



AGENDA

Thursday, March 15, 2012 - 10:00 AM

Board of County Commissioners Business Meeting

Beginning Board Order No. 2012-17

I. CALL TO ORDER

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

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

1. Recognition of the McLoughlin Area Plan Committee Members for their Work Developing the McLoughlin Area Plan (Dave Queener, Development Agency)

III. HOUSING AUTHORITY CONSENT AGENDA

2. Approval of a Contract with Epic Land Solutions to Provide Relocation Services
3. Approval of Contract with Right-of-Way Associates to Provide Relocation Services
4. Approval to Apply for a 2012 Resident Opportunity for Self-Sufficiency Service Coordinator Grant from the Department of Housing and Urban Development
5. In the Matter of Writing Off Uncollectible Accounts for the Third Quarter of FY 2012

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

6. Public Hearing for the Housing Authority of Clackamas County's Fiscal Year 2012 Annual Plan (Trell Anderson, Housing Authority)

V. DISCUSSION ITEMS *(The following items will be individually presented by County staff or other appropriate individuals. Citizens who want to comment on a discussion item may do so when called on by the Chair.)*

~NO DISCUSSION ITEMS SCHEDULED

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

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

A. Health, Housing & Human Services

- 7
1. Approval to Apply for the Northwest Health Foundation Safety Net Clinic Patient Centered Primary Care Home (PCPCH) Transformation Fund - CH
 - 8 2. Approval of a Professional, Technical and Consultant Service Contract with Oregon Family Support Network to Provide Peer Support Services - BH

B. Elected Officials

- 9
1. Approval of Previous Business Meeting Minutes – BCC

C. Business & Community Services

- 10
1. Approval to Execute a Roadway and Access Easement Relating to Clackamas County Eagle Fern Park

D. Department of Emergency Management

- 11
1. Approval of a Local Grant Agreement with Sub-grantees for the Fiscal Year 2012 Urban Area Security Initiative Grant

VIII. COMMISSIONERS COMMUNICATION

NOTE: *Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.*

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



DEVELOPMENT AGENCY

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

March 15, 2012

Development Agency Board
Clackamas County

Members of the Board:

**RECOGNITION OF McLOUGHLIN AREA PLAN COMMITTEES FOR
WORK DEVELOPING THE McLOUGHLIN AREA PLAN**

McLoughlin Area Plan (MAP) Committees 1 and 2 facilitated a community-led process over the last three years that has resulted in a plan that reflects the community's long-term vision for the area, and outlines projects and programs to implement to realize that vision.

The commitment of these volunteer citizens to ensure that the McLoughlin Area Plan truly represents the community's vision and desires is what sets this plan above others.

The MAP 2 Committee presented the MAP Plan to the Board of Commissioners at a study session on January 17. The Board enthusiastically accepted the plan and agreed to recognize the committee for its work at a future business meeting.

The MAP 2 committee members are:

Ed Gronke (chair)	Eben Polk	Dick Jones
Eleanore Hunter (vice-chair)	David Seigneur	Trish Nixon
Pat Russell	Lynn Fisher	Jim Frisbie
Jerry Foy	Everett Wild	Annette Guarriello

In addition, several people served on the MAP 1 Committee which laid groundwork for the MAP 2 Plan. Those people are:

Paul Savas (chair)	Susan Shawn	Pat Russell
Ed Gronke (vice-chair)	Eleanore Hunter	Jerry Foy
Carol Mastronarde	Everett Wild	Dick Jones
Edith Coulter	Amy Hoffman	

RECOMMENDATION

- We respectfully request that the Board of County Commissioners express the County's deep appreciation to all the MAP Committee members for their dedication and commitment to improving their community.

Respectfully submitted,



David Queener
Development Agency

For more information on this item, please contact David Queener at (503) 742-4322

March 15th, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of Contract # _____ with Epic Land Solutions to
provide Relocation Services**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval of a Contract with Epic Land Solutions to provide Relocation services to HACC. This team was selected, along with one other, from a pool of qualified responses resulting from a competitive RFP (Request for Proposals) process.

Epic Land Solutions will provide on-call relocation services on an 'as-needed' basis including; relocation planning, coordination of temporary and permanent relocation of HACC households, and collection and analysis of relocation data.

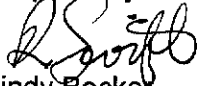
Relocation services are required for the successful completion of a number of projects and agency initiatives either currently underway or projected to start in the next 2-3 years. This includes the rehabilitation of Easton Ridge Apartments, the sale of scattered site Public Housing units, the redevelopment of Clackamas Heights and ongoing modernization work on the Public Housing portfolio.

No County General Funds are involved.

Recommendation

Staff respectfully recommends the Board approve HACC to enter into a Professional Services Contract with Epic Land Solutions for the provision of Relocation services to HACC.

Respectfully submitted,


Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Mary-Rain O'Meara at (503)655-8279

PROFESSIONAL SERVICES CONTRACT DOCUMENTS

FOR

EPIC LAND SOLUTIONS, INC.

BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF
CLACKAMAS COUNTY

Charlotte Lehan, Chair
Jim Bernard, Commissioner
Jamie Damon, Commissioner
Ann Lininger, Commissioner
Paul Savas, Commissioner
Erica Allison, Resident Commissioner

PROFESSIONAL SERVICES CONTRACT FOR ON-CALL RELOCATION SERVICES

This contract for professional services is entered into by and between the Housing Authority of Clackamas County, hereinafter referred to as HACC, and **Epic Land Solutions, Inc.**, hereinafter called the CONTRACTOR. HACC and CONTRACTOR, in consideration of the mutual promises, terms and conditions provided herein, agree to the following:

I. SCOPE OF WORK and TERM OF CONTRACT:

This agreement covers the services as described in Attachment "A", which by this reference is hereby incorporated into and made a part of this contract. Work shall be performed in accordance with a schedule approved by the HACC. The term of the contract shall commence upon contract execution and continue through March 15, 2015. Passage of the contract expiration date shall not extinguish or prejudice HACC's right to enforce this contract with respect to any default or defect in performance that has not been cured.

II. COMPENSATION:

A. The HACC agrees to compensate the CONTRACTOR on a fee-for-services basis as provided for in Attachment "B", which by this reference is hereby incorporated into and made a part of this contract. Invoices submitted for payment in connection with this agreement shall be properly documented and shall indicate pertinent HACC contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum compensation authorized under this contract shall not exceed **\$300,000**. CONTRACTOR bears the risk of non-payment for services in excess of the amount stated above without prior HACC approval; but HACC reserves the right to ratify and pay for such services in its sole discretion.

B. The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

1. The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.

2. This contract is not intended to entitle the CONTRACTOR to any benefits generally granted to HACC employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as

benefits are otherwise required by law if the CONTRACTOR is presently a member of the Public Employees Retirement System).

3. If the CONTRACTOR has the assistance of other persons in the performance of this contract, and the CONTRACTOR is a subject employer, the CONTRACTOR shall qualify and remain qualified for the term of this contract as an insured employer under ORS 656.

4. CONTRACTOR represents and warrants that CONTRACTOR is not an employee of HACC or of the Federal Government, meets the independent contractor standards of ORS 670.600, and is not an "officer", "employee", or "agent" of HACC, as those terms are used in ORS 30.260 et. seq.

III. CONSTRAINTS

The CONTRACTOR agrees:

A. CONTRACTOR shall not delegate the responsibility for providing services under this contract to any other individual or agency without the express written permission of HACC.

B. Pursuant to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235, the following terms and conditions are made a part of this agreement:

1. CONTRACTOR shall:

a. Make payments promptly, as due, to all persons supplying to the CONTRACTOR labor or materials for the prosecution of the work provided for in this agreement.

b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this agreement.

c. Not permit any lien or claim to be filed or prosecuted against the HACC on account of any labor or material furnished.

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

3. The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which are incorporated herein by this reference.

All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

4. The CONTRACTOR shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of the CONTRACTOR'S employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

5. The CONTRACTOR shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this contract.

6. The CONTRACTOR shall indemnify, save harmless and defend the HACC, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the negligent acts, errors, omissions, or fault of the CONTRACTOR or the CONTRACTOR'S employees. Subject to limitations in the Oregon Tort Claims Act, HACC shall save harmless and defend CONTRACTOR, its officers and employees 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 solely by the negligent acts, errors, omissions, or fault of HACC or HACC's employees.

7. Services performed by CONTRACTOR shall be performed in a comparable manner and with the same degree of care, skill, diligence, competency, and knowledge which is ordinarily exhibited and possessed by other professionals in good standing in the same or similar field in the same community as CONTRACTOR.

IV. INSURANCE REQUIREMENTS

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the CONTRACTOR, its agents, representatives, employees, or sub-contractors.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (*occurrence form CG 0 01 10 01*).
2. Insurance Services Office Additional Insured form (*CG 20 37 or CG 20 26*).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, Code 1 (*any auto*) [*require if scope of work includes driving on HACC property*].
4. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.
5. Professional Errors and Omissions Liability insurance appropriate to the CONTRACTOR's profession.

B. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. (*including coverages for discrimination, ADA violations, and sexual molestation*). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (*statutory*) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.
4. Professional Errors and Omissions Liability insurance: \$1,000,000 per occurrence.

NOTE: These limits can be attained by individual policies or by combining primary and umbrella policies.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by HACC. At the option of HACC, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects HACC, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to HACC guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. OTHER INSURANCE PROVISIONS

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. HACC, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR; or automobiles owned, leased, hired, or borrowed by the CONTRACTOR.
2. The CONTRACTOR's insurance coverage shall be primary insurance as respects HACC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by HACC, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance.
3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to HACC.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the CONTRACTOR.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than B+: CONTRACTOR must provide written verification of their insurer's rating.

F. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish HACC with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by HACC in sufficient time before the agreement commences to permit CONTRACTOR to remedy any deficiencies. HACC reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

G. SUB-CONTRACTORS' INSURANCE

CONTRACTOR shall include all sub-contractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit HACC to approve them before sub-contractors' work begins. All insurance coverages for sub-contractors shall be subject to all of the requirements stated above.

Notwithstanding this provision, CONTRACTOR shall indemnify HACC for any claims resulting from the performance or non-performance of the CONTRACTOR's sub-contractors and/or their failure to be properly insured.

V. SUBCONTRACTORS:

Use of sub-contractors must be pre-approved in writing by HACC. The CONTRACTOR shall be responsible to HACC for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.

VI. OTHER TERMS:

A. Termination. This contract may be terminated by either party upon at least ten (10) days written notice to the other.

B. Amendments. This contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of HACC.

C. Governing Law/Venue. This contract shall be governed by the laws of the State of Oregon. Any action or suit commenced in connection with this contract shall be commenced in the Circuit Court of Clackamas County or the Federal District Court for Oregon.

D. Third Party Beneficiaries. HACC and CONTRACTOR are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, or is intended to give, any right or benefit to any third persons unless such third persons are identified individually by name herein and expressly identified as intended beneficiaries of this contract.

E. Force Majeure. Neither HACC nor CONTRACTOR shall be held responsible for delay or default caused by fire, riot, strikes, acts of god, or war, where such cause was beyond their reasonable control. The parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of their obligations under this contract.

F. Survival. The terms, conditions, representations, and all warranties contained in this contract shall survive the termination or expiration of this contract.

G. Records. CONTRACTOR shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, CONTRACTOR shall maintain any other records pertinent to this contract in such a manner as to clearly document CONTRACTOR'S performance hereunder. Contractor shall maintain any such records for a minimum of three years following final payment and termination of this contract, and CONTRACTOR shall allow HACC and its duly authorized representatives access to such records during that time or until the conclusion of any audit, controversy

or litigation arising out of or related to this contract, whichever date is later. All subcontracts shall also comply with these provisions.

H. Ownership and Use of Documents. All work products of CONTRACTOR which result from this contract (the "work products"), except material previously and mutually identified as confidential, shall be provided to HACC upon request and shall be considered exclusive property of HACC. In addition, if any of the work products contain intellectual property of CONTRACTOR that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, CONTRACTOR hereby grants HACC a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so for HACC purposes, all such work products, including but not limited to any information, designs, plans or works provided or delivered to HACC or produced by CONTRACTOR under this contract.

I. Whole Contract. This contract constitutes the complete and exclusive statement of the contract between the parties relevant to the purpose described herein and supersedes and cancels any prior contracts or 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.

By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

Epic Land Solutions
9600 SW Oak Street, Suite 570
Portland, OR 97223



Authorized Signature

Casey Overcamp / Vice President

Name / Title Printed

March 1, 2012

Date

(503) 213-3977 / (503) 244-0627

Telephone / Fax Number

95-4813025

Federal Tax ID Number

March 15th, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of Contract # _____ with Right of Way Associates to
provide Relocation Services**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval of a Contract with Right of Way Associates to provide Relocation services to HACC. This team was selected, along with one other, from a pool of qualified responses resulting from a competitive RFP (Request for Proposals) process.

Right of Way Associates will provide on-call relocation services on an 'as-needed' basis including; relocation planning, coordination of temporary and permanent relocation of HACC households, and collection and analysis of relocation data.

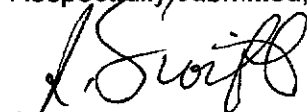
Relocation services are required for the successful completion of a number of projects and agency initiatives either currently underway or projected to start in the next 2-3 years. This includes the rehabilitation of Easton Ridge Apartments, the sale of scattered site Public Housing units, the redevelopment of Clackamas Heights and ongoing modernization work on the Public Housing portfolio.

No County General Funds are involved.

Recommendation

Staff respectfully recommends the Board approve HACC to enter into a Professional Services Contract with Right of Way Associates for the provision of Relocation services to HACC.

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Mary-Rain O'Meara at (503)655-8279

PROFESSIONAL SERVICES CONTRACT DOCUMENTS

FOR

RIGHT OF WAY ASSOCIATES, INC.

BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF
CLACKAMAS COUNTY

Charlotte Lehan, Chair
Jim Bernard, Commissioner
Jamie Damon, Commissioner
Ann Lininger, Commissioner
Paul Savas, Commissioner
Erica Allison, Resident Commissioner

PROFESSIONAL SERVICES CONTRACT FOR ON-CALL RELOCATION SERVICES

This contract for professional services is entered into by and between the Housing Authority of Clackamas County, hereinafter referred to as HACC, and **Right of Way Associates, Inc.**, hereinafter called the CONTRACTOR. HACC and CONTRACTOR, in consideration of the mutual promises, terms and conditions provided herein, agree to the following:

I. SCOPE OF WORK and TERM OF CONTRACT:

This agreement covers the services as described in Attachment "A", which by this reference is hereby incorporated into and made a part of this contract. Work shall be performed in accordance with a schedule approved by the HACC. The term of the contract shall commence upon contract execution and continue through January 19, 2015. Passage of the contract expiration date shall not extinguish or prejudice HACC's right to enforce this contract with respect to any default or defect in performance that has not been cured.

II. COMPENSATION:

A. The HACC agrees to compensate the CONTRACTOR on a fee-for-services basis as provided for in Attachment "B", which by this reference is hereby incorporated into and made a part of this contract. Invoices submitted for payment in connection with this agreement shall be properly documented and shall indicate pertinent HACC contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum compensation authorized under this contract shall not exceed **\$300,000**. CONTRACTOR bears the risk of non-payment for services in excess of the amount stated above without prior HACC approval; but HACC reserves the right to ratify and pay for such services in its sole discretion.

B. The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

1. The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.

2. This contract is not intended to entitle the CONTRACTOR to any benefits generally granted to HACC employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as

benefits are otherwise required by law if the CONTRACTOR is presently a member of the Public Employees Retirement System).

3. If the CONTRACTOR has the assistance of other persons in the performance of this contract, and the CONTRACTOR is a subject employer, the CONTRACTOR shall qualify and remain qualified for the term of this contract as an insured employer under ORS 656.

4. CONTRACTOR represents and warrants that CONTRACTOR is not an employee of HACC or of the Federal Government, meets the *independent contractor standards of ORS 670.600*, and is not an "officer", "employee", or "agent" of HACC, as those terms are used in ORS 30.260 et. seq.

III. CONSTRAINTS

The CONTRACTOR agrees:

A. CONTRACTOR shall not delegate the responsibility for providing services under this contract to any other individual or agency without the express written permission of HACC.

B. Pursuant to the requirements of ORS 279B.020 and ORS279B.220 through 279B.235, the following terms and conditions are made a part of this agreement:

1. CONTRACTOR shall:

a. Make payments promptly, as due, to all persons supplying to the CONTRACTOR labor or materials for the prosecution of the work provided for in this agreement.

b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this agreement.

c. Not permit any lien or claim to be filed or prosecuted against the HACC on account of any labor or material furnished.

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

3. The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which are incorporated herein by this reference.

All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

4. The CONTRACTOR shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of the CONTRACTOR'S employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

5. The CONTRACTOR shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this contract.

6. The CONTRACTOR shall indemnify, save harmless and defend the HACC, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the negligent acts, errors, omissions, or fault of the CONTRACTOR or the CONTRACTOR'S employees.

7. Services performed by CONTRACTOR shall be performed in a comparable manner and with the same degree of care, skill, diligence, competency, and knowledge which is ordinarily exhibited and possessed by other professionals in good standing in the same or similar field in the same community as CONTRACTOR.

IV. INSURANCE REQUIREMENTS

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the CONTRACTOR, its agents, representatives, employees, or sub-contractors.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (*occurrence form CG 0 01 10 01*).

2. Insurance Services Office Additional Insured form (CG 20 37 or CG 20 26).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, Code 1 (any auto) [require if scope of work includes driving on HACC property].
4. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.
5. Professional Errors and Omissions Liability insurance appropriate to the CONTRACTOR's profession.

B. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. (including coverages for discrimination, ADA violations, and sexual molestation). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (statutory) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.
4. Professional Errors and Omissions Liability insurance: \$1,000,000 per occurrence.

NOTE: These limits can be attained by individual policies or by combining primary and umbrella policies.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by HACC. At the option of HACC, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects HACC, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to HACC guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. OTHER INSURANCE PROVISIONS

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. HACC, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR; or automobiles owned, leased, hired, or borrowed by the CONTRACTOR.

2. The CONTRACTOR's insurance coverage shall be primary insurance as respects HACC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by HACC, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance.
3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to HACC.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the CONTRACTOR.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than B+: CONTRACTOR must provide written verification of their insurer's rating.

F. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish HACC with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by HACC in sufficient time before the agreement commences to permit CONTRACTOR to remedy any deficiencies. HACC reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

G. SUB-CONTRACTORS' INSURANCE

CONTRACTOR shall include all sub-contractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit HACC to approve them before sub-contractors' work begins. All insurance coverages for sub-contractors shall be subject to all of the requirements stated above.

Notwithstanding this provision, CONTRACTOR shall indemnify HACC for any claims resulting from the performance or non-performance of the CONTRACTOR's sub-contractors and/or their failure to be properly insured.

V. SUBCONTRACTORS:

Use of sub-contractors must be pre-approved in writing by HACC. The CONTRACTOR shall be responsible to HACC for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any

minority, women or emerging small business enterprise in obtaining any subcontract.

VI. OTHER TERMS:

A. Termination. This contract may be terminated by either party upon at least ten (10) days written notice to the other.

B. Amendments. This contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of HACC.

C. Governing Law/Venue. This contract shall be governed by the laws of the State of Oregon. Any action or suit commenced in connection with this contract shall be commenced in the Circuit Court of Clackamas County or the Federal District Court for Oregon.

D. Third Party Beneficiaries. HACC and CONTRACTOR are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, or is intended to give, any right or benefit to any third persons unless such third persons are identified individually by name herein and expressly identified as intended beneficiaries of this contract.

E. Force Majeure. Neither HACC nor CONTRACTOR shall be held responsible for delay or default caused by fire, riot, strikes, acts of god, or war, where such cause was beyond their reasonable control. The parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of their obligations under this contract.

F. Survival. The terms, conditions, representations, and all warranties contained in this contract shall survive the termination or expiration of this contract.

G. Records. CONTRACTOR shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, CONTRACTOR shall maintain any other records pertinent to this contract in such a manner as to clearly document CONTRACTOR'S performance hereunder. Contractor shall maintain any such records for a minimum of three years following final payment and termination of this contract, and CONTRACTOR shall allow HACC and its duly authorized representatives access to such records during that time or until the conclusion of any audit, controversy or litigation arising out of or related to this contract, whichever date is later. All subcontracts shall also comply with these provisions.

H. Ownership and Use of Documents. All work products of CONTRACTOR which result from this contract (the "work products"), except

material previously and mutually identified as confidential, shall be provided to HACC upon request and shall be considered exclusive property of HACC. In addition, if any of the work products contain intellectual property of CONTRACTOR that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, CONTRACTOR hereby grants HACC a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so for HACC purposes, all such work products, including but not limited to any information, designs, plans or works provided or delivered to HACC or produced by CONTRACTOR under this contract.

I. Whole Contract. This contract constitutes the complete and exclusive statement of the contract between the parties relevant to the purpose described herein and supersedes and cancels any prior contracts or 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.

By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

Right of Way Associates, Inc.
10186 SW Laurel Street
Beaverton, OR 97005

R. David Feinauer
Authorized Signature

R. David Feinauer, Principal
Name / Title Printed

2/27/12
Date

503.644.3436/503.644.7400
Telephone / Fax Number

93-101-9151
Federal Tax ID Number

HOUSING AUTHORITY OF CLACKAMAS COUNTY

Charlotte Lehan, Chair

Jim Bernard, Commissioner

Jamie Damon, Commissioner

Ann Lininger, Commissioner

Paul Savas, Commissioner

Erica Allison, Resident Commissioner

DATED this _____ day of March, 2012

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

March 15, 2012

Board of Commissioners
Clackamas County

Members of the Board:

Approval to apply for a 2012 Resident Opportunity for Self-Sufficiency Service Coordinator grant from the Department of Housing and Urban Development

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to apply for a 2012 Resident Opportunities and Self-Sufficiency Service (ROSS) Coordinator Grant from the Department of Housing and Urban Development (HUD). HUD is looking for applications to provide Service Coordinators to help elderly and disabled Public Housing residents improve their living conditions and age in place. The Service Coordinator would ensure that program participants are linked to the supportive services they need to maintain independent living.

The total amount of the award for a three-year grant term is \$243,000. The Housing Authority will use grant funds for salary and benefits for 1 FTE Service Coordinator over three years including administration and training cost.


The ROSS Coordinator will:

- Coordinate a Local Program Committee with service providers to ensure that program participants are linked to supportive services needed to achieve self-sufficiency,
- Market the program to residents,
- Provide general case management which includes intake, assessment, education, and referral of residents to service providers in the general community,
- Coordinate and oversee the delivery of services, ensuring services are provided on a regular, ongoing, and satisfactory basis, and,
- Create a resident group to promote self-sufficiency efforts and/or encourage residents to build informal support networks with other residents, family, and friends.

Recommendation

We recommend the approval to apply for the ROSS grant and further recommend the acceptance of the award if funded; and that the Director of the Department of Health, Housing, and Human Services be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted,


Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Toni Karter at (503) 650-3139

Healthy Families. Strong Communities.

March 15, 2012

Board of Commissioners of the
Housing Authority of Clackamas County

Members of the Board:

**In The Matter of Writing Off Uncollectible Accounts for the
Third Quarter of Fiscal Year 2012**

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 2012 (January 1, 2012 – March 31, 2012). The uncollectible amounts are detailed on the attached worksheet.

Uncollectible amounts for the third quarter of fiscal year 2012 will be \$10,895.59 for Low Rent Public Housing. Of the total third quarter write offs, \$4,603.13 was for uncollected rents and \$6,292.46 was for maintenance repairs charged to tenants for repairs required to units before HACC could lease them to a new tenant.

The total amount proposed for transfer from Accounts Receivable to Collection Loss for the third quarter of fiscal year 2012 will be \$10,895.59. Total collection losses for fiscal year 2011 were \$33,058.65.

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,



Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Mary-Rain O'Meara at 503-655-8279

LRRPH Collection Loss for the period of 1/31/2012 to 3/31/2012
 Third Quarter of Fiscal Year 2012

Unit #	SS #	Name	Rent	Sundry	Total
1003-5	xxx-xx-9559	Lara Belgarde	31.02	715.06	\$ 746.08
1045-4	xxx-xx-8276	Sabrina Gier	-	249.72	\$ 249.72
3010-6	xxx-xx-1630	Raquel Wright	2.88	526.31	\$ 529.19
3014-2	xxx-xx-9167	Della Drum	429.20	603.52	\$ 1,032.72
3035-7	xxx-xx-6840	Penney Peterson	1,775.36	2,282.74	\$ 4,058.10
3035-7	xxx-xx-6840	Penney Peterson	1,642.00	-	\$ 1,642.00
4013-4	xxx-xx-0748	Rachel Denny	295.35	52.42	\$ 347.77
12012-1	xxx-xx-4281	Julie McCuller	27.88	442.82	\$ 470.70
12017-2	xxx-xx-6816	Vernon Wiese	147.96	1,241.96	\$ 1,389.92
12027-3	xxx-xx-2640	Brittany Allen	-	177.91	\$ 177.91
19001-3	xxx-xx-5817	Eugene Long	251.48	-	\$ 251.48
Total Write-off			4,603.13	6,292.46	10,895.59

Betty McKee
 Accounting Specialist 1 - Betty McKee
Rehabella Cronk
 Finance Manager - Rich Cronk
Trell Anderson
 Executive Director - Trell Anderson

March 15, 2012

Board of Commissioners of the
Housing Authority of Clackamas County

Members of the Board:

Public Hearing on the Fiscal Year 2012 Annual Plan

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the Board hold a public hearing on March 15th, 2012, to receive and consider public comments on HACC's Fiscal Year 2012 Annual Plan.

The Annual Plan will be effective July 1st, 2012. The purpose of the Annual Plan is to provide an annual update to HUD (U.S. Department of Housing and Urban Development) regarding the Housing Authority's policies, rules, and requirements concerning its operations, programs and services. The Annual Plan can be amended during the implementation year by calling a public hearing in front of the Board of County Commissioners and by providing notification of the amendment of modification to HUD. The amendment will be approved in accordance with HUD's plan review procedures, as provided in the Code of Federal Regulations (CFR) 903.23.

Per the requirements of the Quality Housing and Work Responsibility Act (QHWRA) of 1998, this 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, 2012 to review the Annual Plan. On January 8th, 2012, HACC published a public notice opening the Annual Plan for public review and comments from January 19th, 2012 through March 2nd, 2012. The Annual Plan was made available at the HACC Administrative Office, HACC Property Management Offices, Clackamas County Oak Grove Library, and was posted on HACC's website.

There are several final steps required prior to finalizing the Annual Plan. A public hearing in front of the Board and the final Board approval of the Annual Plan are the final two steps in the process. The public hearing gives one more opportunity for public comments to be received and considered by the Board for HACC to make any final revisions to the Annual Plan. A public notice was published on March 4, 2012 for the public hearing.

The Board will adopt the final version of the Annual Plan on Thursday, March 29th, 2012. The final version, including all attachments and certifications, will be submitted to HUD. This final step is required to be completed at least 75 days before the beginning of our fiscal year (7/1/2011).

Recommendation

Staff recommends that the Board hold a public hearing on March 15th, 2012, receive and consider public comments, and direct HACC staff in finalizing the Annual Plan (July 1, 2012- June 30, 2013).

For information on this issue or copies of attachments
Please contact Mary-Rain O'Meara at (503)-655-8279

Healthy Families. Strong Communities.

2051 Kaen Road #239, Oregon City, OR 97045 • Phone: 503-650-5697 • Fax: 503-655-8677 • www.clackamas.us

Staff also requests approval to hold a Special Meeting of the Board on March 29th, 2012 for the purpose of adopting the Plan as part of a consent calendar.

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Mary-Rain O'Meara at (503)-655-8279

PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 8/30/2011
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1.0	PHA Information PHA Name: <u>Housing Authority of Clackamas County</u> PHA Code: <u>OR001</u> PHA Type: <input type="checkbox"/> Small <input checked="" type="checkbox"/> High Performing <input type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>07/2012</u>				
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>545</u> Number of HCV units: <u>1605</u>				
3.0	Submission Type <input type="checkbox"/> 5-Year and Annual Plan <input checked="" type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only				
4.0	PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)				
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program PH HCV
	PHA 1:				
	PHA 2:				
	PHA 3:				
5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update. No Update- Maintaining Version Submitted in FY2010				
5.1	Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: N/A				
5.2	Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. N/A				

PHA Plan Update

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

Agency-Wide Updates

1. HACC has implemented a new Fair Housing initiative in FY 2011. Activities for FY 2012 include: Fair Housing Land Lord Trainings, Turn-back studies, Opportunity Mapping, School Performance mapping, Small Area rent implementation, and development of a Mobility Counseling pilot program. See attachment C for a detailed description of these activities.
2. HACC may submit a Move to Work (MTW) application in FY 2012.
3. In an attempt to address decreasing revenues and increasing administrative costs, HACC will make administrative waiver requests to HUD in FY 2012 to streamline operations and increase efficiencies.

Housing Choice Voucher Updates

4. HACC has initiated a process improvement working group for its Shelter plus Care program, to maximize grant resources and increase efficiency.
5. HACC may consider conversion of tenant based vouchers Project Based Vouchers.
6. HACC may apply for specialized vouchers such as Veterans Affairs Supportive Housing (VASH), Family Unification Program (FUP), and increased Family Self Sufficiency (FSS) funding.
7. HACC received renewed funding for 1.5 FTE FSS staffing.
8. HACC accepted 44 new Enhanced Vouchers for River Glen Apartments.
9. HACC intends to enter into an Memorandum of Understanding for a pilot project with Home Forward to decrease barriers to mobility between our Counties by changing the port process between Clackamas County and Multnomah County.
10. HACC plans to implement small area payment standards in Lake Oswego and West Linn to further deconcentrate poverty.
11. HACC plans to simplify its utility allowances to facilitate a pilot between Home Forward and HACC and reduce administrative burden of calculations on staff.
12. HACC may change inspections to be based on location and decouple it from the annual recertification to be more efficient and reduce administrative expenses on travel and staff time. Inspections are required to be once every 12 months.
13. HACC may seek a waiver not to require annual inspections, but rather allow biennial inspections.
14. HACC may seek a waiver to change recertification for some or all clients to biennial.
15. HACC may seek a waiver to allow self certifications of all assets with no third party requirement.
16. HACC is considering a new preference for graduates from Permanent Support Housing.
17. HACC will undertake a purge of its Housing Choice Voucher waiting list in FY 2012.
18. HACC is making policy and procedures changes to its Housing Choice Voucher Administrative Plan. See Attachment A for a list of changes.
19. HACC will research and consider a consortium of our Housing Choice Voucher program.

Public Housing Updates

20. HACC gained approval from its Board to implement a No-Smoking Policy at all Public Housing properties. The policy will be effective as of April, 1, 2012, following a resident engagement and education process.
21. HACC was the recipient of a 3-Year Resident Opportunity and Self Sufficiency (ROSS) grant to provide additional supportive services to public housing residents.
22. HACC has appointed its new Resident Advisory Board.
23. HACC is making policy and procedure changes to its Admissions and Continued Occupancy Policy (ACOP) for Public Housing. See Attachment A for an overview and discussion of changes.
24. HACC may open one or two Public Housing waiting lists in FY 2012.

6.0

	<p>6.0 (Continued)</p> <p>Development Updates</p> <p>Introduction: In May 2008, the Housing Authority of Clackamas County Board of County Commissioners approved a "10 Year Strategic Directive to Redevelop and Reposition the HACC Housing Portfolio". The following items follow from this Directive with a purpose of upgrading and expanding HACC's housing portfolio to provide affordable housing to lower income resident that is energy efficient, accessible, financially stable, community oriented, and supportive of resident achievement and long-term success.</p> <p>25. HACC may submit an additional Demolition/Disposition application in FY 2012 for the remaining Scattered Sites (AMP 2).</p> <p>26. HACC received notice in FY 2010/2011 that it was not awarded a HOPE VI Revitalization Grant for its Clackamas Heights property (AMP 1). HACC will continue to research alternative re-development scenarios for Clackamas Heights during FY 2012.</p> <p>27. HACC may seek Mixed-Finance Modernization and Development activities in the Plan year for Clackamas Heights and other offsite locations to be determined. These may include Public Housing, Project Based Vouchers, and/or other forms of subsidized housing.</p> <p>28. HACC will be conducting other affordable housing development or acquisition activities including the possible acquisition of new land or multi-family dwellings for new affordable/ and or public housing development. These may include Public Housing, Project Based Vouchers, and/or other forms of subsidized housing.</p> <p>29. Using non Public Housing resources, HACC will undertake rehabilitation and refinancing of its Easton Ridge property with envelope replacement construction set to begin in the fall of 2012.</p> <p>30. Using non Public Housing resources, HACC will complete Capital Needs Assessments conducted for its Special Needs and Affordable portfolio to facilitate planning in FY 2012 for the rehabilitation and refinancing of these properties.</p> <p>(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.</p> <ul style="list-style-type: none"> • Housing Authority Administrative Office, 13930 S Gain Street, Oregon City, OR • Housing Authority Clackamas Heights Property Management Office, 13900 S Gain Street, Oregon City, OR • Housing Authority Hillside Property Management Office, 2889 Hillside Court, Milwaukie, OR • Housing Authority Website: http://www.clackamas.us/hacc • Clackamas County Public Library located at 16201 S.E. McLoughlin, Oak Grove, OR
7.0	<p>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. <i>Include statements related to these programs as applicable.</i></p> <p>A. HACC anticipates continuing its efforts to identify Mixed Finance Modernization or Development opportunities which could include a combination of public housing and Project Based Section 8/Low Income Housing Tax Credit (LIHTC) units. These efforts include revitalization of Clackamas Heights (AMP 1) as well as other to be determined off-site locations.</p> <p>B. HACC anticipates submitting an Inventory Removal Application to HUD's Special Applications Center (SAC) in FY 2012 for approval to sell up to 145 scattered site public housing units in addition to the 21 that HACC already has SAC approval to sell.</p> <p>C. HACC may participate in the Rental Assistance Demonstration (RAD) program.</p> <p>D. HACC does not anticipate a Homeownership program in FY 2012.</p> <p>E. HACC anticipates using Project Based Section 8 vouchers in FY 2012.</p>
8.0	<p>Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.</p>
8.1	<p>Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i>, form HUD-50075.1, for each current and open CFP grant and CFFP financing.</p>
8.2	<p>Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i>, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.</p>

8.3	<p>Capital Fund Financing Program (CFFP). <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.</p>
9.0	<p>Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. See Attachment B: Housing Needs Table and Statement of Housing Needs</p>
9.1	<p>Strategy for Addressing Housing Needs. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan. N/A (5 Year Plan Submission Only)</p>
10.0	<p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.</p> <ul style="list-style-type: none"> • HACC continues to participate in the Clackamas County Homeless Council. In this capacity, HACC continues to apply for and receive Continuum of Care funds for the Shelter plus Care program and the Jannsen Road Transitional Housing Program. • HACC has achieved a High Performer rating on its SEMAP. • HACC continues to be a High Performer in Public Housing. • HACC has no significant audit findings. • HACC continues to use its Easton Ridge property to further provide affordable housing. Easton Ridge currently accepts Section 8 Vouchers, Shelter + Care participants, and clients from Springwater. • HACC continues to apply for and receive grant funding for 1.5 FTE housing choice voucher family self-sufficiency coordinators. • HACC received a new HUD ROSS Grant. • HACC continues to maximize its Voucher utilization at 98% or greater and has adjusted Voucher Payment Standards as needed for its residents to find affordable housing. • HACC has consistently maintained high occupancy rates at 95% or greater in an efforts to serve those on the waitlist as quickly as possible. • HACC received a grant from Oregon Housing and Community Services to participate in the Housing Development Center's Asset Management and Portfolio Preservation program to build Asset Management capacity for its Special Needs and Affordable Housing portfolio. <p>The Capital Fund Program achievements are listed as part of attachments OR001a01- OR001f01 and OR001j01</p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"</p>
11.0	<p>Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <ul style="list-style-type: none"> (a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights) (b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only) (c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only) (d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only) (e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only) (f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations. (g) Challenged Elements (h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only) (i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)