing that. We are looking into several systems.

Q. For people moving out of units that are going to be demolished, do those units have to be left in move-in ready condition?

A. Probably not, but that is something being discussed.

Q. Are you going to align the time frame for the annuals?

A. That is something that we are working on with the two programs.

**12:30-12:40** Resident Services Overview

Jemila Hart

Resident services in specific to public housing, provide economic empowerment, IDA (Individual development account) for vehicles, home purchase, and college. Connects to employment opportunities, can help with training costs. There is financial education requirement for the IDA program. We are working with the property managers around eviction prevention. WE have resources to help with services for electrical bills. We have the community building through community gardens, resident advisory board, and mentor athletics. We are doing a girls group to focus on empowerment, wellness, and journaling for 4<sup>th</sup> and 5<sup>th</sup> grade girls. This will start Jan 22<sup>nd</sup>.

**12:35-12:43** Family Self-sufficiency Program

Gary Knepper

It's a program to help to learn to create a saving. Develop a plan of goals, employment, GED, better transproataion. As income increases, then a savings account is set up for you, the money comes from the housing authority not the person. Program can last for up to 5 years.

**12:44pm – 12:46pm** Annual Plan Timeline

Jemila Hart

Reviewed the timeline that was on the cover of the folders provided to everyone.

**12:40-1pm** Questions and Answers

All

Q. Scheduling annuals, how is that going to affect those who may move due to sale?

A. The annuals will be based on the move date.

Q. If a resident has a reasonable accommodation with public housing will it carry over to the Section 8?

A. The resident will have to talk to Section 8 about what the reasonable accommodation is for.

Q. Can a Live-In Aid be a family member?

A. Yes, but they have to sign a specific form that states that they have no rights to the unit.

Q. What if a Live-in Aid has a child has that is under 18 years of age. Then while they are a Live-in Aid their child turns 18, will they have to move out?

A. We have to work on that.

March 15, 2018

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

In the Matter of Writing off Uncollectible Accounts for the  
Third Quarter of Fiscal Year 2018

<b>Purpose/Outcomes</b>	Approval to write off uncollectible rents, late charges and maintenance expenses for the third quarter of fiscal year 2018.
<b>Dollar Amount and Fiscal Impact</b>	\$7,938.77 in total collection losses.
<b>Funding Source</b>	N/A
<b>Safety Impact</b>	N/A
<b>Duration</b>	January 1, 2018 – March 31, 2018
<b>Previous Board Action</b>	Second quarter collection losses were approved by the Housing Authority Board on December 21, 2017
<b>Strategic Plan Alignment</b>	1. Efficient & effective services 2. Build Public Trust through good government
<b>Contact Person</b>	Chuck Robbins, Executive Director, Housing Authority 503-650-5666
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval to write off uncollectible rents, late charges and maintenance expenses for the third quarter of fiscal year 2018 (January 1, 2018 – March 31, 2018). The uncollectible amounts are detailed on the attached worksheets.

Uncollectible amounts for the third quarter of fiscal year 2018 will be \$3,812.52 for Low Rent Public Housing, \$3,525.21 for Clackamas Apartments and \$601.04 for Jannsen Road Apartments. Of the total third quarter write offs, \$2,466.26 was for uncollected rents and \$5,472.51 was for maintenance repairs charged to tenants for repairs required to units before HACC could lease them to a new tenant.

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

The total amount proposed for transfer from Accounts Receivable to Collection Loss for the third quarter of fiscal year 2018 will be \$7,938.77.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

LRPH

Collection Loss for the period of

1/1/2018

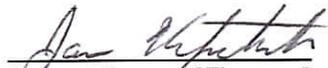
to

3/31/2018

Third Quarter of Fiscal Year 2018

Unit #	SS #	Name	Rent	Sundry	Total
			(321.20)	1,191.72	\$ 870.52
			-	496.40	\$ 496.40
			55.16	140.85	\$ 196.01
			109.08	322.26	\$ 431.34
			1,186.44	366.29	\$ 1,552.73
			34.70	230.82	\$ 265.52
					\$ -
<b>Total Write-off</b>			<b>1,064.18</b>	<b>2,748.34</b>	<b>3,812.52</b>

  
Accounting Specialist 1 - Betty McKee

  
Deputy Director of Finance - Jason Kirkpatrick

  
Executive Director - Chuck Robbins





March 15, 2018

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

Approval to enter into a Construction Contract with DGS General Construction, Inc. to  
Replace Windows, Siding and Paint in Public Housing

<b>Purpose/Outcomes</b>	Contract with DGS General Construction, Inc. to replace windows, siding and paint at 19 Public Housing units.
<b>Dollar Amount and Fiscal Impact</b>	Not to Exceed \$240,716.
<b>Funding Source</b>	U.S. Department of Housing and Urban Development (HUD) Federal Capital Grant Funds - No County General Funds are involved.
<b>Duration</b>	March 15, 2018 – August 1, 2018
<b>Previous Board Action</b>	none
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Sustainable and Affordable housing</li> <li>2. Ensure safe, healthy and secure communities</li> </ol>
<b>Contact Person</b>	Chuck Robbins, Executive Director, Housing Authority 503-650-5666
<b>Contract No.</b>	9706

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval to execute a contract with DGS General Construction, Inc. to replace windows, siding and paint at nineteen (19) Public Housing units.

HACC completed an annual inspection and documented units that need new siding and windows due to the materials being at the end of their life. By installing new windows and siding, these repairs will lower the energy costs on the units. Replacing the windows and siding in a timely manner allows HACC to maintain its High Performer status and prevent safety hazards.

DGS General Construction was selected through a competitive Invitation for Bids process.

**RECOMMENDATION:**

Staff recommends the approval to of the contract with DGS General Construction. Staff further recommends authorizing Richard Swift, H3S Director to sign all contractual documents on behalf of the Housing Authority Board of Commissioners.

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

for the

HOUSING AUTHORITY OF CLACKAMAS COUNTY

P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

**FORM OF CONTRACT  
PROJECT #18004  
Contract #c008-18**

THIS AGREEMENT made this 6 day of MARCH in the year 2018 by and between **DGS GENERAL CONSTRUCTION, INC. (CONTRACTOR)** a business entity organized and existing under the laws of the state of Oregon, hereinafter call the "Contractor," and **the Housing Authority of Clackamas County** hereinafter call the "PHA."

WITNESSETH, that the Contractor and the PHA for the consideration stated herein mutually agreed as follows:

**ARTICLE 1.** Statement of Work. The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for **SCATTERED SITES WINDOW & SIDING PROJECT - 2018 AT PUBLIC HOUSING**, a prevailing wage project, **#18004**, in strict accordance with the Specifications referred to herein, all as prepared by the Housing Authority of Clackamas County, which said Specifications and any Addenda are incorporated herein by reference and made a part hereof.

**ARTICLE 2.** The Contract Price. The PHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Specifications, the not to exceed sum of two hundred forty thousand seven hundred sixteen dollars (**\$ 240,716.00**).

**ARTICLE 3.** Contract Documents. The Contract shall consist of the following component parts:

- a. This Agreement
- b. Bid Documents
- c. General Conditions
- d. Addendum(s)
- e. Special Conditions
- f. Specifications
- g. Scope of Work
- h. Drawings

This instrument, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

SCATTERED SITES WINDOW & SIDING PROJECT – 2018 – PROJECT #18004

for the

HOUSING AUTHORITY OF CLACKAMAS COUNTY

P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

**ARTICLE 4.** Indemnity. The Contractor agrees to indemnify, save harmless and defend the PHA, its officers, elected officials, employees and agents from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees.

**ARTICLE 5.** No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as described in ORS 279.051, the employee shall be paid at least time and a half pay. All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

**ARTICLE 6.** The Contractor agrees that in the event the Contractor fails to pay for labor and services, the PHA will pay for them and withhold these amounts from payments to the Contractor per ORS 279C.515; OAR 839-025-0200(2)(a).

**ARTICLE 7.** The Contractor agrees to pay daily, weekly, weekend and holiday overtime as required by ORS 279C.520; OAR 839-025-0020(2)(b)

**ARTICLE 8.** The Contractor agrees that all employees/workers working on this project, whether employed by the Contractor or any subcontractor, shall be given written notice of the number of hours per day and days per week they may be required to work per OAR 839-025-0020(2)(c).

**ARTICLE 9.** The Contractor agrees to make prompt payment for all medical services for which the Contractor has agreed to pay, and for all amounts for which the Contractor collects or deducts from worker's wages per ORS 279C.530; OAR 839-025-0020(2)(d).

**ARTICLE 10.** The Contractors agrees to pay no less than the applicable state or federal prevailing wage rate, whichever is higher per ORS 279C.830(1)(c); OAR 839-025-0020(3).

**ARTICLE 11.** The Contractor agrees to have a public works bond filed with the Construction Contractors Board before starting any work on the project per ORS 279C.830(3)(a).

**ARTICLE 12.** The Contractor agrees that every subcontract shall include a provision requiring all subcontractors to have a public works bond filed with the Construction Contractors Board before starting any work on the project per ORS 279C.830(3)(b).

**ARTICLE 13.** Contractor certifies that both it and any of its subcontractors are (1) Registered to conduct business in the state of Oregon; (2) are actively licensed with the Oregon Construction Contractors Board; (3) are bonded and insured in amounts that meet or exceed the county's minimal requirements.

**ARTICLE 14. Tax Laws.**

14.1 The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Agreement, 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.

14.2 Contractor must, throughout the duration of this Agreement 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 Agreement. Further, any violation of Contractor's warranty in this Agreement 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 Agreement. Any violation shall entitle PHA to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- a. Termination of this agreement, 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 PHA's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. PHA shall be entitled to recover any and all damages suffered as the result of PHA's breach of this Agreement, 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 PHA may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

for the

HOUSING AUTHORITY OF CLACKAMAS COUNTY

P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in **three** original counterparts as of the day and year first above written.

(This document consists of four sections)

Attest:

**DGS General Construction, Inc.**

(Contractor)

*[Handwritten Signature]*

*3/6/18*

(Authorized Representative's Signature / Date)

**Dennis Rehder, President**

(Authorized Representative's Name / Title - Print or Type)

**93-1079381**

(Federal I.D. Number)

**1640 E. Lincoln Road, Woodburn, OR 97071**

(Business Address - Street, City, State, Zip)

**59476**

(State of Oregon CCB License Number)

HOUSING AUTHORITY OF CLACKAMAS COUNTY

Commissioner Jim Bernard, Chair

Commissioner Sonya Fischer

Commissioner Ken Humberston

Commissioner Paul Savas

Commissioner Martha Schrader

Resident Commissioner Paul Reynolds

DATED this 15 day of March, 2018 BOARD OF

COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

for the

HOUSING AUTHORITY OF CLACKAMAS COUNTY  
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

**CERTIFICATION**

I Dennis Rehder  
certify that I am the President  
at the corporation named as Contractor herein, that Dennis Rehder  
who signed this Contract on behalf of the Contractor, was then President  
of said corporation; that said Contract was duly signed for and in behalf of said corporation by  
authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
(Corporate Seal)



3/6/18

\_\_\_\_\_  
(Authorized Representative's Signature / Date)

**Dennis Rehder, President**

\_\_\_\_\_  
(Authorized Representative's Name / Title - Print or Type)

(Print or type the names underneath all signatures)

March 15, 2018

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement Between the  
Housing Authority and Metro for the Hillside Master Plan

<b>Purpose/Outcomes</b>	Approval of an Intergovernmental Agreement between the Housing Authority and Metro for the Hillside Master Plan.
<b>Dollar Amount and Fiscal Impact</b>	\$214,000 of grant funds from the Metro 2040 Planning and Development program.
<b>Funding Source(s)</b>	Funding sources for the Hillside Master Plan is provided through the Metro 2040 Planning and Development grant award to the Housing Authority.
<b>Duration</b>	The Master Planning process with kick off in June of 2018 after consultant teams are procured, with an anticipated duration of one year.
<b>Previous Board Action</b>	The Board approved submission of the grant application to Metro on June 29 <sup>th</sup> , 2017.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Sustainable and affordable housing</li> <li>2. Ensure safe, healthy and secure communities</li> </ol>
<b>Contact Person</b>	Chuck Robbins, HACC Executive Director (503) 650-5666
<b>Contract Number</b>	N/A

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to enter into an Intergovernmental Agreement with Metro for the funding and completion of a Master Plan for the Hillside Public Housing community, a 16 acre site located in Milwaukie, OR.

HACC was awarded Metro funding in November of 2017, in the amount of \$214,000. The scope of work for the Master Plan is to complete the following deliverables that will lead to the vision for the future of the site:

- Outreach/Communications (public involvement) Strategy
- Detailed site analysis
- Development capacity and market analysis
- Preferred Concept Design
- Financial Feasibility and Pro Forma Analysis
- Financing Plan for Federal, State, and local funding applications
- Economic Impact Analysis for job creation and economic opportunities
- Health Impact Analysis

The expected development outcomes from the completion of the Master Plan for the Hillside public housing community are the construction of a mixed use, mixed income community that preserves and rebuilds existing affordable housing at the site, while creating opportunities for expanded housing choice and different types of housing (e.g. multi-story apartments, single family units, duplexes).

Additional development outcomes include improved pedestrian and transit access on the site, potential for commercial uses such as the HACC administrative headquarters, and other uses.

HACC will use the Master Plan to leverage federal, state and local funding opportunities including the Rental Assistance Demonstration (RAD) program for Public Housing properties, Low Income Housing Tax Credits (LIHTC), and New Markets Tax Credits (NMTC). Each of these funding programs require significant site planning, community engagement, and financial feasibility modeling in order to be competitive.

The Intergovernmental Agreement with Metro outlines the responsibilities for each party under the grant award.

No County General Funds are involved.

**RECOMMENDATION:**

Staff recommends the Board approve the Intergovernmental Agreement with Metro for the Hillside Master Plan for Housing Opportunity.

Staff also recommends the Board authorize Chuck Robbins, HACC Executive Director, to sign the IGA on behalf of the Housing Authority of Clackamas County, and Richard Swift to sign on behalf of the Housing Authority Board of Commissioners.

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services

**2040 PLANNING AND DEVELOPMENT GRANT  
INTERGOVERNMENTAL AGREEMENT  
Metro – Housing Authority of Clackamas County  
Hillside Master Plan for Housing Opportunity**

This 2040 Planning and Development Grant Intergovernmental Agreement (this “Agreement”) is entered into by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland OR, 97232 (“Metro”), and the Housing Authority of Clackamas County, a public corporation organized under ORS 456 and located at 13930 S. Gain Street, Oregon City, OR, 97045-0510 (“HACC”). Metro and HACC may be jointly referred to herein as the “Parties” or each, individually as a “Party”.

RECITALS

WHEREAS, Metro has established a Construction Excise Tax (“CET”), Metro Code Chapter 7.04, which imposes an excise tax throughout the Metro regional jurisdiction to fund regional and local planning that is required to make land ready for development after inclusion in the Urban Growth Boundary; and

WHEREAS, the CET is collected by local jurisdictions when issuing building permits, and is remitted to Metro pursuant to Intergovernmental Agreements to Collect and Remit Tax entered into separately between Metro and the local collecting jurisdictions; and

WHEREAS, HACC has submitted a 2040 Planning and Development Grant Request attached hereto as Exhibit A and incorporated herein (the “Grant Request”) for the Hillside Master Plan for Housing Opportunity (the “Project”); and

WHEREAS, Metro has agreed to provide 2040 Planning and Development Grant Funds to HACC for the Project in the amount of \$214,000 subject to the terms and conditions set forth herein (the “Grant Funds”), and the Parties wish to set forth the timing, procedures and conditions for receiving the Grant Funds from existing CET funds for the Project.

AGREEMENT

NOW THEREFORE, the Parties hereto agree as follows:

1. Metro Grant Award. Metro shall provide the Grant Funds to HACC for the Project as described in the Grant Request, subject to the terms and conditions specified in this Agreement and subject to any specific funding conditions recommended by the Metro Chief Operating Officer and adopted by the Metro Council in Resolution No. 17-4846.
2. Project Management and Coordination. The Parties have appointed the staff identified below to act as their respective Project Managers with the authority and responsibility described in this Agreement:

For HACC:                   Mary-Rain O’Meara  
                                  Housing Development Coordinator  
                                  Housing Authority of Clackamas County  
                                  P.O. Box 1510  
                                  Oregon City, OR 97045-0510  
                                  momeara@clackamas.us  
                                  503-650-3140

For Metro: Jonathan Williams  
 Senior Development Project Manager  
 Metro  
 600 NE Grand Avenue  
 Portland, OR 97232  
 Jonathan.Williams@oregonmetro.gov  
 503-797-1931

In the event HACC needs to assign a new Project Manager other than the individual named above, HACC will present in writing to Metro the qualifications and experience of the proposed new Project Manager. Metro shall have the opportunity to review the qualifications and may reject a proposed Project Manager who Metro deems unqualified.

3. Mutual Obligations of both HACC and Metro. The Parties and their respective Project Managers will collaborate to oversee the successful implementation of the Project as follows:

(a) Selection of Consultants. The Project Managers will work together to identify consultants best qualified to perform the scope of work described in the Requests for Proposals and Scope of Work, attached hereto as Exhibit B. The Project Managers and any additional reviewers selected by the Parties will jointly review proposals from consultants and select a mutually agreeable consultant team to perform the work required to successfully complete the Project.

(b) Schedule of Milestones. The Parties have agreed to a preliminary schedule of milestones for completion of the Project, which are attached hereto as Exhibit C (the "Milestones"). After the Project Managers have selected a consultant team as described in subsection 3(a), the Parties expressly delegate authority to the Project Managers to prepare a revised schedule of Milestones that will provide more detailed performance timelines for the Project ("Revised Milestones"), including specific consultant and/or City deliverables for each Revised Milestone, and establishing the amount of Grant Funds to be disbursed by Metro upon satisfactory completion of each Revised Milestone. The Parties agree that the Revised Milestones will replace the Milestones, and will become the final and binding Exhibit C to this Agreement ("Revised Exhibit C"), unless and until it is later amended as allowed under paragraph 9 of this Agreement. The Revised Milestones will be incorporated into the contract between HACC and the consultants hired for the Project.

(c) Project Committee(s). The Project Managers will jointly determine the role of the Project steering/technical/advisory committee(s), if any, and the composition of such committees or other bodies. Metro's Project Manager will participate as a member of any such committee.

4. City Responsibilities. HACC shall perform the Work on the Project described in the Grant Request, attached as Exhibit A, and as specified in the Revised Milestones, subject to the terms and conditions specified in this Agreement. HACC shall obtain all applicable permits and licenses from local, state or federal agencies or governing bodies related to the Project.

(a) Use of Grant Funds. HACC shall use the Grant Funds it receives under this Agreement only for the purposes specified in the Grant Request and to achieve the Revised Milestones as set forth in this Agreement. In the event that unforeseen conditions require adjustments to the Work, approach, or schedule, HACC shall obtain Metro's prior written approval before implementing any revisions to the Project.

(b) Consultant Contract(s). After the Project Managers have selected the consultant team and completed a schedule of Revised Milestones as described above in section 3, HACC shall enter into a contract(s) with the selected consultant team to complete the Work as described in the Revised Milestones. The contract(s) entered into by HACC shall reference this Agreement, including the schedule of Revised Milestones set forth in Revised Exhibit C.

(c) Submittal of Grant Deliverables. Within 30 days after completing each Revised Milestone, HACC shall submit to Metro all required deliverables for the Revised Milestone, accompanied by an invoice describing in detail its expenditures as needed to satisfy fiscal requirements.

5. Metro Responsibilities. Metro's funding commitment set forth in this Agreement shall be fulfilled solely through CET funds; no other funds or revenues of Metro shall be used to satisfy or pay any CET grant commitments. Metro shall facilitate successful implementation of the Project and administration of Grant Funds as follows:

(a) Review and Approval of Grant Deliverables. Within 15 days after receiving HACC's submittal of deliverables as set forth in Revised Exhibit C, Metro's Project Manager shall review the deliverables and either approve the submittal, or reply with comments and/or requests for further documentation or revisions that may be necessary. Metro shall have sole discretion in determining whether the deliverables submitted are satisfactory.

(b) Payment Procedures. Upon Project Manager's approval of deliverables, invoices and supporting documents, subject to the terms and conditions in this Agreement, Metro shall reimburse HACC for its eligible expenditures for the applicable deliverable as set forth in Revised Exhibit C within 30 days.

6. Project Records. HACC shall maintain all records and documentation relating to the expenditure of Grant Funds disbursed by Metro under this Agreement, as well as records and documentation relating to the \$79,150 financial match being provided by HACC for the Project. HACC shall provide Metro with such information and documentation as Metro requires for implementation of the grant process. HACC shall establish and maintain books, records, documents, and other evidence in accordance with generally accepted accounting principles, in sufficient detail to permit Metro or its auditor to verify how the Grant Funds were expended, including records demonstrating how HACC matching funds were expended. Metro and its auditor shall have access to the books, documents, papers and records of HACC that are directly related to this Agreement, the Grant Funds provided hereunder, or the Project for the purpose of making audits and examinations.

7. Audits, Inspections and Retention of Records. Metro and its representatives shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all HACC records with respect to all matters covered by this Agreement. The representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, time sheets, accounting records, and other materials pertaining to costs incurred in connection with the Project shall be retained by HACC and all of their contractors for three years from the date of completion of the Project, or expiration of the Agreement, whichever is later, to facilitate any audits or inspection.

8. Term. This Agreement shall be effective on the last date it is executed by the Parties below, and shall be in effect until all Revised Milestones and deliverables have been completed, all required documentation has been delivered, and all payments have been made as set forth in Revised Exhibit C.

9. Amendment. This Agreement may be amended only by mutual written agreement of the Parties.

10. Other Agreements. This Agreement does not affect or alter any other agreements between Metro and HACC.

11. Waiver. The Parties hereby waive and release one another for and from any and all claims, liabilities, or damages of any kind relating to this Agreement or the Grant Funds.

12. Authority. HACC and Metro each warrant and represent that each has the full power and authority to enter into and perform this Agreement in accordance with its terms; that all requisite action has been taken by HACC and Metro to authorize the execution of this Agreement; and that the person signing this Agreement has full power and authority to sign for HACC and Metro, respectively.

Metro

Housing Authority of Clackamas County

By: \_\_\_\_\_  
Martha Bennett

By: \_\_\_\_\_  
Chuck Robbins

Title: Metro Chief Operating Officer

Title: Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Alison R. Kean

Title: Metro Attorney

Date: \_\_\_\_\_

**HOUSING AUTHORITY OF  
CLACKAMAS COUNTY BOARD**  
Commissioner Jim Bernard, Chair  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader  
Resident Commissioner Paul Reynolds

Signing on Behalf of the Housing Authority Board

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Services Department

\_\_\_\_\_  
Date

- Attachments:  
Exhibit A –HACC’s Grant Request  
Exhibit B – Requests for Proposals/Consultant Scope of Work  
Exhibit C – Schedule of Milestones

## **Project narrative**

**Project Name:** **Hillside Master Plan for Housing Opportunity**

Note to applicants: All questions and headings are to remain in their current locations in this document. In the space provided after each question, you may use text, bullet lists, tables or other formatting as desired or appropriate to improve the clarity and legibility of your response. Please be succinct; it is not necessary to use all of the space provided. Please use 11 point black text, and limit your response to the space allotted for each question. Refer to the evaluation criteria on page 4 of the Handbook, also in ZoomGrants in the "Library" tab.

### **Clear development outcomes**

1. Clearly describe the proposed project and the specific goals to help facilitate development in your community. *(Limit your response to page 1.)*

The Hillside Master Plan for Housing Opportunity will provide a comprehensive redevelopment strategy for a public housing community owned and operated by the Housing Authority of Clackamas County. Located in Milwaukie, OR, Hillside is home to 302 vulnerable low income residents who would face tremendous hardship finding housing in the private market.

Hillside includes 100 units of single level, duplex homes built in the early 1940's, and a 9-story residential tower with 100 units built in the 1970s. The site is just over 22 acres and presents incredible opportunity for increased housing density in a property situated near amenities such as Providence Medical Milwaukie, TriMet Bus and Max lines, downtown Milwaukie and SE Portland.

Over the next few years, the Housing Authority will be seeking local, state and federal funding for the redevelopment of the Hillside site. The goal is to replace the aged duplex structures originally built for temporary housing and replace them with higher quality and higher density housing on the site in a range of income levels and design typologies. The tower on the site will be rehabilitated to bring the structure up to a higher physical quality and increase its useful life.

Completion of a Master Plan for the site will provide a physically and financially viable design concept vetted through an extensive community process and leading to complete revitalization and transformation of the community. With the partnership of the City of Milwaukie's Community Development Department, project components such as enhanced transit and pedestrian access, economic development, green spaces and housing needs will be explored and realized.

Additional stakeholders to be involved in the planning process include the Clackamas County Public Health Department, which will complete a Health Impact Assessment in conjunction with the Master Plan; Providence Milwaukie which will explore assisted senior housing opportunities on the site; current residents at the Hillside community, and members of the Ardenwald neighborhood that surrounds the site.

The Housing Authority will serve as the lead project manager for the process, coordinating the consultant teams and convening community and Technical Advisory Committee (TAC) meetings. Development outcomes will include the construction of a mixed use, mixed income community that preserves and rebuilds existing affordable housing at the site, while creating opportunities for expanded housing choice.

The Master Plan will be used to leverage federal, state and local funding opportunities including the Rental Assistance Demonstration (RAD) program for Public Housing properties, Low Income Housing Tax Credits (LIHTC), and New Markets Tax Credits (NMTC). Each of these funding programs require significant site planning, community engagement, and financial feasibility modeling in order to be competitive.

## Metro Contract 935013 - Exhibit A

2. Provide a high-level description of the scope of work and general timeframe to complete the project. What are the project elements, the deliverables you envision, and the outcomes you seek to achieve? (*Limit your response to page 2.*)

The Hillside Master Plan for Housing Opportunity will include four areas of project deliverables to be completed by consultant teams over the course of a one year timeframe. The completed plan will reflect a shared-community vision for redevelopment of the site that incorporates an increased number of housing units and a design concept driven by best practices in health and sustainability. Integration with nearby development sites such as the Murphy site to the south and the North Milwaukie Industrial Area to the east of Hillside will also be a key factor of the Master Plan process. The specific scope of work for each consultant team includes the following:

### **Project Element #1: Development and Financial Feasibility Analysis and Plan** (Spring 2018-Spring 2019)

The Development and Financial Feasibility Analysis will be conducted by a development firm experienced in affordable housing redevelopment. Deliverables:

- Needs Assessment- The needs assessment will be completed in conjunction with the development of the preferred site and design plan carried out by the Architectural team. This will be an iterative process involving input and preferences from the Housing Authority, project partners, residents, and the other consultant teams. The assessment will consider and weigh options for unit sizes, design and building types, unit count, site amenities, infrastructure upgrades, and phases of development.
- Project Financial Analysis – In this phase of the analysis initial costs for development of the preferred design concept will be created. Likely sources of funding will be identified and a phasing schedule recommended.
- Development Sources and Uses – The final phase of the analysis will produce a detailed and viable development sources and uses proforma for the project that is tested against funding constraints and opportunities.

### **Project Element #2: Architecture and Engineering: Preferred Site Plan and Design Concept** (Spring 2018-Spring 2019)

The Architecture and Engineering (A&E) scope of work for the Master Plan will be completed by a qualified firm with residential Master Planning experience. Deliverables:

- Site Survey and Assessments Determination of site boundaries and features, assessment of conditions including residential buildings and infrastructure. Preliminary zoning and land use analysis. Recommendations for alignment with City of Milwaukie's Comprehensive Plan update.
- Program Investigation and Preliminary Project Goals Launch community engagement and Technical Advisory committee to explore program goals and development options.
- Design Workshop Conduct 1-3 community workshops to refine design and development priorities.
- Develop Preferred Concept Plan Combine information and input from tasks 1-3 to develop preferred concept plan for the site. Final identification and recommendation of zoning change and land use process.

### **Project Element #3: Health Impact Assessment (HIA)** (Spring 2018-Spring 2019)

The HIA will be completed by Clackamas County Public Health as a partner in the Master Planning process. Deliverables:

- Screening (identifying plan, project, or policy decisions for which an HIA would be useful).
- Scoping (planning the HIA and identifying what health risks and benefits to consider).
- Assessment (identifying affected populations and quantifying health impacts of the decision).
- Recommendations (suggesting practical actions to promote positive health effects and minimize negative health effects).
- Reporting (presenting results to decision makers, affected communities, and other stakeholders).
- Monitoring and evaluation (determining the HIA's impact on the decision and health status).

### **Project Element #4: Economic Impact Analysis** (Fall 2018- Spring 2019)

An Economic Impact Analysis will be conducted to determine job creation, tax impacts, and overall economic stimulus generated through implementation (construction) of the Master Plan preferred concept.

## Metro Contract 935013 - Exhibit A

3. Describe the measures would you use to evaluate the project's success. *(Limit your response to top half of page 3)*

### **Comprehensive Public Engagement**

Public engagement for the planning process will consist of resident and community meetings, design workshop(s) and a Technical Advisory Committee (TAC). Additional outreach and engagement strategies may be utilized including online or in person surveys, focus groups, and interviews with key stakeholders. Success under these activities will be measured by the frequency and variety of engagement opportunities, the diversity and quantity of stakeholder input, and the integration of community preferences into the final design concept.

### **Procurement of Highly Qualified Development and Design Team**

The overall success of the Master Plan is contingent upon the procurement of highly skilled and experienced consultant firms to conduct analysis, test feasibility, and design the preferred site design concept.

### **Creation of a Physically and Financially Viable Master Plan**

The end result of the process is a Master Plan that is achievable within the physical context of the site and surrounding areas, and that proves financially viable to accomplish in a multi-phased development scenario.

### **Land Use Approval – Alignment with City of Milwaukie Comprehensive Plan**

The Master Plan for Hillside will be developed in a parallel timeline with the City of Milwaukie's update to the Comprehensive Plan. The goal will be to align land use designations in the Comprehensive Plan that reflect the preferred site design concept that emerges from the Master Plan process. Adoption of the plan by the City of Milwaukie will be a measure of success for the project.

### **Successful Funding Awards**

The Master Plan and its related deliverables will position the Housing Authority as a competitive applicant for a variety of project funding sources.

## **Advances and complements regional goals and policies**

4. Describe how this project will help to facilitate development while advancing established regional development goals and outcomes. Consider how the project will help to implement the 2040 Growth Concept, its alignment with the Urban Growth Management Functional Plan, and how it will achieve each of the Six Desired Outcomes stated in the Regional Framework Plan. *(Limit your response to bottom half of page 3 and top half of page 4.)*

The Hillside Master Plan will lead to redevelopment of an underutilized site and provide increased density, expanded housing options for a range of incomes levels, and enhanced amenities. The project advances Metro's 2040 Growth Concept by exemplifying the Urban Design component of Neighborhoods. Under this component, Metro defines redevelopment occurring to better utilize vacant or under-used buildings to achieve a mix of uses and housing types.

The project also aligns with Title 1: Housing Capacity under the Regional Functional Plan, by ensuring eventual production of housing that meets the "fair-share" requirements under the plan for each city or county to "maintain or increase its housing capacity".

The Hillside Master Plan achieves each of the Six Desired Outcomes from the Regional Framework Plan:

### **1) People live, work and play in vibrant communities where their everyday needs are easily accessible.**

The Hillside Master Plan will lay the foundation for community revitalization that will provide stable, affordable housing options within a central Milwaukie location with good access to transportation, and other amenities.

**2) Current and future residents benefit from the region's sustained economic competitiveness and prosperity.** Stable, affordable housing is key to a family's economic success and educational achievement. By planning for the preservation and expansion of housing opportunities at the Hillside community, more families will benefit from a solid foundation to reach their full economic and academic potential. The site is located within close access to good schools, jobs, and transit to areas of opportunity in the Metro region.

Hillside Master Plan for Housing Opportunity

## Metro Contract 935013 - Exhibit A

**3) People have safe and reliable transportation choices that enhance their quality of life.** The Hillside community is the highest priority redevelopment project for HACC due to its proximity to both Trimet Bus and Max lines. As compared to other Public Housing sites owned by HACC, Hillside presents the greatest access to multi-modal transportation. A key feature of the Master Plan will be to examine existing transit access and site improvements that can be made to increase these options.

**4) The region is a leader on climate change, on minimizing contributions to global warming.** The Hillside Master Plan will examine the potential of increased density of housing on the site, and lead to enhanced land utilization. Ensuring affordable housing opportunities that are in close proximity to transit and services reduces the overall reliance and use of vehicles that pollute and contribute to global warming. Elements of sustainability in the site and building design will also be emphasized as a component of the Master Plan.

**5) Current and future generations enjoy clean air, clean water and healthy ecosystems.** The master plan will include an analysis of sustainability features for the site including expansion of the community garden, renewable energy sources, bioswales and other ecological design components.

**6) Equity exists relative to the benefits and burdens of growth and change to the region's communities.** The City of Milwaukie faces a demand for affordable housing options that is not currently met by supply. As the population of the city increases, this demand will continue to grow. The Housing Authority has a waiting list of applicants for Public Housing and Section 8 vouchers that exceeds 4,000 households. The Hillside Master Plan for Housing Opportunity will look at enhanced utilization of a valuable public asset to preserve and increase housing options that allow for equitable delivery of a scarce resource.

### Aligns with local goals/maximizes community assets

5. How will the project create opportunities to accommodate your jurisdiction's expected population and employment growth? (*Limit your response to the bottom half of page 4.*)

The Metro 2040 Household Distributed Forecast for population growth in the City of Milwaukie is anticipated to increase by 17% from current numbers. Clackamas County overall, of which the majority of households on HACC's housing waiting list originate from, is shown to increase by 32%.

As the demand for affordable housing is a sub-section of the population that is income-dependent, the Housing Authority relies on current waiting list data to determine levels of need for housing within the county. The current waiting list totals at 4,228 household applicants hoping to secure a unit within Clackamas County. The public housing inventory owned by HACC includes 545 units.

Completion of a Master Plan for Hillside is the first step in expanding housing opportunities for a growing population seeking access to affordable housing within Clackamas County. As described in the development objectives in question #6 below, the County has a commitment of producing 1,000 new affordable units by 2022. The Hillside Park redevelopment will be a key project for realizing construction for a portion of these new units.

The City of Milwaukie completed a Housing and Residential Land Needs Assessment which projected needs through 2036. Findings from the assessment relevant to affordable housing demand include the following:

- 1) The poverty rate in the City of Milwaukie increased from 8% in 2000 to 13% in the most recent period reported (2014 5 year estimates). The poverty rate is highest among adults ages 18-65 at 13.5%, followed by a 12% rate for those under the age of 18.
- 2) 60% of students in Milwaukie schools are eligible for free or reduced-priced lunch.
- 3) There is significant rent burden experienced by household who rent their homes in Milwaukie. 45% of rental households spend more than 30% of their income on housing, while 22% of renter households spend more than 50% of their income on housing costs.
- 4) A total of 1,189 rental units is needed by 2036 in order for all households, current and new, to pay 30% or less of their income towards housing.

## Metro Contract 935013 - Exhibit A

6. Describe why you propose to take on this particular project at this time. How does the project relate to previous actions, goals, policies or strategies already identified or implemented by your jurisdiction or other project partners? *(Limit your response to top half of page 5.)*

Clackamas County faces a serious shortage of affordable housing. According to a recent report by the Oregon Housing Alliance, there is a need for 6,440 affordable housing units to meet the needs of low income renters in the county. Renter households in the county are highly rent burdened, with 1 out of 4 of all renters paying more than 50% of their income on rent, and 3 out of 4 renters with extremely low incomes paying more than 50% of their income in rent.

The County is taking a strategic approach at responding to this housing crisis. In recent months, housing as a jurisdictional priority has risen to the top of the Board of Clackamas County Commissioner's agenda. In concert with the Health Housing and Human Services Department (H3S), of which HACC is a member agency, there have been several Board study sessions and Housing Development Goals memorialized as official objectives and draft policies by the Board.

The Housing Authority of Clackamas County's Development Objectives was approved by the Board of County Commissioners on March 1<sup>st</sup>, 2016 and includes a commitment to a 4 to 1 replacement of any Public Housing unit sold or demolished, and an increase in the number of units available to households at or below 30% of Area Median Income. The Performance Clackamas Business Plan includes a goal of 2,000 affordable housing units to be developed within Clackamas County by 2022. Of that number, the Housing Authority goal is to provide 1,000 units affordable to households earning 60% of the area median income or less.

These policies provide the framework for an increased emphasis on affordable housing production within Clackamas County. The redevelopment of the Hillside community is viewed as a high-priority project to realize some of this production at a site with access to amenities and services such as transit, employment and recreation options.

7. How would the project leverage aspects of the existing community fabric such as key development sites or urban form? How would it complement existing assets, facilities, or amenities such as historic districts, employment centers, natural features, parks or transit? *(Limit your response to bottom half of page 5.)*

Hillside is located within close proximity to several natural, commercial and health-focused community assets. Providence Milwaukie Medical center is located 100 feet from the community and provides health services and resources accessible to residents (community cooking classes, food pharmacy, dietician food counseling, women and children's services, and dental care for the uninsured.) The Milwaukie Police Department and Milwaukie Marketplace shopping center are both located within walking distance on SE Harrison St. Minthorn North Natural Area is a protected wetland site and park located at a 15 minute walk from Hillside, and the Springwater Corridor provides access to bike and pedestrian recreation. Nearby employment centers include the N Milwaukie Industrial Area (NMIA) and the HWY 224 corridor.

The two key development sites near Hillside include the Murphy site and the North Milwaukie Industrial Area (NMIA). The Murphy site is a 6.6 acre parcel located south of the Hillside community. Formerly the site of the Murphy Plywood facility, it is a privately owned parcel that has been assessed in 2013 for development potential. Moving Forward Milwaukie in partnership with EcoNorthwest completed a site development plan with three concepts envisioning a mixed-use redevelopment of the site. The Master Plan for Hillside will seek to complement these concepts and engage the developer of the site as a stakeholder in the planning process. The project will also seek alignment with the North Milwaukie Industrial Area (NMIA), a 200 acre area with over 87 businesses and 2,000 employees. The NMIA Plan (a CET funded project) provides guidance for redevelopment into a vibrant mixed-used urban area. The Hillside Master Plan will look at connectivity to the NMIA as an opportunity for increased access to employment and other services.

## Metro Contract 935013 - Exhibit A

### Team roles and capacity

8. Complete the table to clearly describe the roles and responsibilities of the applicant and each of the key project partners to accomplish the goals of the project. Also include consultant expertise needed. *(Add or adjust rows as needed but please limit table to page 6.)*

Jurisdiction or partner (include lead staff names)	Project role and responsibilities
Housing Authority of Clackamas County – Mary-Rain O’Meara, Lead Project Manager; Angel Sully, Project Manager	Project Managers will coordinate and ensure all deliverables for the Master Plan. Will issue RFPs for project consultants, coordinate project team meetings, oversee involvement by other Housing Authority staff including Resident Services and Property Management. Will lead community engagement process and serve as liaisons for the project to the public.
City of Milwaukie, Community Development Department; Alma Flores, Director of Community Development; Development Project Manager	<ul style="list-style-type: none"> <li>• Ensuring that development goals align with affordable housing production and economic development benchmarks for the City;</li> <li>• Serving as a liaison to the broader community of stakeholders;</li> <li>• Participating (Planning, Community Dev, and Engineering) in the Technical Advisory committee for the project; and</li> <li>• Assisting with the analysis and development of plan features that impact surrounding sites, including transportation and infrastructure components.</li> </ul>
Clackamas County Public Health; Dawn Emerick, Director; Staff coordinator, TBD	Coordinate a Health Impact Assessment (HIA) in conjunction with the Master Planning Process. Oversee HIA consultant during the planning and assessment stage, and ensure completion of summary findings.
Consultant Teams: 1) Housing Development and Finance 2) Architecture and Engineering 3) Health Impact Assessment 4) Economic Impact Assessment	Consultant teams will be procured to implement the scope of work as identified in question #2.

## Metro Contract 935013 - Exhibit A

9. Describe the skills, experience and availability of the lead staff person who will manage all aspects of the grant project and oversee the project team's collaboration and consultant work. (Limit your response to top half of page 7.)

The Housing Development Team at the Housing Authority is comprised of two Housing Development Coordinators, Mary-Rain O'Meara and Angel Sully. Ms. O'Meara will serve as the lead staff person managing all aspects of the Master Plan and ensuring achievement of project deliverables. Ms. Sully will assist with project coordination including procurement, community engagement, and consultant team communications.

In her previous tenure at the Housing Authority of Clackamas County, Ms. O'Meara served as the community engagement lead and project coordinator for the Master Plan of the Clackamas Heights Community from 2009-2010. She has extensive housing development experience for both public sector and non-profit organizations, managing all aspects of development including funding applications, site analysis and acquisition, resident engagement and relocation, active construction and project completion. Ms. O'Meara graduated from the Masters of Urban and Regional Planning (MURP) program at Portland State University in 2009. She received certification as a Construction and Rehabilitation Project Manager from Neighborworks America in 2015.

Ms. Sully has both private and public sector housing development experience and is skilled at accomplishing multiple project deadlines and working with a variety of contractor teams. Ms. Sully graduated with a B.S. in Community Development from Portland State University in 2010.

The Development team at HACC is overseen by the Director of Asset Management and the Director of Housing and Community Development for Clackamas County, who bring decades of experience in development, project and property management, and policy work related to Affordable Housing.

### Likelihood of implementation

10. What governing bodies or private parties will have to act to ultimately implement the project, and what is the extent of their authority to make policy or commit investments? Describe the roles the key project partners will have to play over time in order to fully and successfully implement the project in order to realize the envisioned development benefits in your community. (Limit your response to bottom half of page 7.)

The main government agency stakeholder in the project is the Housing Authority itself, which holds site control and ownership of the Hillside property. The Housing Authority will be the lead in securing funding for development implementation after the completion of the Master Plan. Funding will be a combination of Federal, State and Local sources to combine a mixed-finance package for development.

The City of Milwaukie will be the entity responsible for approval of any land use decisions including updates to the Comprehensive Plan and the approval of zoning changes for the site. City staff from Milwaukie's departments of Community Development and Planning will be involved in the Master Plan process to offer guidance on a concurrent land use strategy as the preferred design concept is developed.

The Housing Authority Board of Commissioners is responsible for the approval of official direction of the Housing Authority including decisions regarding the future of Housing Authority owned property. For the Hillside Master Plan, the board will have an opportunity to weigh in on the process and the proposed plan, and the Housing Authority will request a Board Resolution to accept the Master Plan and its recommended development objectives.

The U.S. Department of Housing and Urban Development (HUD) will be the approval body for any decisions that lead to the alteration, demolition or new construction of housing on the property.

## Metro Contract 935013 - Exhibit A

11. Identify and describe the potential opportunities and threats that could affect the successful implementation of this project. *(Limit your response to top half of page 8.)*

**Funding for Redevelopment** Securing successful funding awards to implement the redevelopment as defined in the Master Plan will be the biggest challenge and opportunity for the project. The Housing Authority is working with HUD to identify new financing models that will grant the agency greater flexibility to redevelop public housing. One of these models is known as RAD, or the Rental Demonstration Project. RAD allows Housing Authorities to convert Public Housing units to Project Based Section 8 and still serve very low income households. HUD has invited the Housing Authority to submit applications for the RAD program beginning in the summer of 2017, to begin the conversion process. A successful award from HUD and other fund sources (Low Income Housing Tax Credits, HOME, and CDBG) will be contingent on the feasibility for overall site redevelopment, which will be determined in the Master Plan.

**Community Engagement** Engaging the community and city in an effective process around the Master Plan is another key area of challenge and opportunity. Ensuring stakeholder input and involvement will be crucial in building the social and political motivation for eventual zoning change approvals at the City level.

**Adjacent Site Development** The future of the nearby Murphy Site and its redevelopment poses another opportunity and challenge. To the extent that plans for the two sites can complement one another and the timelines align, it will be a tremendous opportunity for large-scale neighborhood revitalization. The challenge will be found if the sites have competing interests or desired uses, and a middle ground proves difficult to accomplish. The Housing Authority will engage with the developer of the site to ensure dialogue and involvement throughout the Master Planning process.

### Public involvement

12. What community members or stakeholders will be most affected by the implementation of the project's development outcomes? *(Limit your response to bottom half of page 8.)*

Residents of the Hillside community will be those most affected by the implementation of the project's development outcomes. To that extent, current housing residents will be the first priority stakeholder group to be involved in the process. Development implementation is likely to involve temporary relocation of the residents and the Housing Authority will seek to address those concerns early on. A relocation contractor will be brought into the process as necessary to provide further information regarding potential relocation benefits and tenant rights under the Uniform Relocation Act.

Resident engagement is a key aspect of the Master Planning process and several deliverables are contingent upon successful and meaningful input from current Hillside tenants. In order to arrive at the Preferred Design Concept, the project team will seek information from residents regarding preferences for housing type and design features, amenities that promote healthy living, and site planning options that will improve and enhance community connectivity.

The Housing Authority will seek housing resident representation on the Master Plan Advisory Group, and tailor aspects of the public participation strategy to specifically engage and empower residents to take an active role in the process. Hillside has an active Resident Association that meets regularly and will provide an immediate opportunity for engagement. The Project Managers for the Master Plan will include Resident Services staff in the early outreach efforts to utilize their internal knowledge of the resident population and methods of communication that will be the most effective.

Immediate neighbors to the site will also be impacted by development outcomes. Outreach to the Ardenwald neighborhood association and immediately adjacent households will be made during the planning process.

## Metro Contract 935013 - Exhibit A

13. Discuss how the public (including neighbors to the project, businesses, property owners and other key stakeholders) and historically marginalized communities (including low-income and minority populations) will be involved in the project. Please be specific about the practices or methods you intend to use. *(Limit your response to top half of page 9.)*

The main practices and methods for public involvement in the project will be through a Technical Advisory Committee (TAC) comprised of housing residents, neighborhood, business, and organizational stakeholders; resident and community meetings; resident-led site walks; and design workshops. Additional methods of engagement may include focus groups, surveys, interviews and several smaller working groups focused on specific aspects of the project.

The Master Plan will kick off with a community meeting for residents of Hillside to learn about the process and opportunities for engagement. Residents at Hillside represent several historically marginalized communities including low-income, minority, and senior households, and people with disabilities. Their engagement is crucial to the success of the project and their local knowledge and experience will be a key consideration for design and development options. Residents engaged in the planning process will have the opportunity to shape the vision of their community and feel empowered about the outcomes.

Recruitment for the Technical Advisory Committee (TAC) will begin as soon as an award announcement is made from Metro to the Housing Authority. Several members of the committee have already been identified, and additional outreach will be made for resident and neighborhood participation. The TAC will meet within one month of the project start, and will have a key role as representatives at the community meetings throughout the planning process.

Neighbors to the project including Providence Milwaukie and the Ardenwald Neighborhood Association will be engaged early on will be invited to serve on the TAC. Additional opportunities for engagement will include participation in the design workshops, site walks and community meetings.

14. Describe how public input will be used to strengthen the project outcomes and increase likelihood of implementation. *(Limit your response to bottom half of page 9.)*

Several project outcomes for the Hillside Master Plan rely specifically on public input for their development and subsequent implementation of plan. In order to generate a preferred community design concept, the Architectural team will be utilizing input from resident and neighborhood stakeholders regarding their preferences for redevelopment. The Development and Financial consultants will use this preferred design concept to complete feasibility testing for finance and construction implementation.

The Health Impact Assessment (HIA) will also influence the design concept and is dependent upon robust and consistent community engagement. The HIA team will ask residents what changes or improvements to their physical environment could positively impact their health. Because this information is site-specific, the team will seek the local knowledge of residents and neighbors to inform the outcomes.

In terms of project funding opportunities, the strength of the community engagement in the Master Plan process increase the competitiveness of the project. Applications issued by HUD have strict requirements for resident engagement around planning efforts. The Master Planning process for Hillside will go above and beyond these requirements, and will demonstrate a comprehensive and engaged approach to housing redevelopment planning.

## Jurisdiction track record

15. Describe any similar planning and development projects (CET/CPDG or other) that have been implemented in your jurisdiction in the last 5 years and how that experience will be applied to this project. How successful have these projects been in delivering the proposed outcomes? *(Limit your response to top half of page 10.)*

The Housing Authority has not implemented any CET/CPDG awards, but has recent experience with large-scale development and rehabilitation projects requiring significant planning, consultant oversight, and budget management.

**Easton Ridge Rehabilitation** In 2012, HACC received funding to complete a rehabilitation of its Easton Ridge property, a 264 unit affordable housing community in Happy Valley, OR. The project was financed with a combination of Low Income Housing Tax Credits, Bonds, and private (bank) equity. The scope of work included complete exterior renovations and limited interior improvements. The work required coordination of temporary relocation for residents and extensive communications to keep the project moving forward on time and on budget. This project was successful in delivering the outcome of rehabilitation for the site and buildings.

**Rosewood Terrace** HACC is co-developer for a 212 unit affordable housing property to be built in Happy Valley. Project management duties involve coordination of a complex financing package, consultant oversight, and ensuring pre-development tasks (Environmental Review, Board Approvals, etc.) are completed on time. To date, the project has been successful in meeting its milestones and anticipated deliverables towards development of new affordable housing units.

16. What project management lessons learned or best practices will be applied to this project? *(Limit your response to bottom half of page 10.)*

Staff experience with the Master Plan of Clackamas Heights, a Housing Authority campus in Oregon City completed in 2010, garnered lessons that will be applied to the Master Plan for Hillside, including:

### ***Clarity of Team Roles and Responsibilities***

From the beginning of the process clarity around team roles and responsibilities must be defined. This should be aligned with the overall project timeline and schedule of deliverables, and provide each party a strong sense of the expectations for their contribution to the project. A project team charter is an effective way of establishing these shared guidelines. A charter will be developed after procurement of all project team members is complete and each member will take an active role in its formation and agreement.

### ***Project Timeline and Deliverables***

A detailed project timeline will be developed in concert with the team charter, and will lay out the overall project milestones and anticipated deliverables by each project team member.

### ***Regular and Consistent Communication***

Methods of communication will be established through a communications plan developed early in the process. The plan will identify the various project stakeholders and the methods of communication that will be utilized during each month and around each major milestone of the project. A variety of communication tools will be used including email, project website, public presentations, flyers, and resident newsletters. Stakeholders will know who to contact with questions and what to expect for communications from the team early on in the process.

## Metro Contract 935013 - Exhibit A

17. If implementation of any prior CET/CPDG grant projects has not been successfully completed, please describe why. If your organization has never received a CET or CPDG grant, please state “not applicable.” *(Limit your response to top half of page 11.)*

The county has received past CET and CPDG grants, and they have been successfully completed.

### Replicable best practices

18. Consideration will be given to applications that demonstrate best practices that can be easily replicated elsewhere. Discuss how lessons learned from the project could be applied to other projects in your community or in other parts of the region. *(Limit your response to bottom half of page 11.)*

The Master Plan for Hillside will present the opportunity to apply lessons learned and best practices to future housing developments throughout Clackamas County. The Strategic Clackamas Business Plan housing production goal, coupled with HACC’s development objectives presents a target number of 1,000 new units to be produced by 2022 by the Housing Authority. As new developments are in the planning phases, HACC will utilize lessons learned from the Master Plan and subsequent redevelopment of Hillside to inform design and finance decisions.

As a HUD Rental Assistance Demonstration (RAD) project, Hillside will serve as a model for other Housing Authorities in the Portland Metro region as well as nationally for conversion and redevelopment of a physically obsolescent public housing community. HUD produces RAD “Case Studies” to help inform affordable housing providers as to the benefits of the RAD program. After successful redevelopment of the site, HACC will seek to be published as part of the HUD/RAD case studies library. In addition, staff involved in the process will serve as a resource to other Housing Authorities seeking to undertake similar efforts with their public housing portfolios.

The Health Impact Assessment (HIA) to be conducted by Clackamas County’s Public Health department as part of the planning process will also result in replicable best practices. Clackamas County recognizes that substantial improvements in the health of our residents will only occur by ensuring that health considerations are factored into projects, programs, plans, and policies in non-health-related sectors, such as transportation, housing, agriculture, and education. While financial and capital needs warrant the redevelopment of the community, the intent of the Housing Authority and Clackamas County Public Health in this planning partnership is to incorporate potential health impacts, health equity, and social justice into future housing development strategies.

The team has proposed to use an HIA because it is a tool that decision makers can use to improve health equity through community design before those decisions are made. HIAs are flexible and use scientific data, professional expertise, and a stakeholder input process to determine the health consequences of programs and policies, and develop strategies to maximize the benefits, or reduce the harms, of proposed plans.

The sole purpose of selecting an HIA is its applicability to a broad array of policies, programs, plans, and projects in the future. The Hillside Master Plan will be a model planning effort that will generate an HIA to be replicated and utilized as the Housing Authority takes on development at other sites.

# Metro Contract 935013 - Exhibit A

## Grant leverage and project budget

### Budget templates

Use the two Excel spreadsheet templates provided to outline the estimated project costs and committed matching funds for the project. Indicate estimated costs for hours of work directly related to your project for applicant personnel, consultants, and personnel of any key project partners. Also indicate other direct project expenses and overhead/indirect project costs. You may leave blank any rows that do not apply, and add more specific line item descriptors as needed.

### Budget narrative

For each category of personnel costs, explain the tasks each is expected to complete (i.e. design development, construction estimates, public involvement, technical research, code analysis). Use actual salaries for staff. Use market averages or bid estimates for consultant services. Clearly describe methodologies used for estimating all other costs.

*(If necessary, applicants may use up to three pages for the budget narrative, for a total of 14 pages overall. Depending on the complexity of the project and level of staffing, most applicants will likely be able to provide the requested information regarding the budget methodology in just a page or two.)*

### **Budget Area #1 In-Kind Staff Time, Housing Authority of Clackamas County - \$33,000**

The Housing Authority is contributing up to 500 hours of staff time for the Development Coordinator (lead) and Development Coordinator (assisting) who will provide oversight and coordination of all project deliverables. The hourly rate (including benefits) for these staff members is \$66/hour. Total contribution is estimated to be at a value of \$33,000 for the Master Plan project. Specific duties of each staff member from HACC include:

#### Development Coordinator (lead)-

- Coordinate IGA execution between HACC and Metro.
- Complete detailed scope of work for each contractor team and initiate procurement process.
- Contract negotiations for project consultant teams.
- Finalize contracts and procurement process with Board of County Commissioners.
- Initiate first team meeting and establish project timeline with consultant teams.
- Identify consultant team meeting schedule.
- Complete communications plan for Master Process.
- Initiate and complete recruitment of Technical Advisory Committee (TAC).
- Facilitate monthly TAC meetings.
- Lead public engagement strategy and process with residents, neighbors and community.
- Provide project updates to HACC Resident Advisory Board, Metro, Clackamas County Housing Advisory Board and Board of County Commissioners.

#### Development Coordinator-

- Assist with preparation and issuance of all Request for Proposals for consultant teams.
- Coordinate review and evaluation process for all RFP procurement.
- Develop outreach materials such as resident letters, website, newsletter and flyer content for distribution.
- Assist with community meeting logistics.
- Assist with consultant team oversight including communications, meeting logistics, review of documents and findings, invoicing and contract management.

## **Metro Contract 935013 - Exhibit A**

### **Budget Area #2 In-Kind Staff Time, City of Milwaukie- \$12,400**

The City of Milwaukie is committing time by two of its Community Development staff members including the Director of Community Development and the Development Project Manager. Hours for the Community Development Director total 50 at a rate of \$140/hour, or \$5,400 total. The Development Project Manager will provide 60 hours of in-kind staff time and at a rate of \$90/hour, or \$4,400 total.

City of Milwaukie Staff will be involved in the following project deliverables:

- Ensuring that development goals align with affordable housing production and economic development benchmarks for the City. (Representing these benchmarks at Master Plan meetings, project goal development and review, review of preferred concept plan to ensure alignment).
- Serving as a liaison to the broader community of stakeholders; (Representing the project at City of Milwaukie Council and other community meetings, providing information to citizens of Milwaukie and neighborhood associations).
- Participating (Planning, Community Dev, and Engineering) in the Technical Advisory committee for the project. (Provide guidance on land use and Comprehensive Plan changes, connect appropriate Public Works, Transportation and other City staff members with the project as necessary, serve as technical experts during the planning process).
- Assisting with the analysis and development of plan features that impact surrounding sites, including transportation and infrastructure components. (Provide zoning, code, development, and transportation analysis and recommendations).

### **Budget Area #3 In-Kind Staff, Clackamas County Public Health- \$7,750**

Clackamas County Public Health has committed up to 117 hours of in-kind staff time at a rate of \$66/hour towards the Master Planning process. The key duties for the Public Health staff member will be the procurement and oversight of the Health Impact Assessment consultant. A staff member of Clackamas County Public Health will also participate in the Technical Advisory Committee for the project.

### **Budget Area #4 Consultant Fee Match, Housing Authority of Clackamas County - \$25,000**

The Housing Authority is committing up to \$25,000 in cash match towards consultant fees for the Hillside Master Plan. This is anticipated to be used for the Health Impact Assessment (HIA) consultant who will work with Clackamas County Public Health and the Housing Authority to complete the health- outcomes portion of the plan. The amount of \$25,000 was provided by the Director of Clackamas County Public Health, who has been involved with multiple HIA processes and has an understanding of accurate consultant costs. The scope of work for the HIA Consultant is described in detail in question #2 of the grant narrative.

### **Budget Area #4 Consultant Fees for Project Teams: Development and Finance, Architecture and Engineering, and Economic Impact Assessment- \$214,000**

This is the budget area for the project which comprises the request to Metro for funding resources totaling \$214,000. These numbers were generated through a combination of bids and reference to past project costs.

## Metro Contract 935013 - Exhibit A

### **Development and Financial Feasibility Analysis and Plan- \$25,898**

The Development and Financial Feasibility Analysis and Plan will be conducted in three phases. A detailed scope of work for this consultant team is provided in question #2 of the narrative.

#### **Task 1: Needs Assessment**

Staff	Hours	Rate	Total
Project Manager	74	\$105	\$7,770
Finance Director	18	\$131	\$2,358
Executive Director	9	\$147	\$1,323
<b>TOTAL</b>	<b>101</b>		<b>\$11,451</b>

#### **Task 2: Project Financial Analysis**

Staff	Hours	Rate	Total
Project Manager	37	\$105	\$3,885
Finance Director	9	\$131	\$1,179
Executive Director	9	\$147	\$1,323
<b>TOTAL</b>	<b>55</b>		<b>\$6,387</b>

#### **Task 3 : Development Sources and Uses**

Staff	Hours	Rate	Total
Project Manager	18	\$105	\$1,890
Finance Director	37	\$131	\$4,847
Executive Director	9	\$147	\$1,323
<b>TOTAL</b>	<b>64</b>		<b>\$8,060</b>

**TOTAL Cost Development Feasibility: \$25,898**

### **Architecture and Engineering: Preferred Site Plan and Design Concept**

The four phases task areas for the Architecture and Engineering

	<b>Total Cost</b>
<b>Task 1: Site Survey+ Assessment</b>	\$44,040
<b>Task 2: Program Investigation and Preliminary Project Goals</b>	\$22,200
<b>Task 3: Design Workshop</b>	\$52,800
<b>Task 4: Develop Preferred Concept Plan</b>	\$59,000
<b>TOTAL Cost Architecture and Engineering</b>	<b>\$178,040</b>

### **Economic Impact Analysis**

An Economic Impact Analysis will be conducted to determine the job creation, tax impacts, and overall economic stimulus generated through implementation (construction) of the Master Plan preferred concept.

<b>Task 1: Review of Preferred Design Concept</b>	\$3,000
<b>Task 2: Analysis of demographic and economic data</b>	\$5,000
<b>Task 3: Economic Impact Report and Recommendations</b>	\$2,000
<b>TOTAL Cost Economic Impact Analysis</b>	<b>\$10,000.00</b>

## Metro Contract 935013 - Exhibit A

<b>Project budget summary: Hillside Master Plan for Housing Opportunity</b>				
<b>PERSONNEL COSTS</b>	Financial match	In kind match	2040 Grant funds	<b>TOTAL</b>
Consultants	\$ 25,000		\$ 214,000	\$ 239,000
Applicant staff		\$ 33,000		\$ 33,000
Partner staff (City of Milwaukie)		\$ 12,400		\$ 12,400
Partner Staff (Clackmas County Public Health)		\$ 7,750		\$ 7,750
Other, add rows as needed				
<b>Total for planning services</b>				<b>\$ 292,150</b>
<b>OTHER PROJECT COSTS</b>				
Direct costs, please list in narrative				
Overhead/indirect costs (Print materials, mailings, food, etc.)				1,000
<b>Total for other costs</b>				
<b>TOTAL PROJECT COSTS</b>				<b>\$ 293,150</b>



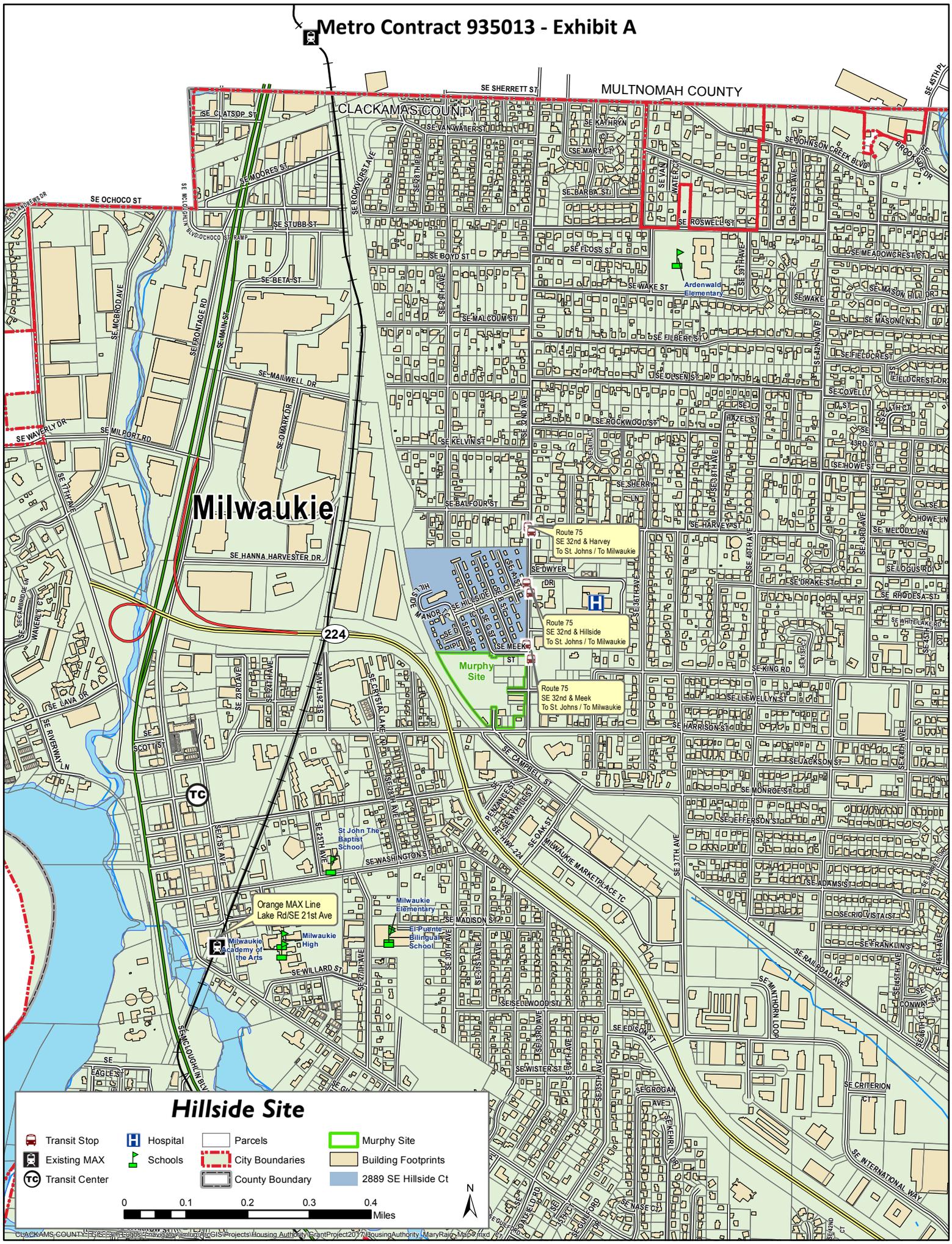
## Metro Contract 935013 - Exhibit A

<b>Breakdown of applicant and partner(s) matching contributions : Hillside Master Plan</b>					
Complete this table only if lead applicant has other key partners contributing matching resources.					
Applicant jurisdiction or partner organization	In kind contributions: personnel costs	Financial Contributions personnel costs	In kind contributions: other costs	Financial Contributions other costs	<b>TOTAL</b>
Housing Authority of Clackamas County	\$ 33,000			\$ 25,000	\$ 58,000
City of Milwaukie	\$ 12,400				\$ 12,400
Clackamas County Public Health	\$ 7,750				\$ 7,750
Print Materials, Food, Mailings, Etc			\$ 1,000		\$ 1,000
<b>TOTAL MATCH COMMITTED</b>					\$ 79,150

SE HARRISON & 32ND | MILWAUKIE, OREGON



# Metro Contract 935013 - Exhibit A



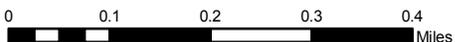
Milwaukie

224

TC

## Hillside Site

- Transit Stop
- Hospital
- Parcels
- Murphy Site
- Existing MAX
- Schools
- City Boundaries
- Building Footprints
- County Boundary
- 2889 SE Hillside Ct



## Metro Contract 935013 - Exhibit A

**Providence Milwaukie Hospital**

10150 S.E. 32nd Ave.  
Milwaukie, OR 97222  
t: 503.513.8300  
f: 503.513.8191  
[www.providence.org/pmh](http://www.providence.org/pmh)

Metro Regional Center  
600 NE Grand Ave  
Portland, OR 97232-2736



June 29th, 2017

Re: Letter of Support for the Hillside Master Plan Proposal: Metro 2040 Planning and Development Grants

Dear Grants Review Committee,

Providence Milwaukie is pleased to submit a letter of support for the Housing Authority of Clackamas County's proposal to complete a Master Plan for the Hillside Public Housing community. As a direct neighbor to Hillside and a community stakeholder, we support a Master Plan for redevelopment that preserves and expands affordable housing opportunities.

We will engage in planning efforts for the site and explore opportunities for partnership around housing options that can serve our staff and clients. Examples of potential housing opportunities include new senior and workforce housing that can provide options within walking distance of our Milwaukie facilities.

The Hillside community currently offers a resource of affordable housing that is in high demand in our community and the Portland Metro region. The Master Plan for Hillside will lead to an expansion of this scarce resource on a site that is within close access to services and amenities.

Housing is the foundation for healthy individuals and families. In this regard the mission of Providence Milwaukie and the Housing Authority of Clackamas County directly align, and we look forward to growing our partnership through the Master Planning process at Hillside.

Sincerely,

A handwritten signature in blue ink that reads "Keith Hyde". The signature is written in a cursive style with a large initial "K".

Keith Hyde  
Chief Executive

**Metro Contract 935013 - Exhibit A**



**BOARD OF COUNTY COMMISSIONERS**

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

June 21, 2017

2040 Planning and Development Grants, Review Committee  
Metro Regional Government  
600 NE Grand Ave  
Portland, Oregon 97232

Re: Letter of Support for Clackamas County Proposals:  
1) Hillside Master Plan and 2) Park Avenue Development and Design Standard

Dear Metro 2040 Grants Review Committee,

On behalf of the Clackamas County Board of Commissioners, I am writing in support of two proposals from our jurisdiction: 1) The Hillside Master Plan for Housing Opportunity, a proposal by the Housing Authority of Clackamas County (HACC), and 2) The Park Avenue Development and Design Standards, a proposal by the Department of Development and Transportation (DTD).

Both of these proposals represent important planning efforts that, when completed, will help to leverage additional resources for development in two distinct communities within Clackamas County. The Board of Clackamas County fully supports both proposals and has assigned a priority ranking for the projects as requested by Metro in the case of multiple applications from a jurisdiction.

The project assigned first priority is the Hillside Master Plan for Housing Opportunity. The Housing Authority of Clackamas County (HACC), in partnership with the City of Milwaukie, seeks to submit a proposal to complete a Master Plan for the Hillside Public Housing community in Milwaukie.

The project with second jurisdictional priority is the Park Avenue Development and Design Standards. This project focuses on an inclusive public engagement process to create development and design standards for the Park Avenue Station area that implement the Community Values and Guiding Principles of the Mcloughlin Area Plan.

Both projects represent significant community partnerships, opportunities for engagement in planning efforts, and the strong likelihood of development implementation. Given the merits of each proposal, the Clackamas County Board of Commissioners is pleased to offer its full support for both the Hillside Master Plan and Park Avenue Development and Design applications.

Sincerely,

Jim Bernard, Chair  
On behalf of the Clackamas County Board of Commissioners

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

A Resolution Supporting Clackamas County  
Applications for the Metro 2040 Community  
Planning and Development Grant

Resolution No. 2017-83  
Page 1 of 2

**WHEREAS**, the Housing Authority of Clackamas County (HACC) in partnership with the City of Milwaukie, is submitting a proposal to the Metro 2040 Community Planning and Development grant program requesting \$214,000 in funds to complete a Master Plan for the Hillside Public Housing community in Milwaukie; and

**WHEREAS**, the Department of Transportation and Development is submitting a proposal to undertake the Park Avenue Development and Design Standards project focusing on an inclusive public engagement process to create development and design standards for the Park Avenue Station area that implement the Community Values and Guiding Principles of the McLoughlin Area Plan. The project includes an assessment of neighborhood livability and economic diversity in the neighborhoods surrounding the Park Avenue Station. The proposal is requesting \$180,000 in Metro 2040 Community Planning and Development Grant funds; and

**WHEREAS**, both of these proposals represent important planning efforts that, when completed, will help to leverage additional resources for development in two distinct communities within Clackamas County; and

**WHEREAS**, on June 13, 2017, the Board of County Commissioners discussed the applications and indicated their full support for both proposals; and

**WHEREAS**, the Board of County Commissioner has approved both applications, including the budget and proposed match for each application; and

**WHEREAS**, in the case of multiple applications from a jurisdiction, a priority ranking of application is required; and

**WHEREAS**, the Board of County Commissioner has determined that the first priority is the Hillside Master Plan for Housing Opportunity project and has assigned the second jurisdictional priority to the Park Avenue Development and Design Standards.

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

A Resolution Supporting Clackamas County  
Applications for the Metro 2040 Community  
Planning and Development Grant

Resolution No. 2017-83  
Page 2 of 2

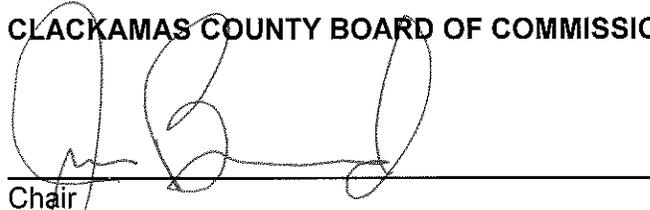


**NOW, THEREFORE, the Clackamas County Board of Commissioners do hereby resolve that:**

1. County staff shall pursue the above mentioned Metro 2040 Community Planning and Development Grant project applications and approves the budget and proposed County match set forth in the application materials; and
2. First priority ranking shall be assigned to the Hillside Master Plan for Housing Opportunity project and the second jurisdictional priority ranking shall be assigned to the Park Avenue Development and Design Standards project.

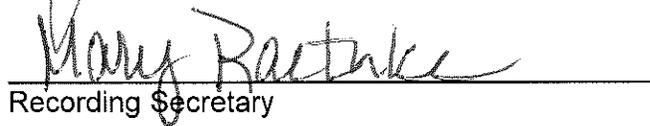
Dated this 29 day of June, 2017

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**



A handwritten signature in black ink is written over a horizontal line. The signature is cursive and appears to read "Mary Raetke".

Chair



A handwritten signature in black ink is written over a horizontal line. The signature is cursive and appears to read "Mary Raetke".

Recording Secretary

**Metro Contract 935013 - Exhibit A**



May 25, 2017

Metro Regional Center  
600 NE Grand Ave  
Portland, OR 97232-2736  
Grants Review Committee

Subject: Letter of Commitment for the Hillside Master Plan Proposal. Metro 2040 Planning and Development Grants

Dear Grants Review Committee,

The City of Milwaukie is pleased to partner with the Housing Authority of Clackamas County on their proposal to complete a Master Plan for the Hillside Public Housing community. The completion of a Master Plan for this site will provide a comprehensive vision for redevelopment of a valuable community asset that provides stable, affordable housing to over 300 low-income citizens of Milwaukie. Through the City's Community Development Department, in-kind staff support in the amount of \$12,400, or 110 hours is being pledged towards the Hillside Master Plan. The Director of Community Development and the Development Project Manager will assist throughout the planning process by offering staff expertise and involvement in the following areas:

- Ensuring that development goals align with affordable housing production and economic development benchmarks for the City;
- Serving as a liaison to the broader community of stakeholders;
- Participating as a co-facilitator for the Technical Advisory group for the project; and
- Assisting with the analysis and development of plan features that impact surrounding sites, including transportation and infrastructure components.

The Master Plan for the Hillside community will serve as a transformational roadmap for equitable redevelopment that will allow both the Housing Authority of Clackamas and the City of Milwaukie to achieve shared affordable housing goals. We applaud Metro's consideration of investment in a plan that will preserve and create housing opportunities for a mix of incomes, incorporate mixed-use components, and improve site amenities and accessibility for current and future Milwaukie residents.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alma Flores', is written over the word 'Sincerely,'.

Alma Flores  
Community Development Director

## Metro Contract 935013 - Exhibit A



Chuck Robbins, Executive Director  
Housing Authority of  
Clackamas County



Metro Regional Center  
600 NE Grand Ave  
Portland, OR 97232-2736

June, 26<sup>th</sup>, 2017

Re: Letter of Commitment for the Hillside Master Plan Proposal. Metro 2040 Planning and Development Grants

Dear Grants Review Committee,

On behalf of the Housing Authority of Clackamas County, I'm pleased to submit this letter of commitment reflecting our in-kind and financial match contributions for the Hillside Master Plan for Housing Opportunity proposal.

The Housing Authority will provide in-kind staff match of at least 500 hours for project management of the Master Plan process. HACC development team members will oversee project consultants, manage the project budget, coordinate public engagement efforts, and ensure achievement of project deliverables.

In addition, the Housing Authority will provide up to \$25,000 in financial cash match to pay for the consultant fees associated with the Master Plan. This is anticipated to be used towards the Health Impact Assessment (HIA) consultant.

We are excited with the potential to complete the Master Plan for Housing Opportunity at the Hillside community. If executed, the plan will serve as a guide for comprehensive redevelopment of an affordable housing site with an emphasis on equitable and health-focused outcomes.

Sincerely,

Chuck Robbins  
Executive Director  
Housing Authority of Clackamas County

*Healthy Families. Strong Communities.*

P.O. Box 1510, 13930 S. Gain Street, Oregon City, OR, 97045-0510 • Phone (503) 655-8267 • Fax (503) 655-8676  
TDD 503-655-8639 [www.clackamas.us/housingauthority](http://www.clackamas.us/housingauthority)

Metro Regional Center  
600 NE Grand Ave  
Portland, OR 97232-2736  
June 12, 2017

Re: Letter of Commitment for the Hillside Master Plan Proposal. Metro 2040 Planning and Development Grants

Dear Grants Review Committee,

Clackamas County Public Health is pleased to partner with the Housing Authority of Clackamas County on their proposal to complete a Master Plan for the Hillside Public Housing community. The Master Plan presents an opportunity to complete a vision for the future of a site that is focused on outcomes that promote physical, mental, and community health best practices.

The mission of Clackamas County Public Health is to assure the conditions that make our residents healthy. We do this by providing environmental health inspections and licenses; assessing and developing policy; and providing access to care, infectious disease control, and education services to residents and businesses so they can prevent, respond, and take action to ensure healthy, clean, and safe places.

A critical step in making a community healthy is to develop pathways for our residents to contribute in policy and planning decisions that affect them. Under our partnership with the Housing Authority, we will conduct a Health Impact Assessment (HIA), which is a systematic community engagement and environmental assessment process to determine the factors most relevant to improving health outcomes and promoting wellness. The completion of an HIA for the Hillside Public Housing community will ensure that the Master Plan incorporates the perspectives and needs of Hillside residents into a public health best practice framework.

For the HIA portion of the Master Plan at the Hillside Community, Clackamas County Public Health is committing 100 (\$75/hr. = \$7,500) in-kind staff hours to conduct a comprehensive HIA (total hours to complete = 300). Public Health will also commit ongoing technical support while the Master Plan is under development.

We look forward to the potential that this project has to inform best practices around a health impact and equity focused Master Plan for redevelopment. Lessons learned from the Hillside Master Plan will prove replicable as a model for future Clackamas County projects and for other communities seeking to achieve health oriented development outcomes.

We thank you for your consideration of this proposal.

Sincerely,

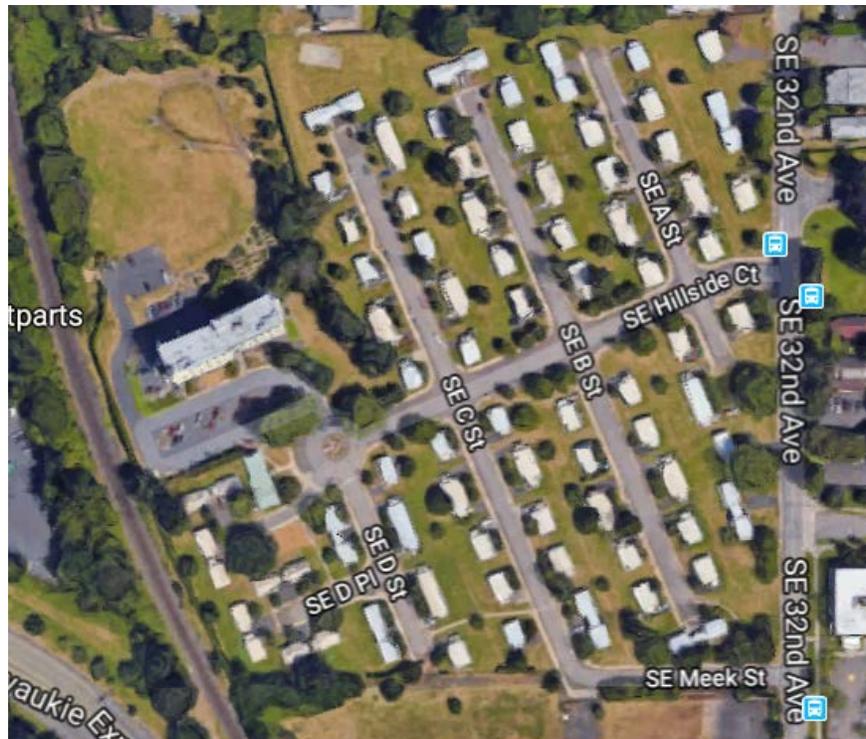


Dawn Emerick, EdD  
Director, Clackamas County Public Health

*Healthy Families. Strong Communities.*

**HOUSING AUTHORITY OF CLACKAMAS COUNTY  
OREGON CITY, OREGON**

**REQUEST FOR QUALIFICATIONS  
ARCHITECTURAL AND ENGINEERING SERVICES  
HILLSIDE MASTER PLAN FOR HOUSING OPPORTUNITY  
A, B, C, and D Streets, MILWAUKIE, OR 97222**



ISSUE DATE: MARCH 12<sup>TH</sup>, 2018

**DUE DATE: Thursday, April 26<sup>th</sup> by 5 PM**  
**LATE QUALIFICATIONS WILL NOT BE  
ACCEPTED**

*Healthy Families. Strong Communities.*

**REQUEST FOR QUALIFICATIONS**

**FOR MASTER PLANNING SERVICES FOR THE HILLSIDE MASTER PLAN FOR HOUSING OPPORTUNITY**

The Housing Authority of Clackamas County (HACC) requests qualifications from professional consultants to provide site design, zoning recommendations, public outreach and economic analysis services for the Hillside Master Plan.

**Issue Date:** March 12<sup>th</sup>, 2018  
**Closing Date:** **Thursday, April 26<sup>th</sup> by 5 PM**

Qualifications are to be delivered by email **ONLY** to the RFQ Contact. Late submittals will not be considered.

**Optional Site Visit:** April 3<sup>rd</sup>, 2018 at 1:00 pm  
Meeting place: 10203 SE D Street; Milwaukie, OR 97222

**Submit Qualifications to:** Housing Authority of Clackamas County  
Attention: Mary-Rain O’Meara

**By email:** momeara@clackamas.us

**RFQ Contact:** *For all questions, contact:*  
Mary-Rain O’Meara  
Housing Development Coordinator  
Housing Authority of Clackamas County  
Telephone: 503-650-3140  
Email: momeara@clackamas.us

**RFQ Schedule**

<b>Milestone</b>	<b>Date</b>
RFQ for Architectural services issued	March 12 <sup>th</sup> , 2018
Optional Site Visit	April 3 <sup>rd</sup> , 2018 at 1pm
<b>Deadline for Questions</b>	<b>April 5<sup>th</sup>, 2018 by 5 pm</b>
Issue Final Addendum (if necessary)	April 9 <sup>th</sup> , 2018 by 5 pm
<b>Qualifications Due to HACC</b>	<b>April 26<sup>th</sup>, by 5 pm</b>
Review and Select Design Team	By May 10 <sup>th</sup> , 2018
Conduct Interviews (if necessary)	Week of May 7 <sup>th</sup> , 2018
Award Announcement	Week of May 14 <sup>th</sup>
Contract Negotiations	May 14 <sup>th</sup> -June 7 <sup>th</sup>
County Board of Commissioners Meeting- Approval of Contract	June 21 <sup>st</sup> , 2018

Start Work	June 25 <sup>th</sup> , 2018
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## **I. INTRODUCTION**

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### **A. Purpose**

The Housing Authority of Clackamas County (HACC) requests qualifications from qualified and experienced professionals that can perform the Scope of Work as described below.

As a result of this solicitation, HACC intends to award a single contract to the most qualified team (“Design Team”) providing master planning services that will include architectural site design, zoning recommendations, public outreach efforts, economic analysis and related services for the Hillside Master Plan in Milwaukie, Oregon.

### **B. Housing Authority of Clackamas County**

HACC is a division of the Clackamas County Department of Health, Housing and Human Services and is governed by a Board of Commissioners made up of the Clackamas County Board of Commissioners plus one Housing Authority Resident Commissioner. With an annual operating budget of approximately \$18 million, HACC maintains (545) public housing units, (1,651) Housing Choice Vouchers, and (357) units of affordable and special needs housing.

### **C. Project Description**

HACC is seeking a Design Team to lead the Master Plan efforts to redevelop a 16-acre campus into a mixed-use, mixed-income community. The resulting Master Plan shall identify the steps necessary to transform the existing underutilized site into a vibrant community that provides stable, affordable housing options within the Milwaukie community.

The goal of the Hillside Master Plan for Housing Opportunity is to lay the groundwork and design a roadmap describing a mixed-use, mixed-income neighborhood that will be implemented in phases. The plan will be a comprehensive assessment of the economic opportunities, community needs and integrated design goals. The success of the Master Plan design effort will hinge on a comprehensive and diverse public engagement process, designed to solicit feedback from current residents, the surrounding neighborhood, local business, city officials and other stakeholders. It is HACC’s goal to develop a Master Plan that will ultimately result in a comprehensive, phased development with supportive, mixed-income housing and economically vital small businesses that will be a model for sustainable development.

A ‘Health Impact Analysis’ (HIA) and City of Milwaukie Comprehensive Plan Update will be running concurrently alongside the Design Team’s Master Plan efforts. The HIA Team will be under separate contract and managed by the Clackamas County Health Department. It is expected that a coordinated public outreach effort will be developed by the Design Team and HIA Team together to gather data and solicit feedback that will support both efforts. It is a goal of the HIA to inform and strengthen the Master Plan efforts. In addition, the City of Milwaukie will be conducting a Comprehensive Plan Update during the Master Plan design efforts. It is expected that the Design Team will coordinate with the City of Milwaukie to identify appropriate zoning designations and strategy for the property as well as enhanced transit and pedestrian access, opportunities for economic development and potential locations for public green space.

The need for affordable housing in Clackamas County is great. HACC currently has a wait-list of 4,228 households, but only owns 900 housing units. Current residents at the Hillside community represent historically disenfranchised communities, including households that are low-income, represent a minority and include seniors or individuals with disabilities. The intention for this project is to lay the foundation for community revitalization, increased housing density, improved site amenities, and to incorporate meaningful input from public housing residents and other stakeholders.

HACC intends to create a Master Plan that will provide the Hillside community with a variety of redevelopment opportunities. The envisioned Plan will provide a range of housing options in a neighborhood that has good access to services, jobs and transportation opportunities.

**D. Property Description**

Hillside is a 16-acre campus close to central Milwaukie. Located adjacent to SE 32<sup>nd</sup> Ave, the property is bounded by Providence Milwaukie (to the east), a redevelopment site formerly used as Murphy Plywood (to the south), railroad tracks (to the west) and a single-family residential neighborhood (to the north). The property is a short walk from neighborhood commercial facilities and is close to the North Milwaukie Industrial Area. The neighborhood is a classic example of an area in transition. It is surrounded by a diversity of uses, with immediate access to mass transit and an increasingly commercial influence on nearby connector streets.

The existing campus is composed of 100 single-level, duplex homes (built in the early 1940's as temporary housing), a 9-story, 100-unit, concrete tower (constructed in 1970), a small community building, play area and the infrastructure necessary to support the campus. The tower, referred to as Hillside Manor, will be undergoing a renovation phase (under separate contract) within the next 2-3 years, contingent upon funding availability. Hillside Manor and its immediately adjacent site improvements will be recognized within and coordinated into the resulting Hillside Master Plan. It is the intention of this planning effort to consider the property surrounding Hillside Manor, referred to as Hillside Park, and the vacant lot to the north of the Manor, for its redevelopment opportunities.

**E. Financing**

The Master Plan effort has been funded through a 2040 Planning and Development grant administered by Metro.

HACC intends to use the resulting Master Plan to leverage federal, state and local funding, which might include Low Income Housing Tax Credits (LIHTC), New Market Tax Credits (NMTC), and other opportunities.

HACC has received approval from the US Department of Housing and Urban Development (HUD) to pursue the project under a program called the Rental Assistance Demonstration (RAD). RAD allows housing authorities to convert public housing properties into mixed finance affordable housing developments.

**F. Project Stakeholders**

In addition to the Design Team proposed in this RFQ, the Project Stakeholders will be an important

part of the Development Team. It is expected that various Project Stakeholders will be brought into the design efforts as appropriate through focus groups, a monthly Technical Advisory Committee (TAC) as well as regular Development Team meetings. Project Stakeholders include:

- HACC staff– leading the overall Master Plan effort as the Project Owner and Building Operator
- Current residents of both Hillside Manor and Hillside Park
- Clackamas County Public Health Department – managing the HIA efforts
- City of Milwaukie’s Community Development Department – conducting the City of Milwaukie Comp Plan Update process
- Providence Milwaukie – participating in process to explore assisted senior and work-force housing opportunities that might be a part of any new development
- Neighbors in the surrounding Ardenwald neighborhood
- Metro – providing project oversight and advice
- Financial Consultant – providing funding and financial feedback

## **II. SCOPE OF SERVICES**

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### **A. Overview**

The most qualified Design Team will be selected to provide master planning efforts, which will include architectural site design, zoning recommendations, public outreach efforts, economic analysis and related services for the Hillside Master Plan based on the specific scope of services outlined in *Section II Part D – Work Scope*. The Design Team needs to exhibit strong qualifications, experience and expertise, either through in- house staff or sub-consultants, to provide the professional services required to meet the project’s scope of work and schedule.

### **B. Design Team**

The successful Design Team, either through in-house or sub-consultants, shall provide HACC with professional services in the following areas (additional expertise to satisfy requested scope of services based on Design Team’s input is welcome):

- Site and Master Planning
- Architecture
- Civil Design
- Landscape Design
- Cost Estimator
- Land Use
- Economic Consultant
- Traffic Consultant
- Public Engagement

### **C. Anticipated Project Schedule**

It is expected that schedule milestones will be refined with the selected Design Team. Below is a general understanding of how the project might unfold:

- |                              |               |
|------------------------------|---------------|
| ▪ Project Start-Up           | June, 2018    |
| ▪ Outreach Plan Finalized    | August, 2018  |
| ▪ Zoning Analysis Completed  | August, 2018  |
| ▪ Needs Assessment Completed | October, 2018 |

- |                                      |                |
|--------------------------------------|----------------|
| ▪ Design Charrette                   | October, 2018  |
| ▪ Preferred Design Concept Draft     | December, 2018 |
| ▪ Revised Design Concept             | April, 2019    |
| ▪ Community Master Plan Presentation | May, 2019      |
| ▪ Project Completion                 | June, 2019     |

#### **D. Work Scope**

HACC is looking for professional services from qualified architectural and related services consultants to prepare a Hillside Master Plan for Housing Opportunity. When performing work under the Contract, the selected Consultant(s) must meet the highest standards prevalent in the industry most closely related to the services described below. Typical services include, but are not limited to:

##### **1. Public Engagement**

Public engagement for the Master Plan process will consist of resident and community focus groups, design workshops, coordination with a Technical Advisory Committee (TAC) as well as regular Development Team meetings. Additional outreach and engagement strategies may be utilized including online or in person surveys and interviews with key stakeholders. Success for these activities will be measured by the frequency and variety of engagement opportunities, the diversity and quantity of stakeholder input and the integration of community preferences into the final Master Plan design.

- Assist HACC with the design and outreach for the public engagement efforts.
- Conduct public outreach efforts to identify the community's needs and solicit specific pieces of feedback. Obtain input from Project Stakeholders as well as the public-at-large to identify program goals and development opportunities.
- Reach out to existing residents and potential future user groups to identify preferences for housing, type, design features, meaningful sustainability efforts, amenities that promote healthy living and site planning options that enhance community connectivity.
- Evaluate feedback, test feasibility and incorporate input as appropriate into design.

##### **2. Design Concept**

The proposed Master Plan should be a reflection of community needs, marketable trends and forward- thinking sustainable design. The public input process as well as potential revisions to the Milwaukie Comprehensive Plan will inform the resulting Master Plan whose design should be inspirational as well as viable.

- Compare current zoning opportunities and make recommendations for up-zoned designations as a part of City of Milwaukie's Comprehensive Plan Update to achieve Plan goals.
- Conduct site evaluation studies of existing property, including infrastructure, building and site amenity assessments. Review nearby existing uses and opportunities. Coordinate with the Development Team to ensure that Owner's site consultants provide appropriate information that will be useful in design efforts.
- Consider and evaluate options for building uses, unit sizes and counts, building types, site amenities, infrastructure upgrades and phases of development. Make recommendations based on current needs and anticipated future trends.
- Develop and evaluate sustainability goals for the property. Explore feasibility of expanding existing community gardens, developing renewable energy sources, installing creative

stormwater elements, incorporating creative transportation opportunities as well as other sustainability efforts as a part of the Master Plan design. Evaluate OHCS certification options for sustainable communities and make recommendation on most appropriate strategy.

- Develop a project goal statement and development program based on community engagement efforts, coordination with City of Milwaukie’s planning staff and health impact recommendations.
- Prepare concept design options illustrating project goals and development program. Identify potential opportunities and constraints for each option for public review.
- Coordinate and conduct community design workshops to refine design and development priorities.
- Refine preferred concept design into a site plan with targeted development goals. Identify necessary zone changes and infrastructure improvements necessary to successfully implement Master Plan.
- Prepare a Traffic Impact Study to inform the City of Milwaukie’s Comp Plan update process.
- Coordinate with the City of Milwaukie to align the Comprehensive Plan update with proposed Master Plan development.
- Throughout the process, refine and update the Master Plan based on input received from the HIA process and feedback from HACC’s financial consultant.
- Develop a phasing plan, highlighting infrastructure, site amenities and building improvements.

### **3. Economic Impact Analysis**

An iterative process, the Economic Impact Analysis should involve input from HACC, project partners, residents and other interested parties. The resulting recommendations will be reflected in the proposed Design Concept.

- Conduct analysis identifying job creation, tax impacts and overall economic stimulus generated through implementation of the Master Plan design.
- Test design concept assumptions based on marketability and need within projected economic climate.

## **III. SUBMISSION REQUIREMENTS**

---

### **A. Minimum Requirements**

To be qualified to respond, firms must possess at least five (5) years of recent and relevant experience.

Respondents must not be debarred, suspended, or otherwise ineligible to contract with HACC, and must **not** be included on the General Services Administration’s “List of Parties Excluded From Federal Procurement and Non- Procurement Programs” or the Department of Housing and Urban Development’s “Limited Denial of Participation” list.

In addition, respondents must have current and active registration in the State of Oregon Business Registry. Firms must be licensed (if required by law) based on professional discipline.

### **B. General**

Brevity is strongly encouraged. Respond only to items listed below and include only relevant information. The reviewers will not consider materials that are not requested below.

Once submitted, no additions, deletions, or substitutions may be made to written qualifications.

**C. Format Requirements**

Submittals will only be received by the RFQ Contact via email. Please consider this format when assembling the submittal:

- a. An 8.5" X 11" format, either vertical or horizontal; and
- b. A font size no smaller than 10 points.

**D. Submission Requirements**

To be considered responsive and responsible, each respondent shall respond to the following requirements. Responses must be specific and complete unto themselves. Any submittal that, in the opinion of HACC, does not fully and completely address these requirements will not be reviewed. **Limit your proposal to the equivalent of (30) single-sided pages.** Page limit does not include cover letter and/or required attachments.

**1. Cover Letter**

Limit letter to a maximum of two (2) pages. Introduce your firm and describe your general philosophy and relevant experience for the contemplated work. The letter must be signed by a person with ownership interest in the company.

**2. Lead Firm and Consultant Team Description**

- a. Discuss the Lead Firm's history, size and organizational structure. Include names of all persons with ownership interest in the company and their titles/roles. Describe the in-house services Lead Firm will provide for project.
- b. Provide resumes of key personnel for the Lead Firm. Include title and relevant project experience. Identify the Project Manager for the Architectural Team.
- c. Describe the Consultant Team members by discipline including role on the Design Team and experience with the Lead Firm. Identify staff who will be working on this project and their relevant project experience.

**3. Relevant Project Experience**

Describe the Lead Firm's recent and relevant project experience on a minimum of three projects that describe the Lead Firm's experience with the following aspects:

- a. Describe previous projects that are similar in scope to the project described. Projects should illustrate your firm's experience on community master planning efforts, especially those that include affordable housing projects.
- b. Identify Consultant Team members who participated in each project.
- c. Provide project examples describing Consultant Team member's relevant experience to complete their assigned role.

**4. Project Understanding**

Describe the Lead Firm's understanding of the project and its unique needs. Please identify your firm's (or as appropriate, the Consultant Firm's) approach towards the following project components and describe any projects that may involve the following scope:

- a. Public Involvement
- b. Community Master Plan design efforts
- c. Designing communities that include mixed-income and affordable housing
- d. Economic Needs Assessment
- e. City Comprehensive Plan Updates
- f. Sustainable Building and Community Design

**5. Diversity in Employment and Contracting**

The firm submitting a proposal shall be aware of the HACC goals of consistency with Presidential Executive Orders 11625, 12138 and 12432 and Section 3 of the HUD Act of 1968. The HACC goal is to make efforts to ensure that small and minority-owned business, women’s business enterprises, labor surplus area business, and individuals or firms located in or owned in substantial part by persons residing in the area of a HACC project are used when possible.

HACC encourages the use of minority-owned businesses, woman-owned businesses, businesses that service disabled veterans own and emerging small businesses, as defined under State law in ORS Chapter 200 and as certified by the Certification Office of Business Inclusion and Diversity (referred to here as COBID Certified Businesses) to the maximum extent practical.

Indicate whether your proposal includes subcontractors. If your proposal does not include subcontractors, complete Section 1 only. If your proposal does include subcontractors, complete both Section 1 and Section 2. If you are proposing an alternative approach to equity contracting in the scope of the project, please complete Section 3.

*Section 1: To be completed by all proposers*

- **Certification:** Is your firm a COBID Certified Business? If yes, indicate all certification types and your firm’s certification number.
- **Demographics:** Describe the diversity in demographics of the proposal team (yourself, your firm and/or any proposed subcontractors). Include race, gender, veteran status and disability. You may also include other measures of diversity, as defined in Section 5 above. Identify the diverse nature of the people that will perform work in substantive roles and percentage of work on this project.
- **Support:** Describe specific examples of how you and/or your firm support workforce diversity within your firm and/or your local community.

*Section 2: To be completed by proposers utilizing subcontractors for this project*

- **Subcontractor Information:** Provide the following information for each subcontractor included in this project team:
  - Firm’s name
  - Is the subcontractor a COBID Certified Business? If yes, indicate the state of certification, all certification types and subcontractor’s certification number.
  - Method of choosing identified subcontractor
  - Specific scope of work tasks
  - Percentage of project dollars

*Section 3: To be completed by proposers with an alternative approach to Equity Contracting*

- **Description of alternative approach to equity contracting:** Please describe the approach your firm will take to ensure that the Diversity and Equity in employment and contracting goals are achieved within the scope of the project.

**6. References**

Provide (3) references, previous and/or current. References shall include the following information:

- a. Name, title, mailing address, current phone number and email address of contact.
- b. Description of services provided and date the project was completed.

**7. Required Forms**

The following forms must be fully completed and signed by the appropriate person and included in the qualifications package:

- a. Lobbying Certificate
- b. Debarment Certificate
- b. Form HUD 5369-B: Instructions to Offerors Non-Construction
- c. Form HUD 5369-C: Certifications and Representations of Offerors – Non-Construction Contract
- d. Form HUD 5370-C: General Conditions for Non-Construction Contracts

**IV. EVALUATION**

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**A. Method of Award**

HACC is utilizing a Qualifications-Based selection process to select the most qualified Design Team. HACC will appoint a Review Committee who will evaluate the written responses to the RFQ and shall apply the evaluation criteria and scoring set forth below. The Committee will rank the submittals from highest to lowest. If there are two or three firms with a similar ranking, HACC reserves the right to conduct interviews with the selected Design Teams. The week of May 7th has been set aside as potential days to interview Design Teams. HACC will notify the appropriate teams regarding selection and/or interviews as quickly as possible.

Once a selection has been made, HACC will then open negotiations with the top-ranked firm with the intention of reaching an agreement on a fair and reasonable price for the provision of services outlined in Specific Scope of Services. If an agreement cannot be reached, HACC will terminate negotiations with the top-ranked firm and open negotiations with the next ranked firm. HACC will proceed with this process until an agreement at a fair and reasonable price can be reached with a qualified Design Team.

HACC anticipates executing a contract for the Master Plan as outlined in *Section II Part D – Work Scope*.

**B. Site Visit**

While the site visit is not mandatory, it is highly recommended that firms intending to submit a proposal

to this RFQ attend the meeting as scheduled.

**C. Evaluation Criteria**

<b>Submission Requirement</b>	<b>Points</b>
Cover Letter	5
Firm Strength & Experience of Team Assigned	25
Relevant Project Experience	25
Project Understanding	20
MBE/WBE/DBE Firm and Commitment to Racial Equity	15
Clarity and Conciseness of Proposal	10
<b>Total</b>	<b>100</b>

**D. Questions and Comments**

Any respondent requiring clarification of the information must submit specific questions or comments to the RFQ contact via email. **The deadline for submitting such questions is 5:00 April 5th.** If in HACC’s opinion, additional information or interpretation is necessary; such information will be supplied in the form of an Addendum that will be posted to the HACC website:

<http://www.clackamas.us/housingauthority/bids.html>

Such addenda shall have the same binding effect as though contained in the main body of the Request for Qualifications. Oral instructions given to prospective respondents by HACC employees or its agents shall not bind HACC. All Addenda shall be issued by HACC not less than three (3) calendar days prior to the qualifications deadline.

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**A. Award of Contract; Clarification or Rejection of Qualifications**

HACC will evaluate qualifications and will rate qualifications using the scoring methodology described in Section IV of this document.

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HACC reserves the right to reject the proposal of any proposer including those who have previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract, or who has neglected the payment of bills or otherwise disregarded their obligations to subcontractors, material suppliers, or employees. HACC also reserves the right to reject the proposal of any proposer listed in the current issue of “List of Parties Excluded from Federal Procurement and Non-procurement Programs” U.S. General Services Administration, Office of Acquisition Policy or listed in the HUD Limited Denial of Participation, current edition.

Professional services contracts will not have terms exceeding five years without HUD Approval.

The successful firm shall sign and file with HACC all documents necessary to the successful execution of the contract within ten calendar days after the notice of award.

**B. Right to Protest**

Any actual proposer who is adversely affected or aggrieved by HACC’s award of the contract to another proposer on the same solicitation shall have fourteen (14) calendar days after notice of intent to award has been issued to submit to the Executive Director a written protest of the award. The written protest shall specify the grounds upon which the protest is based. A protest must meet the requirements of ORS 279B.410. HACC will not entertain protests submitted after the time period established in this rule.

**C. Insurance Requirements**

Prior to executing a contract, the consultant team shall provide the following documents:

1. Proof of \$1,000,000 per occurrence (\$2,000,000 general aggregate) general liability insurance,
2. Proof of \$1,000,000 automobile liability insurance,
3. Proof of \$1,000,000 combined single limit per occurrence (\$2,000,000 general annual aggregate) professional errors and omissions liability insurance,
4. Proof of \$1,000,000 employers liability insurance,
5. Proof of Worker’s Compensation insurance, and

All required insurance other than Professional Liability, Worker’s Compensation, and Personal Automobile Liability shall include the “Housing Authority of Clackamas County, its agents, officers, and employees” as an additional insured.

**D. Cancellation**

HACC reserves the right to cancel or reject any or all Qualifications, and to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in HACC’s best interest. In no event shall HACC have any liability for cancellation of award.

**E. Cost of Preparation**

Costs incurred by respondents in preparation of a response to this RFQ shall be borne by the respondents.

**F. References**

HACC reserves the right to investigate references including other than those listed in the response to this RFQ. Investigation may include past performance of any consultant team member with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule or on budget, and its lawful payment of subcontractors, employees, and workers. If demanded by HACC, supportive references must be furnished.

**G. Confidentiality**

Qualifications are public records. All information submitted by respondents shall be public record and

subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposal for which respondent requests exception from disclosure consistent with Oregon Law. All requests shall be in writing, noting specifically which portion of the proposal the respondent requests exception from disclosure.

Respondents shall not copyright, or cause to be copyrighted, any portion of any said document submitted to the HACC as a result of this RFQ.

**VI. EXHIBITS**

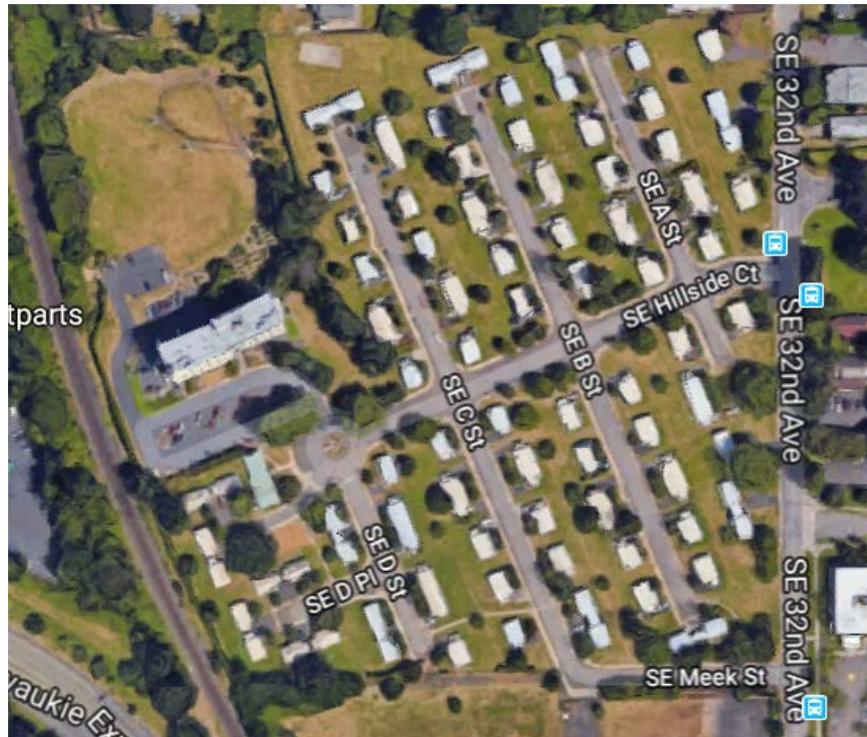
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- E. Form HUD 5370-C: General Conditions for Non-Construction Contracts
- F. Model Professional Services Contract
- G. Hillside Park site plan
- H. Map of property location
- I. Metro Grant Application Narrative

- END -

**HOUSING AUTHORITY OF CLACKAMAS COUNTY  
OREGON CITY, OREGON**

**REQUEST FOR QUALIFICATIONS  
HEALTH IMPLICATIONS/IMPACT ASSESSMENT CONSULTANT  
HILLSIDE MASTER PLAN FOR HOUSING OPPORTUNITY**



ISSUE DATE: MARCH 12<sup>TH</sup>, 2018

**DUE DATE: Thursday, April 26<sup>th</sup> by 5 PM**  
**LATE QUALIFICATIONS WILL NOT BE ACCEPTED**

*Healthy Families. Strong Communities.*

# Metro Contract 935013 – Exhibit B

## REQUEST FOR QUALIFICATIONS FOR HEALTH IMPLICATIONS/IMPACT ASSESSMENT (HI/IA) FOR THE HILLSIDE MASTER PLAN FOR HOUSING OPPORTUNITY

The Housing Authority of Clackamas County (HACC) requests qualifications from professional consultants to prepare a Health Implications/Impact Assessment as a part of a larger site design/master planning effort.

**Issue Date:** March 12<sup>th</sup>, 2018  
**Closing Date:** **Thursday, April 26<sup>th</sup> by 5 PM**

Qualifications are to be delivered by email **ONLY** to the RFQ Contact. Late submittals will not be considered.

**Submit Qualifications to:** Housing Authority of Clackamas County  
Attention: Mary-Rain O’Meara

**By email:** momeara@clackamas.us

**RFQ Contact:** *For all questions, contact:*  
Mary-Rain O’Meara  
Housing Development Coordinator  
Housing Authority of Clackamas  
County Telephone: 503-650-3140  
Email: momeara@clackamas.us

### RFQ Schedule

Milestone	Date
RFQ for HIA issued	March 12 <sup>th</sup> , 2018
<b>Deadline for Questions</b>	<b>April 5<sup>th</sup>, 2018 by 5 pm</b>
Issue Final Addendum (if necessary)	April 9 <sup>th</sup> , 2018 by 5 pm
<b>Qualifications Due to HACC</b>	<b>April 26<sup>th</sup>, by 5 pm</b>
Review and Select Consultant	By May 10 <sup>th</sup> , 2018
Conduct Interviews (if necessary)	Week of May 7 <sup>th</sup> , 2018
Award Announcement	Week of May 14th
Contract Negotiations	May 14th-June 7th
Start Work	June, 2018

## I. INTRODUCTION

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### A. Purpose

The Housing Authority of Clackamas County (HACC) requests qualifications from qualified and experienced professionals that can perform the Scope of Work as described below.

As a result of this solicitation, HACC intends to award a single contract to the most qualified team (“HIA Consultant”) providing health impact assessment services that will identify potential effects, both positive and negative, related to the potential implementation of a site/master plan for Hillside Park in Milwaukie, Oregon.

### B. Housing Authority of Clackamas County

HACC is a division of the Clackamas County Department of Health, Housing and Human Services and is governed by a Board of Commissioners made up of the Clackamas County Board of Commissioners plus one Housing Authority Resident Commissioner. With an annual operating budget of approximately \$18 million, HACC maintains (545) public housing units, (1,651) Housing Choice Vouchers, and (357) units of affordable and special needs housing.

### C. Project Description

HACC, working closely with the Clackamas County Public Health Division, is seeking an HIA Consultant to lead the efforts to study and assess the potential effects of implementing a proposed site design/master plan. The Master Plan design process will be running alongside the HI/IA process.

The goal for the Master Plan efforts (under separate contract) will be to redevelop a 16-acre campus into a mixed-use, mixed-income community. The planning process will be a comprehensive assessment of the economic opportunities, community needs and integrated design goals. It is HACC’s goal to develop a Master Plan that will ultimately result in a comprehensive, phased development with supportive, mixed-income housing and economically vital small businesses that will be a model for sustainable development.

The success of the Master Plan design effort will hinge on a comprehensive and diverse public engagement process, designed to solicit feedback from current residents, the surrounding neighborhood, local business, city officials and other stakeholders. It is expected that a coordinated public outreach effort will be developed by the Master Plan Design Team and HIA Consultant together to gather data and solicit feedback that will support both efforts.

The need for affordable housing in Clackamas County is great. HACC currently has a wait-list of 4,228 households, but only owns 900 housing units. Current residents at the Hillside community represent historically disenfranchised communities, including households that are low-income, represent a minority and include seniors or individuals with disabilities. The intention for this project is to lay the foundation for community revitalization, increased housing density, improved site amenities, and to incorporate meaningful input from public housing residents and other stakeholders.

### D. Property Description

Hillside is a 16-acre campus close to central Milwaukie. Located adjacent to SE 32<sup>nd</sup> Ave, the property is

bounded by Providence Milwaukie (to the east), a redevelopment site formerly used as Murphy Plywood (to the south), railroad tracks (to the west) and a single-family residential neighborhood (to the north). The property is a short walk from neighborhood commercial facilities and is close to the North Milwaukie Industrial Area. The neighborhood is a classic example of an area in transition. It is surrounded by a diversity of uses, with immediate access to mass transit and an increasingly commercial influence on nearby connector streets.

The existing campus is composed of 100 single-level, duplex homes (built in the early 1940's as temporary housing), a 9-story, 100-unit, concrete tower (constructed in 1970), a small community building, play area and the infrastructure necessary to support the campus. The tower, referred to as Hillside Manor, will be undergoing a renovation phase (under separate contract) within the next 2-3 years, contingent upon funding availability.

#### E. Financing

The HIA effort has been funded through a 2040 Planning and Development grant administered by Metro.

#### F. Project Stakeholders

In addition to the HIA Consultant Team proposed in this RFQ, a variety of Project Stakeholders have been identified that would potential be involved in the HIA assessment and include:

- HACC staff– leading the overall Master Plan effort as the Project Owner and Building Operator
- Current residents of both Hillside Manor and Hillside Park
- Clackamas County Public Health Department – managing the HIA efforts
- City of Milwaukie's Community Development Department – conducting the City of Milwaukie Comprehensive Plan Update process
- Providence Milwaukie – participating in process to explore assisted senior and work-force housing opportunities that might be a part of any new development
- Neighbors in the surrounding Ardenwald neighborhood
- Metro – providing project oversight and advice
- Financial Consultant – providing funding and financial feedback

## II. SCOPE OF SERVICES

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### A. Overview

The most qualified HIA Consultant will be selected to provide health impact assessment efforts, which will include the specific scope of services outlined in *Section II Part C – Work Scope*. The HIA Consultant needs to exhibit strong qualifications, experience and expertise, either through in- house staff or sub-consultants, to provide the professional services required to meet the project's scope of work and schedule.

### B. Anticipated Project Schedule

It is expected that schedule milestones will be refined with the selected HIA Consultant. Below is a general understanding of how the project might unfold:

- |                           |               |
|---------------------------|---------------|
| • Project Start-Up        | June, 2018    |
| • Outreach Plan Finalized | August, 2018  |
| • Design Charrette        | October, 2018 |

- Community Master Plan Presentation
- Project Completion

May, 2019

June, 2019

### C. Work Scope

HACC is looking for professional services from qualified Health Impact Assessment and related field consultants to prepare a Hillside Housing Opportunity Health Implications/Impact Assessment (HI/IA). When performing work under the Contract, the selected Consultant(s) must meet the highest standards prevalent in the industry most closely related to the services described below. Services include, but are not limited to:

#### 1. Health Implications/Impact Assessment Development and Implementation

The proposed assessment should be a reflection of scientific data, health expertise, and public input to identify the potential effects, both positive and negative, of the project. The assessment should incorporate multiple data sources and analytic methods, and consider input from community members, residents, experts, and other stakeholders to identify potential health impacts and how those impacts might be distributed within the population. The concept will also take place in collaboration with an outreach plan as conducted by HACC contractors and staff. The HI/IA developed will be used to inform decisions around the Hillside Master Plan for Housing Opportunity. The HI/IA concept development and implementation will include but is not limited to:

- a. Refining assessment scope based on housing project scope
- b. Assessment of positive and negative health effects
- c. Recommending mitigations and alternatives
- d. Reporting and communication
- e. Monitoring
- f. Collaboration with multi-sectoral development stakeholders

#### 2. Public Engagement

Public engagement for the Master Plan process will be led by HACC. It will consist of resident and community focus groups, design workshops, coordination with a Technical Advisory Committee (TAC) as well as regular Development Team meetings. Additional outreach and engagement strategies may be utilized including online or in person surveys and interviews with key stakeholders. The HI/IA Assessment Consultant will work with HACC and its Master Planning consultants to incorporate outreach components of the HI/IA assessment into the Master Plan public engagement process. This may include but is not limited to:

- Coordinate with HACC and project consultants on the design and outreach for the public engagement efforts.
- In coordination with HACC, participate in public outreach and communications to assess health impact and community needs.
- Evaluate feedback and make proposals for incorporation of input into design as appropriate.

#### 3. Staff Capacity Building

The HI/IA consultant will work closely with Clackamas County Public Health Division staff in development of the HI/IA Concept. This process will include some provision of capacity building around HI/IA development and implementation aspects, such as sharing presentations about the health implications/impact assessment and developing reports on completed HI/IA.

### **III. SUBMISSION REQUIREMENTS**

---

#### **A. Minimum Requirements**

To be qualified to respond, firms must at a minimum possess.

- At least five (3) years of recent and relevant experience leading Health Impact Assessments.
- At least (2) years of related public or community health experience
- At least (2) years of experience in community outreach and engagement
- Respondents must not be debarred, suspended, or otherwise ineligible to contract with HACC.

Preferred qualifications will be granted to applicants who can demonstrate:

- Experience leading Health Impact Assessments with housing, transportation, or urban planning emphasis
- A graduate degree in Public Health, Urban Planning, or related field

#### **B. General**

Brevity is strongly encouraged. Respond only to items listed below and include only relevant information. The reviewers will not consider materials that are not requested below.

Once submitted, no additions, deletions, or substitutions may be made to written qualifications.

#### **C. Format Requirements**

Submittals will only be received by the RFQ Contact via email. Please consider this format when assembling the submittal:

- a. An 8.5" X 11" format, either vertical or horizontal; and
- b. A font size no smaller than 10 points.

#### **D. Submission Requirements**

To be considered responsive and responsible, each respondent shall respond to the following requirements. Responses must be specific and complete unto themselves. Any submittal that, in the opinion of HACC, does not fully and completely address these requirements will not be reviewed. **Limit your proposal to the equivalent** of (15) single-sided pages. Page limit does not include cover letter references, and/or required attachments.

##### **1. Cover Letter**

Limit letter to a maximum of two (2) pages. Introduce and describe your general philosophy and relevant experience for the contemplated work. The letter must be signed by applicant.

##### **2. Consultant Description**

- a. Discuss consultant background, education, history, and ability to conduct place-based Health Impact Assessments.
- b. Provide consultant resume(s). Include title and relevant project experience.

##### **3. Ability to Meet Minimum and Preferred Qualifications**

Describe ability to meet minimum and preferred qualifications listed in minimum requirements above.



#### 4. Relevant Project Experience

Describe the recent and relevant project experience on a minimum of three projects that describe the experience with the following aspects:

- a. Describe previous projects that are similar in scope to the project described. Projects should illustrate your experience with place based Health Impact Assessments, especially those that include affordable housing projects and diverse communities.
- b. Describe your ability to conduct HIAs as part of a multidisciplinary planning team, coordinating with stakeholders and developers for multiple sectors.
- c. Describe a challenge encountered during an HIA and how it was dealt with to achieve goals of HIA.
- d. Experience and ability to build staff HIA capacity.

#### 5. Project Understanding

Please briefly describe your understanding of health impact assessments as they relate to housing, city planning, and low-income communities. Please briefly describe your understanding of place based HIAs as they relate to the following:

- Screening for HIA use
- Scoping
- Assessment of Health Effects
- Recommending Mitigations and Alternatives
- Reporting and Communication
- Monitoring
- Provision of capacity building
- Collaboration with multi-sectoral development stakeholders in development and implementation of community outreach

#### 6. Diversity in Employment and Contracting

The firm submitting a proposal shall be aware of the HACC goals of consistency with Presidential Executive Orders 11625, 12138 and 12432 and Section 3 of the HUD Act of 1968. The HACC goal is to make efforts to ensure that small and minority-owned business, women's business enterprises, labor surplus area business, and individuals or firms located in or owned in substantial part by persons residing in the area of a HACC project are used when possible.

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Indicate whether your proposal includes subcontractors. If your proposal does not include subcontractors, complete Section 1 only. If your proposal does include subcontractors, complete both Section 1 and Section 2. If you are proposing an alternative approach to equity contracting in the scope of the project, please complete Section 3.

Section 1: *To be completed by all proposers*

- **Certification:** Is your firm a COBID Certified Business? If yes, indicate all certification types and your firm's certification number.

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- **Support:** Describe specific examples of how you and/or your firm support workforce diversity within your firm and/or your local community.

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- **Subcontractor Information:** Provide the following information for each subcontractor included in this project team:
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- **Description of alternative approach to equity contracting:** Please describe the approach your firm will take to ensure that the Diversity and Equity in employment and contracting goals are achieved within the scope of the project.

## 7. References

Provide (3) references, previous and/or current. References shall include the following information:

- a. Name, title, mailing address, current phone number and email address of contact.
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necessary. HACC will notify the appropriate teams regarding selection and/or interviews as quickly as possible.

Once a selection has been made, HACC will then open negotiations with the top-ranked consultant with the intention of reaching an agreement. Funding for this project is currently set for \$25,000. If an agreement cannot be reached, HACC will terminate negotiations with the top-ranked consultant and open negotiations with the next ranked consultant. HACC will proceed with this process until an agreement can be reached with a qualified HIA Consultant.

HACC anticipates executing a contract for the HI/IA Project as outlined in *Section II Part C – Work Scope*.

## 2. Evaluation Criteria

Submission Requirement	Points
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- END -

## Metro Contract 935013 - Exhibit B



DAVID PAUL ROSEN & ASSOCIATES  
DEVELOPMENT, FINANCE AND POLICY ADVISORS

3941 Hendrix Street  
Irvine, California 92614-6637  
tel: 949.559.5650  
fax: 949.559.5706  
nora@draconsultants.com  
www.draconsultants.com

### **Hillside Master Plan Development and Financial Consultant Scope of Services**

David Paul Rosen & Associates (DRA) will prepare the Development and Feasibility Analysis for the Hillside Master Plan for Housing Opportunity, in conjunction with the preferred site and design plan and needs assessment prepared by the Architectural team. DRA will work with the Architectural team to prepare hard construction cost estimates for construction of the preferred design concept(s), along with estimates of total development costs, inclusive of off-site improvements required by the development, if any. DRA will prepare a development budget incorporating all soft costs along with a sources and uses analysis, phasing options and recommendations. DRA will assess the availability of proposed financing sources and the proposed project's competitiveness to secure these financing sources. Key assumptions include the developer fee, general partner and limited partner asset management fee, general contractor fee, rents, operating costs, replacement reserves, cash flow, residual receipts sharing, Low Income Housing Tax Credit projected pricing and underwriting for all debt and equity, including the interest rate, terms and conditions. The financial analysis will incorporate potential Rental Assistance Demonstration (RAD) program funding consistent with the Housing Authority's application to HUD.

DRA will submit a Draft Financial Analysis to Housing Authority staff for review and comment. Upon review of the draft financial analysis and incorporation of any changes to the preferred development program and design concept plan, DRA will prepare a final Development and Financial Feasibility Analysis and Plan. DRA Principals will remain available by phone throughout the project, and as requested for attendance at meetings and presentations with staff, the Commission and/or the Board.

**METRO CONTRACT 935013 - EXHIBIT C**

**Hillside Master Plan for Housing Opportunity**

**Project Milestones, Deliverables, and Disbursement of Grant Funds**

<b>Project milestone and specified grant deliverables</b>		<b>Date due*</b>	<b>Matching contributions</b>	<b>Grant payment</b>
1	<b>Execution of grant IGA</b> (Work initiated January 22, 2018) a) Preparation of project documents and negotiations b) Signed IGA document	March 31, 2018	Project staff: \$ 2,500	
2	<b>Project consultants and contract scoping</b> a) Determine RFP reviewers who will select consultants b) Select consultant team c) Finalize consultant scope and contract d) Establish revised milestones and deliverables	June 30, 2018	Project staff: \$ 2,500	
3-7+	<b>Project milestones to be determined</b>		Project staff: \$ 27,000 Partner staff: \$ 20,150 Consultants: \$ 25,000 Other: \$ 1,000	Consultants: \$ 203,300
8	<b>Commission hearings and action</b>		Project staff: \$ 1,000	Consultants: \$ 10,700
<b>GRANT PROJECT COMPLETION</b>			<b>Total Grantee Match</b>	<b>Total Grant Funding</b>
<ul style="list-style-type: none"> <li>All grant project deliverables submitted by grantee and approved by Metro</li> <li>All required fiscal documentation submitted or retained on file as appropriate</li> <li>Final reporting on grant performance measures submitted and approved by Metro</li> </ul>			Project staff: \$ 33,000 Partner staff: \$ 20,150 Consultants: \$ 25,000 Other in-kind: \$ 1,000	Consultants: \$ 214,000
			<b>TOTAL: \$ 79,150</b>	<b>TOTAL: \$ 214,000</b>

NOTE: Due dates are intended by the parties to be hard estimates of expected milestone completion dates. If the City anticipates that a due date cannot be met due to circumstances beyond its control, it shall inform Metro in writing no later than ten (10) days prior to the due date set forth above and provide a revised estimated due date; and Metro and the City shall mutually agree upon a revision to the milestone due dates set forth in this agreement.

March 15, 2018

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

**Resolution No. 1927: Approval to Apply to Oregon Housing and Community Services  
for 9% Low Income Housing Tax Credits for the Renovation of Hillside Manor**

<b>Purpose/Outcomes</b>	Approval to apply to Oregon Housing and Community Services (OHCS) for Low Income Housing Tax Credits (LIHTC) for the Renovation of Hillside Manor
<b>Dollar Amount and Fiscal Impact</b>	Preliminary estimate of \$7,500,000
<b>Funding Source(s)</b>	9% Low Income Housing Tax Credits - Oregon Housing and Community Services
<b>Duration</b>	Application is due April 16 <sup>th</sup> , 2018. If funded, construction on the project would begin in the spring of 2019.
<b>Previous Board Action</b>	The Board approved submission of a Rental Assistance Demonstration (RAD) application to HUD in October 19, 2017. The approval of the RAD application was contingent upon the Housing Authority seeking Low Income Housing Tax Credits in the next available funding opportunity.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Sustainable and affordable housing</li> <li>2. Ensure safe, healthy and secure communities</li> </ol>
<b>Contact Person</b>	Chuck Robbins, HACC Executive Director (503) 650-5666
<b>Contract Number</b>	N/A

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to submit a 9% Low Income Housing Tax Credit (LIHTC) application to the Oregon Housing and Community Services (OHCS) Department, for the rehabilitation of Hillside Manor.

LIHTC funding is being sought for the project in participation with the Rental Assistance Demonstration (RAD) program of the US Department of Housing and Urban Development. RAD allows Housing Authorities to convert Public Housing properties to a project based assistance model. Under this model the units move to a voucher like program and allows Public Housing Agencies to use the rental income to leverage public and private debt and equity in order to reinvest in the public housing stock.

The Housing Authority of Clackamas County received RAD approval from HUD in December 2017 for Hillside Manor, with the condition that the agency would seek funding for rehabilitation in the next LIHTC application round.

The LIHTC application is due to OHCS on April 16<sup>th</sup>, 2018. HACC is currently working with project consultants to finalize a scope of work and budget for the rehabilitation. While subject to

change pending further assessments, the budget submitted in the RAD application was \$7.5 million, with a scope of work including significant systems replacements such as plumbing, electrical, ventilation and interior improvements for the apartments and community areas throughout the building. Additional improvements will include new flooring, paint, appliances, cabinetry, and energy efficient upgrades to reduce utilities expenses and enhance livability within the building.

Temporary relocation of the residents will be necessary. We anticipate that the rehabilitation will occur by floor. We have included in the development budget funds to relocate the residents into either vacant units in Hillside Manor or into extended stay hotel rooms. We also have included for the packaging, transport and storage of personal belongings and furniture.

No County General Funds are involved.

**RECOMMENDATION:**

Staff recommends the Board approve the Resolution No. 1927 and the LIHTC application submission for the renovation of Hillside Manor.

Staff also recommends the Board authorize Chuck Robbins, HACC Executive Director, and Richard Swift, H3S Director, to sign the LIHTC documents for Hillside Manor on behalf of the Housing Authority of Clackamas County.

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services

In the Matter of Approval to Apply to Oregon  
Housing and Community Services for 9%  
Low Income Housing Tax Credits for the  
Renovation of Hillside Manor

RESOLUTION NO. 1927

WHEREAS The Housing Authority of Clackamas County, acting through its Board of Commissioners, at its regularly scheduled meeting, with a quorum present, did after due deliberation, authorize Chuck Robbins, Executive Director to apply to Oregon Housing and Community Services for funding for 100 units of affordable housing in a project to be known as Hillside Manor. The person(s) named on the Authorization and Acceptance Form are duly authorized to encumber, by this action, the Board of Commissioners accepts the responsibilities and requirements of any tax credit and/or grant or loan programs applied for in this application for this project. The site is located at 2889 SE Hillside Ct, Milwaukie, OR 97222.

Motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_

DATED THIS 15<sup>th</sup> DAY OF MARCH, 2018.

BOARD OF COMMISSIONERS FOR THE HOUSING AUTHORITY OF CLACKAMAS COUNTY

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

### 1.3 AUTHORIZATION AND ACCEPTANCE FORM

Owner/Board of Directors of: Housing Authority of Clackamas County  
Project Name: Hillside Manor  
Project Address: 2889 SE Hillside Ct, Milwaukie OR, 97222

**By this action the Owner/Board of Directors accepts the responsibilities and requirements of any tax credit, grant and loan programs applied for in this Application. In accordance with the corporation's by-laws, effective this date, authorization has been given by the Owner/Board of Directors to the following named parties:**

**1. To apply for programs, grants or loans in this application:** The undersigned, being duly authorized to submit this application on behalf of the named Applicant, hereby represents and certifies that all required documents have been submitted in this application packet, and that the information provided in this application, to the best of his/her knowledge, is true, complete, and accurately describes the proposed project. The undersigned further authorizes the release of project information to Oregon Housing and Community Services ("Department," "OHCS") from all financial partners listed in the Application and authorizes the Department to verify any Application information, including financial information, as required to complete its due diligence.

\_\_\_\_\_  
Signature  
Chuck Robbins  
Print Name

\_\_\_\_\_  
Housing Authority Executive Director  
Title

\_\_\_\_\_  
Date

**2. To execute all legal documents associated with tax credit, grant and loan programs (including the encumbrance of valuable property owned by the corporation).**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Housing Authority Executive Director  
Title

\_\_\_\_\_  
Health, Housing and Human Services Director  
Title

**3. To sign all draw requests, monthly progress reports and miscellaneous forms associated with the tax credit, grant and loan programs awarded to the project.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Executive Director  
Title

\_\_\_\_\_  
Health, Housing and Human Services Director  
Title

**Signed:**

\_\_\_\_\_  
Jim Bernard, Chair  
Owner/ Board Chair Name

\_\_\_\_\_  
Housing Authority of Clackamas County  
Board of Commissioners

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Is a Board Resolution required to authorize any of the above? (yes/no) \_\_\_\_ Yes \_\_\_\_ If "yes," include a copy of the Resolution with the Application.

March 15, 2018

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

Approval of Professional Services Contract with Scott Edwards Architecture (SEA) for  
Architecture and Engineering Services for the Renovation of Hillside Manor

<b>Purpose/Outcomes</b>	Approval of Housing Authority of Clackamas County (HACC) – Scott Edwards Architecture (SEA) Contract for Architecture and Engineering Services
<b>Dollar Amount and Fiscal Impact</b>	Not to exceed \$475,000 over a three-year period, contingent on awards and approvals from the U.S. Department of Housing and Urban Development and Oregon Housing and Community Services
<b>Funding Source(s)</b>	\$130,000 for predevelopment will be paid by HACC.  The balance of the contract will be paid from Low Income Housing Tax Credit proceeds, contingent upon a successful application and award from Oregon Housing and Community Services.  No County General Funds
<b>Duration</b>	March 15, 2018 through April 1, 2021
<b>Previous Board Action</b>	The Board approved submission of a Rental Assistance Demonstration (RAD) application to HUD in October 19, 2017. HUD approved the RAD application in December of 2017, with the renovation of Hillside Manor designated as the first project.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Efficient &amp; effective services</li> <li>2. Ensure safe, healthy and secure communities</li> </ol>
<b>Contact Person</b>	Chuck Robbins, HACC Executive Director (503) 650-5666
<b>Contract Number</b>	H3S Contract #8706

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to execute a Contract with Scott Edwards Architecture (SEA) to provide Architecture and Engineering Services for the renovation of Hillside Manor. This team was selected from a pool of qualified responses resulting from a competitive Request for Proposal (RFP) process.

SEA will provide and coordinate Architecture and Engineering services for the renovation of Hillside Manor, a 100 unit public housing building located in Milwaukie, OR. Architecture and Engineering services will take place in a phased schedule, starting with the feasibility stage. Subsequent phases will be contingent upon regulatory and funding approvals from the U.S. Department of Housing and Urban Development and Oregon Housing and Community Services.

**Project Description:** Hillside Manor is located at 2889 SE Hillside Ave in Milwaukie, OR. It was constructed in 1970 and has not had any major renovations to its exterior or interior since that time. HACC has been the owner and operator of the building since it opened in 1970. The building is a 9-story concrete structure that has been well maintained but needs significant upgrades due to normal operations. The scope of work will be finalized during the project's feasibility stage. Currently HACC is aware of improvements needed to the building's roof and plumbing systems, exterior decks, and interiors including full upgrades of flooring and cabinetry. The two elevators in the building will need repair or full replacement and the building may require seismic upgrades, pending an evaluation by a Structural Engineer.

HACC intends to apply for 9% Low Income Housing Tax Credits in April 2018 to finance the construction project.

**Architecture and Engineering Scope of Work:** The scope of services to be provided under this contract are described in detail in Exhibit A of the contract. The Architecture and Engineering firm will take the project from the initial feasibility phase through project completion.

No County General Funds are involved.

**RECOMMENDATION:**

Staff recommends the Board approve the contract and staff recommends the Board authorize Richard Swift, H3S Director to sign on behalf of the Housing Authority of Clackamas County.

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services

# AIA<sup>®</sup> Document B101<sup>™</sup> – 2017

## *Standard Form of Agreement Between Owner and Architect*

AGREEMENT made as of the 15th day of March in the year 2018

BETWEEN the Architect's client identified as the Owner:

Housing Authority of Clackamas County  
13930 Gain Street  
Oregon City, OR 97045

and the Architect:

Scott|Edwards Architecture, L.L.P.  
2525 E Burnside St  
Portland, OR 97214

for the following Project:  
*(Name, location and detailed description)*

Hillside Manor  
2889 SE Hillside Street  
Milwaukie, OR 97222

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(Paragraph deleted)*

§ 1.1.1 The Owner's program for the Project:

*(Paragraph deleted)*

In 2015, the Housing Authority of Clackamas County conducted a Physical Needs Assessment and Energy Audit. Based on the results of that report the Housing Authority of Clackamas County decided to pursue Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) project-based conversion program. As a part of the conversion program, the Housing Authority of Clackamas County will be contracting with a separate firm to conduct the required RAD Physical Condition Assessment (RPCA). The proposed program and scope will be developed throughout the SD Scoping Phase. The final program and scope will be coordinated with The Owner and the Construction Manager / General Contractor in future phases.

§ 1.1.2 The Project's physical characteristics:

*(Paragraph deleted)*

Hillside Manor (located at 2889 SE Hillside St, Milwaukie, OR 97222) is a 9-story, residential tower, constructed in 1970. The Housing Authority of Clackamas County has owned and operated the structure since following construction completion. The Manor is part of a larger development that also includes small 1 and 2 bedroom, single-family/duplexes (referred to as Hillside Park) and vacant land. The purpose of this proposal focuses on the renovation of the tower only. The tower consists of a total of 100 units and is 78,500 sq. ft. within a single concrete structure. The unit mix includes (96) 1- bedroom/1-bathroom (400-506 sf) units and (4) 2-bedroom/1-bathroom (648 sf) units. The primary, public entrance is located on the 2nd floor, which also contains an office and residential units. Additional residential units are located on floors three through nine. The ground floor is a 'daylight' basement consisting of laundry facilities, common rooms, storage, a small workout room, utility rooms and garbage facilities. The building is a concrete frame with lightweight cast in place concrete floors. The roof deck consists of steel framing and a concrete topping slab with a built-up membrane finish. The exterior concrete walls have a painted finish and newer, vinyl,

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double-pane windows. The site slopes towards the tower, which sits in a bowl with landscaping and pedestrian paths surrounding. There are 53 parking spaces in front of the tower with direct access to the public entrance on the 2nd floor. There is a community patio and gardening area off the back with direct access from the ground floor/basement community rooms. The site has a single-point of access, from the east, off SE 32nd Ave. Access to the tower, specifically, is past the single-family residential development into the tower's parking area. The site is adjacent to train tracks to the West. Total site area (including that for the homes and vacant land) is 3.21 acres.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

To achieve the anticipated scope of renovation, the Housing Authority of Clackamas County intends to apply for Low-Income Housing Tax Credits (9%) during the 2018 funding cycle. The preliminary construction budget is based on the 2015 Physical Needs Assessment which included an estimated budget of around \$7.5 million. The final budget may end up being close to \$9.5 million.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

February 15<sup>th</sup>, 2018 – The Owner will send the Architect the RPCA Consultant's report

March 1<sup>st</sup>, 2018 – The Owner and Architect shall hold a resident meeting

March 16<sup>th</sup>, 2018 – The Architect shall send preliminary programming and scoping materials to the Cost Estimator to begin coordinating the cost estimate

March 26<sup>th</sup>, 2018 – The Architect shall provide the Owner with the preliminary scoping materials and the cost estimate generated by the Cost Estimator

April 16<sup>th</sup>, 2018 – The Owner will be prepared to submit funding application materials

August 1<sup>st</sup>, 2018 – The Owner will learn if they have been awarded LIHTC funding

October 29<sup>th</sup>, 2018 – The Owner will submit financing plan for potential HUD RAD funding

To Be Determined – The DD Phase will begin at the appropriate time based on the results of the Owners LIHTC and funding application

.2 Construction commencement date:

To Be Determined

.3 Substantial Completion date or dates:

To Be Determined

.4 Other milestone dates:

To Be Determined

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

The General Contractor will be Construction Manager / General Contractor.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

*(Paragraphs deleted)*

Init.

The project will comply with the Enterprise Green Community Program or the Oregon Housing and Community Services green building certification path, as appropriate per project scope.

*(Paragraph deleted)*

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

Julie Proksch  
Dalla Terra Architecture  
PO Box 18202  
Portland, OR 97218  
971-221-4525

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

Not Applicable

§ 1.1.9 The Owner shall retain the following consultants and contractors:

*(Paragraph deleted)*

.1 Geotechnical Engineer:

PBS  
Ryan White, PE, GE  
4412 SW Corbett Ave.  
Portland, OR  
97239  
503-248-1939

.2 Capital Needs Assessment Consultant:

Dominion Due Diligence Group  
2009 Wadsworth Boulevard, Suite 260  
Lakewood, CO 80214

*(Paragraphs deleted)*

720-541-7693

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

Lisa McClellan, Principal  
Scott|Edwards Architecture, L.L.P.  
2525 E Burnside St  
Portland, OR 97214  
503-896-5303  
lisa@seallp.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

*(Paragraph deleted)*

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

ABHT Structural Engineers  
1640 NW Johnson Street  
Portland, OR 97209  
503-243-6682

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**.2 Mechanical**  
*(Paragraphs deleted)*  
/ Electrical / Plumbing Engineer:

Interface Engineering, Inc.  
100 SW Main Street, Suite 1600  
Portland, OR 97204  
503-382-2638

§ 1.1.11.2 Consultants retained under Supplemental Services:

**.1 Civil Engineer:**

Humber Design Group  
117 SE Taylor Street, Suite 001  
Portland, OR 97214  
503-946-6690

**.2 Landscape Architect:**

2.Ink Studio  
160 NE 6<sup>th</sup> Avenue, Suite 200  
Portland, OR 97232  
503-546-4645

**.3 Envelope Consultant:**

RDH  
308 SW 1<sup>st</sup> Avenue, Suite 300  
Portland, OR 97204  
503-243-6222

**.4 Cost Estimator:**

JLD Construction Consulting  
1020 SW Taylor Street, Suite 325  
Portland, OR 97205  
503-675-4383

§ 1.1.12 Other Initial Information on which the Agreement is based:

Not Applicable

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Architect shall use Autodesk AutoCAD (Computer-Aided Design) or Revit Building Information Modeling ("BIM") as a design tool, only. The CAD file or BIM model shall not be a Construction Document. Construction Documents shall delivered by Architect and its Consultants as a traditional two-dimensional set of plans. Architect

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shall share its CAD file or BIM model with Owner or Contractor for their convenience, and subject to Architect's standard Electronic Document Release, attached hereto as Exhibit B and incorporated for reference.

*(Paragraph deleted)*

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

*(Paragraph deleted)*

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than \$ 1,000,000 per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than \$ 1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. All required insurance other than Professional Liability, Worker's Compensation, and Personal Automobile Liability shall include the "Housing Authority of Clackamas County, its agents, officers, and employees" as an additional insured.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

Init.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services. See Exhibit A for further detail describing the Architect's Basic Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall work with the Owner to develop the program and other scoping information through a variety of means; the Architect will review the CNA document furnished by the Owner, the Architect will hold periodic meetings with the Owner to coordinate scope, the Architect will schedule meetings with existing residents as appropriate to determine scoping needs, and the Architect shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, preliminary programming and scoping materials illustrating the proposed scope of work.

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§ 3.2.5 Based on the Owner's approval of the preliminary scoping materials, the Architect shall prepare Schematic Design Documents to be used for cost estimating. The Schematic Design Documents shall consist of drawings and other documents as appropriate, and may include some combination of sketches or scoping outlines. Preliminary selections of major building systems and construction materials shall be noted on the scoping materials or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

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§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

#### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge

of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. The Architect shall not have authority to make any decisions that result in a change to the scope, schedule or cost of the Work without prior written consent of Owner.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from

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Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

#### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;

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- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Owner

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation	Owner
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Owner
§ 4.1.1.19 Tenant-related services	Owner
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Architect
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Paragraph deleted)*

Detailed cost estimating to be provided by Architect's consultant for the Schematic Design Phase only. All subsequent cost estimating will be provided by the Construction Manager / General Contractor.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Paragraphs deleted)*

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

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- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 2 ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ( ) visits to the site by the Architect during construction
- .3 2 ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 2 ( 2 ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

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§ 4.2.5 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

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§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

#### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;

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- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by,

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mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

\$0

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

\$0

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

Init.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 In the event of any conflict between any negotiations, representations or agreements, either preceding this Agreement or attached hereto, the terms and provisions of this Agreement shall control.

§ 10.11 In recognition of the relative risks and benefits of the Project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and the Architect's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed the extent of then available insurance coverage. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
*(Paragraph deleted)*
- .2 Percentage Basis  
Not Applicable
- (Paragraphs deleted)*
- .3 Other  
Not Applicable

Init.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Included in fee for Basic Services.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Hourly per billing rates included in Section 11.7.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( 10 %), or as follows:  
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	\$71,000	percent (	15	%)
Design Development Phase	\$88,000	percent (	19	%)
Construction Documents Phase	\$175,000	percent (	37	%)
Procurement Phase	\$16,000	percent (	3	%)
Construction Phase	\$125,000	percent (	26	%)
<b>Total Basic Compensation</b>	<b>\$475,000</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
*(Paragraphs deleted)*

Employee or Category	Rate (\$0.00)
Principal-in-charge	150
Project Manager	105
Document Production	85
Graphics	70

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;

Init.

- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures upon prior written approval of Owner.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

#### § 11.10 Payments to the Architect

##### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0 ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

##### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

1.5 % monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

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**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

See Government Contracting Addendum attached hereto as Exhibit C.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2

*(Paragraphs deleted)*

Exhibits:

*(Paragraph deleted)*

[ A ] Architect’s Scope of Services Summary

[ B ] Architect’s Electronic Document Release

[

*(Paragraphs deleted)*

C ] Government Contracting Addendum

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*



\_\_\_\_\_  
ARCHITECT *(Signature)*

\_\_\_\_\_  
Lisa McClellan Principal

\_\_\_\_\_  
*(Printed name, title, and license number, if required)*

# Additions and Deletions Report for AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:33:14 on 03/06/2018.

## PAGE 1

**AGREEMENT** made as of the day of  in the year  
(In words, indicate day, month and year.) 15th day of March in the year 2018

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Housing Authority of Clackamas County  
13930 Gain Street  
Oregon City, OR 97045

...

(Name, legal status, address and other information)  
Scott|Edwards Architecture, L.L.P.  
2525 E Burnside St  
Portland, OR 97214

...

Hillside Manor  
2889 SE Hillside Street  
Milwaukie, OR 97222

## PAGE 2

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

...

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

In 2015, the Housing Authority of Clackamas County conducted a Physical Needs Assessment and Energy Audit. Based on the results of that report the Housing Authority of Clackamas County decided to pursue Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) project-based conversion program. As a part of the conversion program, the Housing Authority of Clackamas County will be contracting with a separate firm to conduct the required RAD Physical Condition Assessment (RPCA). The proposed program and scope will be developed throughout the SD Scoping Phase. The final program and scope will be coordinated with The Owner and the Construction Manager / General Contractor in future phases.

...

*(Identify or describe pertinent information about the Project's physical characteristics, such as size, location, dimensions, geotechnical reports, site boundaries, topographic surveys, traffic and utility studies, availability of public and private utilities and services, legal description of the site, etc.)*

Hillside Manor (located at 2889 SE Hillside St, Milwaukie, OR 97222) is a 9-story, residential tower, constructed in 1970. The Housing Authority of Clackamas County has owned and operated the structure since following construction completion. The Manor is part of a larger development that also includes small 1 and 2 bedroom, single-family/duplexes (referred to as Hillside Park) and vacant land. The purpose of this proposal focuses on the renovation of the tower only. The tower consists of a total of 100 units and is 78,500 sq. ft. within a single concrete structure. The unit mix includes (96) 1- bedroom/1-bathroom (400-506 sf) units and (4) 2-bedroom/1-bathroom (648 sf) units. The primary, public entrance is located on the 2nd floor, which also contains an office and residential units. Additional residential units are located on floors three through nine. The ground floor is a 'daylight' basement consisting of laundry facilities, common rooms, storage, a small workout room, utility rooms and garbage facilities. The building is a concrete frame with lightweight cast in place concrete floors. The roof deck consists of steel framing and a concrete topping slab with a built-up membrane finish. The exterior concrete walls have a painted finish and newer, vinyl, double-pane windows. The site slopes towards the tower, which sits in a bowl with landscaping and pedestrian paths surrounding. There are 53 parking spaces in front of the tower with direct access to the public entrance on the 2nd floor. There is a community patio and gardening area off the back with direct access from the ground floor/basement community rooms. The site has a single-point of access, from the east, off SE 32nd Ave. Access to the tower, specifically, is past the single-family residential development into the tower's parking area. The site is adjacent to train tracks to the West. Total site area (including that for the homes and vacant land) is 3.21 acres.

PAGE 3

*(Provide total and, if known, a line item breakdown.)*

To achieve the anticipated scope of renovation, the Housing Authority of Clackamas County intends to apply for Low-Income Housing Tax Credits (9%) during the 2018 funding cycle. The preliminary construction budget is based on the 2015 Physical Needs Assessment which included an estimated budget of around \$7.5 million. The final budget may end up being close to \$9.5 million.

...

February 15<sup>th</sup>, 2018 – The Owner will send the Architect the RPCA Consultant's report

March 1<sup>st</sup>, 2018 – The Owner and Architect shall hold a resident meeting

March 16<sup>th</sup>, 2018 – The Architect shall send preliminary programming and scoping materials to the Cost Estimator to begin coordinating the cost estimate

March 26<sup>th</sup>, 2018 – The Architect shall provide the Owner with the preliminary scoping materials and the cost estimate generated by the Cost Estimator

April 16<sup>th</sup>, 2018 – The Owner will be prepared to submit funding application materials

August 1<sup>st</sup>, 2018 – The Owner will learn if they have been awarded LIHTC funding

October 29<sup>th</sup>, 2018 – The Owner will submit financing plan for potential HUD RAD funding

To Be Determined – The DD Phase will begin at the appropriate time based on the results of the Owner's LIHTC and funding application

To Be Determined

...

To Be Determined

...

To Be Determined

...

~~(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)~~

The General Contractor will be Construction Manager / General Contractor.

...

~~(Identify and describe the Owner's Sustainable Objective for the Project, if any.)~~

The project will comply with the Enterprise Green Community Program or the Oregon Housing and Community Services green building certification path, as appropriate per project scope.

~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

~~(List name, address, and other contact information.)~~

Julie Proksch  
Dalla Terra Architecture  
PO Box 18202  
Portland, OR 97218  
971-221-4525  
**PAGE 4**

~~(List name, address, and other contact information.)~~

Not Applicable

...

~~(List name, legal status, address, and other contact information.)~~

...

PBS  
Ryan White, PE, GE  
4412 SW Corbett Ave.  
Portland, OR  
97239  
503-248-1939

.2 Civil Engineer:Capital Needs Assessment Consultant:

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User Notes:

(1751808340)

Dominion Due Diligence Group  
2009 Wadsworth Boulevard, Suite 260  
Lakewood, CO 80214

~~.3~~ Other, if any:

~~(List any other consultants and contractors retained by the Owner.)~~

720-541-7693

...

~~(List name, address, and other contact information.)~~

Lisa McClellan, Principal  
Scott Edwards Architecture, L.L.P.  
2525 E Burnside St  
Portland, OR 97214  
503-896-5303  
lisa@seallp.com

...

~~(List name, legal status, address, and other contact information.)~~

...

ABHT Structural Engineers  
1640 NW Johnson Street  
Portland, OR 97209  
503-243-6682

.2 Mechanical Engineer:

~~.3~~ Electrical/ Electrical / Plumbing Engineer:

Interface Engineering, Inc.  
100 SW Main Street, Suite 1600  
Portland, OR 97204  
503-382-2638

PAGE 5

.1 Civil Engineer:

Humber Design Group  
117 SE Taylor Street, Suite 001  
Portland, OR 97214  
503-946-6690

.2 Landscape Architect:

2.Ink Studio  
160 NE 6<sup>th</sup> Avenue, Suite 200  
Portland, OR 97232  
503-546-4645

.3 Envelope Consultant:

RDH  
308 SW 1<sup>st</sup> Avenue, Suite 300  
Portland, OR 97204  
503-243-6222

.4 Cost Estimator:

JLD Construction Consulting  
1020 SW Taylor Street, Suite 325  
Portland, OR 97205  
503-675-4383

...

Not Applicable

...

~~§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data. Architect shall use Autodesk AutoCAD (Computer-Aided Design) or Revit Building Information Modeling ("BIM") as a design tool, only. The CAD file or BIM model shall not be a Construction Document. Construction Documents shall delivered by Architect and its Consultants as a traditional two-dimensional set of plans. Architect shall share its CAD file or BIM model with Owner or Contractor for their convenience, and subject to Architect's standard Electronic Document Release, attached hereto as Exhibit B and incorporated for reference.~~

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

PAGE 6

~~§ 2.5.1 Commercial General Liability with policy limits of not less than (\$ ) for each occurrence and (\$ ) in the aggregate for bodily injury and property damage.~~

~~§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$ ) \$ 1,000,000 per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

...

§ 2.5.5 Employers' Liability with policy limits not less than ~~(\$ )~~ each accident, ~~(\$ )~~ each employee, and ~~(\$ )~~ \$1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~(\$ )~~ \$1,000,000 per claim and ~~(\$ )~~ \$2,000,000 in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. All required insurance other than Professional Liability, Worker's Compensation, and Personal Automobile Liability shall include the "Housing Authority of Clackamas County, its agents, officers, and employees" as an additional insured.

PAGE 7

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services. See Exhibit A for further detail describing the Architect's Basic Services.

...

§ 3.2.1 The Architect shall ~~review work with the Owner to develop~~ the program and other scoping information through a variety of means; the Architect will review the CNA document furnished by the Owner, the Architect will hold periodic meetings with the Owner to coordinate scope, the Architect will schedule meetings with existing residents as appropriate to determine scoping needs, and the Architect shall review laws, codes, and regulations applicable to the Architect's services.

...

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, ~~a preliminary design illustrating the scale and relationship of the Project components~~ preliminary programming and scoping materials illustrating the proposed scope of work.

§ 3.2.5 Based on the Owner's approval of the preliminary ~~design~~ scoping materials, the Architect shall prepare Schematic Design Documents ~~for the Owner's approval to be used for cost estimating.~~ The Schematic Design Documents shall consist of drawings and other documents ~~including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations as appropriate, and may include some combination of sketches or scoping outlines.~~ Preliminary selections of major building systems and construction materials shall be noted on the drawings scoping materials or described in writing.

PAGE 10

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. The Architect shall not have authority to make any decisions that result in a change to the scope, schedule or cost of the Work without prior written consent of Owner.

PAGE 12

§ 4.1.1.1 Programming	<u>Not Provided</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Not Provided</u>
§ 4.1.1.3 Measured drawings	<u>Architect</u>

§ 4.1.1.4	Existing facilities surveys	<u>Owner</u>
§ 4.1.1.5	Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	Civil engineering	<u>Architect</u>
§ 4.1.1.9	Landscape design	<u>Architect</u>
§ 4.1.1.10	Architectural interior design	<u>Architect</u>
§ 4.1.1.11	Value analysis	<u>Owner</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Architect</u>
§ 4.1.1.13	On-site project representation	<u>Owner</u>
§ 4.1.1.14	Conformed documents for construction	<u>Architect</u>
§ 4.1.1.15	As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.16	As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18	Facility support services	<u>Owner</u>
§ 4.1.1.19	Tenant-related services	<u>Owner</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Architect</u>
§ 4.1.1.21	Telecommunications/data design	<u>Architect</u>
§ 4.1.1.22	Security evaluation and planning	<u>Architect</u>
§ 4.1.1.23	Commissioning	<u>Not Provided</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Architect</u>
§ 4.1.1.25	Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27	Historic preservation	<u>Not Provided</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30	Other Supplemental Services	<u>Not Provided</u>

PAGE 13

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

Detailed cost estimating to be provided by Architect's consultant for the Schematic Design Phase only. All subsequent cost estimating will be provided by the Construction Manager / General Contractor.

...

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

PAGE 14

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User Notes:

(1751808340)

- .1 2 (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

...

- .3 2 (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents  
.4 2 (2) inspections for any portion of the Work to determine final completion.

PAGE 18

Arbitration pursuant to Section 8.3 of this Agreement  
PAGE 20

\$0

...

\$0

PAGE 21

**§ 10.10 In the event of any conflict between any negotiations, representations or agreements, either preceding this Agreement or attached hereto, the terms and provisions of this Agreement shall control.**

**§ 10.11 In recognition of the relative risks and benefits of the Project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and the Architect's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed the extent of then available insurance coverage. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.**

...

*(Insert amount)*

...

*(Insert percentage value)* Not Applicable

~~( )~~ % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

*(Describe the method of compensation)*

Not Applicable

PAGE 22

Included in fee for Basic Services.

...

Hourly per billing rates included in Section 11.7.

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User Notes:

(1751808340)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( 10 %), or as follows:

...

Schematic Design Phase	<u>\$71,000</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>\$88,000</u>	percent (	<u>19</u>	%)
Construction Documents Phase	<u>\$175,000</u>	percent (	<u>37</u>	%)
Procurement Phase	<u>\$16,000</u>	percent (	<u>3</u>	%)
Construction Phase	<u>\$125,000</u>	percent (	<u>26</u>	%)
<hr/>				
Total Basic Compensation	<del>one hundred</del> <u>\$475,000</u>	percent (	100	%)

...

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

...

<u>Principal-in-charge</u>	<u>150</u>
<u>Project Manager</u>	<u>105</u>
<u>Document Production</u>	<u>85</u>
<u>Graphics</u>	<u>70</u>

PAGE 23

.12 Other similar Project-related ~~expenditures.~~ expenditures upon prior written approval of Owner.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~percent (—%) of the expenses incurred.~~ consultants.

...

§ 11.10.1.1 An initial payment of zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0 ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1.5 % monthly

PAGE 24

*(Include other terms and conditions applicable to this Agreement.)*  
See Government Contracting Addendum attached hereto as Exhibit C.

...

- .2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
\_\_\_\_\_  
*(Insert the date of the E203-2013 incorporated into this agreement.)*

\_\_\_\_\_  
.3 Exhibits:  
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this agreement.)*  Architect's Scope of Services Summary

Architect's Electronic Document Release

Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

\_\_\_\_\_  
.4 Other documents:  
\_\_\_\_\_  
*(List other documents, if any, forming part of the Agreement.)*

Government Contracting Addendum

...

\_\_\_\_\_  
Lisa McClellan Principal

**Certification of Document's Authenticity**  
AIA® Document D401™ – 2003

I, Lisa McClellan, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:33:14 on 03/06/2018 under Order No. 8780072567 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

PRINCIPAL

(Title)

3/6/2018

(Dated)



**OFFICE OF COUNTY COUNSEL**

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

March 15, 2018

**Stephen L. Madkour**  
 County Counsel

Board of County Commissioners  
 Clackamas County

**Kathleen Rastetter**  
**Chris Storey**  
**Scott C. Ciecko**  
**Alexander Gordon**  
**Amanda Keller**  
**Nathan K. Boderman**  
**Christina Thacker**  
**Shawn Lillegren**  
**Jeffrey D. Munns**  
 Assistants

Members of the Board:

Second Reading of an Ordinance 02-2018 Amending Chapter 8.04,  
 Public Health Certificates of Sanitation, Licenses and Contested Case Procedures,  
of the Clackamas County Code

<b>Purpose/Outcomes</b>	Conduct public hearing and second reading by title only of proposed amendments to County Code and schedule second reading
<b>Dollar Amount and Fiscal Impact</b>	None
<b>Funding Source</b>	Not Applicable
<b>Duration</b>	Permanent until amended
<b>Previous Board Action</b>	Not applicable
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and secure communities. 2. Residents will experience a clean, safe and healthy recreation opportunities.
<b>Contact Person</b>	Kathleen Rastetter, County Counsel
<b>Contract No.</b>	Not Applicable

**BACKGROUND:**

Pursuant to County Code Chapter 1.01.100, the County Counsel is responsible for maintaining and updating the County Code. A Code Update Committee periodically meets to consider Code changes that are either proposed by staff, citizens, or identified by members of County Counsel as necessary or appropriate.

The Code Update Committee has approved the following changes to the County Code for the Board's consideration:

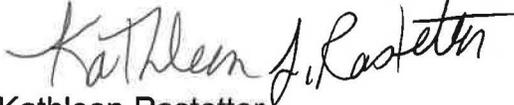
1. *Chapter 8.04 – Public Health Certificates of Sanitation, Licenses, and Contested Case Procedures.* The amendment to Chapter 8.04 includes

The primary purpose of the amendment is to update the code provisions for environmental health, which have not been updated since 2003. There are functions that the county no longer performs. The amendment is also necessary to align the code more closely with state law regarding environmental health activities.

**RECOMMENDATION:**

Staff recommends the Board conduct a public hearing and second reading by title only and adoption of Ordinance 02-2018.

Respectfully submitted,

  
Kathleen Rastetter

Attachments

**ORDINANCE NO. 02-2018**

**An Ordinance Amending  
Clackamas County Code Chapter 8.04, Public Health Certificates of  
Sanitation, Licenses and Contested Case Procedures.**

WHEREAS, it is necessary to amend the Code to align the language therein more closely with state law regarding environmental health activities;

Now, therefore, the Board of Commissioners of Clackamas County ordains as follows:

**Section 1:** Chapter 8.04, Public Health Certificates of Sanitation, Licenses and Contested Case Procedures, of the Clackamas County Code is hereby amended as shown on Exhibit "A", attached hereto and incorporated herein by this reference.

ADOPTED this \_\_\_\_\_ day of March, 2018.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

## Chapter 8.04

### 8.04 PUBLIC HEALTH LAWS CERTIFICATES OF SANITATION, LICENSES, AND CONTESTED CASE PROCEDURES

#### 8.04.010 Tourist Facilities

Pursuant to ORS 446.425 ~~The Assistant Director for Health of the Oregon Health Authority Department of Human Resources has~~ delegated to the Clackamas County Department of Health, Housing and Human Services Public Health Division ("the Division") the authority, responsibility and functions to administer recreational facilities health laws under ORS 446.310 ~~425 et seq. and the implementing regulations.~~ This chapter incorporates the provisions of those sections by reference.

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#### I. Requirements.

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A. Any person ~~No person shall~~ establishing, operating, managing or maintaining any travelers' accommodation, hostel, recreation park or organizational camp, or combination recreation park - mobile home park (as those terms are defined in ORS 446.310 and OAR 333-029-0015) - must without first obtain securing a license or certificate of sanitation from the Division. ~~Any No person shall~~ constructing any travelers' accommodation, hostel, recreation park, or organizational camp ~~must without first~~ obtaining a permit to do so from the Division, Public Health Division of Clackamas County Department of Human Services (Division).

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B. An applicant for a permit to construct a travelers' accommodation, hostel, recreation park, or organizational camp shall pay the Division a plan review fee. Every applicant for a license or certificate of sanitation shall pay to the Division a fee.

C. Certificates or licenses issued under this section shall expire at the end of each calendar year and are not transferable nor shall refunds be made on unused portions of such licenses or upon applications that have been denied.

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D. Anyone who establishes, operates, manages or maintains a tourist facility in Clackamas County must comply with the laws and regulations regarding the construction, operation or maintenance of tourist facilities. The Division may deny issuance, suspend or revoke a license or assess civil penalties for failing to comply with these laws.

#### II. Violations.

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A. It is unlawful to establish, operate, manage or maintain a tourist facility in Clackamas County without a current license or certificate of sanitation. Penalty fees shall be imposed for a failure to apply for or renew a license.

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B. Any person who violates the laws regarding the construction, operation or maintenance of tourist facilities will be subject to civil penalties in an amount set by the Board of County Commissioners, for each violation.

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C. The Division shall provide five days advance notice before any civil penalty

under this section is imposed, unless the person incurring the penalty has otherwise received actual notice of the violation not less than five days prior to the violation for which a penalty is imposed.

C.D. Hearings on the denial, suspension or revocation of a license or the imposition of civil penalties shall be conducted as a contested case following the procedures in this code. Failure to remit the civil penalty within 10 days after the order becomes final is grounds for license revocation.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03]

#### 8.04.010 8.04.020 Swimming Facilities

Pursuant to ORS 448.100 The Assistant Director of Health of the Oregon Health Authority Department of Human Services has delegated to the Division Clackamas County the authority, responsibility and functions to administer swimming facilities health laws under ORS 448.005 448.100 et seq. and the implementing regulations. This chapter incorporates the provisions of those sections by reference. ~~in~~

##### I. Requirements.

- A. Any person No person shall operating e or maintaining a public swimming pool, public spa pool, public wading pool or bathhouse (as those terms are defined in ORS 448.005 and OAR 333-062-0015) must without first obtain a license to do so from the Public Health Division of the Clackamas County Department of Human Services Division.
- B. A fee shall be paid to the Division for a license to operate a year-round public swimming pool, public spa pool, public wading pool or bathhouse either:
1. For profit;
  2. For the primary benefit of the patrons, members or employees of the person operating the public swimming pool, public spa pool, or bathhouse; or
  3. In conjunction with a travelers' accommodation or tourist park.
- C. A fee shall be paid to the Division for a license to operate a seasonal public swimming pool, public spa pool, public wading pool or bathhouse either:
1. For profit;
  2. For the primary benefit of the patrons, members or employees of the person operating the public swimming pool, public spa pool, or bathhouse; or
  3. In conjunction with a travelers' accommodation or tourist park.
- ~~D.~~ D. A person who operates a single facility containing more than one year-round public pool or spa shall pay to the Division an additional fee for each pool in excess of (1) pool for a license to operate such pools.
- ~~E.~~ E. Any person who operates a single facility containing more than one seasonal public pool or spa shall pay to the Division an additional fee for each pool in excess of one (1) pool for a license to operate such pools.
- ~~F.~~ F. Any person wishing to No person shall construct, perform a major alteration or reconstruct any public swimming pool, public spa pool, public wading pool or bathhouse must without first obtain a permit to do so from the Division.

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E. An applicant for a permit to construct, perform a major alteration or reconstruct a public swimming pool, public spa pool, public wading or bathhouse shall pay the Division a plan review/construction permit fee.

Licenses issued under this section shall expire at the end of each calendar year. Such licenses shall not be transferable, nor shall refunds be made on the unused portion of such licenses or upon applications that have been denied.

F. Anyone who establishes, operates, manages or maintains a public swimming pool, public spa pool, public wading pool or bathhouse in Clackamas County must comply with the laws and regulations regarding the construction, operation or maintenance of such facilities. The Division may deny issuance, suspend or revoke a license or assess civil penalties for failing to comply with these laws.

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## II. Violations.

A. It is unlawful to operate or maintain a public swimming pool, public spa pool, public wading pool or bathhouse without a current license.

B. It is unlawful to keep a public swimming pool, public spa pool, public wading pool or bathhouse open to the public after a permit or license to operate such facilities has been suspended, denied or revoked.

C. The Division may at all reasonable times enter upon any part of the premises of public bathing and swimming places to examine and investigate to determine the sanitary conditions of such places and any violations of law.

D. If the license holder does not correct violations listed in a notice issued by the Division within the specified time period, the Division or its agent may issue a notice proposing to suspend or revoke the license to operate the spa pool in accordance with ORS Chapter 183. A license holder shall have 21 days to request a hearing in writing.

E. Any public swimming pool, public spa pool, public wading pool or bathhouse constructed, operated or maintained contrary to these laws is a public nuisance, dangerous to health. The Division may abate or enjoin the nuisance as permitted by law, including emergency suspension and closure. Under ORS 183.430(2), a license holder shall have 90 days after the date of notice of emergency suspension to request a hearing and if a hearing is requested a hearing shall be granted to the licensee or permittee as soon as practicable after such demand.

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G. Hearings on the denial, suspension or revocation of a license shall be conducted as a contested case following the procedures in this code.

H.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03]

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### 8.04.030 Food Service Facilities

Pursuant to ORS 624.510 the Oregon Health Authority has delegated to the Division the authority, responsibility and functions to administer food service health laws. This chapter incorporates the provisions of ORS 624.010 et seq. and the implementing regulations. This chapter incorporates the provisions of those sections by reference.

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## I. Requirements

—“Food service facility” means restaurant, bed and breakfast, vending machine, food cart, warehouse, mobile unit, commissary, commissary combination or any other food service facility as defined by ORS 624.010, ORS 624.310 and OAR 333-150-0000 and 333-157-0073.

A. Food Handlers Certificate. Any person handling food in a restaurant or food service facility licensed under this chapter is required by state law to obtain a certification within thirty (30) days of hire.

### B. Food Service License Fees.

1. Every applicant for a food service facility license, temporary license, or renewal of a license shall pay a license fee to the Division, unless exempted under ORS 624.106. Licensees whose food service facility requires a critical item re-inspection shall pay a fee to the Division as set by ~~as in accordance with OAR 333-12-0053.~~ for such inspection.

2. The license or temporary license shall be posted in a conspicuous place on the premises of the licensee. For a vending machine or mobile unit the license shall be posted in a conspicuous place, and a card, emblem or other device clearly showing the name and address of the licensee and the serial number of the licensee shall be affixed to each vending machine or mobile unit.

—To reinstate a food service facility license after the expiration date, other than a temporary license, the operator must pay a reinstatement fee per ORS 624.490. ~~in an amount set by resolution of the Board of County Commissioners.~~

C. Plans. Properly prepared plans and specifications must be provided to the Division for review and approval and plan review fees paid: (1) before any construction, extensive remodeling or conversion is done to an existing structure for use as a food service facility; and (2) before constructing or establishing a food service facility, including a bed and breakfast, mobile unit or pushcart.

A.D. Licenses issued under this Section ~~C, J and L~~ shall expire at the end of each calendar year. ~~Such licenses shall not be transferable, nor shall refunds be made on the unused portion of such licenses or upon applications that have been denied.~~

## II. Violations.

A. It is unlawful to operate a food service facility or temporary food service facility without obtaining a current license to do so from the Division, unless exempt under

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Oregon law.

- B. It is unlawful to operate a food service facility in a manner that creates an imminent or present danger to the public health, as those terms are defined in ORS 624.073 and the administrative rules.
- C. It is unlawful to continue to operate a food service facility that has been closed due to uncorrected priority item violations as defined by Oregon statute and administrative rules.
- D. It is unlawful to continue to operate a food service facility that has been closed due to obtaining a sanitation score of less than 70 on two consecutive complete inspections conducted within 30 days as defined by OAR 333-157-0030(5) – (6).
- E. It is unlawful to construct, extensively remodel or convert an existing structure to use as a food service facility, or to construct or establish a mobile unit or pushcart, without first providing properly prepared plans and specifications to the Division for review and approval, and paying plan review fees.

III. Civil Penalties.

- A. Any person who violates this Section will be subject to civil penalties in an amount set by the Board of County Commissioners, for each violation.
- B. When a person has violated this Section the Division will issue a written warning stating that further violation will result the assessment of a civil penalty or revocation or suspension of the license.
- C. If the violations continue after the written warning has issued the Division will issue a Notice of Intent to impose civil penalties.
- D. Civil penalties are due and payable 10 days after the order imposing the penalty becomes final by operation of law or appeal. The order assessing civil penalties may be recorded with the County Clerk and listed in the County Lien Record.
- E. A person subject to civil penalties under this chapter may request a hearing in writing within 20 days of service of the order imposing the civil penalty.
- F. If a hearing is requested it will be conducted as a contested case hearing under the procedures set out in this code.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03; Amended by Ord. 01-2008, 3/13/08]

**8.04.020**     **8.04.040** Review of Existing Property's Drinking Water & Subsurface Sewage Disposal

Fees shall be paid to the Public Health Division of the Clackamas County Department of Human Services for a request to the review of existing property's individual drinking water and subsurface sewage disposal systems.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03]

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Commented [HJ1]: No longer review subsurface sewage systems

**8.04.030 8.04.050 School Cafeteria Inspections**

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Schools requesting cafeteria sanitation inspections or plan review from the Public Health Division of the Clackamas County Department of Human Services shall pay fees for those services.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03]

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**8.04.040 Public Drinking Water System Review**

Public drinking water system operators are requesting sanitary hazard reviews shall pay fees to the Division for those services.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03]

**8.04.050 8.04.060 Miscellaneous Fees - Hourly Rate**

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For miscellaneous services of the Environment & Health section of the Public Health Division, Clackamas County Department of Health, Housing, and Human Services, an hourly fee shall be paid.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03]

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**8.04.060 8.04.070 CONTESTED CASE PROCEDURES.**

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I. Definitions.

A. DIVISION means the Public Health Division of the Clackamas County Department of Health and Human Resources.

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B. HEARINGS OFFICER means the officer appointed by Clackamas County to hear contested cases, and "the County" means Clackamas County.

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C.

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B.C. CONTESTED CASE exists whenever:

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- A. A constitutional provision or state law the Division Enabling Act requires a hearing upon the action;
- B. The Division has discretion to suspend or revoke a right or privilege of a person;
- C. There is a proceeding regarding a license to pursue a commercial activity, trade or profession; or
- D. There is a proceeding in which the County Division by rule or order provides for a hearing, in accordance with contested case requirements.

II. NOTICE.

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E.

A. When the County Division is required or permitted to give a person an opportunity for a hearing to contest the Division action, a notice shall be served personally or by registered

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or certified mail on all parties. The notice shall include:

C.

1. A statement of the party's right to hearing, or a statement of the time and place of the hearing;
2. A statement of the authority and jurisdiction under which the hearing is to be held;
3. A reference to the particular sections of the ordinance, statutes and rules involved;
4. A short and plain statement of the matters asserted or charged;
5. A statement indicating whether and under what circumstances an order by default may be entered;
6. A statement that active duty service members have a right to stay proceedings under the federal Service Members Civil Relief Act, and may contact the Oregon State Bar or the Oregon Military Department for more information, and will include the toll-free telephone numbers for the Oregon state Bar and the Oregon Military Department and the Internet address for the United States Armed Forces Legal Assistance Legal Services Locator website; and
7. A statement that if the party desires a hearing, the Division must be notified within a specified number of days from the date of mailing of the notice.

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Commented [RK2]: This is required by ORS 183.415

B. The number of days within which the Division must be notified that the party desires a hearing shall be as follows:

~~D.~~

1. Within 20 days of the date of mailing of notice; or
2. When the Division refuses to issue a license required to pursue any commercial activity, trade, occupation or profession if the refusal is based on grounds other than the results of a test or inspection that division shall grant the person requesting the license 60 days from notification of the refusal to request a hearing, unless otherwise specified in the applicable section of Chapter 8.04.

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[Codified by Ord. 05-2000, 7/13/00]

**8.04.070 8.04.080 Immediate Suspension or Refusal to Review a License, Notice of Opportunity for Hearing, Service**

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A. If the Division finds there is a serious danger to the public health or safety, it may suspend or refuse to renew a license immediately.

~~A.~~

B. The Division shall give notice to the party upon immediate suspension or refusal to renew a license. The notice shall be served personally or by registered or certified mail and shall include:

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B.

1. A statement of the party's right to hearing;
2. A statement of the authority and jurisdiction under which the hearing is to be held;
3. A reference to the particular sections of the ordinance and rules involved;
4. A short and plain statement of the matters asserted or charged;
5. A statement that the party may be represented by counsel at the hearing;
6. A statement that if the party demands a hearing the Division must be notified within 90 days of the date of the notice;
7. A statement giving the reason or reasons for the immediate actions; and
8. The effective date of the suspension or refusal to renew the license.

[Codified by Ord. 05-2000, 7/13/00]

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**8.04.080 8.04.090 Orders When No Hearing Requested or Failure to Appear**

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- A. When a party has been given an opportunity and fails to request a hearing within a specified time or having requested a hearing and fails to appear at the specified time and place, the Division or hearings officer shall enter an order which supports the Division action.
- B. The order supporting the Division action shall set forth the material on which the action is based, and ~~or~~ the material shall be attached to and made a part of the order. ORS 183.17.

[Codified by Ord. 05-2000, 7/13/00]

**8.04.090 8.04.100 Subpoenas, Depositions**

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- A. ~~The Division may issue subpoenas in a contested case. In addition, S~~subject to subsection B, any party to a contested case shall, upon request, be issued subpoenas by the hearings officer ~~Division~~ to compel the attendance of witnesses.
- B. Before issuing subpoenas to the requesting party, the hearings officer ~~Division~~ may require a showing of need, general relevancy and the evidence to be given by the witness to be within the reasonable scope of the proceedings.
- C. On petition of any party to a contested case, the hearings officer ~~Division~~ may order the testimony of any material witness be taken by deposition in the manner prescribed by law for depositions in civil actions. The petition shall include:
  1. The name and address of the witness whose testimony is desired;
  2. A showing of materiality of the testimony; and
  3. A request for an order that the testimony of the witness by taken before an officer named in the petition for that purpose.

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- D. If the hearings officer ~~Division~~ issues an order for the taking of a deposition and the witness resides in this state and is unwilling to appear, the hearings officer ~~Division~~ may issue a subpoena as provided in subsection A requiring his appearance before the officer taking the deposition.

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D.

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- E. Witnesses appearing pursuant to subpoena, other than parties, or officers or employees of the Division shall be tendered fees and mileage as prescribed by law for witnesses in civil actions. The party requesting the subpoena shall be responsible for service of the subpoena and tendering the fees and mileage to the witness.

[Codified by Ord. 05-2000, 7/13/00]

**8.04.100 8.04.110 Conducting Contested Case Hearing**

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- A. The hearing shall be conducted by and shall be under the control of the hearings officer, ~~conducted pursuant to the procedures in ORS 183.417 et seq. presiding officer. The presiding officer may be the chief administrative officer of the Division, its governing body or a member thereof or any other person designated by the Division.~~
- B. At the discretion of the hearings officer, ~~presiding officer~~, the hearing shall be conducted in the following manner:
  - 1. Statement and evidence of ~~D~~ivision in support of its action;
  - 2. Statement and evidence of affected person disputing division action; then
  - 3. Rebuttal testimony.
- C. The hearings presiding officer and the affected parties and the Division or its attorneys shall have the right to question or examine or cross-examine any witnesses.
- D. The hearing may be continued with recesses as determined by the hearings presiding officer.
- E. The hearings presiding officer may set reasonable time limits for oral presentation and may exclude or limit cumulative, repetitious or immaterial matter.
- F. Exhibits shall be marked and the markings shall identify the person offering the exhibits. The exhibits shall be preserved by the hearings officer ~~Division~~ as part of the record of the proceedings.

[Codified by Ord. 05-2000, 7/13/00]

**8.04.110 8.04.120 Evidentiary Rules**

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- A. Evidence of a type commonly relied upon by reasonably prudent persons in conduct of their serious affairs shall be admissible.
- B. Irrelevant, immaterial or unduly repetitious evidence shall be excluded.
- C. All offered evidence, not objected to, will be received by the hearings presiding officer subject to his power to exclude irrelevant, immaterial or unduly repetitious matter.
- D. Evidence objected to may be received by the hearings presiding officer with rulings on its admissibility or exclusion to be made at the time a final order is issued.
- E. Any time ten (10) days or more before a hearing, any party may serve on an opposing party a copy of any affidavit, certificate or other document the party proposes to introduce in evidence. Unless the opposing party requests cross-examination of the affiant, certificate preparer, or other document preparer or custodian, within five (5) days prior to hearing the affidavit or certificate may be offered and received with the same effect as oral testimony or the document may be received in evidence.
- E.
- F. If the opposing party requests cross-examination of the affiant, certificate preparer, or other document preparer or custodian as provided in subsection E and the opposing party

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is informed within five (5) days prior to the hearing that the person will not appear for cross-examination but the affidavit, certificate or other document will be offered in evidence, the affidavit, certificate or other document may be received in evidence, provided the hearings officer determines that:

F.

1. The contents of the affidavit, certificate or other document is of a type commonly relied upon by reasonably prudent persons in the conduct of their serious affairs; and
2. The party requesting cross-examination would not be unduly prejudiced or injured by lack of cross-examination.

[Codified by Ord. 05-2000, 7/13/00]

#### **8.04.120 8.04.130 Final Orders on Contested Cases, Notification**

A. Final orders on contested cases shall be in writing or stated in the record and shall include the following:

1. Rulings on admissibility of offered evidence;
2. Findings of fact; The findings of fact shall consist of a concise statement of the underlying facts supporting the findings as to each contested issue of fact and as to each ultimate fact required to support the order. —those matters which are either agreed as fact or which, when disputed, are determined by the fact finder, on substantial evidence, to be a fact over contentions to the contrary;
3. Conclusion(s) of law, which are—applications of the controlling law to the facts found and the legal results arising therefrom; and

4. Order —the action taken by the hearings officer Division as a result of the finding of fact and conclusions of law.

4.

- B. Parties to contested cases and their attorneys of record shall be served a copy of the final order. Parties shall be notified of their right to judicial review of the order.
- C. Any judicial review of the final order shall be done pursuant to ORS 183.482 for review of contested cases.

[Codified by Ord. 05-2000, 7/13/00]

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March 15, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #1 of a Revenue Intergovernmental Agreement with  
Oregon Department of Human Services,  
Office of Vocational and Rehabilitation Services

<b>Purpose/Outcomes</b>	Provides Job Placement and Job Retention services to clients who have a severe and persistent mental illness to find and retain employment.
<b>Dollar Amount and Fiscal Impact</b>	This is a revenue agreement with no maximum value.
<b>Funding Source</b>	No County General Funds are involved.
<b>Duration</b>	Effective October 1, 2017 and terminates on September 30, 2018.
<b>Strategic Plan Alignment</b>	1. Efficient and Effective Services. 2. Ensure safe, healthy and secure communities
<b>Previous Board Action</b>	Previous Board Action on October 8, 2015. Agenda item 100815-A2
<b>Contact Person</b>	Deborah Cockrell, FQHC Director – 503-742-5495
<b>Contract No.</b>	7427_01

**BACKGROUND:**

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of a revenue Amendment #1 to the Intergovernmental Agreement (IGA) with Oregon Department of Human Services, Office of Vocational and Rehabilitation Services (OVRs).

This agreement provides Job Placement and Job Retention services to clients who have a severe and persistent mental illness to find and retain employment. Reimbursement is on a performance based fee-for-service basis. The original agreement was previously reviewed by the Board of County Commissioners October 8, 2015. This agreement is retroactive due to a delayed receipt of agreement from the State. Additionally, this amendment transitions the agreement to a no maximum value contract.

County Counsel reviewed this document on February 8, 2018. No County General Funds are involved. It is effective October 1, 2017 and terminates on September 30, 2018.

**RECOMMENDATION:**

Staff recommends the Board’s approval of this amendment and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director  
Health, Housing, and Human Services



**Agreement Number 149599**

**REINSTATEMENT AND AMENDMENT TO  
STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

**#7427\_01**

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

This Reinstatement and Amendment of Agreement is made and entered into as of the date of the last signature below by and between the State of Oregon acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Clackamas County  
acting by and through its Department of Health, Housing and Human Services  
Health Centers Division  
2051 Kaen Rd., Suite 637  
Oregon City, Oregon 97045  
Attention: Ed Johnson  
Telephone: (503) 742-5325  
Facsimile: (503) 742-5352  
E-mail address: [ejohnson@co.clackamas.or.us](mailto:ejohnson@co.clackamas.or.us)**

hereinafter referred to as "County."

**RECITALS**

WHEREAS, DHS and County entered into that certain Agreement number **149599** effective on October 26, 2015, incorporated herein by this reference (the Agreement);

WHEREAS, DHS and County intended to amend the Agreement to extend its effectiveness through September 30, 2018;

WHEREAS, the proposed amendment number **01** to extend the effectiveness of the Agreement and otherwise modify it was not executed by the parties prior to the Agreement's expiration date;

WHEREAS, the Agreement expired on September 30, 2017 in accordance with its terms;  
and

WHEREAS, DHS and County desire to reinstate the Agreement in its entirety as of September 30, 2017, and to amend the Agreement (once reinstated) to extend its effectiveness through September 30, 2018, as set forth herein.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

#### AMENDMENT

1. **Reinstatement.** DHS and County hereby reinstate the Agreement in its entirety as of September 30, 2017 and agree that the Agreement was and is in full force and effect from its effective date through the date of this Reinstatement and Amendment. DHS and County further agree that, upon the amendment of **Section 1 “Effective Date and Duration”** of the Agreement pursuant to Paragraph 2 below, the Agreement was, is and will be in full force and effect from the effective date through the expiration date set forth in **Section 1 “Effective Date and Duration,”** as amended, subject to the termination provisions otherwise set forth in the Agreement.
2. **Amendment.** DHS and County hereby amend the Agreement as follows. Language to be deleted or replaced is ~~bracketed and struck through~~; new language is **underlined and bold**:
  - a. **Section 1 “Effective Date and Duration”** of the Agreement is hereby amended to extend the Agreement end date, as follows:

“This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on October 1, 2015, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on ~~September 30, 2017~~ **September 30, 2018**. Agreement termination or expiration shall not extinguish or prejudice either party’s right to enforce this Agreement with respect to any default by the other party that has not been cured.”
  - b. For the period beginning October 1, 2017, **Exhibit A “Performance Work Statement”** of the Agreement is deleted in its entirety and replaced with **Exhibit A, Part 1 “Statement of Work,”** as set forth in Attachment 1, attached hereto and incorporated herein by this reference.
  - c. For the period beginning October 1, 2017, **Exhibit A, Part 2 “Payment and Financial Reporting”** of the Agreement is deleted in its entirety and replaced with **Exhibit A, Part 2 “Payment and Financial Reporting,”** as set forth in Attachment 2, attached hereto and incorporated herein by this reference.
  - d. For the period beginning October 1, 2017, **Exhibit B “Standard Terms and Conditions”** of the Agreement is deleted in its entirety and replaced with **Exhibit B “Standard Terms and Conditions”** as set forth in Attachment 3, attached hereto and incorporated herein by this reference.
  - e. For the period beginning October 1, 2017, **Exhibit C “Subcontractor Insurance Requirements”** of the Agreement is deleted in its entirety and replaced with

**Exhibit C “Insurance Requirements,”** as set forth in Attachment 4, attached hereto and incorporated herein by this reference.

- f. For the period beginning October 1, 2017, **Exhibit D “Required Federal Terms and Condition”** of the Agreement is deleted in its entirety and replaced with **Exhibit D “Federal Terms and Condition,”** as set forth in Attachment 5, attached hereto and incorporated herein by this reference.
3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
  4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies under penalty of perjury that:
    - a. The County is in compliance with all insurance requirements in Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County shall deliver to the DHS Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage required by Exhibit C of the original Agreement, within 30 days of execution of this Agreement Amendment. By certifying compliance with all insurance as required by the Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
    - b. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;
    - c. The information shown in County Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;
    - d. To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.
    - e. County and County’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets

Control of the United States Department of the Treasury and currently found at:  
<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

- f. County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- g. County is not subject to backup withholding because:
  - (1) County is exempt from backup withholding;
  - (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (3) The IRS has notified County that County is no longer subject to backup withholding.
- h. County hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, County is also required to provide DHS with the new FEIN within 10 days.

*(Remainder of page intentionally left blank)*

5. **County Data.** This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

**County Name (exactly as filed with the IRS):** County of Clackamas, Oregon

---

Street address: 2051 Kaen Road

City, state, zip code: Oregon City, OR 97045

Email address: DKrupp@co.clackamas.or.us - Don Krupp, County Administrator

Telephone: ( 503 ) 742-5400 Facsimile: ( 503 ) 742-5401

**Proof of Insurance:** County shall provide the following information upon submission of the signed Agreement amendment. All insurance listed herein and required by Exhibit C of the original Agreement, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: self-funded (letter attached via email remittance)

Policy #: . Expiration Date: .

County shall provide proof of Insurance upon request by DHS or DHS designee.

*(Remainder of page intentionally left blank)*

**6. Signatures.**

**Clackamas County,  
acting by and through its Department of Health, Housing and Human Services,  
Health Centers Division  
By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**State of Oregon acting by and through its Department of Human Services  
By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved for Legal Sufficiency:**

*Not Required per OAR 137-045-0030(1)(a)*

\_\_\_\_\_  
Department of Justice

\_\_\_\_\_  
Date

March 15, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Clackamas County and the City of Estacada  
for the Shafford Street Reconstruction Phase 1 Improvements Project

<b>Purpose/ Outcome</b>	The Agreement will allow for the Housing and Community Development Division to work with the City of Estacada to reconstruction of roadway surface of NE Shafford Street, which intersects with NE 4 <sup>th</sup> Avenue through to NE 2 <sup>nd</sup> Avenue. The project is an estimated 1,000 feet of new sidewalk for both sides of the road, curbs and asphalt improvements as well. This project will also provide ADA and drainage improvements for pedestrian use.
<b>Dollar Amount and Fiscal Impact</b>	Community Development Block Grant funds in the amount of \$130,000. Estacada will provide an estimated \$366,000 dollars for construction and engineering of the project. Estimated total construction cost of \$496,000. No County General Funds will be used for this project.
<b>Funding Source</b>	U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) funds.
<b>Duration</b>	April 2018 to August 2018
<b>Previous Board Action/ Review</b>	CDBG Action Plan approved May 5, 2016
<b>Strategic Plan Alignment</b>	1. Provide low and moderate income persons with healthy, safe and stable housing in neighborhoods where they have improved access to services. 2. Ensure safe, healthy and sure communities.
<b>Contact Person(s)</b>	Steve Kelly – Housing and Community Development: 503-650-5665 Denise Carey – City Manager of Estacada: 503-630-8270 Ext. 204
<b>Contract No.</b>	H3S 8707

**BACKGROUND:**

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of this Intergovernmental Agreement with the City of Estacada for the Shafford Street Reconstruction Phase 1 Improvements Project. The Agreement determines the roles of both County offices regarding contract administration, project management, as well as duties of engineering oversight during project construction. The Agreement was reviewed and approved by County Counsel on February 21, 2018.

**RECOMMENDATION:** We recommend the approval of this Agreement and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Richard Swift, Director  
Health, Housing Human Services

COPY

## INTERGOVERNMENTAL AGREEMENT

BETWEEN

**CLACKAMAS COUNTY,  
HEALTH, HOUSING AND HUMAN SERVICES DEPARTMENT,  
COMMUNITY DEVELOPMENT DIVISION**

AND

**THE CITY OF ESTACADA**

### I. Purpose

- A. This Intergovernmental Agreement (this “Agreement”) is entered into between Clackamas County, acting by and through its Community Development Division of the Health, Housing and Human Services Department (“County”) and the City of Estacada (“City”) for the cooperation of units of local government under the authority of ORS 190.010.
- B. This Agreement provides for the reconstruction of roadway surface of NE Shafford Street intersecting with SE 4<sup>th</sup> Avenue and NE 2<sup>nd</sup> Avenue for improved pedestrian safety to the Public Right-Of-Way. This Agreement further provides for demolition of old surfaces, adding new curbs and sidewalks, grading for new Americans with Disabilities Act (“ADA”) ramps and storm water conveyance system as part of the reconstruction work. The project is located in the City of Estacada. The City will determine the full scope of work with their hired engineer and inform the County of the scope of work prior to bidding all components of the work. These improvements are herein referred to as the “Project.”
- C. The County has determined that the Project is on NE Shafford Street of Estacada. The County reviewed the entire Project area of the selected street improvements Project. The County’s Low-Mod-Area (“LMA”) benefit minimum percentage is 43.44% for any Community Development Block Grant (“CDBG”) funded Project. The County has determined there are two overlaying Census Tracts and Block Groups (0242001 and 0242002) for this Project. These Census Tracts cover the entire City of Estacada, and provide income data for 3,980 citizens, with a combined LMA benefit of 55.55%. Therefore, the County qualifies this Project eligible for CDBG funds as a Low-Mod Area Benefit Activity that supports the residents of the City. The County will provide the reviewed Census Tract Map with the appropriate information, see ATTACHMENT A - Project Map Area.

### II. Scope of Responsibilities

- A. Under this Agreement, the responsibilities of the City shall be as follows:
1. The City shall provide all necessary supervisory and administrative support to assist the County with the completion of the Project.
  2. The City shall obtain any easements or approvals necessary to allow access onto private property through the course of the Project. Acquisition of any easement shall be obtained pursuant to the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (“URA”). If assistance is needed for URA guidance, the County will make available a Right-Of-Way Acquisition Specialist.
  3. The City shall provide Engineering services externally for the design and construction oversight of the Project. Such services shall be provided at no cost to the County. The City agrees to follow the direction of the such expert with respect to the Project at its sole expense. The City shall assume responsibility for ensuring the following:
    - a. The City shall hire a registered professional Engineer (herein after referred to as Engineer) to prepare all plans and specifications necessary to publicly bid the Project for award to a construction contractor (herein after referred to as Contractor) and provide construction oversight including staking and surveying of the Project. The Engineer firm may donate staff time as well as donate materials for the Project.
    - b. The City shall require the Engineer to maintain comprehensive general (including contractual liability) and automobile liability insurance for personal injury and property damage for the protection of the County, its 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 Engineer's or any of Engineer's subcontractor's performance of this Agreement under the following provisions listed in the matrix below.

Minimum Insurance Requirements for Contracts with Government, Architect or Engineer:

Reason for Contract:	Commercial General Liability:	Automobile Liability Commercial:	Professional Liability:
Consulting Services/ Professional	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000
Design Services	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000
Engineers	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000
Professional Services	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000

- c. The Engineer shall maintain in force such coverage for not less than three (3) years following completion of the Project. Engineer's insurance provider shall provide 30 days written notice to the County in the event of cancellation, non-renewal, or material change. The insurance company will provide written notice to the County within thirty (30) days after any reduction on the general annual aggregate limit.
- d. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the Engineer's insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the Project 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 Agreement.
- e. The City shall require the Engineer to furnish the County evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence / \$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the County, its 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, and damages because of negligent acts, errors and omissions in any way related to this Agreement. The County, at its option, may require a complete copy of the above policy.

- f. The insurance, other than the professional liability insurance, shall include the County as an expressly scheduled additional insured. Such insurance shall provide thirty (30) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.
- g. The City shall ensure that the responsibilities of the Engineer include, but not be limited to, the following:
  - (i) During construction, the Engineer shall guard the County against apparent defects and deficiencies in the permanent work constructed by the Contractor.
  - (ii) All reports and recommendations concerning construction shall be submitted to the County for its approval. The City shall make decisions for the Project and agrees that no decisions affecting construction shall be made without County approval.
  - (iii) In the event modifications to the construction contract, which result in an increase in the Project cost, are made without the prior approval of the County, City shall be solely responsible for these modifications.
  - (iv) Notify the County Surveyor of the Project and provide City, design Engineer, surveyor and contractor contacts.
  - (v) File a "Pre-Construction Record of Survey" with the County Surveyor prior to the Project final award of the construction contract in order to identify and preserve the locations of survey monuments that may be disturbed or removed during the construction as described in ORS 209.150.
  - (vi) File a "Post-Construction Record of Survey" with the County Surveyor after the construction Project is completed. The Engineer is responsible to replace any

property corner monuments that were disturbed or removed during construction as described in ORS 209.150.

4. The City shall operate and maintain the improvements for public purposes for their useful life subject to the limitations on the expenditure of funds by the City as provided by Oregon Statute.
  5. The City shall complete and submit a Performance Measures Report following completion of the Project, attached as ATTACHMENT A and incorporated by reference.
  6. The City shall complete and submit a Matching Funds Report following completion of the Project, attached as ATTACHMENT B and incorporated by reference.
  7. Upon completion of the Project, the City:
    - a. Agrees to accept the improvements and take ownership, including responsibility for any claims against the Project from that point forward; and
    - b. Agrees to become the successor of the Project construction contract and assume all of the corresponding rights and responsibilities.
  8. The City agrees to maintain ownership of the property for not less than 10 years from the execution of this Agreement.
- B. Under this Agreement, the responsibilities of the County will be as follows:
1. The County will appropriately bid and contract for construction of the Project and with the advice of the City, will approve changes, modifications, or amendments as necessary to serve the public interest.
  2. In such contracts, the County will assume the rights and responsibilities of the owner of the Project. Moreover, the County will assign a Project Coordinator to perform the following duties:
    - a. Provide Project Manual Documents and Bid the Project;
    - b. Award the Project;
    - c. Hire the lowest cost responsive/ responsible General Contractor;
    - d. Issue the Notice to Proceed to General Contractor;
    - e. Process Pay Request using CDBG funds and the following City funds: Storm Drain System Development Charges (“SDC’s”), Street SDC’s, General Fund transfer to Street Fund, and Oregon Department of Transportation (“ODOT”) Special Cities Allotment Grant;

- f. Disclose to the City and General Contractor that both State of Oregon, Bureau of Labor and Industries (“BOLI”) and Federal Davis-Bacon Act Prevailing Wage Law will apply to the construction Project. Conduct on-site interviews of workers for submitted Payroll Forms to the County for the Project;
  - g. Coordinate with City-hired Engineer to direct General Contractor during Project construction;
  - h. Collect all HUD required Project Close-Out Documents;
  - i. Release Retainage to Contractor will occur only after hired Engineer and the City approve and sign-off on Project after the scope of work has been completed; and
  - j. Relinquish ownership of Project to the City upon completion.
- 3. The County agrees to provide and administer available Federal CCDBG funds (CFDA 14.218) granted by the U.S. Department of Housing and Urban Development (“HUD”) to finance the Project.
  - 4. The County shall conduct necessary environmental reviews described in 570.604 of the CDBG regulations for compliance with requirements of the CDBG program prior to the start of construction.
  - 5. The County shall provide reasonable and necessary staff for administration of the Project.
- C. The County and City agree to jointly review and approve all design, material selection, and contract documents for the Project.
  - D. The County and City agree in order for this Project to occur, HUD has to release both years of CDBG funds to bid and construct the Project as stated in Section I (B), Purpose.

### **III. Budget & Financial**

- A. The County will apply CDBG funds received in the amount not to exceed **\$135,000** to the Project. The obligations of the County are expressly subject to the County receiving funds from HUD for the Project, and in no event shall the County’s financial contribution exceed the amount finally granted, released and approved by HUD for this Project.
- B. The City agrees to contribute the greater of:
  - 1. Twenty percent (20%) of the total cost of the Project, or
  - 2. All costs for design and construction which exceed available CDBG funds budgeted (\$135,000) for the Project.

3. Match credit(s) for this Project will be approved or rejected by the County in its sole and absolute discretion. The City at its own discretion may list, track and submit possible match credit(s) items. If match credit(s) items are approved by the County, the County will not reimburse the City in the form of a check (\$). See below Part III. D.
- C. In the event the Project cannot be completed with available funds, the County and City will jointly determine the priorities of the improvements to be made within funding limits.
- D. The City may be credited towards the matching requirements stated in Part III. B. an amount equal to 15% of the final construction cost for Engineering services as detailed in Part II. A. 3. a. The maximum CDBG funds available in Part III. A. for the Project supersedes the Engineering credit. The County has an estimated 80% percent funding commitment to the Project, and the City has an estimated 20% percent funding commitment to the Project. Project funds that exceed the County's CDBG funds shall be covered by the City's funds for the Project. The County retains the right to pay up to 80% of the Contractor's construction costs provided, that the construction cost do not exceed the CDBG funds received from HUD for the Project. Engineering services for the Project are entirely the City's responsibility. The County has no signed agreement to compensate the City for any Engineering services for the Project.
- E. The City agrees to provide funds for the Project to the County in the following manner:
  1. The County shall request a transfer of funds from the City for the amount necessary to make such payments to the lowest bidding General Contractor during the Project construction. The City shall transfer funds which exceed available CDBG funds and are owed to a contractor to the County within thirty (30) consecutive calendar days of a written request.
  2. Upon receipt of written notification from the County, the City shall provide payment within thirty (30) consecutive calendar days to the County the funds necessary to meet the matching contribution requirement in Part III. B. All checks shall be made payable to Clackamas County, include a Project Number and be mailed to the following address:

Attn: Larry Crumbaker  
Clackamas County - Finance Office  
Public Services Building  
2051 Kaen Road  
Oregon City, OR 97045
  3. Upon approval by the City, the County shall instruct the Engineer to execute a change order. If the Engineer proposes a change order that exceeds City and County funding available for the Project, the County,

City and City-hired Engineer will meet to determine best option to safely complete the construction Project for the greater good of the public.

4. Funds for the change order(s) shall be funded primarily by the City. The County will provide CDBG funds for change order(s) if there are still those funds available to use as outlined in Section III, A.

#### **IV. Liaison Responsibility**

Melanie Wagner will act as liaison from the City for the Project. Steve Kelly will act as liaison from the County.

#### **V. Special Requirements**

- A. Law and Regulations. The County and City agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. Public Contracting Requirements. To the extent applicable, the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235 are incorporated by this reference as though fully set forth.
- C. Relationship of Parties. Each party is an independent contractor with regard to the other party. Neither party is an agent or employee of the other. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- D. Indemnification. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the City agrees to indemnify, defend and hold harmless the County, its officers, elected officials, agents and employees from and against all liability, loss and costs arising from actions, suits, claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the City or its employees or agents, in performance of this Agreement.

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the County agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents and employees from and against all liability, loss costs arising from actions, suits, claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the County or its employees or agents, in performance of this Agreement.

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

- F. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- G. Access to Records. The County, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the City which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- H. Debt Limitation. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Obligations of the County are also expressly subject to the County receiving funds from HUD for this project and in no event shall the County's financial contribution exceed the amount finally granted, released and approved by HUD for this project.
- I. Conflict of Interest. No officer, employee, or agent of the City or County who exercises any functions or responsibilities in connection with the planning and carrying out of the Block Grant Program, or any other person who exercises any functions or responsibilities in connection with the program, shall have any personal financial interest, direct or indirect, in the use of the funds provided pursuant to this Agreement, and the Parties shall take appropriate steps to assure compliance. The Parties will insure that no contractor, subcontractor, contractor's employee or subcontractor's employee has or acquires any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services.
- J. Insurance. The City will bear the risk of loss from fire, extended coverage, and will purchase and maintain property insurance on all affected City property during construction and after completion of the Project. The City will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance. If applicable, the City shall be required to maintain flood insurance. Each party agrees to maintain insurance, or self-insurance, in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.272.
- K. Nondiscrimination. The City and the County agree to comply with all Federal, State, and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, familial status, or the presence of any mental or physical handicap. These requirements are specified in ORS chapter 659; Section 109 of the Housing and Community Development Act of 1974; Civil

Rights Act of 1964, Title VII; Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.

- L. Handicapped Accessibility. The City agrees that all improvements made under this Agreement shall comply with standards set for facility accessibility by handicapped persons required by the Architectural Barriers Act of 1968, as amended. Design standards for compliance are contained in 24 CFR 8.31-32 and the document entitled Uniform Federal Accessibility Standards published by HUD in April, 1988 as a joint effort with other Federal agencies.
- M. Nonsubstituting for Local Funding. The CDBG funding made available under this Agreement shall not be utilized by the City to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.
- N. Evaluation. The City agrees to participate with the County in any evaluation project or performance report, as designed by the County or the appropriate Federal department, and to make available all information required by any such evaluation process.
- O. Audits and Inspections. The City will ensure that the County, the Secretary of HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers or property pertaining to the funds provided under this agreement for the purpose of making surveys, audits, examinations, excerpts, and transcripts.
- P. Acquisition. If completion of the project requires acquisition of any real property the parties agree to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended.
- Q. Change of Use. The City agrees to comply with applicable change of use provisions contained in 24 CFR 570.505 (refer to Attachment C).
- R. Reversion of Assets. Upon expiration or termination of this Agreement, City shall transfer to County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Also for any real property under City's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to City in the form of a loan) in excess of \$25,000 or less based on the CDBG amount shall ensure said real property is either:
  - 1. Used to meet one of the National Objectives in CFR 570.208 for the term of this Agreement; or

2. Not used to meet on the National Objectives for the term of this Agreement, in which event, the City shall pay to County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

## **VI. Amendment**

This Agreement may be amended at any time with the concurrence of both Parties. Amendments become a part of this Agreement only after the written amendment has been signed by both Parties.

## **VII. Term of Agreement**

- A. This Agreement becomes effective when it is signed by both Parties.
- B. The term of this Agreement is a period beginning when it becomes effective and ending ten (10) years after completion of the Project.
- C. This Agreement may be suspended or terminated prior to the expiration of its term by:
  1. Written notice provided to the County from the City before any materials or services for improvements are procured; or
  2. Written notice provided by the County in accordance with 24 CFR 85.43, included as ATTACHMENT D, resulting from material failure by the City to comply with any term of this Agreement; or
  3. Mutual agreement by the County and City in accordance with 24 CFR 85.44.
- D. Upon completion of improvements or upon termination of this Agreement, any unexpended balances of CDBG funds shall remain with the County.

**VIII. Integration**

This Agreement contains the entire agreement between the City and the County and supersedes all prior written or oral discussions.

**IX. 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.

**X. Oregon Law**

This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of laws provisions thereof.

**XI. Waiver**

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

*[Signature Page Follows]*

**CITY OF ESTACADA**

475 Main Street  
Estacada, Oregon 97023



Sean Drinkwine, Mayor

*Feb 28, 2018*

Date

**CLACKAMAS COUNTY**

Commissioner Jim Bernard, Chair  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

Signing on Behalf of the Board.

Richard Swift, Director  
Health, Housing & Human Services  
Department

Date





**DAN JOHNSON**  
DIRECTOR

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

March 15, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Partition Plat Consent Affidavit

<b>Purpose/Outcomes</b>	To provide consent for the dedication of right of way on property encumbered by a trust deed of which the County is a beneficiary.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	Indefinite
<b>Previous Board Contact</b>	None
<b>Strategic Plan Alignment</b>	Build public trust through good government.
<b>Contact Person</b>	Wayne Olson, County Surveyor's Office – 503-742-4488

**BACKGROUND:**

The County, through the Community Development Division, is the beneficiary of a Trust Deed per fee no. 2008-053971, affecting property that is now being partitioned by Northwest Housing Alternatives. A Dedication of land for right of way purposes is required as a condition to approving the final partition plat.

ORS 92.075 requires that a beneficiary under a trust deed must either execute a declaration on the face of the plat or execute a consent affidavit indicating its consent to dedicate property to the public.

Staff has no objection to providing the required consent. The dedicated property will be subject to the County's jurisdiction upon recording of the final partition plat.

**RECOMMENDATION:**

Staff respectfully requests that the Board sign the attached consent affidavit.

Respectfully submitted,

Dan Johnson, Director  
Department of Transportation and Development



DRAFT

Approval of Previous Business Meeting Minutes:  
February 22, 2018

# BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

**Thursday, February 22, 2018 – 10:00 AM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

**PRESENT: Commissioner Jim Bernard, Chair  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader**

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

## **I. CITIZEN COMMUNICATION**

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

1. Sandra Breuer and Liane Tankersley, Housing Authority Employee presented over 60 quilts made from a group of employees for homeless veterans. These quilt will be part of the veteran transitional village and each quilt will be placed in a shelter pod. The Commissioners thanked each volunteer who help with these beautiful quilts. There was a photo with all the volunteers in the audience today.
2. Mary Shortall, West Linn – wanted to thank the Board for all they do for the citizens in Clackamas County.
3. Melissa Erlbam, Clackamas Women’s Services – wanted to thank the Board for their efforts and leadership with the new domestic violence shelter.
4. Les Poole, Gladstone – comments regarding Chair Bernard’s conduct.

## **II. PUBLIC HEARING**

1. Second Reading of Ordinance No. 01-2018 Amending Chapter 11.01 of the County Code – *1<sup>st</sup> reading was 2-8-18*

Nate Boderman, County Counsel presented the staff report.

Chair Bernard opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion to read the ordinance by title only.

### **MOTION:**

Commissioner Humberston: I move we read the Ordinance by title only.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

Chair Bernard asked for a motion to adopt.

### **MOTION:**

Commissioner Savas: I move we adopt Ordinance No. 01-2018 Amending Chapter 11.01 of the County Code.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

### **III. CONSENT AGENDA**

Chair Bernard asked the Clerk to read the consent agenda by title, he then asked for a motion.

#### **MOTION:**

Commissioner Humberston: I move we approve the consent agenda.  
Commissioner Fischer: Second.  
all those in favor/opposed:  
Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

#### **A. Health, Housing & Human Services**

1. Approval to Apply for a Capital Grant for Federal Transit Administration Bus and Bus Infrastructure Investment Program Funds through Oregon Department of Transportation for Mt Hood Express Vehicle Replacements – *Social Services*
2. Approval of an Amendment to a Sub-recipient Grant Agreement with Northwest Housing Alternatives, Inc. to add Emergency Shelter Bednights – *Social Services*
3. Approval of an Amendment #2 to the Professional Services Agreement for Clackamas County Health Centers Division with CompHealth Locum Tenens for temporary physician staff – *Health Centers*
4. Approval of an Intergovernmental Revenue Agreement (IGA) with the State of Oregon, Department of Education – Youth Development Division for the PreventNet School Site in Oregon City – *Children, Youth & Families*
5. Approval of an Intergovernmental Revenue Agreement (IGA) with the State of Oregon, Department of Education – Youth Development Division for the PreventNet School Site in Gladstone – *Children, Youth & Families*
6. Approval of a Local Grant Agreement with Northwest Family Services for Student Resource Coordination – *Children Youth & Families*
7. Approval of a Subrecipient Agreement with Northwest Housing Alternatives, Inc. for the Tenant Based Rental Assistance Program (TBRA) – *Housing & Community Development*

#### **B. Department of Transportation & Development**

1. Approval of Amendment No. 2 to the 2016-2018 Intergovernmental Agreement with Metro to Correct a Clerical Error for FY 17-18 Funding
2. Approval of an Intergovernmental Agreement with City of Milwaukie for Work Related to the Monroe Street Design Plan
3. Approval of a Contract with JAL Construction, Inc. for Construction of the Salmon River (Elk Park Road) Bridge Project - *Procurement*

#### **C. Elected Officials**

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

**D. Tourism & Cultural Affairs**

1. Approval of the Contract with Anvile Media for Search Engine Optimization & Search Engine Marketing (SEO/SEM) Services for Tourism & Cultural Affairs - *Procurement*

**IV. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

1. Approval of Contract with ICON Enterprises Inc. dba CivicPlus for Services and License for use of Proprietary Software for North Clackamas Parks & Recreation District - *Procurement*

**V. COUNTY ADMINISTRATOR UPDATE**

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

**VI. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 11:01 AM**

**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. [www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)**



# Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

March 15, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

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

<b>Purpose/Outcome</b>	The Sheriff's Office will provide patrol services in the Mt. Hood National Forest during the summer months of May through September or at other times as funding permits.
<b>Dollar Amount and Fiscal Impact</b>	The total calendar year 2018 operating plan is \$69,212.00. Law enforcement activities will be billed hourly.
<b>Funding Source</b>	The USDA, Forest Service is the source of funds for this agreement as billed by the Clackamas County Sheriff's Office.
<b>Safety Impact</b>	The funds will provide patrol services in the Mt. Hood National Forest for general patrol. The assigned Deputies would also be available for other support and assistance as requested by the U.S. Forest Service.
<b>Duration</b>	Effective upon signature and terminates on December 31, 2018.
<b>Previous Board Action/Review</b>	Agreement has been approved annually since FY 2013.
<b>Contact Person</b>	Nancy Artmann, Sheriff's Finance Manager – Office (503) 785-5012
<b>Contract No.</b>	FS Agreement No. 18-LE-11060600-007

**BACKGROUND:**

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

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

**RECOMMENDATION:**

Staff recommends the Board approve this cooperative agreement on behalf of Clackamas County.

Respectfully submitted,

Matt Ellington,  
Undersheriff

FS Agreement No. 18-LE-11060600-007

Cooperator Agreement No. \_\_\_\_\_

**COOPERATIVE LAW ENFORCEMENT AGREEMENT**  
**Between**  
**COUNTY OF CLACKAMAS**  
**CLACKAMAS COUNTY SHERIFF'S DEPARTMENT**  
**And The**  
**USDA, FOREST SERVICE**  
**Mt. Hood National Forest**

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between County of Clackamas, Clackamas County Sheriff's Department, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Mt. Hood National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and the Cooperator has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: Cooperative Law Enforcement Agreement

**I. PURPOSE:**

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to the Cooperator for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

**II. THE COOPERATOR SHALL:**

- A. Perform in accordance with the approved and hereby incorporated Annual Financial and Operating Plan (Annual Operating Plan) attached as Exhibit A. *See related Provision IV-E.*
- B. Ensure that the officers/agents of the Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.
- C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Annual Operating Plan.



- D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.
- E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-J.
- F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.
- G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.
- H. Bill the U.S. Forest Service for the Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Annual Operating Plan. Billing frequency will be as specified in the Annual Operating Plan. *See related Provisions III-B, IV-I, and IV-P.*
- I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- K. Maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).



**III. THE U.S. FOREST SERVICE SHALL:**

- A. Perform in accordance with the Annual Operating Plan attached as Exhibit A.
- B. Reimburse the Cooperator for actual expenses incurred, not to exceed the estimated amount shown in the Annual Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display the Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Annual Operating Plan, less any previous U.S. Forest Service payments. *See related Provisions II-H and IV-I.* The invoice should be forwarded as follows:

**Submit original invoice(s) for payment to:**

USDA, Forest Service  
 Albuquerque Service Center  
 Payments – Grants & Agreements  
 101B Sun Avenue NE  
 Albuquerque, NM 87109  
 FAX: 877-687-4894  
 E-Mail: asc\_ga@fs.fed.us

**Send copy to:**

Andy Coriell  
 U.S. Forest Service  
 Northern Oregon Zone  
 16400 Champion Way  
 Sandy, OR 97055  
 Phone: 503-668-1789  
 E-Mail: acoriell@fs.fed.us

**IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:**

- A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- B. The principal contacts for this agreement are:

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Lt. Graham Phalen 2223 Kaen Road Oregon City, OR 97045 Telephone: 503-785-5117 FAX: 503-785-5190 Email: <a href="mailto:grahampha@clackamas.us">grahampha@clackamas.us</a>	Nancy Artmann 9101 SE Sunnybrook Blvd. Clackamas, OR 97015 Telephone: 503-785-5012 FAX: 503-785-5027 Email: <a href="mailto:nartmann@co.clackamas.or.us">nartmann@co.clackamas.or.us</a>

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Andy Coriell 16400 Champion Way Sandy, OR 97055 Telephone: 503-668-1789 FAX: 503-668-1738 Email: <a href="mailto:acoriell@fs.fed.us">acoriell@fs.fed.us</a>	Rachele Avery 16400 Champion Way Sandy, OR 97055 Telephone: 503-668-1625 FAX: 503-668-1771 Email: <a href="mailto:racheleavery@fs.fed.us">racheleavery@fs.fed.us</a>
	<b>U.S. Forest Service Agreement Contact</b> Jessica Clark 987 McClellan Rd (physical) 501 E 5th St. Bldg 404 (mail) Vancouver, WA 98661 Telephone: 360-891-5168 FAX: 360-891-5081 Email: <a href="mailto:jessicaaclark@fs.fed.us">jessicaaclark@fs.fed.us</a>

- C. An Annual Operating Plan will be negotiated on a calendar year basis. At the end of the year, funds not spent may be carried forward to the next year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, funds not spent will be deobligated.
- D. This agreement has no effect upon the Cooperator's right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.
- E. Any Annual Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Annual Operating Plan shall at a minimum contain:
1. Specific language stating that the Annual Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
  2. Specific beginning and ending dates.
  3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.
  4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
  5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.



6. Billing frequency requirement(s). *See related Provisions II-H and III-B.*
  7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.
  8. A review and signature of a U.S. Forest Service Agreements Coordinator.
- F. Nothing in this agreement obligates either party to accept or offer any Annual Operating Plan under this agreement.
- G. The officers/agents of the Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of the Cooperator. Law enforcement provided by the Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.
- H. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.
- I. The Cooperator's reimbursable expenses must be: listed in an approved Annual Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.
- J. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse the Cooperator for only the additional activities requested and not for activities that are regularly performed by the Cooperator.
- K. Reimbursement may include the costs incurred by the Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Annual Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.

When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Annual Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether the Cooperator is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Annual Operating Plan unless approved by all parties in the agreement and shown in the Annual Operating Plan.



When the U.S. Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; the Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. The Cooperator shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. The Cooperator is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed the Cooperator for and/or transferred to the Cooperator under the AD-107 process or equivalent.

- L. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of \$5,000.00, purchased by the Cooperator using any Federal funding. Upon expiration of this agreement the Cooperator shall forward an equipment and supply inventory to the U.S. Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S. Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.
- M. When no equipment or supplies are approved for purchase under an Annual Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of the Cooperator's purchase of equipment or supplies.
- N. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Annual Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.
- O. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to the Cooperator in excess of the amount to which the Cooperator is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:
  - 1. Making an administrative offset against other requests for reimbursements.
  - 2. Withholding advance payments otherwise due to the Cooperator.
  - 3. Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C. Chapter 37.



- P. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- Q. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.
- R. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
  - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
  - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
  - (d) If the Government determines that the recipient is not in compliance with this award provision, it:
    - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
    - (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.



- S. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500. The U.S. Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the cost of the contract. If the Cooperator is/are approved to issue a contract, it shall be awarded on a competitive basis.
- T. This agreement in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- U. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- V. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
- W. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through December 31, 2022.
- X. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

*[Handwritten Signature]* (US ELLINGTON) *3/7/18*

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CRAIG ROBERTS, Sheriff Date  
County of Clackamas

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



JIM BERNARD, Commissioner Chair  
County of Clackamas

Date

*Michael L. Loudermilk*  
MICHAEL L. LOUDERMILK, Special Agent in Charge  
U.S. Forest Service, Pacific Northwest Region

*2/20/2018*  
Date

The authority and format of this agreement (18-LE-11060600-007) have been reviewed and approved for signature.

*Melanie Guinan*  
MELANIE GUINAN, Grants Management Specialist  
U.S. Forest Service, Gifford Pinchot National Forest

*02/16/2018*  
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.



FS Agreement No. 18-LE-11060600-007  
Cooperator Agreement No. \_\_\_\_\_

**EXHIBIT A**

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &  
FINANCIAL PLAN**

**Between  
COUNTY OF CLACKAMAS  
CLACKAMAS COUNTY SHERIFF'S OFFICE  
and the  
USDA, FOREST SERVICE  
Mt. Hood National Forest**

**2018 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between County of Clackamas, Clackamas County Sheriff's Office", hereinafter referred to as "Cooperator," and the USDA, Forest Service, Mt. Hood National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement 18-LE-11060600-007 executed on date of last signature. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning February 14, 2018 and ending December 31, 2018.

Previous Year Carry-over: N/A  
Current Calendar Year Obligation: \$69,212.00  
**CY2018 Total Annual Operating Plan: \$69,212.00**

**I. GENERAL:**

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

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Lt. Graham Phalen 2223 Kaen Road Oregon City, OR 97045 Telephone: 503-785-5117 FAX: 503-785-5190 Email: <a href="mailto:grahampha@clackamas.us">grahampha@clackamas.us</a>	Nancy Artmann 9101 SE Sunnybrook Blvd Clackamas, OR 97015 Telephone: 503-785-5012 FAX: 503-785-5027 Email: <a href="mailto:nartmann@co.clackamas.or.us">nartmann@co.clackamas.or.us</a>



**Principal U.S. Forest Service Contacts:**

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Andy Coriell 16400 Champion Way Sandy, OR 97055 Telephone: 503-668-1789 FAX: 503-668-1738 Email: <a href="mailto:acoriell@fs.fed.us">acoriell@fs.fed.us</a>	Rachele Avery 16400 Champion Way Sandy, OR 97055 Telephone: 503-668-1625 FAX: 503-668-1771 Email: <a href="mailto:racheleavery@fs.fed.us">racheleavery@fs.fed.us</a>

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

Wages at the prevailing rate of \$79.62 per hour and overtime at the rate of \$97.45 per hour.

**II. PATROL ACTIVITIES:**

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

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

The primary patrol activities will be during the summer months of May through September; the tour of duty will be ten hours per day on Friday, Saturday and Sunday, and include the national holidays of May 28, 2018, July 4, 2018 and September 3, 2018. Patrol activities may also occur during other months, as funding permits and as agreed to between the Cooperator and U.S. Forest Service. Patrol dates may be varied to address operational needs after mutual agreement between the Cooperator's and the U.S. Forest Service's representatives.

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

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



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

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

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

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

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

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

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

***Zigzag Ranger District:***

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

***Clackamas River Ranger District:***

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

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

Search and rescue within the Mt. Hood National Forest, within Clackamas County, is the responsibility of the Clackamas County Sheriff. The role of the assigned Deputies to this



agreement is to take initial action on search and rescue incidents and to coordinate subsequent (short term) activities.

Total reimbursement for this category shall not exceed the amount of \$69,212.00

### III. EQUIPMENT:

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

- A. The Forest Service agrees to reimburse Clackamas County for equipment and supplies in an amount not to exceed \$1,000. All purchases must be approved by the Forest Service prior to purchase. Documentation of such purchases shall become part of the Cooperative Agreements' official file.
- B. The Forest Service may loan Clackamas County equipment as needed, when mutually agreed. While in possession of Clackamas County, maintenance of this equipment shall be the responsibility of the Cooperator and shall be returned in same condition as time of transfer

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

### IV. SPECIAL ENFORCEMENT SITUATIONS:

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

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

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



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

#### C. Billing Documentation:

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

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

#### V. BILLING FREQUENCY:

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

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

USDA Forest Service  
Albuquerque Service Center  
Payments-Grants and Agreements  
101B Sun Ave NE  
Albuquerque, NM 87109  
FAX: 877-687-4894  
E-Mail: asc\_ga@fs.fed.us



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

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

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

The statement should be sent to the following address:

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

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

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

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

- D. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*
- E. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.



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

*CR* (U.S. Sheriff) 3/17/18  
CRAIG ROBERTS, Sheriff Date  
County of Clackamas

\_\_\_\_\_  
LISA NORTROP, Forest Supervisor Date  
U.S. Forest Service, Mt. Hood National Forest

\_\_\_\_\_  
JIM BERNARD, County Commissioner Chair Date  
County of Clackamas

*Michael L. Loudermilk* 2/20/2018  
MICHAEL L. LOUDERMILK, Special Agent in Charge Date  
U.S. Forest Service, Pacific Northwest Region

The authority and format of this agreement (18-LE-11060600-007) have been reviewed and approved for signature.

*Melanie Guinan* 02/16/2018  
MELANIE GUINAN, Grants Management Specialist Date  
U.S. Forest Service, Gifford Pinchot National Forest

**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

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



Dave Cummings  
Chief Information Officer

## Technology Services

121 Library Court Oregon City, OR 97045

March 06, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval for a Service Level Agreement between  
Clackamas Broadband eXchange and The City of Sandy

<b>Purpose/Outcomes</b>	Clackamas Broadband eXchange (CBX) is looking for approval to enter into a Service Level Agreement (SLA) with the City of Sandy for a connection to the Pittock building in Portland.
<b>Dollar Amount and Fiscal Impact</b>	The City of Sandy will pay a non-recurring fee of \$15,000.00 for the Pittock construction equipment and a recurring lease fee of \$6,000.00 annually for the connection.
<b>Funding Source</b>	The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget and then reimbursed by the City of Sandy.
<b>Duration</b>	Effective upon signature by the board and the SLA can be renewed on a year to year basis.
<b>Previous Board Action</b>	Board previously approved CBX to provide a fiber network to the City of Lake Oswego.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"><li>1. Build a strong infrastructure.</li><li>2. Build public trust through good government.</li></ol>
<b>Contact Person</b>	Dave Devore (503)723-4996

**BACKGROUND:**

CBX is proposing to install DWDM equipment as part of the CBX network to provide connectivity to the Pittock building in Portland. With this equipment, entities would have the option of connecting into the Pittock for access to multiple internet feeds.

**RECOMMENDATION:**

Staff respectfully recommends approval to enter into this Service Level Agreements. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

This Service Level Agreement has been reviewed and approved by County Counsel.

Sincerely,

Dave Cummings  
CIO Technology Services

# Clackamas County

## FIBER OPTIC SERVICE LEVEL AGREEMENT

City of Sandy  
(Customer Name)

### 1. Recitals

**WHEREAS**, Clackamas County (County) desires to provide to City of Sandy (Customer) the Services set forth in this Agreement, between the specified Customer sites listed in Appendix A, and at the price contained in Appendix A; and

**WHEREAS**, Customer desires to use the Services; and

**WHEREAS**, the Parties desire to set forth herein their respective rights and obligations with respect to the provision of Services,

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and promises set forth herein, intending to be legally bound, the Parties agree as follows.

### 2. Fiber Optic Network Description

County will provide Customer with point-to-point single mode fiber optic network connectivity, including a termination panel for the fiber optic cables at each Customer premises on a path designated by the County.

### 3. Service Description

Service provided to Customer by County is physical connectivity of one (or more) strands of optical fiber ("Fiber"), between sites specifically identified in Appendix A for the exclusive use of the Customer's internal communication needs. Each site listed in Appendix A will have a single mode fiber termination.

### 4. Construction and Installation Requirements

- a. County, when installing fiber optic cables on the property of Customer, shall do so in a neat and professional manner. Routing and location of these cables shall be mutually agreed upon between the parties.
- b. Customer shall secure any easements, leases, permits or other agreements necessary to allow County to use existing pathways to, into and within each site to the demarcation point for service. Customer shall provide a path for the fiber optic cable from the point of entry into the site to the termination panel that complies with all applicable building, electrical, fire and related codes.
- c. Subject to the terms of this Agreement, and at no cost to County, Customer shall provide adequate environmentally controlled space and electricity required for

installation, operation, and maintenance of the County's fiber optic cables used to provision the service within each site.

- d. Customer shall provide a clean, secure, relatively dry and cool location (consistent with environmental requirements for fiber optic network connectivity equipment) at each of its premises for necessary equipment.
- e. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have reasonable ingress and egress into and out of Customer properties and buildings in connection with the provision of service.
- f. If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify County to install the applicable portion of the fiber optic network in areas of any such site not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.
- g. County shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- h. County shall construct Fiber into each Customer building enumerated herein; splice fiber into existing County fiber optic resources; terminate County's optical fiber in each Customer building; test and certify appropriate Fiber performance at each Customer location; and provide the appropriate "hand-off's" at each location for Customer utilization. Test results for physical connection will be made available upon request.

## **5. Term of Agreement**

At such time as County completes installation and connection of the necessary facilities and equipment to provide service herein, County shall then certify and notify Customer in writing that the service is available for use, and the date of such notice shall be called the "Service Start Date." Unless terminated with 30 days notice as herein provided, this agreement shall continue to July 1 following the date of commencement, and shall be automatically renewed on July 1 of each subsequent year, for a term of one year, at the County's then-current rate schedule.

## **6. Rates**

In return for County providing the services described in Appendix A for the term indicated herein, Customer shall pay County both nonrecurring construction/installation charges and recurring charges for services as specified in Appendix A as it shall be amended from time to time.

## **7. Payment Options**

### **a. Annual Payments**

County shall provide an invoice for twelve months of service (July 1 through June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The annual charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

b. **Alternative Payment Frequency**

If Customer demonstrates that prepaid billings present a hardship, Customer may prepay semi-annually, quarterly, and in extreme circumstances may pay monthly. County shall provide an invoice for one quarter or month of service, or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The quarterly or monthly charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

8. **Fiber Maintenance**

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing sound engineering practices and in accordance with Appendix B, throughout the Agreement Term. In the event the Fiber fails at any time to meet the specifications outlined in Appendix C, County shall endeavor to restore the Fiber to meet the specification standards in as timely and expedited a manner as reasonably possible.

County may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder.

Customer shall promptly notify County of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber. County shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber and/or Customer's use thereof.

9. **Confidentiality**

All Customer data, voice, or video transmission using County fiber optic facilities shall be treated by County as confidential information, to the extent allowable by law. County agrees that this information shall not be made available, in any form, to any party other than County or its agents or contractors as may be necessary to conduct maintenance or repair activity, without written permission of Customer, except as required by law.

10. **Content Control and Privacy**

Customer shall have full and complete control of, and responsibility and liability for,

the content of any and all communications transmissions sent or received using the Fiber.

**11. Assignment and Successors**

Either party may assign this Agreement upon prior written consent of the other party. Such consent shall not be unreasonably withheld. Upon such assignment, all rights and obligations of County and Customer under this Agreement shall pass in total without modification to any successor(s) regardless of the manner in which the succession may occur.

**12. Damage**

County shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of the Customer's premises or facilities, which are damaged by County or its agents. Customer shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of County's connectivity equipment or other facilities, located at Customer premises, which are damaged by Customer or its agents.

Customer will reimburse all related Costs associated with damage to the Fiber caused by the negligence or willful misconduct of Customer, its affiliates, employees, agents, contractors or customers, except to the extent caused by the gross negligence or willful misconduct of County, its affiliates, employees, contractors or agents. "Cost(s)", as used herein include the following: (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs; and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.).

**13. Force Majeure**

Neither party hereto shall be deemed to be in default of any provision of this Agreement, for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but shall not be limited to, acts of nature, civil or military authority, civil disturbance, war, strikes, fires, power failure, other catastrophes or other force majeure events beyond the parties' reasonable control, provided however that the provisions of this paragraph and article shall not preclude Customer from cancelling or terminating this Agreement as otherwise permitted hereunder, regardless of any force majeure event occurring to County.

**14. Consequential Damages**

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORSEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, TRANSMISSION INTERRUPTIONS OR DEGRADATION, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROFITS OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF

REPLACEMENT SERVICES OR CLAIMS OF CUSTOMERS, WHETHER OCCASIONED BY ANY REPAIR OR MAINTENANCE PERFORMED BY OR FAILED TO BE PERFORMED BY A PARTY, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

**15. Public Contracting Provisions**

The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, to the extent applicable, are incorporated herein by this reference.

**16. Non-Appropriation**

Notwithstanding any other provisions of this Agreement, the parties hereby agree and understand that any obligation of Customer to obtain services as provided herein is subject to fund availability and appropriation by Customer for such services through its adoption of an annual budget. Should funds not be appropriated or be available from Customer during the term of this Agreement, the Agreement shall terminate and Customer shall pay County any remaining pro rata fees for services due to the date of such termination payable pursuant to Section 7 of this Agreement.

**17. Compliance with Laws**

Customer shall comply with all applicable federal, state county and city laws, ordinances and regulations, including regulations of any administrative agency thereof, heretofore or hereafter adopted or established, during the entire term of this Agreement.

**18. Taxes and Assessments**

- a. Customer agrees to pay any and all applicable national, federal, state, county and local taxes, fees, assessments or surcharges, and all other similar or related charges, which are imposed or levied on the Fiber, or because of Customers use of the Services under this Agreement (collectively, "Taxes), whether or not the Taxes are imposed or levied directly on the Customer, or imposed or levied on the County because of or arising out of the use of the Services either by the Customer, or its affiliates, or anyone to whom Customer has sold or otherwise granted access to the Services. Customer agrees to pay these Taxes in addition to all other fees and charges as set forth elsewhere in this Agreement.
- b. "Taxes" include, but are not limited to, business and occupation, commercial, district, excise, franchise fee, gross receipts, license, occupational, privilege, property, Public Utility Commission, right-of-ways, utility user, or other similar taxes, fees surcharges and assessments as may be levied against Customer, or against County and passed through to Customer.

**19. Termination**

- a. This Agreement shall terminate ninety (90) days following written notice by either

party.

- b. In the event Customer terminates this Agreement based upon County 's default or failure to perform as described in this Agreement, County shall reimburse to Customer the pro rata amounts paid on the unexpired term of this Agreement.
- c. If Customer terminates this Agreement for any reason other than that based on non-appropriation or on County's default or failure to perform, County shall be entitled to 5% of the remaining contract amount for the unexpired term of this Agreement.

**20. Default**

- 1. Either of the following events shall constitute a default:
  - a. Failure to perform or comply with any material obligation or condition of this Agreement by any party; or
  - b. Failure to pay any sums due under this Agreement.
- 2. Any defaulting party shall have thirty (30) days in which to cure following written notice of default by the non-defaulting party.

**21. Amendment**

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

**22. No recourse Against the Grantor**

Customer shall have no recourse whatsoever against County or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Agreement or any part thereof is determined to be invalid.

**23. Notice**

Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, or by facsimile addressed as follows:

**Notice to the County**

Manager, Clackamas Broadband Express  
Clackamas County Technology Services  
121 Library Court  
Oregon City, Oregon 97045  
Fax Number (503) 655-8255

with a copy to

Chief Information Officer  
Clackamas County Technology Services  
121 Library Court  
Oregon City, Oregon 97045  
Fax Number: (503) 655-8255

**Notice to the Customer**

SandyNet General Manager  
City of Sandy  
39250 Pioneer Blvd  
Sandy, OR 97055  
503-668-8714

with a copy to

City Manager  
City of Sandy  
39250 Pioneer Blvd  
Sandy, OR 97055  
503-668-8714

Either Party, by similar written notice, may change the address to which notices shall be sent.

**24. Whole Contract**

THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OF PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BE BINDING ON EITHER PARTY EXCEPT AS A WRITTEN ADDENDUM SIGNED BY AUTHORIZED AGENTS OF BOTH PARTIES.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the date and year first above written.

**Clackamas County**

By (signature): \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Customer**

City of Sandy \_\_\_\_\_  
(Customer Name)

By (signature):  \_\_\_\_\_

Name (print): Joe Knapp \_\_\_\_\_

Title: SandyNet General Manager \_\_\_\_\_

Date: 02/26/18 \_\_\_\_\_

**APPENDIX A**  
**2/15/2018**  
**SERVICE AND RATE SCHEDULE**

**1. Specified Services and Rates**

The following are the sites, services, and rates agreed to by County and Customer at which Customer shall be provided services on the fiber optic network during the term of the Agreement. It is understood by both parties that service to these sites shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein. It is further understood that, during the term of the Agreement, Customer may add services to existing or new locations, or change services and/or locations, but that such changes are subject to the rates for such additional services.

**2. Construction, Installation and Activation**

For construction, installation and activation work and provision of fiber optic network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 5 of Appendix A. All facilities constructed under this Agreement and Appendix A shall be owned, operated, and maintained by the County.

**3. Service Changes and Conversions**

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges.

**4. Annual Recurring Charges**

	<b>From</b> (Connecting Point A:Site Name & Address)	<b>To</b> (Connecting Point B:Site Name & Address)	<b>Service</b>	<b>Monthly Rate (\$)</b>
1	Sandy City Hall 39250 Pioneer Blvd Sandy, OR 97055	WES Hub 15941 S Agnes Ave Oregon City, OR 97045	DWDM Wavelength	\$100.00
2	WES Hub 15941 S Agnes Ave Oregon City, OR 97045	Pittock Building 921 SW Washington Portland, OR 97205	DWDM Wavelength	\$400.00

**5. Nonrecurring Charges**

	<b>From</b> (Connecting Point A:Site Name & Address)	<b>To</b> (Connecting Point B:Site Name & Address)	<b>Service</b>	<b>Amount (\$)</b>
1	Sandy City Hall 39250 Pioneer Blvd Sandy, OR 97055	WES Hub 15941 S Agnes Ave Oregon City, OR 97045	Construction	\$15,000.00
2	WES Hub 15941 S Agnes Ave	Pittock Building 921 SW Washington	Construction	\$0.00

	Oregon City, OR 97045	Portland, OR 97205		
--	-----------------------	--------------------	--	--

**6. Late Payment Interest**

Customer will be charged interest for any payment made after its due date (thirty (30) days after receipt of invoice). Interest is charged at a rate of one and a half percent (1.5%) per month, or eighteen percent (18%) annually, on any installment not paid when due.

**7. Annual Consumer Price Index (CPI) Adjustments**

All fees and minimum charges are subject to Consumer Price Index (CPI) adjustments, to be applied annually. The amount of the fees and charges specified herein may increase annually by a percentage up to the change in the Consumer Price Index (CPI) for urban wage earners and clerical workers for the Portland, Oregon metropolitan region for the prior year, unadjusted for seasonal variations, as determined by the Bureau of Labor Statistics of the Department of Labor and as published in such Bureau of Labor Statistics Detailed Report.

*Remainder of this page intentionally left blank.*

## APPENDIX B

### MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES

#### 1. Defined Terms

- a. "Routine Maintenance" is all preventive maintenance activities and repairs.
- b. "Non-Routine Maintenance" is all efforts and activities in response to an emergency circumstance which requires restoration of service.

#### 2. General

- a. County shall operate and maintain a Network Control and Management Center (NCAM) staffed twenty-four (24) hours a day, seven (7) days a week, by trained and qualified personnel. County shall maintain (503) 742-4219 telephone number to contact personnel and NCAM. County's NCAM personnel shall dispatch maintenance and repair personnel along the fiber optic network to repair problems detected through the NCAM's remote surveillance equipment, by the Customer, or otherwise.
- b. In the event Customer identifies a circumstance which requires restoration of service, Customer shall provide NCAM personnel the name and address of the facility with the problem, the identification number of the Fiber circuits in question, and the name and telephone numbers of Customer's personnel to contact for site access and status updates. NCAM personnel shall immediately contact a County technician and provide the Customer contact information. County technician shall contact Customer within one (1) hour of initial call.
- c. If the County's technician cannot repair the service interruption by telephone, County shall use commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring repair within five (5) hours of the initial call to the NCAM. County will then work continuously until service has been restored.
- d. County shall use commercially reasonable efforts to notify Customer seven (7) days prior to the date of any planned non-emergency maintenance activity. In the event that a County planned activity is canceled or delayed for any reason as previously notified, County shall notify Customer as soon as reasonably possible and will comply with the provisions of the previous sentence to reschedule any delayed activity.

#### 3. Fiber Optic Network

- a. County shall maintain the fiber optic network in good and operable condition and shall repair the fiber in a manner consistent with industry standards and using commercially reasonable efforts.
- b. County shall perform appropriate routine maintenance on the fiber optic network in accordance with County's then current preventive maintenance procedures. County's maintenance procedures shall not substantially deviate from industry practice.

#### **4. Restoration**

- a. When restoring damaged fiber, the Parties agree to work together to restore all traffic as quickly as possible. County, immediately upon arriving on the site of the damage, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.
- b. It will be the responsibility of County and Customer to report to one another respectively any known environmental hazards which would restrict or jeopardize any maintenance work activities in shelters or right of way areas of operation.
- c. Upon notification of interruption of fiber optic network service, disrepair, impairment or other need for repair or restoration of the fiber and the location of the damaged fiber, County shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, having maintenance personnel at the affected site within five (5) hours after receipt of such notice with the required restoration material and equipment.
- d. In the event that Customer's use of the fiber optic network is interrupted due to an occurrence of a force majeure event, repairs and restoration shall be made as expeditiously as reasonably possible. Customer recognizes that five (5) hour response time represents optimal conditions, and may be impossible to achieve when emergency restoration of fiber optic network integrity is required or when responding to certain remote locations. Actual response times will be influenced by such factors as terrain, weather conditions present at the time the request is made and actual mileage to the fault site.
- e. For purposes of this section, "commercially reasonable efforts" means activities and performances consistent with prudent utility practice, existing contract provisions for County technicians and/or employees, practices required for preserving the integrity of the fiber optic network, and response times that do not jeopardize the health and safety of the employees, contractors and agents of County and Customer.

5. Customer shall be responsible for paying County standard maintenance fees for

any calls to County for maintenance issues related to the Fiber that County later confirms as resulting from another source other than functionality of the Fibers.

***Remainder of this page intentionally left blank.***

## APPENDIX C

### FIBER SPLICING AND TESTING STANDARDS AND PROCEDURES

#### 1. Fiber and Connector Standards

##### a. **Connector Standards**

The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed .8 dB.

##### b. **Field Splice Standards**

The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, County is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (re-burns) to bring the OOS fiber within specification will be provided.

##### c. **Span Loss**

It is County's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by County. The following span loss calculation will be used:

$$(A * L) + (0.1 * N) + C = \text{Acceptable Span Loss}$$

A = Attenuation per KM at 1550 nm

L = Optical length of cable measured in kilometers (from OTDR Trace)

N = Number of splices in a span

C = Connector loss. The connector loss will not exceed .5dB. The section test will have (2) pigtail connectors/splices under test, so 1.0dB will be allowed for this loss.

*Remainder of this page intentionally left blank.*



March 15, 2018

Board of County Commissioner  
Clackamas County

Members of the Board:

A Board Order Approving a Tax Foreclosed Property for Declaration as Surplus and  
Established Minimum Bid Amount

<b>Purpose/Outcomes</b>	Approve the parcels to be declared as surplus for sale or distribution, set the minimum bid amount and return the tax foreclosed properties to the tax rolls.
<b>Dollar Amount and Fiscal Impact</b>	Dollar amount varies depending on sale results.
<b>Funding Source</b>	N/A
<b>Duration</b>	Management and disbursement of tax foreclosed and surplus properties are ongoing.
<b>Previous Board Action</b>	A Study Session with the Board of County Commissioners was held on March 6, 2018 to discuss these parcels. The Board approved the parcels to be declared as surplus for sale or distribution.
<b>Strategic Plan Alignment</b>	1. Management of Tax Foreclosed properties. 2. Build public trust through good government.
<b>Contact Person</b>	Rick Gruen, Property Resources Manager 503.742.4345

**BACKGROUND:** Clackamas County's Department of Assessment and Taxation annually forecloses on tax-delinquent properties. The foreclosure process is a six year process – taxes must be delinquent for three years, then a two year judgment is filed and in the sixth year foreclosure occurs and the property is deeded to the County in lieu of uncollected taxes. Following the recording of the deed in the County's name, the management and disposition is then transferred to the Property Resources Division of the Department of Business and Community Services. Property Resources Division is tasked with managing, administering and dispersing of tax foreclosed real property assets in a cost effective manner that will provide a County public benefit. No General Fund resources are currently allocated to this program

**RECOMMENDATION:** Staff recommends the Board of County Commissioners approve the list of tax foreclosed properties for declaration as surplus and set the minimum bid amount.

Respectfully submitted,

Laura Zentner, Interim Director  
Business and Community Services

In the Matter of the Sale of Real  
Property acquired by Clackamas  
County by tax deed, gift or purchase.

ORDER NO.

Page 1 of 3

This matter coming before the Board of County Commissioners at this time, and it appearing to the Board that the real property parcels listed below, having been acquired by Clackamas County by tax deed, gift or purchase, are not currently in use for County purposes; and

IT FURTHER APPEARING a list of the proposed auction properties was circulated and reviewed by County Department Heads and other governmental agencies within Clackamas County and are therefore presumed surplus.

IT FURTHER APPEARING to the Board that the following properties should be offered for public sale for not less than the minimum price specified herein and in compliance with applicable portions of ORS Chapter 275.110;

NOW, THEREFORE, the Board finds that the real property parcels listed below are surplus, and selling them is in the best interest of the citizens of Clackamas County.

IT IS HEREBY ORDERED that the following properties shall be offered for sale for not less than the minimum price specified herein and in compliance with the applicable portions of ORS Chapter 275.110.

Parcels may be encumbered with restrictions, easements, conditions and covenants.

**Clackamas County Surplus Real Estate Public Oral Auction  
Development Services Building  
Auditorium  
150 Beaver Creek Rd., Oregon City, OR 97045  
Date: TBD**

**REGISTRATION begins at 9:00 a.m. / AUCTION begins at 10:00 a.m.  
\* \* \* Auction will be conducted in English and in U.S. currency only \* \* \***

In the Matter of the Sale of Real  
Property acquired by Clackamas  
County by tax deed, gift or purchase.

ORDER NO.

Page 2 of 3

<b>Item #</b>	<b>Description</b>	<b>Assessed Real Market Value \$</b>	<b>Minimum Bid \$</b>	<b>Deposit Amount- 20% of the Minimum Bid</b>
<b>1</b>	12E29CB09700 Unimproved Parcel- 6402 SE Jordan Ave Milwaukie, OR 97222	\$111,910	TBD	TBD
<b>2</b>	22E29DC01200 Unimproved Parcel – Off of Redland Road and Abernethy Road	\$31,489	\$7,873	\$1,575
<b>3</b>	22E31DD01300 Improved Parcel – 1103 Charman Street Oregon City, OR 97045	\$326,974	TBD	TBD
<b>4</b>	27E31AB00100 Improved Parcel – 65607 East Greensprings Street Welches, OR 97067	\$209,219	TBD	TBD
<b>5</b>	31W15BC01000/1001 Unimproved Parcel – Off of Grahams Ferry Road	\$411,608	TBD	TBD
<b>6</b>	32E05BC04601 Improved Parcel – 304 Warner Street Oregon City, OR 97045	\$239,448	TBD	TBD

In the Matter of the Sale of Real  
Property acquired by Clackamas  
County by tax deed, gift or purchase.

ORDER NO.

Page 3 of 3

IT IS FURTHER ORDERED that the Sheriff of Clackamas County, Oregon be and is hereby directed and authorized to sell the above described properties in the manner provided by law and for not less than the minimum price herein determined; and

IT IS FURTHER ORDERED that the Sheriff of Clackamas County, Oregon is hereby directed to advertise the sale of the above described property in a newspaper of general circulation, circulated and published in Clackamas County, once a week for four consecutive weeks prior to such sale. Such notice shall include the date, time and place of sale, the description of the properties or interests therein to be sold, the market value of the properties or interests as determined by a certified appraiser or the Clackamas County Department of Taxation and Assessment, the minimum price as fixed by the Board at the date of this order. The Sheriff shall further make a proof of publication of such notice in the same manner as proof of publication of summons is made and shall file such proof of publication with the county clerk. Copies of all Sheriff Sale documents shall be forwarded to the Property Resources section upon sale completion; and

IT IS FURTHER ORDERED that the Director or Deputy Director of Business and Community Services, is hereby authorized to act as representative of the Board of County Commissioners in the acceptance and execution of all documents necessary for the sales; and that the Director of Finance for Clackamas County is hereby authorized to execute all necessary documentation for the fulfillment of any contracts of sale associated with these sales at the time of fulfillment, as representative for the Board of County Commissioners.

DATED this 15th day of March, 2018

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING  
2051 KAEN ROAD OREGON CITY, OR 97045

March 15, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

**Stephen L. Madkour**  
County Counsel

**Kathleen Rastetter**  
**Scott C. Ciecko**  
**Alexander Gordon**  
**Amanda Keller**

**Nathan K. Boderman**  
**Christina Thacker**  
**Shawn Lillegren**  
**Jeffrey D. Munns**  
Assistants

Release of a Reversionary Clause Related to Property  
Previously Conveyed to North Clackamas School District No. 12

<b>Purpose/Outcomes</b>	To release the County's reversionary interest in property previously conveyed to North Clackamas School District No. 12 to help facilitate the transfer of property to the North Clackamas Parks and Recreation District.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	Indefinite
<b>Previous Board Contact</b>	None
<b>Strategic Plan Alignment</b>	Build public trust through good government.
<b>Contact Person</b>	Nate Boderman, Assistant County Counsel – 503-655-8364

**BACKGROUND:**

On June 25, 1975, a deed from Clackamas County to North Clackamas School District No. 12 ("NCSD") was duly recorded in the Official Records of Clackamas County, Oregon, at Fee No. 75-848 which transferred certain real property that would eventually be developed into, and be generally known as, Clackamas Elementary School (the "Property"). The deed contains a reversionary provision which had the effect of transferring title back to the County in the event that NCSD failed to utilize the Property for school purposes.

Prior to the end of this month, NCSD is under contract to convey the Property to North Clackamas Parks and Recreation District, ("NCPRD") to allow for the provision of recreational opportunities and for due consideration. To facilitate this transfer and to allow the Property to be used for the purposes required by NCPRD, the reversionary interest must be released by the County.

To ensure that the County's interest is released at the appropriate time, the attached deed contains language which makes the release effective only upon transfer to NCPRD. County Counsel will be drafting escrow instructions to help facilitate the transaction between NCSD and NCPRD which will contain similar language prohibiting the escrow agent from recording the release until closing.

**RECOMMENDATION:**

Staff respectfully requests that the Board sign the attached release.

Respectfully submitted,



Nate Bodeman  
Assistant County Counsel

**Attachments:**

- Release of Reversionary Clause in Deed
- Original Deed: Fee No. 75-848

<p><u>Name of Document For Recording</u>: Release of Reversionary Clause in Quitclaim Deed  <u>Grantor</u>: Clackamas County  Attn: County Counsel, 2051 Kaen Rd., Oregon City, OR 97045  <u>Grantee</u>: North Clackamas School District No. 12  Attn: Assistant Superintendent, 12400 SE Freeman Way Milwaukie, OR 97222  <u>Statutory Recordation Authority</u>: ORS 93.710(1).  <u>After Recording, Return To</u>: North Clackamas Parks and Recreation District  Attn: District Director  150 Beaver Creek Road, 4<sup>th</sup> Floor  Oregon City, OR 97045</p>	<p>(For County Recording Use Only)</p>
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**RELEASE OF REVERSIONARY CLAUSE  
IN DEED**

Grantor: Clackamas County, a political subdivision of the State of Oregon  
Grantee: North Clackamas School District No. 12, a political subdivision of the State of Oregon

**Whereas**, that certain County Deed, executed by Grantor regarding certain real property generally known as Clackamas Elementary School and legally described as "a tract of land lying east of Lot 1 and 2, Block 12, Marshfield, being a certain parcel of land commencing at the northwest corner of said Lot 1 of said Block 12; running thence west 5 rods to the east boundary line of land owned by Marion Johnson; thence south following said easterly boundary line of said Johnson tract to a point directly west of the south line of said Lot 2; thence east 5 rods to the southwest corner of said Lot 2, thence north to the place of beginning" (also known as tax lot 4600 – Section 98D, T2S, R2E, W.M.) within Clackamas County, Oregon (the "Property") was duly recorded in the Official Records of Clackamas County, Oregon, at Fee No. 75-848 on June 25, 1975 (the "Deed"); and

**Whereas**, said Deed contains a reversionary provision, being a requirement that the North Clackamas School District No. 12 ("District") utilize the Property for school purposes ("School Requirement"); and

**Whereas**, the Grantee desires to convey the Property to North Clackamas Parks and Recreation District, a municipal entity ("NCPRD") to allow for the provision of recreational opportunities and for due consideration; and

**Whereas**, Grantor believes the interests of the public would be well served by releasing the revisionary interest to allow the transfer of the Property to NCPRD;

**Now, Therefore**, Grantor Clackamas County hereby declares that the reversionary interest relating to the School Requirement in the Deed is released, and is of no further effect on the condition that North Clackamas School District No. 12 only convey the Property to NCPRD.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, Clackamas County has hereunto executed this Release of Reversionary Clause in Deed on the date stated below.

Grantor's Name: Clackamas County, by and through its Board of Commissioners

By: \_\_\_\_\_  
Title of Authorized Person:

By: \_\_\_\_\_  
Title of Authorized Person: Recording Secretary

State of Oregon            )  
  ) ss.  
County of Clackamas    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me the undersigned Notary Public, personally appeared \_\_\_\_\_ and \_\_\_\_\_, each respectively personally known to me to be the person who executed the within instrument as a duly authorized signor of the Board of County Commissioners and as Recording Secretary of the Board of County Commissioners, respectively, on behalf of Clackamas County, pursuant to authority, and acknowledged to me the execution hereof.

WITNESS my hand and official seal <b>Notary Signature</b>	<b>Notary Seal (Do not place seal over any portion of text or signature)</b>
_____ Notary name: _____	

WF

75-848

# COUNTY DEED

CLACKAMAS COUNTY, OREGON, a political subdivision of the State of Oregon conveys to  
North Clackamas School District No. 12

all its right, title and interest in that real property situated in Clackamas County, Oregon, and being de-  
scribed as:

A tract of land lying east of Lot 1 and 2, Block 12, Marshfield, being a certain  
parcel of land commencing at the northwest corner of said Lot 1 of said Block 12;  
running thence west 5 rods to the east boundary line of land owned by Marion Johnson;  
thence south following said easterly boundary line of said Johnson tract to a point  
directly west of the south line of said Lot 2; thence east 5 rods to the southwest  
corner of said Lot 2, thence north to the place of beginning. (Also Known as Tax  
Lot 4600 - Section 9BD, T2S, R2E, W.M.)

Should the above described property not be used for school purposes, title will  
revert to the grantor.

The true and actual consideration being paid for this transfer stated in terms of dollars is \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_). This amount includes

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

as the amount of any lien, mortgage, contract, indebtedness or other encumbrance existing against the  
above-described real property to which the property remains subject or which the purchaser agrees to pay  
or assume.

Clackamas County, Oregon pursuant to an Order duly adopted by its Board of County Commissioners  
and entered in Volume 85 of the Commissioners' Journal, commencing on Page 802 has  
caused this deed to be executed by the Board of County Commissioners of Clackamas County this 24th  
day of June, 1975

CLACKAMAS COUNTY, OREGON

*Thomas D. Telford*  
Chairman

*Robert Schumacher*  
Commissioner

*Stan Skoko*  
Commissioner

STATE OF OREGON )  
County of Clackamas ) ss.

Personally appeared Thomas D. Telford Robert Schumacher

and Stan Skoko, who being duly sworn, each for himself and not for the other, did say that

each is a member of the Clackamas County Board of County Commissioners, and each of them acknowledged said instrument to be his

voluntary act and deed.

*Joseph A. Logumil*  
Notary Public for Oregon  
My Commission Expires: December 30, 1975

Department



AFTER RECORDING RETURN TO:

UNTIL A CHANGE IS REQUESTED,  
ALL TAX STATEMENTS SHALL BE  
SENT TO THE FOLLOWING ADDRESS:

SEAL DOCUMENT

RECORDED JUN 25 1975 10:11A 75 16882 M GEORGE D. POPPEN, County Clerk



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

Date March 15, 2018

Board of County Commissioner  
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement with the Oregon Youth Authority  
Administration of the Georgetown Evidence-Based Decision-Making  
Certificate Program**

<b>Purpose/ Outcomes</b>	Individual County contribution to the Oregon Youth Authority (OYA) who will serve as administrator of the contract for the Georgetown University's Center for Juvenile Justice Reform Evidence-Based Decision-Making Certificate Program.
<b>Dollar Amount and Fiscal Impact</b>	The contract maximum is not to exceed \$20,000
<b>Funding Source</b>	General Funds
<b>Duration</b>	Effective April 1, 2018 and terminates on June 30, 2019
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	Ensure safe, healthy, and secure communities:
<b>Contact Person</b>	Christina L. McMahan, Director – Juvenile Department – 503-655-3171 or Lisa Krzmarzick 503-655-8788

**BACKGROUND:**

Clackamas County Juvenile Department will participate in the Center for Juvenile Justice Reform's (CJJR) Evidence-Based Decision-Making Certificate Program (Certificate Program) that will provide OYA and local governments with the tools and training necessary to prepare for the implementation of Evidence-Based Decision-Making platforms in their respective jurisdictions. Participation in this program by the Clackamas County Juvenile Department will support its work to achieve desired results outlined in the department's recently approved Performance Clackamas Strategic Business Plan.

OYA will serve as the administrator of the Certificate Program contract in order to ensure efficient contracting processes including streamlined financial management. OYA will facilitate payment of all services under the separated CJJR Certificate Program contract.

This contract is effective April 1, 2018 through June 30, 2019. The contract maximum is \$20,000. County Counsel reviewed and approved this contract on March 7, 2018

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve this Intergovernmental Agreement with the Oregon Youth Authority for payment of the Clackamas County Juvenile Department's proportional share of the cost of the Certificate Program.

Respectfully submitted,

Christina L. McMahan, Director  
Juvenile Department

For more information on this issue or copies of attachments, please contact Lisa Krzmarzick at 503-655-8788

# INTERGOVERNMENTAL AGREEMENT

## Evidence-Based Decision-Making Certificate Program—County Contribution Agreement No. 14009

This Agreement is between the State of Oregon acting by and through its **Oregon Youth Authority** (“Agency” or “OYA”) and **Clackamas County**, a political subdivision of the State of Oregon (“Local Government”), each a “Party” and, together, the “Parties”.

### SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110.

### SECTION 2: BACKGROUND AND PURPOSE

Since 2011, Georgetown University McCourt School of Public Policy’s Center for Juvenile Justice Reform (CJJR) and its partners at Vanderbilt University’s Peabody Research Institute have provided technical assistance to state and local jurisdictions interested in implementing the structured decision-making tools and processes that compose their Evidence-Based Decision-Making platforms.

OYA and Local Governments have determined that implementation of the decision-making tools and processes described above, would benefit Oregon’s juvenile justice system. To that effect, Georgetown University, through a separate contract with OYA, will provide services collectively known as the Evidence-Based Decision-Making Certificate Program (“Certificate Program”). The Certificate Program, as described in Exhibit B, will provide OYA and Local Governments with the tools and training necessary to prepare for the implementation of Evidence-Based Decision-Making platforms in their respective jurisdictions.

OYA will serve as administrator of the Georgetown EBDM Certificate Program (“Certificate Program”) contract in order to ensure efficient contracting processes including streamlined financial management. Streamlining the financial management aspects of this process will be crucial to the success of the program. In that regard, OYA will facilitate payment of all services under the separate Georgetown Certificate Program contract and in turn seek individual contributions from each participating entity through respective Intergovernmental agreements such as this agreement. Exhibit A outlines the participating entities and their specific contribution amounts.

### SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on **April 1, 2018** or the date of the last signature, whichever occurs last) (“Effective Date”), and terminates on **June 30, 2019**, unless terminated earlier in accordance with Section 16.

## **SECTION 4: AUTHORIZED REPRESENTATIVES**

### **4.1 Agency's Authorized Representative is:**

Amber Forster, CFO/ Designated Procurement Officer  
530 Center St Ne Suite 500  
Salem, Oregon 97301  
503-373-7921 Fax  
503-373-7379 Office  
[Amber.Forster2@oya.state.or.us](mailto:Amber.Forster2@oya.state.or.us)

### **4.2 Local Government's Authorized Representative is:**

Christina McMahan, Director Clackamas County Juvenile Department  
2121 Kaen Road Oregon City, OR 97045  
503-650-3171 Office  
[cmcmahan@clackamas.us](mailto:cmcmahan@clackamas.us)

### **4.3 A Party may designate a new Authorized Representative by written notice to the other Party without the need for formal amendment.**

## **SECTION 5: RESPONSIBILITIES OF EACH PARTY**

### **5.1 Local Government shall perform the following:**

- Local Government agrees to pay Agency for its proportional share of the cost of the Certificate Program as specifically listed in Section 6-Compensation and further clarified in Exhibit A, within forty-five (45) days of receipt of invoice.
- Local Government certifies, at the time this agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Local Government's current appropriation or limitation of the current biennial budget.

### **5.2 Agency will perform the following:**

- Contract with Georgetown University for the collective services known as the Oregon Evidence-Based Decision Making (EDBM) Certificate Program ("Certificate Program").
- Administer all expenses associated with obtaining services under said contract. Including providing direct payment to Georgetown University on behalf of all participants and performing all Contract Administration duties associated with said contract.
- Upon execution of this Agreement, enter the required data into the Oregon Procurement Information Network (ORPIN) per ORS 190.115.

- Invoice Local Government, and all other participating entities, for their portion of the Certificate Program costs as detailed in Exhibit B.
- Provide records associated with the Certificate Program contract and administration of associated expenses to the Local Government(s), upon said request of the Local Government(s) participating in the cost share.
- Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's Current appropriation or limitation of the current biennial budget.

## **SECTION 6: COMPENSATION**

**Not to Exceed Compensation.** The maximum, not-to-exceed compensation, also referred to as "contribution amount" payable to Agency under this Agreement, which includes any allowable expenses, is **\$20,000.00**.

## **SECTION 7: REPRESENTATIONS AND WARRANTIES**

Local Government represents and warrants to Agency that:

- 7.1** Local Government is a political subdivision of the State of Oregon duly organized and validly existing. Local Government has the power and authority to enter into and perform this Agreement;
- 7.2** The making and performance by Local Government of this Agreement (a) have been duly authorized by Local Government, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local Government's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Local Government is party or by which Local Government may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Government of this Agreement, other than those that have already been obtained;
- 7.3** This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms;
- 7.4** Local Government shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Local Government.

- 7.6 Criminal History Checks:** Any individuals who will have direct contact with OYA youth offenders in the provision of services under this Agreement shall have passed a criminal history check based on the Agency's criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0095 and a child abuse registry check prior to any services being provided under this Agreement. Criminal records checks must be updated at least every five years.

Any person that has not yet passed a criminal history check must be supervised by a person who has passed such a test and does meet such standards when having direct contact with OYA youth under this Agreement.

- 7.7 PREA:** OYA is committed to a zero-tolerance standard toward all forms of sexual abuse and the elimination of sexual abuse in its program. The Prison Rape Elimination Act (PREA) targets the elimination of sexual abuse or intimidation while the person is in confinement. If the Local Government obtains knowledge, suspicion, or information about (i) an incident of sexual abuse or sexual harassment that occurred while in custody, or (ii) retaliation against reporters of such incidents, or (iii) any staff neglect or violation or responsibilities that may have contributed either to the incident or the retaliation, the Local Government shall immediately notify the facility's Superintendent and the OYA Professional Standards Office. The Professional Standards Office ("PSO") number is: 503-378-5313 and is open from Monday through Friday from 8-5. The after-hours cell number is: 503-508-4813.

- 7.8 Special Provision:** Agency shall have the right to deny Local Government and its agents and employees--and the agents and employees of its subcontractors (if any)--access to any premises controlled, held, leased, or occupied by Agency if Agency at its sole discretion determines that such personnel pose a threat to any of Agency's reasonable security interests. Local Government agrees that action taken pursuant to this authority by Agency will not give rise to any contractual, tort or constitutional claims.

- 7.9** Local Government agrees to comply with the Agency's Security Policy for Facility Access (see II-A-1.0) as it may be from time to time amended. A copy of the existing Facility Access Level 2 form (YA4014) is attached as Exhibit A.

## **SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Local Government that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the

District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. LOCAL GOVERNMENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

## **SECTION 9: OWNERSHIP OF WORK PRODUCT**

This agreement is an accounts receivable, contribution only, agreement and as such shall not generate a work product.

## **SECTION 10: THIRD PARTY CLAIMS**

- 10.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this Section 10 with respect to the Third Party Claim.
- 10.2** With respect to a Third Party Claim for which Agency is jointly liable with Local Government (or would be if joined in the Third Party Claim ), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Government in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Government on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Local Government on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 10.3** With respect to a Third Party Claim for which Local Government is jointly liable with Agency (or would be if joined in the Third Party Claim), Local Government shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such

proportion as is appropriate to reflect the relative fault of Local Government on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Local Government on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Local Government's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

## **SECTION 11: LOCAL GOVERNMENT DEFAULT**

Local Government will be in default under this Agreement upon the occurrence of any of the following events:

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

## **SECTION 12: AGENCY DEFAULT**

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

## **SECTION 13: REMEDIES**

- 13.1** In the event Local Government is in default under Section 11, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that Local Government has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Local Government to perform, at Local Government's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 13.2** In the event Agency is in default under Section 12 and whether or not Local Government elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, Local Government's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against Local Government, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against Local Government. In no event will Agency be liable to Local Government for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Local Government exceed the amount due to Local Government under this Section 13.2, Local Government shall promptly pay any excess to Agency.

## **SECTION 14: RECOVERY OF OVERPAYMENTS**

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

## **SECTION 15: LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

## **SECTION 16: TERMINATION**

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

**16.2** Agency may terminate this Agreement as follows:

**16.2.1** Upon 30 days advance written notice to Local Government;

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

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

**16.2.4** Immediately upon written notice to Local Government, if Local Government is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local Government; or

**16.2.5** As otherwise expressly provided in this Agreement.

**16.3** Local Government may terminate this Agreement as follows:

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

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

**16.3.3** Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or

**16.3.4** As otherwise expressly provided in this Agreement.

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

## **SECTION 17: INSURANCE**

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

## **SECTION 18: NONAPPROPRIATION**

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

## **SECTION 19: AMENDMENTS**

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

## **SECTION 20: NOTICE**

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of

confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

## **SECTION 21: SURVIVAL**

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 14, 15 and 21 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

## **SECTION 22: SEVERABILITY**

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

## **SECTION 23: COUNTERPARTS**

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

## **SECTION 24: COMPLIANCE WITH LAW**

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

## **SECTION 25: INDEPENDENT CONTRACTORS**

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

## **SECTION 26: INTENDED BENEFICIARIES**

Agency and Local Government are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third

persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

## **SECTION 27: FORCE MAJEURE**

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

## **SECTION 28: ASSIGNMENT AND SUCCESSORS IN INTEREST**

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

## **SECTION 29: SUBCONTRACTS**

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

## **SECTION 30: TIME IS OF THE ESSENCE**

Time is of the essence in Local Government's performance of its obligations under this Agreement.

## **SECTION 31: MERGER, WAIVER**

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific

purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **SECTION 32: RECORDS MAINTENANCE AND ACCESS**

Local Government shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Government shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Government's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Government acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Local Government shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Local Government shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

## **SECTION 33: HEADINGS**

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

## **SECTION 34: RESERVED**

## **SECTION 35: AGREEMENT DOCUMENTS**

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (Certificate Program Contribution Details), Exhibit B (Evidence-Based Decision-Making Certificate Program Invitation Program), and Exhibit C (Facility Access Form).

## **SECTION 36: SIGNATURES**

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

**STATE OF OREGON acting by and through its Oregon Youth Authority**

\_\_\_\_\_  
Oregon Youth Authority Date

\_\_\_\_\_  
Agreement/Contract Administrator Date

\_\_\_\_\_  
Contract Specialist Date

**Local Government**

\_\_\_\_\_  
Clackamas County Juvenile Department Date

**Approved for Legal Sufficiency in accordance with ORS 291.047**  
Exempt per OAR 137-045-0050

**EXHIBIT A- Certificate Program Contribution Details**

<b>EBDM Certificate Program Personal Services Contract</b>		
Georgetown University	OYA Contract#13979	NTE \$140,000.00

<b>EBDM Certificate Program Participant</b>	<b>OYA IGA#</b>	<b>Contribution Amount</b>
Oregon Youth Authority	Administrator	<b>\$20,000.00</b>
Clackamas County Juvenile Department	14009	<b>\$20,000.00</b>
Marion County Juvenile Department	14010	<b>\$20,000.00</b>
Multnomah County Juvenile Department	14011	<b>\$20,000.00</b>
Jackson County Juvenile Department	14012	<b>\$20,000.00</b>
Washington County Juvenile Department	14013	<b>\$20,000.00</b>
Central and Eastern Oregon Juvenile Justice Consortium (CEOJJC)	14014	<b>\$20,000.00</b>
<b>Total Contribution</b>		<b>\$140,000.00</b>

**EXHIBIT B-Evidence-Based Decision-Making Certificate Program Invitation Program**



**OREGON EVIDENCE-BASED DECISION-MAKING  
IN JUVENILE JUSTICE  
CERTIFICATE PROGRAM**

Invitation Packet



For more information, please visit <http://cjjr.georgetown.edu> or contact the Center for Juvenile Justice Reform at [jjreform@georgetown.edu](mailto:jjreform@georgetown.edu).

**Table of Contents**

**I. Introduction..... 3**

**II. Date and Location of the Program ..... 4**

**III. Phase I: Certificate Program ..... 5**

**IV. Phase II: Capstone Project ..... 9**

**V. Phase III: Implementation TA.....10**

**VI. Cost for Participation .....10**

**VII. Selection Criteria.....10**

**VIII. Fellows Network and Other Benefits of the Program ..... 11**

**X. About the Partners .....12**

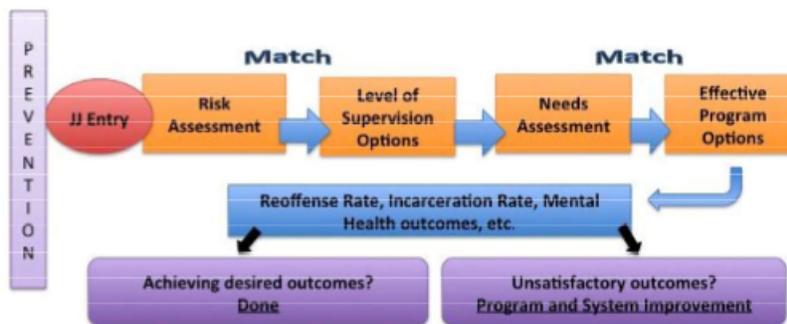
## I. Introduction

Over the past several decades, there has been a growing body of research evidence on what works to reduce recidivism and other negative outcomes for youth in the justice system. Equally important has been the further development of structured decision-making tools that allow juvenile justice practitioners to use the extensive body of relevant research to improve the efficiency and outcomes of juvenile justice systems. These tools include:

- Risk and needs assessment instruments that can guide decisions about the level of supervision proportionate to youth risk for continued delinquency and the criminogenic needs most appropriate for intervention programs to address;
- The Standardized Program Evaluation Protocol (SPEP™), which can be used to assess the expected effectiveness of those programs for reducing recidivism; and
- Disposition matrices tailored to each juvenile justice system and designed to identify the level of supervision and types of services likely to reduce the recidivism of youth managed in that system.

In recent years, two separate demonstration programs—the Juvenile Justice System Improvement Project (JJSIP) and the Juvenile Justice Reform and Reinvestment Initiative (JJRRI)—have focused on helping states and local jurisdictions use these tools to develop and implement a comprehensive, evidence-based, decision-making platform to improve youth outcomes, protect public safety, and reduce system costs. As depicted in the diagram below, this platform aims to ensure that each youth who enters the juvenile justice system is screened using a validated risk and needs assessment tool, matched to the appropriate level of supervision based on his/her risk to re-offend, linked to services based on the criminogenic needs identified during his/her assessment, and provided with program options that are effective in reducing recidivism. In addition, on-going evaluation of the decision-making process helps to determine whether the platform is leading to the desired outcomes (e.g., reduced recidivism) and identifies potential areas for program and system improvement.

### An Evidence-Based Platform for Juvenile Justice Decision-Making



Since 2011, Georgetown University McCourt School of Public Policy's Center for Juvenile Justice Reform (CJJR) and its partners at Vanderbilt University's Peabody Research Institute have provided technical assistance (TA) to help the JJSIP and JJRRI sites implement the structured decision-making tools and processes that compose their evidence-based decision-making platforms. The Oregon Evidence-Based Decision-Making in Juvenile Justice Certificate Program (hereinafter "Oregon Evidence-Based Decision-Making Certificate Program") continues this work with additional state and local jurisdictions interested in implementing an evidence-based decision-making platform in their juvenile justice systems.

The engagement of the participating jurisdictions will begin with the use of a Gap Analysis aimed at identifying relative strengths and weaknesses across the various domains of the EBDM platform. This will allow CJJR and PRI to fine-tune the materials to align with where Oregon currently is in the areas of assessment, supervision and service matching, and service quality assurance/improvement. The Gap Analysis will be created specifically for Oregon, but will include questions around:

- The level of rigor and fidelity in the use of a validated risk and needs assessment tool in the decision-making process related to the use of diversion and at case disposition to inform recommendations to the court
- The use of a structured decision-making tool, such as a Dispositional Matrix, to inform recommendations around supervision level and services
- The use of quality assurance tools to determine the effectiveness of services provided by the local or state agencies and their providers
- Data collection and analysis capacity to track risk level by offense type and the corresponding application of various levels of supervision and types of services
- The level of engagement and buy-in by key stakeholders, e.g., judges, lawyers, law enforcement and providers, of this type of evidence-based decision-making process

As part of the Certificate Program, invited teams will participate in an intensive, weeklong training and complete a one-year Capstone Project to prepare them for implementation of an evidence-based decision-making platform. Toward the end of the Capstone year, the teams will have the opportunity to apply for an additional two-year TA contract to assist them in implementing the components of the platform in their jurisdictions. After the Capstone Project is developed and approved, participants will also receive an Executive Certificate from Georgetown University and become part of the CJJR Fellows Network.

## II. Date and Location of the Program

The Oregon Evidence-Based Decision-Making Certificate Program will be held on dates to be determined in early 2018, likely in Willamette Valley. Counties will be selected and invited to participate in the training. All participants are required to attend the entire Certificate Program.

*"The Department's Implementation of the Juvenile Justice System Improvement Project (JJSIP) fundamentally altered the course of juvenile justice in Florida. Participating in training workshops facilitated through Georgetown University in conjunction with Vanderbilt University, like the Evidence-Based Decision-Making Certificate Program, led the Department to implement a number of system reforms including an increased impetus on matching youth to the right service, at the right time, and in the correct dosage. This included the development of data-driven disposition recommendations that have contributed to recidivism reductions across the delinquency continuum in Florida."*

*Christy Daly, Secretary, Florida Department of Juvenile Justice*

### **III. Phase I: Certificate Program**

The Oregon Evidence-Based Decision-Making Certificate Program is a five-day period of intensive study for jurisdictions that seek to improve outcomes for youth in the juvenile justice system by creating an evidence-based decision-making platform. Participants will receive instruction from researchers, policymakers, and practitioners with experience integrating structured decision-making tools and practices into a holistic platform for juvenile justice decision-making. With guidance from instructors and completion of checklists throughout the training, participants will leave the Certificate Program with a detailed understanding of the components of the evidence-based decision-making platform and a plan for assessing and enhancing their readiness to implement the platform in their jurisdictions.

Each Certificate Program module will be tailored to reflect Oregon's current implementation of the Youth Reforms System tool, the JCP Risk Assessment, the Predicated Success Rate tool, and the Escalation to OYA tool (currently being piloted or used in nearly 30 counties). Additionally, all curriculum elements will take into account the significant work being done to identify service gaps and develop community capacity to address them. Specific training modules tailored to Oregon as indicated above and based on the results of the Gap Analysis will cover the following topics:

#### **Module 1: Introduction and Research on Youth in the Juvenile Justice System**

During this session, instructors and participants will review research on the distinctive characteristics of adolescent development that are related to delinquent behavior, identification of precursors and pathways to delinquency, the influence of risk and protective factors on offending, the patterns of offenses and offenders that typically appear in juvenile justice systems, the nature of recidivism, and promotion of positive youth development. This introductory session will serve as the foundation for the rest of the Certificate Program.

#### **Module 2: Essential Features of an Evidence-Based Decision-Making Platform**

This session will examine the details of what it means to have a comprehensive evidence-based platform for juvenile justice decision-making. Both the prevention and graduated sanctions components of OJJDP's Comprehensive Strategy for Serious, Violent, and Chronic Juvenile Offenders will be discussed, with particular focus on how to create an array of programs that addresses the needs and risk levels of the population of youth served so that the right services and supports are provided at the right time for the right youth. The session will include a review of structured decision-making tools, such as risk and needs assessments, disposition matrices, and program evaluations that are vital to effectively managing the flow of juveniles through the system and minimizing recidivism. It will end with a discussion of how these tools and processes can be integrated to create a coherent evidence-based decision-making process and the progress toward that goal in each jurisdiction.

#### **Module 3: Systems Alignment**

Implementation of structured decision-making tools often changes the way juvenile justice agency staff interacts with one another and with their external stakeholders. These changes may require that juvenile justice agencies align their existing policies, procedures, and practices to support the use of the tools. This session will offer examples from the implementation experiences of the JJSIP and JJRI sites to highlight the critical role of systems alignment (e.g., to address staffing levels and assignments, workforce development, and training) in the implementation of an evidence-based decision-making platform. Participants will also review the importance of multi-system collaboration, community engagement and long-term strategic planning to successful implementation. Participants will have the

opportunity to discuss systems alignment issues in their jurisdiction and share ideas on ways to address them.

**Module 4: Operationalizing Risk and Needs Assessment**

This session will allow participants to examine more closely the most current research on risk and needs assessment and analyze (1) the way their jurisdiction targets a youth’s risks and needs in service provision, (2) the quality of data derived from their risk and needs assessment, and (3) the usefulness of risk and needs information in planning a framework for graduated sanction arrangements and interventions. This session will give participants an understanding of the critical importance of risk and needs assessment to all of the components of the evidence-based decision-making platform.

**Module 5: Building a Disposition Matrix**

The session will focus on how the use of a disposition recommendation matrix is used to match youth to services, monitor the service array, and anticipate service expenditures. Participants will discuss issues related to developing and implementing a disposition matrix in their jurisdictions. Staff from the Florida Department of Juvenile Justice will review the steps they took to develop their disposition recommendation matrix, evaluate outcomes, provide feedback to stakeholders, and modify the tool to enhance its effectiveness.

**Module 6: The Standardized Program Evaluation Protocol**

The sessions that comprise this module will describe the SPEP™ and how to implement it within the broader frame of the evidence-based decision-making platform. The topics to be covered will include:

*The Use of Evidence-Based Practices:* This section will review the varying definitions of what is “evidence-based” and how to use research to improve program practice along the entire juvenile justice continuum.

*How the SPEP™ Works:* This section will highlight the research findings that informed the development of the SPEP™. The key characteristics of effective programs, such as program type, amount and quality of service, and risk level of youth served will be discussed. Consideration will be given to what needs to be in place to use this knowledge to evaluate programs in a system, such as a strong management information system and risk and need assessments.

*Evaluating Programs with the SPEP™:* This section will walk participants through the program evaluation process, including defining what constitutes a program, classifying existing programs into categories supported by evidence of effectiveness, generating program ratings, and understanding the resulting scores. During this session, participants will get hands-on experience by applying the SPEP™ tool to an existing program in their system.

*The Performance Improvement Process:* This section will describe how service providers, working collaboratively with juvenile justice agencies and partners, can improve their SPEP™ score in order to align their services with the characteristics of the most effective programs found in the research. Challenges such as provider acceptance, understanding, and buy-in as well as cost, fidelity and system sustainability will be explored. The discussion will also focus on ways that service providers and public agency officials can build constructive alliances and work together to develop performance improvement strategies.

“Berks County has benefitted tremendously from our participation in the Juvenile Justice System Improvement Project (JJSIP). It’s changed the way we have been able to identify gaps in services and then develop an array of services to meet the needs of youth at all risk levels. Our relationships with community partners and service providers have also become stronger. Through SPEP we have improved the quality of the services being delivered and ensured we are making appropriate referrals to the right programs for the right amount of time.”

*Jeffrey Gregro, Deputy Chief, Berks County, Pennsylvania Juvenile Probation Office*

*Data-Driven Decision Making:* This section will provide guidance on how to generate the necessary data on an ongoing basis, connect the SPEP™ with existing data systems and automate the program ratings. A simulation will be provided to illustrate this process. The objective is to use the collective data systems for improved macro and policy level planning, including budgeting, staffing, and program development.

#### **Module 7: Data Management and Evaluation**

This session will expand on the preceding discussion by focusing on the individual and program level data that are required to support and evaluate the evidence-based decision-making model. It will include a review of the key variables needed to generate the SPEP™ scoring system, construct and evaluate the disposition matrix, and assess outcomes, such as recidivism and costs. It will include discussion of the various ways that the JJSIP and JRRRI sites have approached data collection and review the types of research and policy questions they have addressed.

#### **Module 8: Quality Assurance (QA)**

Successful implementation of an evidence-based, decision-making platform requires ongoing monitoring to ensure that evidence-based tools are used with fidelity and incorporated appropriately and consistently in decision-making. The session will discuss a range of important QA activities, including monitoring the collection, reliability, and use of risk and needs data; overseeing the case planning process to determine whether case plans account appropriately for a youth’s criminogenic needs; tracking how staff use dispositional and service matrices to make recommendations regarding supervision and services; and providing oversight to the SPEP™ process and related performance improvement process. Session leaders will describe the role of QA staff in recommending policies and procedures for improving staff training, evaluating staff and provider performance, collecting and analyzing data, sharing information with staff and stakeholders, and aligning systems to support evidence-based decision-making.

#### **Module 9: Leadership and Sustainability**

Managing the implementation of an evidence-based decision-making platform requires leaders who are committed to using research and data to inform practice, who can effectively communicate that commitment to staff and stakeholders, and who sustain their commitment over time. This session will highlight how leaders have guided successful implementation efforts by:

- Creating a vision for juvenile justice reform that incorporates evidence-based decision-making;
- Involving staff in all aspects of planning and implementation;
- Training staff so they can consistently and accurately use evidence-based tools;
- Allocating resources to ensure that there are sufficient staff to support the data collection, analytic, and quality assurance tasks necessary for implementing and sustaining the evidence-based platform;
- Convening information-sharing sessions that encourage buy-in by affording opportunities for staff and external stakeholders to ask questions and provide feedback on the use of structured decision-making tools;

- Creating partnerships with and achieving buy-in from key stakeholders to implement and sustain the work; and
- Advocating for practices, policies, and legislation that help to institutionalize and sustain evidence-based decision-making as a central part of juvenile justice reform.

**Module 10: Experienced Practitioner Panel**

A panel of leaders will discuss how their jurisdictions successfully improved the way the juvenile justice systems serve youth through integration of structured decision-making tools and evidence-based decision-making. Panelists will provide participants with examples of successes and challenges in their work and engage in an interactive discussion around what participant teams seek to do through their own development and implementation of an evidence-based decision-making platform. After the panel, practitioners will stay to work with teams as they review checklists and develop action steps.

**Module 11: Review of Checklists and Completion of Action Steps**

At the end of the program, the teams will discuss how to integrate the tools discussed (risk and needs assessments, disposition matrixes, SPEP™, etc.) into a system-level comprehensive strategy, and ultimately, into routine practice. With assistance from instructors and experienced practitioners, and aided by “implementation readiness” checklists, each team will develop a set of steps for assessing readiness to implement the components of an evidence-based decision-making platform. Teams will present their assessment plan to the group for feedback and discussion.

To best meet the needs of participants, there will be ample time between applicants’ notification of acceptance and the program itself so that instructors can tailor instruction to suit the participants’ specific needs and interests. This will include the use of a Gap Analysis of policies and practices for each participating jurisdiction.

“Delaware previously sent a Juvenile Justice team to CJJR to share lessons learned from our experience with the Juvenile Justice Reform and Reinvestment Initiative (JJRRI). Sharing our experiences with other participating states was an empowering process that helped Delaware build upon our Blueprint for Success. The Blueprint was designed to construct our evidence-based platform and use structured decision-making tools to improve efficiency and outcomes for youth. CJJR Certificate Programs are enriching and engaging to all child-serving leaders, and I encourage any practitioners to take advantage of the Evidence-Based Decision-Making Certificate Program.”

*Nancy Dietz, Director, State of Delaware, Division of Youth Rehabilitative Services*

Core instructors for the program include:

- **Mike Baglivio**, Director of Research and Program Development, G4s Youth Services, LLC
- **Shay Bilchik, JD**, Research Professor and Director, Center for Juvenile Justice Reform, Georgetown University McCourt School of Public Policy
- **Stephanie Bradley, Ph.D.**, Director, Principal Investigator, EPISCenter, Pennsylvania State University
- **Michelle Brogden**, Director of Evaluation and Quality Assurance, Delaware Division of Youth Rehabilitative Services
- **Gabrielle Chapman, Ph.D.**, Research Associate, Peabody Research Institute, Vanderbilt University
- **Nancy Dietz**, Director, Delaware Division of Youth Rehabilitative Services
- **Mark Greenwald**, Director of Research and Data Integrity, Florida Department of Juvenile Justice

- **Jeffrey Gregro**, *Deputy Chief, Berks County Juvenile Probation Office*
- **James C. “Buddy” Howell, Ph.D.**, *Comprehensive Strategies for Juvenile Justice, LLC*
- **Mark Lipsey, Ph.D.**, *Director, Peabody Research Institute, Vanderbilt University*
- **Laura Moneyham**, *Deputy Secretary, Florida Department of Juvenile Justice*
- **Keith Snyder, JD**, *former Executive Director, Pennsylvania Juvenile Court Judges Commission*

#### **IV. Phase II: Capstone Project**

During the one-year Capstone Project, participants will receive TA to help them assess and enhance their jurisdiction's implementation readiness, identify and improve identified weak spots, develop a vision for juvenile justice reform that incorporates evidence-based decision-making, and prepare a plan that outlines the goals, objectives, and timeline for implementing an evidence-based decision-making platform in their jurisdiction.

In order to develop their Capstone Project, participants will draw upon and refine the plan created at the end of the Certificate Program to assess and enhance readiness to implement an evidence-based decision-making platform in their jurisdiction. The teams will be provided three days of on-site consultation through three cluster meetings held in Oregon over a one year period of time, as well as distance TA through phone, email and webinar consultation. Subject matter experts will be available to provide TA, and will be matched based on the needs identified after completing the checklists. Ideally, participants will complete the following tasks during the Capstone year:

- Identify a broad-based stakeholder team to support implementation of the platform components, define leadership responsibilities, identify work groups to address specific tasks, and outline staffing responsibilities;
- Complete a thorough inventory and assessment of existing policies, procedures, and practices related to the implementation of an evidence-based decision-making platform that will include the following tasks:
  - Gauging the level of staff and stakeholder support for implementing an evidence-based platform that involves the routine use of structured decision-making tools and practices;
  - Evaluating the use of risk and needs assessment tools in decision-making to assess the validity and reliability of the tools and the fidelity with which tools are being used to inform decision-making;
  - Assessing the availability and quality of data necessary to implement the structured decision-making tools and processes included in the evidence-based decision-making platform, evaluate outcomes, and guide the development of policy and practice;
  - Documenting the array of providers and services available to youth in the juvenile justice system; and
  - Documenting the existence and nature of quality assurance procedures for monitoring the validity and reliability of the structured decision-making tools, defining and measuring outcomes, and recommending procedures and policies to align policies and practices to support evidence-based decision-making.
- Develop a plan for addressing any gaps in existing policies, procedures and practices identified during the assessment phase, thereby building capacity and readiness to implement the evidence-based decision-making platform;
- Create a vision for juvenile justice reform that incorporates the use of structured decision-making tools and practices; and

- Outline an action plan and timeline for implementing an evidence-based decision-making platform in their jurisdiction.

A one- to two-page Capstone Summary will be due approximately three weeks after the Certificate Program. The final Capstone Project Proposal (10-12 pages) is due approximately two months after the end of the Certificate Program. As indicated above, CJJR and Vanderbilt will be working with each team to support the development of their Capstone Project.

CJJR will request formal progress updates every six months after the Capstone Year to track progress and offer assistance. Based on these updates and implementation progress, CJJR recognizes the individual or team that has made the most significant progress in improving outcomes for youth in their community with the Capstone of the Year Award. First distributed in March 2012, this award marks an annual CJJR practice to honor and recognize the success, innovation, and tremendous work of our CJJR Fellows through their Capstone Projects.

## **V. Phase III: Implementation TA**

Toward the end of the Capstone year, each team will be given the opportunity to apply for two additional years of TA through a separate contract to support them in implementing the evidence-based decision-making platform in their jurisdictions. This more intensive TA and contract for implementation will begin after the end of the Capstone year and include monthly phone support from the TA team and six two-day site visits from TA representatives who will meet with the team's leadership team and other stakeholders to guide implementation of the evidence-based decision-making platform. Teams that are selected for Phase III implementation TA will have clearly demonstrated during the course of their Capstone Projects that they are likely to complete implementation in the two-year continuation period.

## **VI. Cost for Participation**

This program will be paid for through a contract CJJR will enter with the participating Oregon jurisdictions. The total cost of the program for up to seven participating jurisdictions of teams up to eight individuals is \$140,000, or an average cost of \$20,000 per team with seven participating teams. This fee includes the Phase I five-day Certificate Program training for all participants, and the Phase II Capstone Year TA during which each team will be provided three days of on-site TA by two consultants, as well as regular distance TA through phone, email and webinar consultation. This fee does not include the Phase III Implementation TA, which will require a separate application and contract for teams who demonstrate a readiness to implement an evidence-based decision-making platform in their jurisdiction following the Capstone year.

Travel, hotel, and incidental expenses are also the responsibility of the participating jurisdictions. Breakfast and lunch are provided throughout the program. The Center for Juvenile Justice Reform will reserve a block of rooms at a reduced rate at a hotel in Oregon where the program will be held. Participants will, however, be responsible for hotel expenses and making their individual reservations.

## **VII. Selection Criteria**

A total of seven multi-disciplinary teams will be invited for participation in the program. Each team

should be comprised of up to eight members and should include representatives from the following constituencies:

- Directors, deputies and/or managers from probation and corrections agencies,
- Staff responsible for training,
- Staff responsible for data collection and quality assurance,
- A member of the judiciary,
- A representative from the public defender's office,
- A representative from the prosecutor's office, and
- Directors or managers from service providers.

Note that teams should comprise the individuals who will be most heavily involved in the implementation of the jurisdiction's evidence-based decision-making platform. In addition, we strongly suggest that the teams include at least one member from the judiciary and the director of the jurisdiction's juvenile justice agency, e.g., chief probation officer and/or state director. Teams should demonstrate most or all of the following characteristics:

- A strong history of juvenile justice reforms,
- A year or more of experience using a validated risk assessment instrument,
- A needs assessment procedure or combined risk and needs assessment tool in place,
- The capacity to collect data over a sustained period of time—ideally, through the use of an existing automated information system—in order to complete SPEP™ scoring and other data collection tasks,
- A basic framework for a continuum of graduated sanctions/services,
- Commitment to quality system improvements, and
- The willingness to use research to maximize program outcomes and inform future funding decisions

### **VIII. Fellows Network and Other Benefits of the Program**

After participants complete the Certificate Program and successfully develop a Capstone Project, they are inducted into the Fellows Network. The Fellows Network is composed of the alumni of CJJR's Certificate Programs whose Capstone Projects have been approved by CJJR. Since 2008, CJJR has held over 30 Certificate Programs, and welcomed more than 800 individuals into the CJJR Fellows Network. The Fellows Network is designed to support the development of current and future leaders working to improve outcomes for youth known to multiple systems of care such as juvenile justice, child welfare, education, behavioral health, and others. This is done through assistance provided by national experts, members of the Fellows Network, and CJJR staff.

Fellows Network participants stay connected through online tools so they can share knowledge and expertise, discuss reform agendas, and identify resources. Fellows also have exclusive access to the Fellows Network Website that provides information on past and present Capstone Projects as well as other resources to help jurisdictions move the reform efforts forward.

Benefits of participating in the program and being in the CJJR Fellows Network include:

- Instruction from national experts on cutting edge ideas, policies, and practices from across the country;

- Involvement in an interactive and dynamic learning environment with individuals from across the country who share a common interest in enhancing their reforms in this area;
- Guidance on how to use the learning to develop an action plan (Capstone Project) to lead efforts around reform in your organization, community, and profession;
- One-on-one TA from national experts on the Capstone Project;
- Executive Certificate from Georgetown University;
- Priority to attend future programs, symposia, and forums sponsored by the Center for Juvenile Justice Reform; and
- Ongoing support from staff of the Center and other CJJR Fellows.

## **X. About the Partners**

### **Center for Juvenile Justice Reform**

For nearly a decade, the Center for Juvenile Justice Reform (CJJR) at Georgetown University's McCourt School of Public Policy has served as a national leader in identifying and highlighting the research on policies and practices that work best to reduce delinquency and achieve better outcomes for children. A central component of CJJR's work is the provision of dynamic training and TA programs designed to support system officials, partners and stakeholders at the state, county and local levels to advance balanced, multi-system approaches to service delivery and system improvement.

Since 2008, CJJR has conducted over 30 Certificate Programs aimed at building a field of strong leaders dedicated to juvenile justice reform. Hosted at Georgetown University, the intensive trainings focus on key areas, such as Reducing Racial and Ethnic Disparities, Youth in Custody, Diversion, Multi-System Integration, and School-Justice Partnerships. CJJR staff and other field experts deliver the trainings, and participants then apply the knowledge gained to develop and implement Capstone Projects—multi-system reform efforts geared towards positively impacting the lives of youth. To date, over 800 program alumni across 48 states, D.C., Puerto Rico and several countries, comprise the CJJR Fellows Network.

CJJR has advanced the field through the development of publications that, coupled with comprehensive on-site training and TA, guide reforms at the case practice level. The Crossover Youth Practice Model (CYPM) is a research-based model that describes specific policies and practices designed to reduce the number of youth who cross over between the child welfare and juvenile justice systems, and improve outcomes for crossover youth. Since 2010, CJJR has worked with over 95 counties in 22 states to implement the CYPM. Using the successful CYPM as a guide, CJJR, in partnership with the Council of Juvenile Correctional Administrators, recently launched the Youth in Custody Practice Model (YICPM) Initiative, a project designed to provide state and county juvenile correctional agencies with guidance on essential practices in case planning, facility-based services, transition/reentry and community-based services. CJJR is working with four jurisdictions around the U.S. to implement the YICPM.

CJJR has partnered with OJJDP and other organizations on various training and TA initiatives. CJJR is a partner on OJJDP's Center for Coordinated Assistance to States, which delivers training and TA to states, communities, territories and tribal units looking to maximize the effectiveness of their juvenile justice system and better serve youth. As part of this work, CJJR leads the Multi-System Collaboration Training and Technical Assistance Program, a distance-learning program that has assisted nearly 20 jurisdictions to enhance cross-system communication and collaboration.

## EXHIBIT C-Facility Access Form



### FACILITY ACCESS – LEVEL 2 Employees, Volunteers, Contractors, Interns, and Persons Conducting Business within an OYA Facility

State of Oregon  
OREGON YOUTH AUTHORITY

It is the policy of the Oregon Youth Authority (OYA) to conduct searches at OYA facilities to ensure the safety and security of offenders, employees, visitors and OYA property.

As a person conducting business within in an OYA Youth Correctional Facility, I have been informed of, and I agree to follow, the safety and security requirements while in the OYA facility. I further understand and agree that should I knowingly violate any of the requirements that I may be barred from future access to the facility.

I understand that I may not possess any weapons (or any objects that can be fabricated into weapons), knives, alcoholic beverages, drugs, sexually explicit or obscene material, or other prohibited items (YA 4008), while on OYA property. Cell phones or wireless technology shall not be brought into the facility unless state issued or specifically authorized by the facility superintendent.

Possessing or conveying prohibited items into an OYA facility may subject me to criminal penalties in accordance with state laws and disciplinary action in accordance with OYA Standards of Conduct and Disciplinary Process.

I further understand that I must be in control of all items that I bring in and may not give any prohibited items or personal belongings to any offender at the facility. I am familiar with OYA form YA 4008 (Facilities Offender Prohibited Items), and will refrain from bringing in any of the listed items into the secure facility. I will leave all personal belongings and unnecessary items in my locked vehicle or a facility locker, but may bring in the following:

- A clear bag to hold all items is encouraged to prevent any unnecessary delays in accessing the facility.
- Identification card
- Vehicle keys
- A wallet or coin purse
- A briefcase, purse, or bag containing items for conducting business or personal care while on site.
- Prescription medication that must be carried due to a medical condition
- Food and beverages for consumption while on site.

I will follow the additional safety and security requirements as follows:

- Clothing articles with obscene wording, gang colors or insignias, sexual connotations, alcohol, drug, or tobacco representations are prohibited;
- Revealing clothing, tank tops, or shirts showing the midriff are prohibited;
- All persons must report any relations or affiliations they may have with offenders in the facility;
- All persons must visibly wear an OYA identification badge while on site.

I understand that I may be required to submit to visual searches, mechanical searches, and property searches or inspections of my person, property or work area at any time entering, exiting, while on duty, or when reasonable suspicion is present to suspect pilferage or the concealment of contraband.

I hereby consent, for the safety and security of offenders, employees, visitors and OYA property, to cooperate and submit to any searches required. I understand that if I refuse to submit to a search, I shall be subject to disciplinary action up to and including termination of employment or barred from future access to all OYA facilities.

Person Accessing Facility – Name and Signature \_\_\_\_\_ OYA Representative - Name and Signature \_\_\_\_\_

Date: \_\_\_\_\_



# Oregon

Kate Brown, Governor

## Oregon Youth Authority Procurement Unit

530 Center Street NE, Suite 500  
Salem, Oregon 97301  
Voice: (503) 373-7330  
Fax: (503) 373-7921  
www.oregon.gov/OYA



## Document Return Statement

February 12, 2018

**Re:** Agreement 14009 hereafter referred to as "Agreement."

Please complete and return the following documents:

- This Document Return Statement
- Completed signature page(s)

Note: If you have any questions or concerns with the above referenced Agreement, please feel free to contact Susanna Ramus, Contract Specialist at (503) 373-7330.

**Please complete the below:**

I \_\_\_\_\_, \_\_\_\_\_  
(Name) (Title)

received a copy of the above referenced Contract, consisting of 27 pages between the State of Oregon, acting by and through its **Oregon Youth Authority** and **Clackamas County** by email from OYA Procurement Unit on February 12, 2018.

**On** \_\_\_\_\_, I signed the printed form of the electronically transmitted Contract without change.

\_\_\_\_\_  
(Contractor's Authorized Signature) (Date)



March 15, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement (IGA) between  
Clackamas County and Metro related to Willamette Falls Locks

<b>Purpose/Outcome</b>	Establish an agreement allowing Metro to contribute funds towards a project manager contractor related to the Willamette Falls Locks State Commission.
<b>Dollar Amount and Fiscal Impact</b>	Metro will contribute \$60,000 upon execution of the IGA, and then a subsequent \$60,000 on July 1, 2018. Total contribution equals \$120,000.
<b>Funding Source</b>	Metro
<b>Duration</b>	Effective March 15, 2018 through July 1, 2018.
<b>Previous Board Action/Review</b>	BCC approved for Clackamas County to act as contract manager and “fiscal agent” for due diligence project work that would occur if SB 256 passes, establishing a State Commission for Willamette Falls Locks. Approved by BCC on April 25, 2017.
<b>Strategic Plan Alignment</b>	Building trust through good government.
<b>Contact Person</b>	Gary Schmidt, Public and Government Affairs, 503-742-5908
<b>Contract No.</b>	N/A

**BACKGROUND:**

Senate Bill 256 (Oregon State Legislature 2017) established a Willamette Falls Locks State Commission. Work by the Commission was not funded by SB 256, so local stakeholders within the Willamette Falls Locks Working Group agreed to hire a contractor to serve as a project manager, and contribute funds towards funding this contractor. The mission of the State Commission as assigned by SB 256 calls for work that would lead towards the transfer of the Willamette Falls Locks to a non-federal owner. Anticipated work to reach that action includes: engineering studies, finance and governance modeling, and state and federal advocacy. Total work projected for the contractor to be \$865,000.

In 2016, the State Legislature approved \$500,000 for stop-gap repairs of the Willamette Falls Locks, which was held at Clackamas County in the Public and Government Affairs department budget on behalf of the Willamette Falls Locks Working Group (WFLWG). The State Legislature in 2017 authorized \$400,000 of the state funds to be used for the project management work required by the State Commission.

The members of the WFLWG agreed to share the cost of funding the project manager contractor. Clackamas County, along with Metro and the Cities (jointly) agreed to pay \$120,000 each over the first two years of the State Commission. Clackamas County is using state lottery funds from Business and Community Services to fund its commitment. Tourism and Cultural Affairs has also collected funds from local tourism and river users.

Clackamas County released in RFP in November 2017 seeking a project management firm to perform the due diligence work required by the State Commission. The selected bidder is currently waiting for the County to finalize the contract.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the IGA between Clackamas County and Metro to collect funds that would be used to fund a project manager contractor on behalf of the Willamette Falls Locks State Commission.

Respectfully submitted,

Gary Schmidt, Director  
Public and Government Affairs

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CLACKAMAS COUNTY  
AND METRO**

This Intergovernmental Agreement ("Agreement") is entered into by and between **Clackamas County** ("County"), a political subdivision of the State of Oregon, and **Metro** ("Metro"), a metropolitan service district formed under ORS 268, for the provision of project management and due diligence services provided to the **Oregon State Commission for Willamette Falls Locks**, ("Commission"), formed under 2017 SB 256, 2017 Oregon Session Laws Ch. 734. This Agreement is authorized pursuant to ORS 190.110.

1. **Effective Date and Duration.** This Agreement shall become effective upon signature by Metro representative. Unless earlier terminated or extended, this Agreement shall expire on June 30, 2019 ("Expiration Date"). This Agreement may be otherwise extended by mutual written agreement of the parties at any time prior to its Expiration Date.
2. **Statement of Work.** County agrees to perform the project management and due diligence work in accordance with the terms and conditions of this Agreement as reflected in Attachment 1. County agrees that it shall use the contributions from the funding partners in support of consulting services pertaining to and in support of the Commission and the goals of the Project as defined in 2017 Oregon Session Laws Ch. 743, Section 2. The County agrees to solicit through a competitive process the required project management and due diligence consulting services. The County further agrees to convene the staff from the contributing partners to provide guidance and support to the Commission and consultants.
3. **Consideration.** The County, along with the cities, agree to pay a "like amount" to support the project management and due diligence facilitation. Metro agrees that it shall contribute Sixty Thousand and no/100 Dollars (\$60,000.00) to the County upon execution of this agreement and to provide staff support toward the required due diligence being facilitated by the County. Metro further agrees to contribute an additional Sixty Thousand and no/100 Dollars (\$60,000.00) to County on July 1, 2018 upon receipt of an invoice from the County in support of the County's project management and due diligence facilitation.
4. **Schedule of Performance.** The delivery schedule for the provision of these services is intended to be completed by June 30, 2019.
5. **Project Managers; Notice.** Each party has designated a project manager to be the formal representative for this Agreement. All reports, notices, and other communications required under or relating to this Agreement shall be directed to the appropriate individual. To be effective, any notice required to be given under this Agreement may be given by personal delivery to the address below or may be sent by certified mail, return receipt requested and if sent via certified mail return

receipt requested such notice will be deemed delivered three (3) business days after postmark. Notice may also be given by overnight delivery service, effective upon receipt of such delivery.

Metro  
Martha Bennett  
Chief Operations Officer,  
Metro  
600 NE Grand Ave.  
Portland, OR 97232  
(503) 797-1541

Clackamas County  
Gary Schmidt  
Director, Clackamas County  
Public and Government Affairs  
2051 Kaen Rd., Suite 450  
Oregon City, OR 97045  
(503) 742-5908

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.
7. **Termination.**
  - A. The parties may agree to an immediate termination of this Agreement or at a time certain upon mutual written consent.
  - B. Either party may terminate this Agreement effective not less than 30 days from delivery of written notice for any reason. City shall be responsible for any costs of Work done on its behalf prior to the effective date of the termination.
  - C. Either party may terminate this Agreement in the event of a breach by the other party. However, prior to such termination, the party seeking termination shall give the other party written notice of the party's intent to terminate. If the breaching party has not cured the breach within 10 days or a longer period as granted in the cure notice, the party seeking compliance may terminate this Agreement.
8. **Funds Available and Authorized.** Both parties certify that at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within each party's current appropriation and limitation through fiscal year 2017-2018. Both parties understand and agree that payment of amounts under this Agreement attributable to Work performed after the end of the current fiscal year is contingent on either party receiving appropriations, limitations, or other expenditure authority. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
9. **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

10. **Access to Records.** Both parties and their duly authorized representatives shall have access to the documents, papers, and records which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcript.
11. **Compliance with Applicable Law.** Both parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement. Both party's performance under this Agreement is conditioned upon either parties compliance with the provisions of the Oregon Revised Statutes, including but not limited to ORS 279A, B, and C, which are incorporated by relevant reference herein. Notwithstanding the foregoing, the County is solely responsible for any and all contracts and subcontracts associated with the project management and due diligence work to be funded by this Agreement, including but not limited to procurement under applicable public contracting laws, contract management, and payments to contractors and subcontractors. Metro acknowledges that other than Metro's payment of funds to the County, Metro has no other obligation or responsibility for this work.
12. **No Third-Party Beneficiary.** The County and Metro are the only parties to this Agreement and as such, are the only parties entitled to enforce its terms. Nothing contained in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.
13. **Indemnification.** Within the limits of the Oregon Tort Claims Act, each party agrees to indemnify and defend the other and its elected officials, officers, employees, agents and representatives from and against all claims, demands, penalties and causes of action of any kind or character relating to or arising from this Agreement, excluding the cost of defense and attorney fees, arising in favor of any person on account of personal injury, death or damage to property and arising out of or resulting from the negligent or other legally culpable acts or omissions of the indemnitor, its elected officials, employees, agents, subcontractors or representatives.
14. **Merger Clause.** This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.
15. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

16. **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.

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

**Metro**

**Clackamas County Board of County Commissioners by:**

  
\_\_\_\_\_  
Martha Bennett, COO, Metro

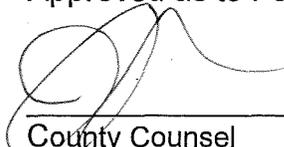
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Recording Secretary

Approved as to Form:

  
\_\_\_\_\_  
County Counsel

## Project Management and Due Diligence Work Program

- Overall Project Management – A single overall project manager should be identified with responsibility to manage the full work program, including work elements being carried out by other consultants and agency staffs.
- Governance – A key conclusion of this effort will be to identify a transferee and the governance structure through which to implement the transfer of the Locks from the Corps to a new owner.
- Funding – The companion conclusion to the governance question will be to determine the appropriate funding strategy to implement needed capital repairs and support ongoing operations, maintenance, and periodic capital improvements.
- Engineering – The Consultant team should include a civil engineer with experience with locks. This person will be responsible for consulting with the Corps to fully understand their engineering assessment, verify the scope of work for each repair item, confirm costs and assist the Locks Commission in finalizing an agreed upon short- and long-term capital repair plan.
- Public Outreach – The Consultant, working with the assistance of the full partners group will design and implement an appropriate public outreach work program with an eye toward building a base of support for ultimate implementation.
- Advocacy – The Consultant will develop and manage the best approach for any state or federal legislative and administrative advocacy stemming from recommendations by the Commission or full partners group.
- Agency Organization Structure and Capabilities – With the assistance of the full partners group and accessing the experience of the Corps, the Consultant will be responsible for defining the staffing and resources required for the transferee to be successful.
- Other studies and issues as required – As the project manager, the Consultant will be required to identify issues to be addressed and ensure that resources from the Consultant and/or the full partners group are assigned to analyze or otherwise address the issue.
- Commission Proposal – The Consultant will be responsible for drafting the final Commission proposal document.