



AGENDA

***Revised**

Added I.1, A.3. A.4, F.1

Thursday, May 6, 2021 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2021-24

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****Ice Storm Updates**

*****COVID Updates**

I. BOARD DISCUSSION ITEMS *(The following items will be individually discussed by the Board only, followed by Board action.)*

County Counsel

1. Addendum to and Sunset of Emergency Housing Declaration

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

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Agreement with the State of Oregon, Department of Consumer and Business Services, Oregon Insurance Division, Senior Health Insurance Benefits Assistance (SHIBA) - Senior Medicare Patrol (SMP). Total revenue of \$10,000, no general funds are involved.
2. Approval of Community Development Division 2021 Action Plan. Application for \$2,253,017 in Community Development Block Grant (CDBG) funds, \$1,006,963 in HOME funds, and \$192,629 in Emergency Solutions Grant (ESG) funds during the 2021 program year. No general funds involved.
- *3. Approval of Subrecipient Grant Agreement with Clackamas Women's Services to Provide Rent Assistance Services. This is for \$1,204,804 of COVID rental assistance funds from State and Federal grants. No County General Funds are involved.
- *4. Approval of Subrecipient Grant Agreement with Northwest Family Services to Provide Rent Assistance Services. \$325,297 of COVID rental assistance funds from State and Federal grants. No County General Funds are involved.

B. Department of Transportation & Development

1. Approval of a Contract with Eagle Elsner, Inc. for the S Central Point Rd and New Era Rd Intersection Realignment; Construction Contract-Total Contract Value \$1,010,101.01- County Road Fund/ HB 2017 Safety. No general funds are involved.
2. Approval of a Contract with Murraysmith, Inc. for the Design Services for the 2022 Paving Packages; Design Contract- Total Contract Value \$570,778.00 - County Road Fund and Community Road Fund. No general funds are involved.

C. Finance Department

1. Approval of a Parking Sublicense Agreement with Weston Investment Co. LLC, dba, American Property Management for the Clackamas County Justice Court. This is a monthly payment of \$140 and will be paid through Justice Court Fees and Fines, no general funds are involved.

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

E. Technology Services

1. Approval to Purchase HPE Aruba network switches for access layer networks in County buildings. Total purchase price is \$231,209.97 allocated from the budget capital fund within Technology Services.

***F. Communications and Emergency Operations Center**

- *1. Emergency Triage, Treat and Transport (ET3) Model Medical Triage Line Funding Opportunity. May receive up to \$1.175 Million dollars over 2-year period. No match or match required from County General Fund.

III. PUBLIC COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

IV. COUNTY ADMINISTRATOR UPDATE

V. COMMISSIONERS COMMUNICATION

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

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

In the Matter of Declaring a Local
State of Emergency and Declaring
Emergency Measures to Address
Housing Crisis



First Addendum to Resolution
No. 2020-62

This matter having come before the Board of County Commissioners as Board Order No. 2017-120, on November 8, 2017, and then as Board Resolution No. 2019-80 on August 1, 2019, and most recently as Board Resolution 2020-62 on August 13, 2020, which extended the state of emergency to August 1, 2021.

By way of this First Addendum, the Board of County Commissioners finds that the conditions giving rise to the declaration of emergency are no longer in existence to warrant the continuation of the emergency declaration and the emergency measures set forth in the Board Order and Resolutions.

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

1. That Board Resolution No. 2020-62 and its associated emergency measures is hereby repealed in its entirety effective this date; and
2. That all prior measures contained in Board Order No. 2017-120 and Board Resolution No. 2019-80 are hereby repealed in the entirety.

DATED this 6th day of May 2021

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

May 3, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the State of Oregon,
Department of Consumer and Business Services, Oregon Insurance Division,
Senior Health Insurance Benefits Assistance (SHIBA) - Senior Medicare Patrol (SMP)

Purpose/Outcomes	To provide grant funds for the Senior Medicare Patrol (SMP) program to provide outreach, education and individual counseling regarding Medicare/Medicaid fraud, waste, and abuse to people in our community.
Dollar Amount and Fiscal Impact	Total revenue of \$10,000.
Funding Source	U.S. Administration for Community Living, State of Oregon, Department of Human Services, Aging and People with Disabilities, State Unit on Aging Grant provided through State of Oregon, Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance. There is no match requirement. County General Funds are not involved.
Duration	June 1, 2021 to May 31, 2022
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
County Counsel	Review and approved by Andrew Naylor on 4/5/21
Procurement Review	This is a revenue contract and not subject to Procurement review.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	10095

BACKGROUND:

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests approval of a Grant Agreement from the State of Oregon, Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA) to help carry out the Senior Medicare Patrol (SMP) program. The SMP program is intended to support the activities of the SSD Volunteer Connection's SHIBA program.

SHIBA is designed to educate senior and other Medicare recipients of their rights, resources and needs relating to Medicare and other health insurance. These services are invaluable to our seniors and disabled citizens and provide a much needed resource for our most vulnerable populations.

The SMP grant funds help the Volunteer Connection SHIBA program improve and expand State efforts to provide Medicare/Medicaid beneficiaries education of healthcare fraud, errors and abuse. Outreach efforts focus on high populations in rural, Hispanic and tribal communities.

Board of County Commissioners
SHIBA SMP, IGA

Page 2 of 2

The IGA is for one year, from June 1, 2021 to May 31, 2022, and is for a revenue total of \$10,000. County Counsel has reviewed and approved the IGA on 4/5/2021. There is no match requirement and no County General Funds are involved.

RECOMMENDATION:

Staff recommends approval of this amendment, and that H3S Director, or their designee be authorized to sign all documents on behalf of Clackamas County.

Respectfully submitted,

*Mary Deanebaugh
for Rodney A. Cook*

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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #:	10095	Division:	SS
Board Order #:		Contact:	Diridoni, Jessica
		Program Contact:	Babcock, Kristina
		<input type="checkbox"/> Subrecipient	
		<input type="checkbox"/> Revenue	
		<input type="checkbox"/> Amend #	\$
		<input type="checkbox"/> Procurement Verified	
		<input type="checkbox"/> Aggregate Total Verified	

Non BCC Item BCC Agenda **Date:** _____

CONTRACT WITH: State of Oregon-#45G000240

CONTRACT AMOUNT: \$10,000.00

TYPE OF CONTRACT

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input checked="" type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

DATE RANGE

<input checked="" type="checkbox"/> Full Fiscal Year _____ - _____	<input checked="" type="checkbox"/> 4 or 5 Year _____ - _____
<input checked="" type="checkbox"/> Upon Signature _____ - _____	<input checked="" type="checkbox"/> Biennium _____ - _____
<input checked="" type="checkbox"/> Other 06/01/2021 - 05/31/2022	<input checked="" type="checkbox"/> Retroactive Request? _____ - _____

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived
If no, explain why: _____

Business Automobile Liability: Yes No, not applicable No, waived
If no, explain why: _____

Professional Liability: Yes No, not applicable No, waived
If no, explain why: _____

Approved by Risk Mgr _____
Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Andrew Naylor Date Approved: Monday, April 5, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: Brenda Durbin Digitally signed by Brenda Durbin
Date: 2021.04.09 12:48:06 -0700

Date: 4/9/21

H3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____

AGREEMENTS/CONTRACTS

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

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Social Services

PURCHASING FOR: Contracted Services _____

OTHER PARTY TO

CONTRACT/AGREEMENT: State of Oregon-#45G000240 _____

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: _____

PURPOSE OF

CONTRACT/AGREEMENT: his grant increases beneficiary access to a volunteer counselor work force that is fully trained, ensures SMP volunteer counselors are equipped to respond to healthcare fraud inquiries, provides personalized counseling to an increasing number and diversity of beneficiaries needing locally-based counseling services, provides targeted community outreach to beneficiaries and increases healthcare fraud education and reporting. This Contract is 100% funded with Federal funds. Local Government is a SHIBA sponsor covering Clackamas County.

T

H3S CONTRACT NUMBER: 10095

INTERGOVERNMENTAL AGREEMENT

Agreement No. 45G000240

This Agreement is between the State of Oregon acting by and through its Department of Consumer and Business Services, Oregon Health Insurance Marketplace, Senior Health Insurance Benefit Assistance Program (“Agency”) and Clackamas County acting by and through its Health, Housing and Human Services Department, Social Services Division (“Local Government”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110.

SECTION 2: PURPOSE

Oregon Department of Human Services (DHS), Aging and People with Disabilities, Client Services Supports Unit is the State of Oregon’s recipient of the Senior Medicare Patrol (SMP) grant (CFDA 93.048) from the U.S. Administration for Community Living (ACL). Agency receives annual interagency sub-grant agreements from DHS to help carry out the SMP grant projects objectives. Agency is providing this sub-grant with the intention to improve and expand State efforts to provide Medicare (and Medicare-Medicaid dual-eligible) beneficiaries education on how to prevent, detect and report healthcare fraud, errors (waste) and abuse.

This federal grant from the ACL helps ensure states have a network of trained staff and volunteer counselors to accomplish this task. This grant increases beneficiary access to a volunteer counselor work force that is fully trained, ensures SMP volunteer counselors are equipped to respond to healthcare fraud inquiries, provides personalized counseling to an increasing number and diversity of beneficiaries needing locally-based counseling services, provides targeted community outreach to beneficiaries and increases healthcare fraud education and reporting. This Contract is 100% funded with Federal funds. Local Government is a SHIBA sponsor covering Clackamas County.

SECTION 3: EFFECTIVE DATE AND DURATION

The “Effective Date” of this Agreement is the later of (i) June 1, 2021, or (ii) the date this Agreement has been fully executed by each party and, approved as required by applicable law. Unless extended or terminated earlier in accordance with its terms, this Agreement terminates on May 31, 2022, with an option to renew up to a cumulative three (3) years.

The termination of this Agreement will not extinguish or prejudice Agency's right to enforce this Agreement with respect to any default by Local Government that has not been cured.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 Agency's Authorized Representative is:

Lisa Emerson, Medicare (SHIBA) Program Analyst
Department of Consumer and Business Services
Oregon Health Insurance Marketplace
350 Winter Street NE
PO Box 14480
Salem, OR 97309-0405
503-947-7087
lisa.emerson@oregon.gov

4.2 Local Government's Authorized Representative is:

Lois Orner, Human Services Manager
Clackamas County Social Services, Volunteer Connection
2051 Kaen Rd
PO Box 2950
Oregon City, OR 97045
503-655-8269
lorner@co.clackamas.or.us

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 Local Government shall perform the work set forth in Exhibit A, attached hereto and incorporated herein by this reference.

5.2 Agency shall pay Local Government as described in Section 6.

SECTION 6: COMPENSATION AND PAYMENT TERMS

Not to Exceed Compensation

The maximum, not-to-exceed compensation payable to Local Government under this Agreement, which includes any allowable expenses, is \$10,000.00. Agency will not pay Local Government any amount in excess of the not-to-exceed compensation of this Agreement, and will not pay for Services performed before the Effective Date or after the

expiration or termination of this Agreement. If the maximum compensation is increased by amendment of this Agreement, the amendment must be fully effective before Local Government performs Services subject to the amendment.

SECTION 7: REPRESENTATIONS AND WARRANTIES

Local Government represents and warrants to Agency that:

- 7.1 Local Government is a county 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 has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Local Government will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 7.5 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.

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

- 9.1** As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- 9.1.1** "**Local Government Intellectual Property**" means any intellectual property owned by Local Government and developed independently from the work under this Agreement.
- 9.1.2** "**Third Party Intellectual Property**" means any intellectual property owned by parties other than Local Government or Agency.
- 9.1.3** "**Work Product**" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Local Government is required to deliver to Agency under this Agreement, and all intellectual property rights therein.
- 9.2** All Work Product created by Local Government under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of Agency. Agency and Local Government agree that any Work Product that is an original work of authorship created by Local Government under this Agreement is a "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created by Local Government under this Agreement is not "work made for hire," Local Government hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all original Work Product created by Local Government under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, Local Government shall execute such further documents and instruments necessary to fully vest such rights in Agency. Local Government forever waives any and all rights relating to Work Product created by Local Government under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If the Work Product created by Local Government under this Agreement is a derivative work based on Local Government Intellectual Property, or is a compilation that includes Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing

elements of the Local Government Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

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

- 9.3** If Work Product is Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Local Government Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 9.4** If Work Product is Third Party Intellectual Property, Local Government shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 9.5** If state or federal law requires that Agency or Local Government grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Local Government shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

SECTION 10: CONTRIBUTION

- 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

In the event Local Government is in default under Section 11, and such default remains uncured 15 business days after written notice thereof to Local Government, 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.

- 13.1** The Agency and Local Government shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Agency and Local Government may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. In the event Agency is in default under Section 12, and such default remains uncured 15 business days after written notice thereof to Agency, 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

The Agency and Local Government shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Agency and Local Government may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. 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 AGREEMENT, 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 business 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 business 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

Local Government shall maintain insurance as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

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.

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. Unless exempt, Local Government shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Local Government, or to the Services or deliverables, or to any combination of the foregoing.

24.1 Audits:

Local Government shall comply and, if applicable, cause subcontractors to comply with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled “Audits of States, Local Governments and Non-Profit Organizations” as implemented by 45 CFR 92.26. The Agency reserves the right to audit, at the Agency’s expense, all records pertinent to this Agreement.

24.2 Federal Terms and Conditions:

Local Government shall comply and cause all subcontractors to comply with all federal laws, including, without limitation, those set forth in Exhibit C, which is attached and incorporated by this reference.

SECTION 25: INDEPENDENT LOCAL GOVERNMENTS

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: ADDITIONAL REQUIREMENTS

Local Government shall comply with the additional requirements set forth in Exhibit D, attached hereto and incorporated herein by this reference.

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 (the Statement of Work), Exhibit B (Insurance), Exhibit C (Federal Terms and Conditions), Exhibit D (Additional Requirements), Exhibit E (SMP Request for Reimbursement Form).

Signatures on next page

SECTION 36: SIGNATURES

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

AGENCY: Clackamas County acting by and through its Health, Housing and Human Services Department, Social Services Division

Clackamas County Board of County Commissioners (BCC)

Commissioner, Chair: Tootie Smith
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Signing on Behalf of the Board:

By: _____

Printed Name: Tootie Smith

Title: BCC Chair

Date: _____

FEIN: 93-6002286

COBID: N/A

AGENCY: State of Oregon, Department of Consumer and Business Services, Oregon Health Insurance Marketplace, Senior Health Insurance Benefit Assistance Program

Reviewed by: _____
Chiqui Flowers

Title: Administrator

Date: _____

Executed by: _____
Nancy A. Cody

Title: Designated Procurement Officer

Date: _____

Approved Pursuant to ORS 279A.140

DEPARTMENT OF ADMINISTRATIVE SERVICES:

Not Required per OAR 125-246-0365(4)

Approved Pursuant to ORS 291.047

DEPARTMENT OF JUSTICE:

Not Required per ORS 190.430

EXHIBIT A

STATEMENT OF WORK

SECTION 1: DEFINITION OF TERMS

- ACL - Administration for Community Living
- DHS- Oregon Department of Human Services
- CFDA - Catalog of Federal Domestic Assistance
- PM's – Performance Measures
- SHIBA - Senior Health Insurance Benefit Assistance Program
- SMP - Senior Medicare Patrol
- STARS – SHIP Tracking and Report System
- SIRS – SMP Information Reporting System

SECTION 2: SERVICES

(A) Local Government Responsibilities:

1. Healthcare Fraud:

Local Government shall:

- a) Provide one-on-one counseling and assistance to beneficiaries in need of healthcare fraud education including:
 - i. Providing information to help protect beneficiaries from healthcare fraud.
 - ii. Providing information on how to detect potential healthcare fraud.
 - iii. Providing assistance with reporting potential healthcare fraud.
 - iv. Providing assistance on resolving potential billing errors.
 - v. Conducting outreach events to provide healthcare fraud education to beneficiaries, including an emphasis on reaching rural, Hispanic, and tribal individuals.

2. Outreach:

Local Government shall:

- a) Increase targeted outreach in order to make beneficiaries aware of the available help.
- b) Provide one-on-one counseling to a greater number of beneficiaries needing locally-based counseling services.

- c) Distribute counseling resources and educational materials.
- d) If needed, create more counseling locations to reach beneficiaries.
- e) Assure full accessibility of SMP services to all beneficiaries. SMP services are to be provided without discrimination on the basis of race, color, national origin, disability, age, sex, or income. Reasonable efforts must also be made to accommodate eligible beneficiaries with existing barriers that limit their access to information, e.g. language, visual, hearing or speech impairments, physical accessibility, literacy, and location.
- f) Establish a sufficient number of staff (including volunteers) necessary to provide the services of healthcare fraud education and assistance.
- g) Assure that local SMP staff (including volunteers) has no conflict of interest in providing healthcare fraud education and assistance.
- h) Utilize state and federal training program materials as part of the training program to train staff (including volunteers).
- i) Ensure all staff (including volunteers) are trained on methods for data collection and reporting for federal grant requirements.
- j) Collect and disseminate timely and accurate healthcare fraud information to staff (including volunteers).
- k) Ensure that SMP services are publicized to beneficiaries throughout the program area. Maintain contact with the community, including distributing literature and speaking at public gatherings to promote SMP.
- l) Respond to requests for information and assistance in a timely fashion (the standard is within two (2) business days).
- m) Follow established referral process for handling complex inquiries.
- n) Make available to the Agency Contract Administrator office copies of all publications developed.
- o) Collaborate with the Agency Contract Administrator office to meet established performance measures. See Section 3(A)(4) for further details.
- p) Establish or ensure the capability to send and receive e-mail and to access and download Internet published information in the provision of SMP services.
- q) Ensure effectiveness and efficiency of service delivery by allowing the Agency Contract Administrator office to monitor and assess programmatic records, reports, and activities under this Agreement. The Local Government shall provide the Agency Contract Administrator access to all reports and records relating to this Agreement, subject to the maintenance of client confidentiality required by all governing entities.
- r) Notify the Agency Contract Administrator of any changes in key personnel, contact information, or other significant administrative changes immediately upon learning of the change. This includes, but is not limited to, notification of inactive or terminated volunteers.

- s) Provide Agency Contract Administrator information regarding upcoming events on a monthly basis and not later than the 10th day of the month prior to the event.
- t) Assume responsibility for the accuracy and completeness of the information contained in all documents and reports.
- u) Retain all records pertaining to this Agreement as described in 45 Code of Federal Regulation (CFR) Section 92.42. Copies of other facsimiles of program records, such as electronic media, are acceptable substitutions for original documents.
- v) Notify the SHIBA-SMP Coordinator when SMP promotional materials need to be restocked to schedule delivery.
- w) Ensure at least one counselor has completed the SMP Complex Interactions training.
- x) Ensure all counselors have completed the SMP Foundations training within one-year of becoming a SHIBA Counselor unless a special exception has been made by SHIBA-SMP Coordinator.

3. Tracking and Recording:
Local Government shall:

- a) Track SMP volunteer hours that are not tracked on the Outreach, Media, or Individual Interaction forms in the Activity form section of the volunteer profile in SIRS.
- b) Record SMP Simple Inquiries, One-on-One Counseling and Complex Issues by completing the STARS Beneficiary Contact Form, including the send to SMP field when applicable.
- c) Complete Complex Issue electronic forms in the SMP Information and Reporting System (SIRS) for each complex issue and notify the Agency Contract Administrator upon completion.
- d) Record SMP volunteer hours by completing STARS Beneficiary and Group Outreach contact electronic forms and marking the send to SMP field.
- e) Record SMP outreach events by completing the STARS Group outreach and Media electronic forms, including marking the send to SMP field.

Local Government shall report all items a) through e) listed above using the following SHIP Tracking and Reporting System (STARS) database according to the listed schedule.

- Access is given by a registration and approval system. Agency approves access requests. Contact Agency Contract Administrator with questions or concerns.
- Links:
 - <https://stars.acl.gov/>
 - <https://smpship.acl.gov/>

SMP Activity Type	On-Line System	Due dates for entry
Simple Inquiry	STARS BCF	Monthly
One-on-One Counseling	STARS BCF	Monthly
Volunteer Hours (SIRS Activity)	SIRS Activity	Monthly
Outreach Events	STARS Group and Media Outreach forms	Monthly
Outreach materials distributed (Public and Media form)	STARS Group and Media Outreach forms	Monthly
Complex Issue	STARS BCF and SIRS SMP Complex	Upon completion of form

4. Performance Measures (PM's):

Local Government shall:

- a) Introduce SMP to its current volunteers and strive to positively train 100% of its volunteers at the SMP simple inquiry level.
- b) Train at least two (2) of its volunteers at the SMP complex inquiry level.
- c) Offer one-on-one SMP counseling by trained SMP counselors alongside its current counseling activities.
- d) Hold at least four (4) SMP outreach events per county per year with at least two (2) of these events per county targeting rural, Hispanic, and tribal individuals.

- e) Regularly ensure, as identified in this Agreement, that all SMP activity (one-on-one counseling and outreach events) is accurately recorded and reported to the State SHIBA-SMP Coordinator using the procedures outlined in t-w above.
- f) Be able to show continuous progression in the reach of its SMP activities (through one-on-one counseling/assistance and group outreach events).

5. Reporting:

Local Government shall:

- a) Train staff and volunteers performing SMP activities to record SMP work through the STARS Beneficiary Contact form and STARS Group and Media Outreach forms, to properly record all SMP activities.
 - 1. Include quarterly progress reports (Sept. 15, Dec. 15, Mar. 15, Jun. 15) using Exhibit E – SMP Request for Reimbursement Form.
- b) Reports will include an update on successes and challenges in implementing the project.

SECTION 3: PAYMENT TERMS

(A) Compensation

- 1. Agency agrees to pay Local Government a not-to-exceed amount of \$10,000.00 for performance of the work set forth in Section 2 for the period of June 01, 2021 through May 31, 2022. Funding for future years is dependent on Agency receiving grant awards from the Administration for Community Living (ACL) and the Oregon Department of Human Services (DHS), Aging and People with Disabilities, Client Services Supports Unit

(B) Invoices

- 1. Local Government shall submit detailed invoices quarterly for Services provided. Invoices must be submitted using attached Exhibit E – SMP Request for Reimbursement Form.
- 2. Invoices must include the total amount invoiced to date by Local Government prior to the current invoice.
- 3. Invoice(s) shall be submitted to the Agency Authorized Representative by email.
- 4. Agency shall pay Local Government following Agency's acceptance, review and approval of the invoice(s) submitted.

EXHIBIT B
INSURANCE REQUIREMENTS

No insurance required

EXHIBIT C

FEDERAL TERMS AND CONDITIONS

General Applicability and Compliance. Unless exempt under 45 Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Agency shall comply and, as indicated, cause all Local Governments to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Agency, or to the grant activities, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. MISCELLANEOUS FEDERAL PROVISIONS.

Agency shall comply and require all Local Governments to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Agency expressly agrees to comply and require all Local Governments to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Agency Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402

2. EQUAL EMPLOYMENT OPPORTUNITY.

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

3. CLEAN AIR, CLEAN WATER, EPA REGULATIONS.

If this Agreement, including amendments, exceeds \$100,000 then Agency shall comply and require all Local Governments to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to Agency, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Agency

shall include and require all Local Governments to include in all Agreements with Local Governments receiving more than \$100,000, language requiring the Local Government to comply with the federal laws identified in this Section.

4. ENERGY EFFICIENCY.

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

5. TRUTH IN LOBBYING.

By signing this Agreement, the Agency certifies, to the best of the Agency's knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Agency, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Agency shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The Agency shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Local Governments and Local Governments shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to Agency under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f. No part of any federal funds paid to Agency under this Agreement shall be used to pay the salary or expenses of any grant or contract Agency, or agent acting for such Agency, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Agency under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. RESOURCE CONSERVATION AND RECOVERY.

Agency shall comply and require all Local Governments to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. AUDITS.

- i. Agency shall comply, and require all Local Governments to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- j. If Agency expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, Agency shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Agency expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Agency shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to Agency within 30 days of completion. If Agency expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, Agency is exempt from Federal audit

requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".

8. DEBARMENT AND SUSPENSION.

Agency shall not permit any person or entity to be a Local Government if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Local Governments declared ineligible under statutory authority other than Executive Order No. 12549. Local Governments with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. DRUG-FREE WORKPLACE.

Agency shall comply and cause all Local Governments to comply with the following provisions to maintain a drug-free workplace: (i) Agency certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Agency's workplace or while providing services to Agency Clients. Agency's notice shall specify the actions that will be taken by Agency against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Agency's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify AGENCY within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by 41 U.S.C. 8104; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Local Government to comply with subparagraphs (i) through (vii) above; (ix) Neither Agency, or any of Agency's employees, officers, agents or Local Governments may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Agency or Agency's employee, officer, agent or Local Government has used a controlled substance, prescription or non-prescription medication that impairs the Agency or Agency's employee, officer, agent or Local Government's performance of essential job function or creates a direct threat to Agency Clients or others. Examples of abnormal behavior include, but are not

limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of the Agreement.

10. PRO-CHILDREN ACT.

Agency shall comply and require all Local Governments to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).

11. MEDICAID SERVICES.

Agency shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. 1396 et. seq., including without limitation:

- k. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
- l. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
- m. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.
- n. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Agency shall acknowledge Agency's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- o. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Local Governments and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. 1396a(a)(68).

12. AGENCY-BASED VOTER REGISTRATION.

If applicable, Agency shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

13. DISCLOSURE.

- p. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any Local Government in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any Local Government in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity
- q. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law
- r. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.
- s. Local Government shall make the disclosures required by this Section to Agency. Agency reserves the right to take such action required by law, or where Agency has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

14. FEDERAL INTELLECTUAL PROPERTY RIGHTS NOTICE.

The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Agency agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:
- (1) The copyright in any work developed under a grant, subgrant or Agreement under a grant or subgrant; and

(2) Any rights of copyright to which a grantee, subgrantee or a Local Government purchases ownership with grant support.

- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

15. WHISTLEBLOWER PROTECTIONS.

This Agreement includes the requirements of the "Pilot Program for Enhancement of Local Government Employee Whistleblower Protections". See, 48 CFR 3.908 of the National Defense Authorization Act (NDAA). By reference, these requirements are a term and condition of the Agreement.

16. DOMA: IMPLEMENTATION OF UNITED STATES V. WINDSOR AND FEDERAL RECOGNITION OF SAME-SEX SPOUSES/MARRIAGES:

United States v. Windsor, 133 S.Ct. 2675 (June 26, 2013); section 3 of the Defense of Marriage Act, codified at 1 USC § 7. All grantees are expected to recognize any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply Federal statutory or regulatory references to such terms as "marriage," "spouse," "family," "household member" or similar references to familiar relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in HHS statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.

17. TRAFFICKING VICTIMS PROTECTION ACT.

Agency shall comply and require all Local Governments to comply with Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

18. THE DEPARTMENT OF DEFENSE AND LABOR, HEALTH AND HUMAN SERVICES, AND EDUCATION APPROPRIATIONS ACT, 2019 AND CONTINUING APPROPRIATIONS ACT, 2019.

Although consistent with the HHS GPS, any applicable statutory or regulatory requirements, including 45 CFR Part 75, directly apply to this Agreement apart from any coverage in the HHS GPS. Also, the general provisions from "The Department of Defense and Labor, Health and

Human Services, and Education Appropriations Act, 2019 and Continuing Appropriations Act, 2019,” Pub. L. No 115-245, signed into law on September 28, 2018.

19. FEDERAL FINANCIAL ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA).

The Federal Financial Accountability and Transparency Act (FFATA) requires data entry at the FFATA Subaward Reporting System located at <http://www.FSRS.gov> for all sub-awards and sub-contracts issued for \$25,000 or more as well as addressing executive compensation for both grantee and sub-award organizations.

20. SECURITY AND PRIVACY.

Should the collection of information require the use of an information technology system (2 CFR 200.58), the grant recipient and subrecipient(s) will be expected to adhere to the NIST Cybersecurity Framework to help ensure the security of any system used or developed by the grant recipient or subrecipient(s). In particular, if the data to be collected includes Personally Identifiable Information (PII, 2CFR 200.79) or Protected PII (2 CFR 200.82), the grant recipient and subrecipient(s) must apply the appropriate security controls required to protect the privacy and security of the collect PII and/or Protected PII.

EXHIBIT D

ADDITIONAL REQUIREMENTS

CONFIDENTIAL INFORMATION:

Local Government shall comply with ORS 646A and require subcontractors or subgrantees to comply with the information security requirements imposed under this section. "Information Asset" means all confidential information in any form (e.g., written, verbal, oral or electronic) which Agency determines requires security measures, including confidential information created by Agency, gathered by Agency or stored by Agency for external parties.

All requirements imposed on Local Government under this section also apply to its officers, employees, agents and subcontractors that have access to any SHIBA Information Asset, and Local Government shall include these requirements in any subcontract that may provide such access by a subcontract Government, its officers, employees or agents to any SHIBA computer system or other SHIBA Information Asset.

Local Government shall:

- a. Cooperate with Agency in identifying Information Assets that will be utilized in the performance of Services or for the delivery of Goods and applicable security measures that will be undertaken to protect the Information Assets, and provide updated information to Agency with fourteen (14) calendar days of the date such information changes for any reason.
- b. Implement security measures that reasonably and appropriately provide administrative, physical and technical safeguards that protect the confidentiality, integrity and availability of the Information Assets that it creates, receives, maintains or transmits on behalf of Agency. Local Government security measures must be documented in writing and be available for review by Agency request. Agency's review of the reasonableness of security measures, as well as Local Government's compliance with Agency's assigned access control or security requirements, will take into account Local Government's physical, administrative and technical capabilities related to security measures and the potential risk of unauthorized use or disclosure of Information Assets by Local Government, its officers, employees, agents or subcontract Governments.
- c. Prevent any unauthorized access to or disclosure of Agency's information systems and information assets. Take necessary actions to comply with Agency's determinations of the level of access that may be granted, as well as changes in levels of access, or suspension or termination of access as determined by Agency.
- d. Keep any Agency assigned access control requirements such as identification of authorized user(s) and access-control information in a secure location until access is terminated; monitor and securely maintain access by Local Government and its agents or subcontract Governments in accordance with security requirements or access controls assigned by Agency; and make available to Agency, upon request, all information about Local Government's use or application of Agency access-controlled computer systems or Information Assets.
- e. Report to Agency any privacy or security incidents by Local Government, its officers, employees or subcontract Governments that compromise, damage or cause a loss of protection

to Agency Information Assets. Local Government shall report in the following manner:

- 1) Report to Agency in writing within five (5) business days of the date on which Local Government becomes aware of such incident; and
- 2) Provide Agency the results of the incident assessment findings and resolution strategies. Local Government shall comply with Agency requests for corrective action concerning a privacy or security incident, and with laws requiring mitigation of harm caused by the unauthorized use or disclosure of confidential information, if any. If Agency determines that Local Government's security measures or actions required under this section are inadequate to address the security requirements of Agency, Agency will notify Local Government. Agency and Local Government may meet to discuss appropriate security measures or actions. If security measures or corrective actions acceptable to Agency cannot be agreed upon, Agency may take such actions as it determines appropriate under the circumstances. Actions may include, but are not limited to restricting access to computer systems or Information Assets, or Agency amending or terminating the Agreement.
- 3) Agency may request additional information from Local Government related to security measures, and may change, suspend or terminate access to or use of an Agency computer system or Information Assets by Local Government, its officers, employees, agents or subcontract Governments.
- 4) Wrongful use of Agency computer systems, wrongful use or disclosure of Information Assets by Local Government, its officers, employees, agents or subcontractors may cause the immediate suspension or revocation of any access granted through this Agreement, in the sole discretion of Agency. Agency may also pursue other legal remedies provided under the law.

Exhibit E SMP REQUEST FOR REIMBURSEMENT FORM

Quarterly Date Range: _____

Sponsor Name: _____
 Counties Served: _____
 Agreement Number: _____ (SMP grant contract no.)
 Amount Requested: \$ _____

Required Information

SHIBA Sponsor Payee Name: _____
 Street Address/PO Box _____
 City, ST, Zip: _____
 Federal Employer Identification Number: _____

1) Summary of Expenditures:

Provide a detail of expenditures for the reimbursement period.

Object Class Category	Federal Funds	Expense Justification Details
Personnel		
Fringe Benefits		
Travel		For mileage incl. (total travelers, total miles, rate per mile)
Equipment		
Supplies		
Contractual		
Construction		
Other		
Indirect		
TOTAL	\$ _____	

Submitter's Signature _____ **Date** _____

2) Highlights of your organization's accomplishments and lessons learned. (highlights should correlate with expenditure details above and also relate to the Sub-grant contract's Key Objectives and Statement of Work (attach separate page).

Please sign, scan and email your completed reimbursement request form to Lisa Emerson at lisa.emerson@oregon.gov and cc dawn.shaw@oregon.gov

Financial Assistance Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department:

H3S - Social Services

Application for: Subrecipient Assistance Direct Assistance

Grant Renewal? Yes No

If renewal, complete sections 1, 2, & 4 only

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity:

Senior Health Insurance Benefits Assistance (SHIBA) - Senior Medicare Patrol (SMP)

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form):

Kristina Babcock

Requestor Contact Information:

kbabcock@clackamas.us

Department Fiscal Representative:

Jennifer Snook

Program Name or Number (please specify):

242 4345 05189 331067

Brief Description of Project:

The State of Oregon agrees to pay Clackamas County not to exceed amount of \$10,000.00. Clackamas County will be part of Oregon's effort to strengthen its capability to provide all Medicare eligible individuals, family members, and caregivers information, counseling and assistance on health insurance matters. The Senior Medicare Patrol (SMP) program will help provide outreach, education, and individual counseling regarding Medicare/Medicaid fraud, waste, and abuse.

Name of Funding Agency:

Administration for Community Living (ACL)

Agency's Web Address for funding agency Guidelines and Contact Information:

<https://acl.gov/>

OR

Application Packet Attached: Yes No

Completed By:

Jessica Diridoni

04/07/2021

Date

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Application

Non-Competing Application

Other

CFDA(s), if applicable:

Funding Agency Award Notification Date:

Announcement Date:

Announcement/Opportunity #:

Grant Category/Title:

SHIBA - SMP

Max Award Value:

\$10,000

Allows Indirect/Rate:

Match Requirement:

Application Deadline:

Other Deadlines:

Return to State ASAP

Award Start Date:

06/01/2021

Other Deadline Description:

Award End Date:

05/31/2022

Completed By:

Kristina Babcock

Program Income Requirement:

None - medicare eligible individuals

Pre-Application Meeting Schedule:

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

2. What, if any, are the community partners who might be better suited to perform this work?

3. What are the objectives of this funding opportunity? How will we meet these objectives?

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

Collaboration

1. List County departments that will collaborate on this award, if any.

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

3. What are the fiscal reporting requirements for this funding?

Fiscal

1. Will we realize more benefit than this financial assistance will cost to administer?

2. Are other revenue sources required? Have they already been secured?

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

4. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

Program Approval:

Lois Orner

4/12/21

Lois Orner

Digitally signed by Lois Orner
Date: 2021.04.12 07:58:19 -07'00'

Name (Typed/Printed)

Date

Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY, COUNTY FINANCE OR ADMIN WILL SIGN.****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Brenda Durbin	4/9/21	Brenda Durbin <small>Digitally signed by Brenda Durbin Date: 2021.04.09 12:47:04 -07'00'</small>
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Mary Rumbaugh	4/12/2021	Mary Rumbaugh <small>Digitally signed by Mary Rumbaugh Date: 2021.04.12 16:25:06 -07'00'</small>
Name (Typed/Printed)	Date	Signature

FINANCE ADMINISTRATION		
Elizabeth Comfort	4.13.2021	Elizabeth Comfort <small>Digitally signed by Elizabeth Comfort Date: 2021.04.13 08:48:15 -07'00'</small>
Name (Typed/Printed)	Date	Signature

EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)		
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

**County Administration: re-route to department contact when fully approved.
Department: keep original with your grant file.**

May 6, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Community Development Division 2021 Action Plan

Purpose/Outcomes	Approval of the 2021 Action Plan and the 2021-2022 Funding Recommendations.
Dollar Amount and Fiscal Impact	Application for \$2,253,017 in Community Development Block Grant (CDBG) funds, \$1,006,963 in HOME funds, and \$192,629 in Emergency Solutions Grant (ESG) funds during the 2021 program year.
Funding Source	U.S. Department of Housing and Urban Development (HUD) grant funds. No County General Funds are involved.
Safety Impact	N/A
Duration	Effective July 1, 2021 and terminates on June 30, 2022
Previous Board Action	A Public Hearing with a review of the past performance of the Housing and Community Development program, proposed Action Plan, and public testimony on the County’s housing and community development needs was held on April 8, 2021.
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities 2. Build a strong infrastructure
Counsel Review	NA
Contact Person	Mark Sirois, Community Development Manager - (503) 655-8591
Contract No.	NA

BACKGROUND: The Action Plan implements the goals and objectives of the 5th year of the 2017-2021 Consolidated Plan and serves as the annual application for HUD funding. The Plan also includes a list of Funding Recommendations for projects selected for funding in the 2021 program year.

The 2021 projects were selected from applications submitted during a competitive Request for Proposals process in November and December of 2019. Applications were reviewed by Community Development staff and Funding Recommendations were reviewed and approved by the Community Development Policy Advisory Board. The Public Hearing included a list of funding recommendations for the 2020 and the 2021 program years.

RECOMMENDATION:

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

- 1) Approve the 2021 Action Plan;

- 2) Authorize the Interim Director of the Department of Health, Housing and Human Services to sign on behalf of Clackamas County all documents necessary for submitting applications, receiving funds, and amending applications for programs and projects included in the Action Plan.

Respectfully submitted,

Rodney A. Cook, Interim Director

Attachments:

- Community Development 2021 Action Plan
- 2020-2021 Funding Recommendations

CLACKAMAS COUNTY

COMMUNITY DEVELOPMENT

2021 ACTION PLAN



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

MAY 2021

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair: Tootie Smith

Commissioner: Sonya Fischer

Commissioner: Paul Savas

Commissioner: Martha Schrader

Commissioner: Mark Shull

County Administrator
Gary Schmidt

POLICY ADVISORY BOARD

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

DEPARTMENT OF HEALTH, HOUSING AND HUMAN SERVICES

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

Community Development Division
Pamela Anderson, Manager
Mark Sirois, Manager

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ATTACHMENT A.....Public Comments

ATTACHMENT B

ATTACHMENT C.....Certifications and SF 424 Grant Applications

Executive Summary

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

1. Introduction

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

This past year has been the COVID pandemic year which required that most county employees tele-work from their homes with added natural disasters of a forest wildfire and a winter ice storm as emergencies in competition with COVID.

All COVID grants and funding, activities and contracts have been in coordination with the County's Emergency Operations Center and a Vulnerable Populations working group.

2. Summarize the objectives and outcomes identified in the Plan

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

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

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

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

3. Evaluation of past performance

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

The Clackamas County Community Development Division has been a major partner and funder of many affordable housing projects, most of the senior centers and many neighborhood improvement projects throughout the county over the last 20 years. The impact of projects and services supported with grant funds is often limited by the federal grant regulations and the actual annual funding levels although communities and non-profit partners do bring private resources to leverage the federal funds.

Clackamas County Community Development Division continues to expend federal funds efficiently and effectively within the bounds of federal regulations. Slow moving projects are cancelled allowing funds to be reallocated to projects that are on track to be completed as scheduled.

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

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

1. Develop new housing units with long-term affordability for a broad range of low-income households with an emphasis on dispersal of affordable housing.
2. Increase accessibility to affordable housing for persons with disabilities and single parent familial status households. (households with children under 18 yrs.).
3. Improve access to housing and services for all protected classes.
4. Enforce Fair Housing laws and Increase public understanding of Fair Housing laws.
5. Coordinate Fair Housing Advocacy and Enforcement Efforts among regional partners
6. Ensure that all housing in Clackamas County is healthy and habitable.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

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

The community participation process for selecting Clackamas County's fair housing goals included 10 public meetings, three separate surveys during April, May and June of 2016 and consultations with 23 community agencies. A total of 310 people responded to a community survey, a public housing resident

survey and a Spanish language survey. Some surveys were mailed to groups and all surveys were available on paper and online.

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

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

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

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

5. Summary of public comments

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

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

Comments were in favor of the Community Development Program, proposed projects and requested additional funding for food boxes, food pantries and food distribution to vulnerable populations throughout the county.

The draft 2021 Action Plan was posted for review and comment from March 25, 2021 to April 26, 2021. Comments submitted by email supported the Community Development Program generally, and requested more food pantry services and more homeless services.

The final plan will be approved by the board on May 6, 2021.

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

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

7. Summary

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

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

All comments were in support of homeless services, affordable housing projects and first time home owner programs.

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

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

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

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

Agency Role	Name	Department/Agency
Lead Agency	CLACKAMAS COUNTY	
CDBG Administrator	CLACKAMAS COUNTY	Community Development Division
HOPWA Administrator		
HOME Administrator	CLACKAMAS COUNTY	Community Development Division
ESG Administrator	CLACKAMAS COUNTY	Community Development Division
HOPWA-C Administrator	CLACKAMAS COUNTY	Community Development Division

Table 1 – Responsible Agencies

Narrative (optional)

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

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

Consolidated Plan Public Contact Information

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

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

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

Staff Contacts:

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

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

Steve Kelly, Project Coordinator: stevekel@clackamas.us

Amy Council, Project Coordinator: acouncil@clackamas.us

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

1. Introduction

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Table 2 – Agencies, groups, organizations who participated

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

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

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

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

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

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

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

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

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

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

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

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

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

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

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

AP-12 Participation – 91.105, 91.200(c)

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

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

Citizen Participation Outreach

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

Table 4 – Citizen Participation Outreach

Expected Resources

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

Introduction

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

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

HOME Project-Related Soft Costs

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

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

prepared

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

Anticipated Resources

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

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	1,006,963	50,000	0	1,056,963	0	The FY 2021 program year is the last of the 5-year Consolidated Plan. There are no funds remaining for this Consolidated Plan
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	192,629	0	0	192,629	0	The FY 2021 program year is the last of the 5-year Consolidated Plan. There are no funds remaining for this Consolidated Plan

Table 5 - Expected Resources – Priority Table

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

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

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

HOME Program Income

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

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

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

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

No publically owned land is available for this purpose.

Discussion

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

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

HOME Program Income

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

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

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

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

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

Table 6 – Goals Summary

Goal Descriptions

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

2	Goal Name	Housing Rehabilitation
	Goal Description	Housing Rehabilitation for home owners and renters will be provided by the Housing Rehabilitation program and in partnership with non-profit housing developers.
3	Goal Name	Public Services
	Goal Description	Public Services will be provided in partnership with social services agencies, mental health organizations, employment training agencies and non-profit organizations.
4	Goal Name	Homeless Assistance
	Goal Description	Homeless assistance is provided through Emergency Solutions Grants and Continuum of Care funding and services. The estimated goals are based on the assumption that annual funding will remain at current year levels.
5	Goal Name	Public Facilities Improvements
	Goal Description	Public Facilities will be built or improved in partnership with non-profit agencies and cities.
6	Goal Name	Community Infrastructure Improvements
	Goal Description	Community Infrastructure needs will be resolved in partnership with communities.
7	Goal Name	AFH Goal: Develop new housing units
	Goal Description	AFH Goal 1. Develop new housing units with long-term affordability for a broad range of low-income households with an emphasis on dispersal of affordable housing. Metrics, milestones and timeframes: Construct 500 new units of affordable (rent restricted units) housing over the next 5 years in areas of high opportunity.

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

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

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

Projects

AP-35 Projects – 91.220(d)

Introduction

Projects

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

Table 7 - Project Information

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

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

AP-38 Project Summary
Project Summary Information

1	Project Name	CDBG Grant Administration 2021
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$445,000
	Description	CDBG grant administration, planning, monitoring and reporting.
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Grant Administration
	Location Description	Grant Administration
	Planned Activities	CDBG grant administration, planning, monitoring and reporting.
2	Project Name	HOME Grant Administration
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	HOME: \$100,695
	Description	Grant administration, contracts, annual project monitoring and reporting to HUD.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	not applicable
	Location Description	not applicable
	Planned Activities	HOME Grant administration, contracts, annual project monitoring and reporting to HUD.
3	Project Name	ESG21 Grant
	Target Area	Countywide
	Goals Supported	Homeless Assistance
	Needs Addressed	

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

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

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

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

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

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

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

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

AP-50 Geographic Distribution – 91.220(f)

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

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

The 2020 median annual income for the Portland-Metro MSA, which includes Clackamas County, is \$92,100 for a household of 4 people. Low income (50% of AMI) persons and households have an income of less than \$46,050 per year or \$3,837 per month for a family of 4. For a single person the median income per year is \$64,500. A low income (50% of AMI) adult person would have an income of less than \$32,250 per year or less than \$2,687 per month.

In 2015, nine and a half percent (9.5%) of Clackamas County residents are living below the official poverty level in Clackamas County based on the 2005-2009 American Community Survey results. Female householders with children had the highest rates of poverty, and nearly half of female householders with children under the age of five were found to be living below poverty.

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

Geographic Distribution

Target Area	Percentage of Funds
Countywide	90

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

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

Discussion

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

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

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

Concentrations of Both high Low to Moderate Income and high Minority

2010 Census Bureau: 22 block groups are approximately 10% of the total number of block groups in Clackamas County. These nine (9) block groups rank in the top 22 for both minority and LMI, and represent the block groups with the highest concentrations of poverty and minorities.

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

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Clackamas County Community Development has 2 goals and 2 grants that support affordable housing. The Housing Rehabilitation Goal will be funded with CDBG funds to assist at least 30-40 households per year. HOME funds will assist 30 households per year through building new units, preserving existing units, providing Tenant Base Rental Assistance and homebuyer financial assistance.

Specific Projects in 2021:

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

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

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

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

One Year Goals for the Number of Households Supported Through	
Rental Assistance	11
The Production of New Units	10
Rehab of Existing Units	30
Acquisition of Existing Units	0
Total	51

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

Discussion

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

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

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

AP-60 Public Housing – 91.220(h)

Introduction

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

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

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

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

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

newsletter.

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

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

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

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

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

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

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

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

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

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

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

Discussion

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

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

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

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

Introduction

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Addressing the emergency shelter and transitional housing needs of homeless persons

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Discussion

Our Jurisdiction receives no HOPWA funding.

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

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

Introduction:

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

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

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

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

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

unsuitable or unsafe housing.

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

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

Discussion:

No additional information.

AP-85 Other Actions – 91.220(k)

Introduction:

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

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

Actions planned to address obstacles to meeting underserved needs

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

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

developments specifically to assist the targeted special need populations.

Actions planned to foster and maintain affordable housing

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

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

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

Actions planned to reduce lead-based paint hazards

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

Actions planned to reduce the number of poverty-level families

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

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

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

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

Actions planned to develop institutional structure

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

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

coordinated system.

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

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

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

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

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

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

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

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

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

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

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

service agencies

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

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

Discussion:

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

management and encourage public housing residents to attain home ownership.

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

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

Program Specific Requirements

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

Introduction:

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

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

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

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

Other CDBG Requirements

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

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

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

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

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

HOME Project-Related Soft Costs

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

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

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

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

homebuyers with downpayment and reasonable closing costs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Describe performance standards for evaluating ESG.

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

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

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

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

establish performance measures.

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

ATTACHMENT A – PUBLIC COMMENTS

ATTACHMENT C – CERIFICATIONS AND SF 424S GRANT APPLICATIONS

NOTICE OF PUBLIC MEETING

The Clackamas County Community Development Division will hold a

PUBLIC MEETING

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

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

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

Click on this link to register in advance for this meeting:
https://clackamascounty.zoom.us/meeting/register/tZltceqrrDIjGdO-IN2N_eL8RIwPqgbg_Izv

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

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

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

Reasonable accommodation will be provided for any individual with a disability

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

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

Salvation Army CDBG Action Plan

The Salvation Army, an international movement, is an evangelical part of the universal Christian church. Its message is based on the Bible. Its ministry is motivated by the love of God. Its mission is to preach the Gospel of Jesus Christ and to meet human needs in His name without discrimination. -The Salvation Army's Mission Statement

The Salvation Army annually helps nearly 23 million Americans overcome poverty, addiction and economic hardships through a range of social services. By providing food for the hungry, emergency relief for disaster survivors, rehabilitation for those suffering from drug and alcohol abuse, and clothing and shelter for people in need, The Salvation Army is *Doing the Most Good* at 7,600 centers of operation around the country. In the first-ever listing of "America's Favorite Charities" by The Chronicle of Philanthropy, The Salvation Army ranked as the country's largest privately funded, direct-service nonprofit.

The Salvation Army Portland Tabernacle is an active member of the community, working to meet the needs of the most vulnerable since 1886 when services began in the streets of Downtown Portland. Current programming ranges from children's character building and senior programs, to Christmas toy distributions and social services.

Since the beginning of this year The Portland Tabernacle distributed 848 food boxes (\$38,559) in Clackamas through partnerships with local agencies including Bridging Cultures in Canby, Estacada Watch and Molalla. Additionally, over the last five months, through our relationship with the Oregon Food Bank, The Salvation Army Portland Tabernacle distributed 424 food boxes (\$19,279) and fresh produce (\$1,084) through our Free Food Market program in Happy Valley. The numbers reflect Portland Tabernacle's new service focus area in Clackamas County. The numbers do not include recent disaster relief efforts including three months focused on emergency COVID-19 food boxes, (serving an additional 20,000 people across Portland metro), nor the food and donation management at the Clackamas Town Center's RV evacuation site during the recent wildfires.

To better serve the increasing numbers of food insecure families in our community, we will, (with support from CDBG funding), increase the frequency of the Free Food Market from one day a month to one day a week. The cost to provide the necessary fresh produce over a period of 12 months is estimated at \$7,806. This amount provides for an additional 36 Free Food Market events a year.

Access to CDBG funds supports our goal of meeting human needs without discrimination, expanding our ability to "do the most good" for those in the most need in Clackamas.

Thank you for your consideration.

Captain Michael O'Brien
The Salvation Army Portland Tabernacle

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

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

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

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

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

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

**Clackamas County Community Development
Public Meeting Summary**

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

In Attendance:

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

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

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

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

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

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

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

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

Public Comments:

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

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

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

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

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

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

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

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



March 31, 2021

Mark Sirois, MPA
Clackamas County HHHS Department Manager
Community Development Division
2051 Kaen Rd
Oregon City, OR 97045

Re: Community Development Block Grant Program

Dear Mr. Sirois:

The City of Estacada would like to express our appreciation for the Community Development Block Grant (CDBG) program which has been critical for making infrastructure improvements in the City of Estacada. We are grateful that this program has been available to our community and always look forward to working with you and your staff.

The City has made improvements to several streets, installed ADA-accessible sidewalks, made stormwater improvements, and upgraded water services in areas of our community that were in great need. Without the CDBG program funding up to 80% of the cost of the projects, the City would not have been able to make those needed improvements in a timely manner. The program has also supported our local Community/Senior Center in making needed improvements to their building.

We are grateful that Clackamas County manages the CDBG program because with the complexities of the program, the City's limited staff would not likely be able to manage a program of our own. You and your staff have always been professional and great to work with, and we appreciate the hard work and commitment to our small, rural town. Without the support of Clackamas County's staff, CDBG funds would likely be out of reach for our community.

Sincerely,

Denise Carey,
City Manager



Public Works Department

117 N Molalla Avenue

PO Box 248

Molalla, Oregon 97038

Phone: (503) 829-6855

Fax: (503) 829-3676

March 23, 2021

Mark Sirois, MPA

Clackamas County HHHS Department Manager, Community Development Division

2051 Kean Road #245

Oregon City, OR 97045

RE: Clackamas County Community Development Division

Dear Mr. Sirois,

I am writing this letter on behalf of the City of Molalla to acknowledge your departments support on our recent Community Development Block Grant project. Steve Kelly, Project Coordinator professional and positive support was instrumental in the success of the Fenton Avenue Reconstruction project that converted and narrow roadway with no sidewalks or street lighting to one with drainage, ADA accessible sidewalks and ramps, streetlighting, and upgraded water and sewer systems. This project also served a low-income housing facility run by Molalla Garden LP. Attached are two aerial images for before and after the project.

When I arrived in Molalla approximately 4.5 year ago, the project planning phase was already underway, and Steve helped me quickly get up to speed on project needs, timelines, and budget requirements. His help allowed the City to adequately fund not only the CDBG portion of the project but also needed underground work on Fenton Avenue.

The Community Development Division has been invaluable in assisting the City of Molalla navigate the CDBG program process and we look forward to working with your staff again in the future. Thank you.

Respectfully,

Gerald Fisher, PE, Public Works Director

Cc: Dan Huff, City Manager
Steve Kelly, Project Coordinator

Molalla - Fenton Avenue

Pre-CDBG project

Google Earth

Fenton St

Indian Oak Ct

E Heintz St

Finneys Ave

300 ft



Patrol St



Molalla - Fenton Avenue

Post-CDBG project



Google Earth

© 2021 Google



300 ft

March 17, 2021

Mr. Mark Sirois
Manager
Community Development Division
Clackamas County Health, Housing and Human Services Department
2051 Kaen Road #245
Oregon City, OR 97045

Dear Mark:

I am writing to thank you and Steve Kelly for the support we received from the Community Development Division through the Community Development Block Grant (CDBG) program for our recent ADA ramp improvement project.

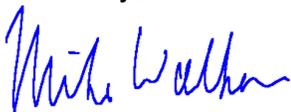
We were able to replace 31 non-compliant ADA ramps constructed in the 1970s and 80s with approximately \$168,000 in CDBG funding and a City in-kind match. In the upcoming funding cycle we have a project to install ADA-compliant automated doors at three entrances to City Hall. We hope to complete more ADA improvements in Sandy using CDBG funds in future funding cycles.

In previous years we have been able to install curbs, sidewalks and paving on unimproved streets, provide sanitary sewer service in an area with failing on-site sewage disposal systems and expand the Sandy Community Center all with CDBG funding.

These funds are very important to small communities with limited budgets and CD staff shoulders all of the burden of complying with Federal CDBG program requirements.

Please email me at mwalker@ci.sandy.or.us or call 503-489-2162 if you have any questions or need more information.

Sincerely,



Mike Walker
Public Works Director

cc: file

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
---	---	--

* 3. Date Received: <input type="text"/>	4. Applicant Identifier: CLACKAMAS COUNTY 2021 CDBG
--	---

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: B-21-UC-41-0001
---	---

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
--	--

8. APPLICANT INFORMATION:

* a. Legal Name: CLACKAMAS COUNTY, OREGON	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 93-6002286	* c. Organizational DUNS: 0969926560000

d. Address:

* Street1: 2051 KAEN ROAD #245
Street2: <input type="text"/>
* City: OREGON CITY
County/Parish: <input type="text"/>
* State: OR: Oregon
Province: <input type="text"/>
* Country: USA: UNITED STATES
* Zip / Postal Code: 97045-4035

e. Organizational Unit:

Department Name: HEALTH, HOUSING & HUMAN SERVICES	Division Name: COMMUNITY DEVELOPMENT DIVISION
--	--

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.	* First Name: MARK
Middle Name: <input type="text"/>	
* Last Name: SIROIS	
Suffix: <input type="text"/>	
Title: MANAGER	

Organizational Affiliation: COMMUNITY DEVELOPMENT DIVISION

* Telephone Number: 503-650-5664	Fax Number: 503-655-8563
---	---------------------------------

* Email: MARKSIR@CLACKAMAS.US

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

11. Catalog of Federal Domestic Assistance Number:

14-218

CFDA Title:

CDBG - COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

ANNUAL APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="2,253,017.00"/>
* b. Applicant	<input type="text" value=""/>
* c. State	<input type="text" value=""/>
* d. Local	<input type="text" value=""/>
* e. Other	<input type="text" value=""/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="2,253,017.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes
- No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:
* Date Signed:

Application for Federal Assistance SF-424

* 1. Type of Submission:

- Preapplication
 Application
 Changed/Corrected Application

* 2. Type of Application:

- New
 Continuation
 Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

CLACKAMAS COUNTY 2021 HOME

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

M21-UC-41-0201

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

CLACKAMAS COUNTY, OREGON

* b. Employer/Taxpayer Identification Number (EIN/TIN):

93-6002286

* c. Organizational DUNS:

0969926560000

d. Address:

* Street1:

2051 KAEN ROAD #245

Street2:

* City:

OREGON CITY

County/Parish:

* State:

OR: Oregon

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

97045-4035

e. Organizational Unit:

Department Name:

HEALTH, HOUSING & HUMAN SERVICES

Division Name:

COMMUNITY DEVELOPMENT DIVISION

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

* First Name:

MARK

Middle Name:

* Last Name:

SIROIS

Suffix:

Title:

MANAGER

Organizational Affiliation:

COMMUNITY DEVELOPMENT DIVISION

* Telephone Number:

503-650-5664

Fax Number:

503-655-8563

* Email:

MARKSIR@CLACKAMAS.US

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

11. Catalog of Federal Domestic Assistance Number:

14-238

CFDA Title:

HOME - HOME INVESTMENT PARTNERSHIP PROGRAM

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

ANNUAL APPLICATION FOR HOME INVESTMENT PARTNERSHIP PROGRAM

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="1,006,963.00"/>
* b. Applicant	<input type="text" value=""/>
* c. State	<input type="text" value=""/>
* d. Local	<input type="text" value=""/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="1,006,963.00"/>

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- No

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** I AGREE

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Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text"/>	4. Applicant Identifier: CLACKAMAS COUNTY 2021 HESG	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: E21-UC-41-0003	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: CLACKAMAS COUNTY, OREGON		
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County/Parish:	<input type="text"/>	
* State:	OR: Oregon	
Province:	<input type="text"/>	
* Country:	USA: UNITED STATES	
* Zip / Postal Code: 97045-4035	<input type="text"/>	
e. Organizational Unit:		
Department Name: HEALTH, HOUSING & HUMAN SERVIC	Division Name: COMMUNITY DEVELOPMENT DIVISION	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mr.	* First Name: MARK	
Middle Name:	<input type="text"/>	
* Last Name: SIROIS	<input type="text"/>	
Suffix:	<input type="text"/>	
Title: MANAGER	<input type="text"/>	
Organizational Affiliation: COMMUNITY DEVELOPMENT DIVISION		
* Telephone Number: 503-650-5664	Fax Number: 503-655-8563	
* Email: MARKSIR@CLACKAMAS.US		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

11. Catalog of Federal Domestic Assistance Number:

14-239

CFDA Title:

EMERGENCY SOLUTIONS GRANT PROGRAM - HESG

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

ANNUAL APPLICATION FOR EMERGENCY SOLUTIONS GRANT PROGRAM - HESG 2021

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="192,629.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="192,629.00"/>

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- a. This application was made available to the State under the Executive Order 12372 Process for review on
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- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

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Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

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

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE DIRECTOR
APPLICANT ORGANIZATION CLACKAMAS COUNTY DEPARTMENT OF HEALTH, HOUSING AND HUMAN SRV	DATE SUBMITTED 

**Appendix B -2021
CERTIFICATIONS**

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

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

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

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

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

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

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

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

Date

Specific CDBG Certifications

Clackamas County, the Entitlement Community certifies that:

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

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

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

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

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

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

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

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

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

Excessive Force -- It has adopted and is enforcing:

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

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

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

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

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

Date

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

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

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

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

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

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

Date

ESG Certifications

The Emergency Solutions Grants Program Recipient certifies that:

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

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

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

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

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

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

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

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

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

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

Date

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING:

A. Lobbying Certification

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

Funding Recommendations

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

Community Development Block Grant City Projects

2020

2021

Canby

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

Estacada

- | | |
|--|------------------|
| <p>2. Estacada Economic Development CLT Gap Financing
Funding for the City of Estacada to assist Sauter in the creation of four jobs benefiting the Estacada community. The specialized wood processing plant will be a state of the art facility can compete globally and locally.</p> | <p>\$120,000</p> |
| <p>3. ADA Main Street and NE 6th Street Crossing
Improvement at the intersection of Main & NE 6th Ave to reduce the crossing distance for pedestrians and improve visibility of pedestrians for drivers. Adding an ADA accessible crosswalk across NE 6th.</p> | <p>\$110,000</p> |

Sandy

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

Gladstone

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

West Linn

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

**Community Development Block Grant
Countywide**

2020

2021

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

monitoring and reporting to HUD.

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

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

Emergency Solutions Grant

Unincorporated/Countywide Projects

2020

2021

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

ADMINISTRATION and PLANNING

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

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

Next page – Continuum of Care

Continuum of Care**Unincorporated/Countywide Projects****2020****2021****32. Continuum of Care (CoC) Planning****\$70,591****\$70,591**

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

33. CoC HMIS**\$70,862****\$70,862**

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

34. Youth Homelessness Demonstration Project Planning**\$53,298**

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

CoC Grant Sub-Total**\$ 194,751****\$ 141,453****All Grants (CDBG, HOME, ESG and CoC) Grand Total****\$5,285,854****\$3,594,062**

May 6, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Subrecipient Grant Agreement with
Clackamas Women’s Services to Provide Rent Assistance Services

Purpose/Outcome	Approval of subrecipient agreement with Clackamas Women’s Services, to provide rent assistance to households impacted by the COVID-19 crises.
Dollar Amount and Fiscal Impact	\$1,204,804 of COVID rental assistance funds from State and Federal grants
Funding Source	State Supporting Tenants Access Rent Relief (STARR) Funds through the Master Grant Agreement 19-21, #5084 (H3S#9302), Amendment #9 with Oregon Housing and Community Services, Federal Emergency Rental Assistance (F-ERA) funding through US Dept. of Treasury, and Community Development Block Grant (CDBG) through U.S. Department of Housing and Urban Development. No County General Funds are involved.
Duration	Upon signature to December 31, 2021 with additional eligible expenditure periods specific to each funding source.
Previous Board Action/Review	None.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division’s strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities.
Counsel Review	The agreement was approved by Counsel on April 12, 2021 AN
Procurement Review	Was the item processed through Procurement? N/A- This is a subrecipient agreement, not subject to Procurement review.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	Subrecipient Grant Agreement #21-023, H3S#10100

BACKGROUND:

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests the approval of subrecipient grant agreement to Clackamas Women's Services. to provide rent assistance to households impacted by the COVID-19 crises.

Clackamas Women's Services provides services and receives referrals for survivors of domestic violence in Clackamas County. Under this agreement, Clackamas Women's Services will receive referrals from Clackamas County's Coordinated Housing Access program to determine eligibility and provide rental assistance payments on behalf of eligible households impacted by the COVID-19 pandemic crises. Clackamas Women's Services has already successfully delivered \$150,000 in rental assistance funding to households in Clackamas County.

Funding for the Agreement is from HB 4401 & SB 5731 through Oregon Housing and Community Services' Master Grant Agreement 19-21, #5084 (H3S#9302), Amendment #9, and from the Federal Consolidated Appropriations Act through Federal Emergency Rental Assistance funding from US Dept. of Treasury, and Community Development Block Grant (CDBG) through U.S. Department of Housing and Urban Development. No County General Funds are involved.

On March 9, 2021, the Board of County Commissioners approved a plan for these funds, which included extending existing contracts with three non-profit organizations, including Clackamas Women's Services.

The Agreement was approved by Emergency Operations Command, Finance Grants, and County Counsel.

RECOMMENDATION:

Staff recommends the approval of the Agreement, and that Tootie Smith, Board Chair, or her designee, be authorized to sign on behalf of the Clackamas County Board of Commissioners.

Respectfully submitted,



For Rodney A Cook

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

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 21-023**

Project Name: ***Rent Assistance – Federal Emergency Rental Assistance & Supporting Tenants Accessing Rental Assistance Funding (STARR)***

Project Number: H3S# 10100

This Agreement is between **Clackamas County** (“COUNTY”), a political subdivision of the State of Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division, and **Clackamas Women’s Services** (“SUBRECIPIENT”), An Oregon Nonprofit Corporation.

Clackamas County Data

Grant Accountant: ***Sue Aronson***

Program Manager: ***Teresa Christopherson***

Clackamas County – Finance
2051 Kaen Road
Oregon City, OR 97045
503-742-5421
suearo@clackamas.us

Clackamas County – Social Services Division
2051 Kaen Road
Oregon City, OR 97045
503-650-5718
teresachr@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: ***Melissa Erlbaum***

Program Representative: ***Amv Doud***

Clackamas Women's Services
256 Warner Milne Rd.
Oregon City, OR 97045
503-655-8600
melissae@cwsor.ora

Clackamas Women's Services
256 Warner Milne Rd
Oregon City, OR 97045
503-655-8600

DUNS: 959059759

RECITALS

1. SUBRECIPIENT provides housing assistance, money management, and trauma-informed social service support to households impacted by domestic violence.
2. COUNTY desires to have its residents benefit from rent assistance for households impacted by the COVID-19 pandemic with funding provided under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) and by the State of Oregon, Housing & Community Services Department. This agreement also provides the basis for a cooperative working relationship to deliver rental assistance through the Federal Community Development Block Grant program (“CDBG”) contained in U.S. Department of Housing and Urban Development (“HUD”), and regulations adopted under this Act at Subchapter C, 24 CFR Part 570, dated

1974, as amended, and Public Law 93-383 as amended. COUNTY has received CDBG funds from HUD under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 ("ACT").

3. Project description: Provide rental assistance during the coronavirus pandemic.
4. This Grant Agreement of Federal and State financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement (this "Agreement") COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed. Eligible expenses for this Agreement may be charged during the period beginning **January 1, 2021** and expiring **December 31, 2021**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement. Funds issued under this Agreement may be used for expenses approved in writing by COUNTY relating to the project incurred, per specific eligible expenditure period as outlined in Exhibit B.
2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement and according to SUBRECIPIENT scope of work in Exhibit A.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations, including the CARES Act and P.L. 116-136. Furthermore, SUBRECIPIENT shall comply with the requirements of Oregon Housing & Community Services ("OHCS") award number 5084 and all accompanying amendments that are the source of the grant funding, which is incorporated herein by reference. SUBRECIPIENT shall further comply with any requirements, terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** The maximum, not to exceed, grant amount COUNTY will pay is **\$1,204,804**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Payment Request and Exhibit E: Monthly/ Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment or repayment of any funds advanced, together with any other remedy available to COUNTY under this Agreement, at law, or in equity. COUNTY's funding for this Agreement is as follows:

- **\$926,796:** Consolidated Appropriations Act (CFDA #: 21.023) issued to COUNTY by the U.S. Department of the Treasury.
 - **\$176,846:** State Supporting Tenants Accessing Rental Assistance (“STARR”) funding from the State of Oregon Housing and Community Services Department through COUNTY’s Master Grant Agreement #5084.
 - **\$101,162:** Community Development Block Grant (“CDBG COVID”) (CFDA #: 14.218; FAIN: B20-UW-410001) issued to COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development.
5. **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. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
- a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that one or more anticipated funding sources, including but not limited to OHCS or the federal government, has determined funds are no longer available for this purpose.
 - d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

Upon completion of improvements or upon termination of this Agreement, unexpended balances of any funds shall remain with COUNTY.

7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
- a. Has already accrued hereunder;
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement.

8. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other

expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 8.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
 - c) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - d) **Cost Principles.** Funds may be used only in accordance with and for the purposes outlined in Exhibits A –N, as amended and updated by the US Treasury, State of Oregon OHCS, and US Department of Housing and Urban Development.
 - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - f) **Match.** Matching funds are not required for this Agreement.
 - g) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
 - h) **Indirect Cost Recovery.** Indirect cost recovery is not included with this award.
 - i) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.

- j) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement and the initial advance payment should be submitted as specified in Exhibit D: Required Financial Reporting and Payment Request.
- k) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (biweekly) during the term of this Agreement, or at each reimbursement request, whichever is sooner.
- l) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Payment Request on a biweekly basis.
- m) **Specific Conditions.** SUBRECIPIENT shall submit general ledger backup, with detail, and backup justifying each rental assistance payment, with each request for payment.
- n) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits D & F), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement.
- o) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- p) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- q) **Lobbying.** SUBRECIPIENT certifies (**Exhibit C: Lobbying**) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section

501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- r) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- s) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY, HUD and/or OHCS access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY shall perform onsite visits to monitor the activities of SUBRECIPIENT as is reasonable to ensure compliance with (and as necessary under) applicable Program Requirements or as otherwise directed by OHCS, but in no case less than at least once during Biennium 19-21. The activities of SUBRECIPIENT shall be monitored to ensure, inter alia, that grant funds are used only for authorized purposes in compliance with this Agreement, including but not limited to specific Program Requirements, and that performance goals are achieved as specified. COUNTY monitoring will include an evaluation of SUBRECIPIENT'S risk of non-compliance with federal statutes, regulations, and terms and conditions of any applicable subaward for purposes of determining the appropriate level and type of monitoring. Monitoring also must include a review of financial and performance reports, and follow-up on all deficiencies pertaining to any involved federal funding in accordance with 2 CFR 200.331 and other applicable federal regulations, if any. Depending on the outcomes of the financial or performance monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- a. *SUBRECIPIENT Shall Fully Cooperate.* SUBRECIPIENT shall fully and timely cooperate with OHCS and COUNTY in the performance of any and all monitoring and enforcement activities. Failure by SUBRECIPIENT to comply with this requirement is sufficient cause for COUNTY to require special conditions, take such other action (including the exercise of available remedies) as it deems appropriate, and may be deemed by COUNTY as a material failure by the SUBRECIPIENT to perform its obligations under this Agreement.
- t) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (6) years, or such longer period as may be required by

the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337. SUBRECIPIENT shall retain all program records pertinent to client services and expenditures in a manner consistent with the requirements of state and federal law, including but not limited to those requirements listed in Administrative Rule, Operations Manual and Special Schedules, and the OHCS Record Retention Schedule, as may be modified from time to time.

- a. OHCS Special Schedule at the Oregon State Archives:
(https://sos.oregon.gov/archives/Pages/state_admin_schedules.aspx).
- b. State Agency General Records Retention Schedules at the Oregon State Archives:
(https://sos.oregon.gov/archives/Pages/records_retention_schedule.aspx).

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

- u) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OHCS Grant #5084 and all accompanying amendments, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- v) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.
- w) SUBRECIPIENT certifies to the best of its knowledge and belief that neither it nor any of its principals, officers, directors, or employees:
 - a. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or SUBRECIPIENT;
 - b. Have within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) above, of this certification; and
- d. Have within a three-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.
- e. Is included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Asset Control of the United States Department of the Treasury and currently found at:
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>

11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.
- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by the U.S. Treasury Department.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict.

SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- a. SUBRECIPIENT shall protect the confidentiality of all information concerning clients and other applicants for and recipients of services funded by this Agreement. Neither it nor they shall release or disclose any such information, except as necessary for the administration of the community services program(s) funded under this Agreement, as authorized in writing by the client or other applicant or recipient of such services, or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons. SUBRECIPIENT is required to ensure that all its and their officers, employees and agents are aware of and comply with this confidentiality requirement.
 - b. All SUBRECIPIENT provider and project staff members are expected to comply with the most current local, state and federal laws regarding confidentiality. Information in any form, including in aggregate, shall not be released to any party without the authorization of the individual and/or COUNTY. Client information (including identifying the person as a client) should not be released without written authorization from the client.
 - c. SUBRECIPIENT is required to have a signed SUBRECIPIENT Release of Information ("ROI") form for all clients, including for each adult member of the identified household, authorizing the release of personally identifiable information, information pertinent to determining program eligibility, providing assistance/service, HMIS reporting, and other relevant needs for sharing information. Each adult member must complete and sign their own ROI privately and ROIs cannot be shared with other household members. Unaccompanied youth who are the head of household must also have a signed ROI on file. Release forms must be time-limited and specific as to with whom and what information will be shared. Written ROI's must be obtained from all clients to SUBRECIPIENT, COUNTY (Social Services Division), OHCS, the State of Oregon, and the US Federal Government. OHCS is required to be listed as an entity with which client information will be shared as it pertains to data collection and monitoring (including third-party adults and reviews). SUBRECIPIENT shall also obtain from client an ROI for Data Sharing for COUNTY Coordinated Housing Access ("CHA").
 - d. If required ROI's cannot be obtained due to client refusal, refusal must be documented, dated and kept in the client file. Client refusal to sign such authorization cannot be the basis for denying program services to otherwise eligible clients.

- e. SUBRECIPIENT shall ensure that all officers, employees, and agents are aware of and comply with COUNTY and SUBRECIPIENT's confidentiality policies and procedures.
- f. Confidential records includes all applications, records, files, and communications relating to applicants for, and clients of, CVRRP funded services.
- g. Electronic collection of client information requires procedures for ensuring confidentiality including:
 - i. Computer terminals must be located in a secure location, limiting access to only those persons who have a legitimate interest in and are responsible for client records;
 - ii. Computer monitors must be cleared (or a screen saver activated) immediately after accessing a client record;
 - iii. Computer terminals must be on a "locked" mode or turned off if the terminal is unattended; and
 - iv. Access to personally identifiable HMIS data shall be given to only authorized personnel as necessary for performing the work required.
- g) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
- h) **Drug Free Workplace.** SUBRECIPIENT certifies, to the extent required by federal law, that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. SUBRECIPIENT's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations.
 - c. Making it a requirement that each employee to be engaged in the performance of this Grant be given a copy of the statement required by subsection (a) above.
 - d. Notifying the employee in the statement required by subsection (a) that as a condition of employment on such Grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
 - e. Notifying COUNTY within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
 - f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5154 of the Drug-Free Workplace Act of 1988.
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

- i) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:

- Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
- Procure a commercial sex act during the period of time the award is in effect; or
- Used forced labor in the performance of the Agreement or subaward under this Agreement.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

12. Federal and State Procurement Standards

- a) To the extent applicable, all procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.

- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

13. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** Subject to applicable law, SUBRECIPIENT shall, defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon, OHCS and COUNTY, and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT, or its officers, employees, contractors, subcontractors, or agents under this Agreement.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish 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 COUNTY, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any

way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
 - 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
 - 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
 - 7) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. COUNTY and its, elected officials, employees and officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
 - 11) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.

- e) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- m) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- n) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds.

Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

14. Exhibits.

This document is comprised of the following exhibits:

- Exhibit A: SUBRECIPIENT Scope of Work
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Payment Request
- Exhibit E: Monthly//Final Performance Report
- Exhibit F: Final Financial Report
- Exhibit G: OHCS Additional Terms and Conditions
- EXHIBIT H: Title V – Banking Subtitle A, Federal Terms – Emergency Rental Assistance (eligibility & reporting)
- EXHIBIT I: OMB 1505-0266 U.S. Department of the Treasury Emergency Rental Assistance Certification & Terms
- EXHIBIT J: U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions.

SUBRECIPIENT shall frequently review and comply with all requirements of Exhibits H, I, J, and as may be subsequently updated and posted, at U.S. Treasury website:

<https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program>

- EXHIBIT K: 2019-2021 Master Grant Agreement Exhibit A, Program Element PE 20 Supporting Tenants Accessing Rental Relief (STARR) Program
- EXHIBIT L: Program Guidance Supporting Tenants Accessing Rental Relief (STARR) February 17, 2021
- EXHIBIT M: Oregon Housing and Community Services STARR - Frequently Asked Questions.

SUBRECIPIENT shall frequently review and comply with all requirements in Exhibits L, M, N, and as may be subsequently updated and posted, at State of Oregon Housing & Community Services Department website:

<https://www.oregon.gov/ohcs/for-providers/Pages/program-compliance-forms.aspx>

- EXHIBIT N: Compliance Requirements: Community Development Block Grant (CDBG COVID) Funds

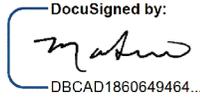
If a conflict exists between the main body of this Agreement and the Exhibits, the Exhibits shall control.

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Clackamas Women's Services

DocuSigned by:

DBCAD1860649464...

By: _____
Authorized Signature

Melissa Erlbaum 4/21/2021

Printed Name Date

256 Warner Milne Rd

Street Address

Oregon City, OR 97045 503-341-7115

City / State / Zip / Phone

CLACKAMAS COUNTY

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Signing on Behalf of the Board:

Tootie Smith, Chair Dated

Approved to Form:

email approval by Andrew Naylor, April 12, 2021

County Counsel Dated



EXHIBIT A

The COVID-19 Rent Assistance Program provides funds for rent assistance to individuals and families who experienced a loss of income related to COVID-19, been directly impacted by business closure related to COVID-19, diagnosed or exposed to COVID-19, and displaced or unstably housed as a result of public health measures taken to reduce the spread of COVID-19. Households must meet income eligibility, housing status requirements and at least one of the COVID-19 Rent Relief program specific eligibility requirements.

This funding is intended to serve the broadest possible community members. However, due to historical inequities, it is especially important that people of color, 2SLGBTQ community members, unaccompanied youth and Veterans are served. "Prioritized Organizations" are those organizations that focus on the above referenced populations.

I. SCOPE OF WORK

A. SUBRECIPIENT agrees to complete the following Work under this grant:

1. Accept homelessness prevention referrals from the Coordinated Housing Access System.
2. Use a person centered, problem solving, flexible approach in working with households and individuals requesting COVID 19 rent relief.
3. Review information and notes from Coordinated Housing Access system in HMIS prior to initial participant contact to streamline service access and provide trauma informed services.
4. Obtain all eligibility and ongoing service documentation and operate rental assistance program as outlined in guidance provided in Exhibits H through N and as amended and updated by Oregon Housing and Community Services, the US Federal Government Treasury Department, and/or distributed by Clackamas County Social Services (CCSS) to subrecipients.

SUBRECIPIENT shall frequently review and comply with all requirements of Exhibits H, I, J, as may be subsequently updated and posted, at U.S. Treasury website:

<https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program>

SUBRECIPIENT shall check and comply with all requirements in Exhibits L, M, N, as may be subsequently updated and posted, at State of Oregon Housing & Community Services Department website:

<https://www.oregon.gov/ohcs/for-providers/Pages/program-compliance-forms.aspx>

5. Provide the type, level and duration of service that will address participants' need as quickly as possible and for as short a time and as low of a cost as possible. Eligible participant costs include participant rent, rent arrears, manufactured home "lot rent", utilities and utilities arrears only.
6. Once eligibility is confirmed, enter planned amounts of payments by month on a shared tracking document provided by CCSS.
7. Issue payments to landlords as quickly as possible.
8. Gather all required Homeless Management Information System ("HMIS") data elements and enter data into HMIS within established timeline.
9. Submit invoices and all required financial information per established timelines.
10. SUBRECIPIENT shall comply with all federal subrecipient requirements of COUNTY and US Treasury as specified, amended and updated in this Agreement and by US Treasury including in the following documents, incorporated by reference, Exhibits, H, I, J.
11. SUBRECIPIENT shall comply with all non-federal subrecipient requirements of COUNTY and Oregon Housing and Community Services as specified, amended and updated in this Agreement and by OHCS including in the following documents, incorporated by reference, Exhibits, L, M, N.
12. SUBRECIPIENT shall comply with all federal subrecipient requirements of COUNTY and US Department of Housing and Urban Development Community Development Block Grant program as specified, amended and updated in this Agreement and by OHCS including in the following documents, incorporated by reference, Exhibit N.
13. SUBRECIPIENT shall not charge clients for services.
14. Coordinated Housing Access ("CHA")

SUBRECIPIENT must accept referrals from CHA.

If the client identifies as part of a special population for which there is a CHA partner who specializes in serving this population, the household must be provided the

option to be served by that provider. Examples may include but are not limited to: survivors of domestic violence, and veterans.

15. SUBRECIPIENT is required to Perform Criminal Background checks and propose for approval specific screening criteria for all staff and volunteers who will be performing direct services under this Grant. Policies must be in place to disqualify any persons who have committed violent crimes, crimes against children, or other crimes that are incompatible with this project.

Policies must also be in place to ensure the safety of participants should criminal arrests and/or convictions occur during the Grant term. If a volunteer or employee of SUBRECIPIENT has a break in service, and does not work for 60 days or more for SUBRECIPIENT, or SUBRECIPIENT has knowledge or information that a crime may have been committed by the staff or volunteer, then another criminal background check must be completed prior to continuing work for SUBRECIPIENT.

B. PERFORMANCE MEASURES

SUBRECIPIENT shall administer the program in a manner consistent with program requirements designed to achieve the following performance goals:

- 1) Housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program.
- 2) All other outcome measures indicated in COUNTY's implementation report related to HMIS data quality and timeliness.

C. PROJECT EXPECTATIONS

Project expectations are listed below, and as required and updated in State Homeless Funds Program Operations Manual.

Service Delivery Approach – National and local best practices include Housing First, Trauma Informed Care, Cultural Responsiveness/Cultural Specificity, Assertive Engagement, Person-Centered Care and Harm Reduction. Successful applicants will incorporate these or similar elements into their responses and service delivery models.

Outreach to Communities of Color - It is widely acknowledged that people experiencing poverty and other marginalized groups have historically borne the brunt of infectious disease epidemics and the lack of socially conscious government responses to them. According to Oregon Health Authority data, communities of color are disproportionately impacted by COVID-19 in Oregon. Using a robust and authentic approach rooted in a commitment to equity and racial justice, agencies are expected to administer culturally specific outreach to ensure communities of color are informed on the program and, if income eligible, are receiving access to these services.

Schooling – All school-aged children will be enrolled in and attending school.

Mainstream Benefits Screening – 100% of participant households served will be screened to determine whether they are accessing all mainstream benefits they are eligible for, including, but not limited to, TANF, SNAP, OHP, WIC, Veterans benefits, McKinney-Vento/ESSA homeless student services, TANF-DV grants, and child support. Persons who are not fully accessing mainstream benefits shall be assisted in enrolling for these benefits should they choose to do so.

II. ELIGIBILITY

A. Household Eligibility Criteria

Residency Eligibility: Participants must reside in Clackamas COUNTY.

COVID 19 Impact Eligibility: Eligibility must comply to specific award fund source requirements in Exhibits H to N and as amended and updated by state or federal award source.

Income Eligibility: Eligibility must comply to specific award fund source requirements in Exhibits H to N and as amended and updated by state or federal award source.

Housing Status Eligibility: Eligibility must comply to specific award fund source requirements in Exhibits H to N and as amended and updated by state or federal award source.

Household Eligibility:

Households of any configuration are eligible. Including but not limited to single adults, couples, families with children, older adults and unaccompanied youth.

Note on Citizenship and Residency:

OHCS is currently seeking clarification on whether US citizenship or legal residency is an eligibility requirement. If so - when SUBRECIPIENT connects with households ineligible due to this requirement, contact COUNTY's Rent Assistance team as rent assistance funds may be available through another source.

Eligibility Documentation:

Eligibility documentation must comply to specific award fund source requirements in Exhibits H to N and as amended and updated by state or federal award source.

B. Ineligible Costs

Funds may not be used for the purchase of gift cards. Ineligible costs per funding terms, outlined in Exhibits H to N.

C. Data Requirements/Reporting

SUBRECIPIENT agrees to report data as outlined below to COUNTY, OHCS and US Treasury:

- a. As determined by US Treasury, which may include data entry by Subrecipient into a specific database utilized by US Treasury, and may require Subrecipient to re-enter data from County's **Homeless Management Information System** (HMIS) into Treasury database, or by other methods.

b. **Homeless Management Information System (“HMIS”) Database:**

HMIS is a community-wide software solution that is designed to collect client-level information on the characteristics and service needs of people experiencing homelessness. SUBRECIPIENT is required to:

- i. Collect and enter related client personally identifiable information and demographics and service data into the electronic ServicePoint HMIS, except for data of victims of domestic violence clients, which must be entered into a comparable database system that meets HMIS standards. Data shall be entered into appropriate HMIS providers, which will be determined by COUNTY. All clients must sign a release of information allowing their personally identifiable information to be shared with OHCS for the purpose of program reporting.
- ii. Projects serving survivors of domestic violence where the operator is not a victim services provider are required to enter data in their HMIS. SUBRECIPIENT is responsible for acquiring and documenting informed written consent from program participants, and protecting program participant's confidentiality.
- iii. Ensure that data entry into HMIS occurs in an accurate and timely manner within three (3) business days of program entry date. SUBRECIPIENT must correct data quality, missing information, and null data errors as specified by COUNTY and/or OHCS prior to invoice submittals and by the 10th of each month for services in the preceding month, whichever comes first.
- iv. Collect, as required by COUNTY and OHCS, universal data elements which include personally identifiable and demographic information on all clients at entry.
- v. HMIS relevant paper forms must be retained in a secure, locked location for required monitoring by COUNTY.
- vi. Enter into agreements with COUNTY's Community Development division, as needed, for access to HMIS.
- vii. Ensure only authorized SUBRECIPIENT staff trained by COUNTY shall access the HMIS software.
- viii. Comply with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements.

- ix. Conduct HMIS 6 Month Follow up Report, based on housing status 6 months after program exit date.
- x. Enter data into COUNTY-provided 'HMIS Provider' to be used solely for CVRRP.
- xi. Answer how has household been impacted by COVID –question must be answered with the picklist options provided.
- xii. Conduct a Service Transaction including recording rent amounts provided.

EXHIBIT B SUBRECIPIENT PROGRAM BUDGET

SUBRECIPIENT is eligible for an amount not to exceed One Million, Two Hundred Four Thousand, Eight Hundred Four? Dollars (**\$1,204,804**) for work performed as specified under the conditions listed in Exhibit A. This amount includes:

1. Supporting Tenants Accessing Rental Assistance Program (STARR) –State funded
Eligible expenditure period for client rent assistance includes payment of arrears incurred after **April 1, 2020 through June 30, 2021**, per budget amounts as shown in table below. Payment of rent assistance by SUBRECIPIENT is eligible for reimbursement for payments made after signature of both parties.

Note: Except when eligible clients are only eligible for Federal Emergency Rental Assistance (“ERA”), and not eligible under STARR, the STARR funds must be used.

Eligible expenditure period for SUBRECIPIENT program delivery and administration is **January 1, 2021 to June 30, 2021**, and budget amounts as shown in table below. Program delivery and administration will be billed based on actual expenditures incurred. Eligible expenditures must comply with all applicable state requirements, as amended, including Exhibits K, L, & M. SUBRECIPIENT must comply with Subrecipient Requirements as identified in COUNTY'S 19-21 Master Grant Agreement #5084 issued by the State of Oregon through its Housing & Community Services Department, incorporated into this Agreement by reference and available upon request. SUBRECIPIENT shall check requirement updates at State of Oregon Housing & Community Services Department website: <https://www.oregon.gov/ohcs/providers/Pages/program-compliance-forms.aspx>

2. Federal Emergency Rental Assistance (ERA)
Eligible expenditure period for client rent assistance includes payment of arrears incurred after **April 1, 2020 through December 31, 2021**, per budget amounts as shown in table below. Payment of rent assistance by SUBRECIPIENT is eligible for reimbursement for payments made after signature of both parties.

Eligible expenditure period for administration and program delivery is **January 1, 2021 to December 31, 2021**, and budget amounts as show in table below. Program delivery and administration will be billed based on actual expenditures incurred .Eligible expenditures must comply with all applicable federal requirements, as amended by the U.S. Department of Treasury, including Exhibits H, I, & J. SUBRECIPIENT shall check requirement updates at U.S. Treasury website <https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program>

3. Community Development Block Grant CARES (CDBG COVID)

Eligible expenditure period for program delivery for CDBG funds is January 1, 2021 to December 31, 2021, and according budget amounts as shown in table below. Program delivery and administration will be billed based on actual expenditures incurred. Eligible

expenditures must comply with all applicable federal requirements and as identified in Exhibit N: Compliance Requirements: Community Development Block Grant (CDBG COVID) Funds

Budget Line Items	State funds - STARR Budget	Federal funds - ERA Budget	Federal Fund- CDBG COVID Budget
Program Delivery (Includes staff salaries, benefits, taxes).	\$27,923	\$41,915	\$101,162
Administration	\$37,231	\$46,573	0
Rent Assistance	\$111,692	\$838,308	0
Total	\$176,846	\$926,796	\$101,162

EXHIBIT C CONGRESSIONAL LOBBYING CERTIFICATE

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

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions[as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Authorized Representative certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Clackamas Women's Services

21-023 H3S 10100

Organization Name

Melissa Erlbaum

Award Number or Project Name

Executive Director

Name and Title of Authorized Representative

DocuSigned by:



4/21/2021

Signature

DBCAD1860649464...

Date

EXHIBIT D

REQUIRED FINANCIAL REPORTING AND REIMBURSEMENT REQUESTS

- A. Unless otherwise specified, SUBRECIPIENT shall submit invoices once every 2 weeks for Work performed. More frequent requests for funds may occur as needed. All expenses are contingent upon timely, accurate and complete data collection and reporting. Invoices are due no later than 21 days following the month services were provided. **Items submitted after these due dates will not be reimbursable, unless special circumstances occur and delayed reimbursement is approved by COUNTY within the 21 day reimbursement deadline.**

Reimbursements will be based on verification of actual expenditures submitted with required backup documentation for both funding streams. SUBRECIPIENT shall track the STARR and ERA fund streams separately, but submit one reimbursement request that lists funding streams separately to COUNTY.

SUBRECIPIENT shall submit requests for reimbursement of rental assistance up to once every 2 weeks but not less than once per month. Program Delivery and Administration may be billed separately to coincide with payroll periods, and the associated reimbursement amount will be based on previously submitted rental assistance reimbursement requests.

- B. **If SUBRECIPIENT fails to present invoices in proper form 21 days following the month participant payments were issued (15 days after end of program period of performance), SUBRECIPIENT waives any rights to present such invoice thereafter and to receive payment therefor.** Payments shall be made to SUBRECIPIENT following COUNTY's review and approval of invoices submitted by SUBRECIPIENT. SUBRECIPIENT shall not submit invoices for, and COUNTY will not pay, any amount in excess of the maximum compensation amount set forth above. Requests for payment shall also include the total amount billed to date by SUBRECIPIENT prior to the current invoice and a log showing advances less expenditures. **Invoice template to be provided to SUBRECIPIENT by COUNTY.**
- C. Reimbursement by COUNTY will be within 21 days of receipt of COUNTY-verified invoice, including required data, reports and backup documentation, and signed Certification Statement.
- D. SUBRECIPIENT may begin accruing expenditures eligible for reimbursement under this Grant Agreement beginning January 1, 2021. Reimbursement shall not occur until COUNTY has a fully executed Grant Agreement.

EXHIBIT E
PERFORMANCE REPORTING

All performance reporting shall be collected through HMIS and additional methods to be established, including additional data points as specified by COUNTY or required by Oregon State Housing & Community Services or US Treasury, and in Exhibit A.

EXHIBIT F
 FINAL FINANCIAL REPORT

Project Name: STARR, F-ERA Rent Assistance & CDBG	Agreement #: 21-023
Federal Award #:	Date of Submission: XX/XX/XX
Subrecipient: Clackamas Women's Services	
Has Subrecipient submitted all requests for reimbursement? Y/N	
Has Subrecipient met all programmatic closeout requirements? Y/N	

Exhibit F: Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this agreement

Total Federal Funds <u>authorized</u> on this agreement:	
Total Federal Funds <u>advanced</u> on this agreement:	
Total Federal Funds <u>requested for reimbursement</u> on this agreement:	
Total Federal Funds <u>received</u> on this agreement:	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Subrecipient's Certifying Official (printed): _____

Subrecipient's Certifying Official (signature): _____

Subrecipient's Certifying Official's title: _____

Exhibit G: OHCS ADDITIONAL TERMS/CONDITIONS

SUBRECIPIENT shall administer the program in a manner satisfactory to COUNTY and OHCS and in compliance with all program requirements for COUNTY's SUBRECIPIENT of Master Grant Agreement #5084, issued to COUNTY by OHCS, and including but not limited to the following terms and conditions:

General:

- 1) SUBRECIPIENT shall assure that program funds are used only for program services consistent with program requirements.
- 2) SUBRECIPIENT shall assure that program funds are used to supplement existing funding, to support existing projects or to establish new projects. Program funds may not be used to replace existing funding.
- 3) SUBRECIPIENT shall ensure that program funds are expended within the time limitations set by OHCS. Program funds not expended within the time period shall be recaptured by COUNTY and OHCS.
- 4) SUBRECIPIENT shall serve only certified households whose eligibility has been determined in compliance with program requirements.
- 5) SUBRECIPIENT is responsible to COUNTY & OHCS for any losses resulting from improper or negligent issuance of program funds and shall repay such funds to COUNTY or OHCS within 30 days upon written demand from COUNTY or OHCS.
- 6) Have denial, termination, appeal and fair hearing procedures accessible to program applicants and participants available at intake and posted in a public location. Such procedures must satisfy applicable program requirements including assurance that all applicants are informed during the intake interview of their right to appeal. All appeals and fair hearings will be handled by COUNTY. Denial, termination, appeal and fair hearing procedures, including as implemented, are subject to department review and correction.
- 7) SUBRECIPIENT is required to provide written notice to applicants/clients when denied program assistance or assistance is terminated. The notice must include the specific reason(s) for the denial/termination and identify the steps to appeal SUBRECIPIENT's decision.
- 8) SUBRECIPIENT may terminate program services to program participants who violate program requirements. Termination, denial and grievance procedures will be clearly communicated to and easily understood by program participants and readily available upon request and posted in a public location.
- 9) SUBRECIPIENT shall be responsible for maintaining an internal controls framework, satisfactory to COUNTY and OHCS, which assures compliance with program requirements. Written policy and procedures must be established and outlined in local documentation (e.g. staff policy/procedure manuals) inclusive of, but not exclusive to the following areas:

- a) Assurance that completed applications and household benefits are valid and correct. This includes adequate separation of duties among intake, authorization and fiscal staff.
 - b) Establishment and maintenance of clear policy for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for program services.
 - c) Establishment and maintenance of clear procedures for management of program applicants and participants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to COUNTY and OHCS.
 - d) Establishment and maintenance of clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to OHCS.
- 10) Allow COUNTY, OHCS and its representatives access to, and to furnish whatever information and/or documentation COUNTY, OHCS and its representatives determines is necessary or appropriate to conduct reviews and monitor progress or performance to determine conformity with program requirements. SUBRECIPIENT shall permit COUNTY, OHCS and its representatives to visit its sites to inspect same, and to review, audit, and copy all records that COUNTY, OHCS and its representatives deem pertinent to evaluating or enforcing program requirements at any reasonable time, with or without benefit of prior notification. SUBRECIPIENT shall cooperate fully with COUNTY, OHCS and its representatives.
 - 11) Maintain accurate financial records satisfactory to the COUNTY, which document, *inter alia*, the receipt and disbursement of all funds provided through the program by the department; and have an accounting system in place satisfactory to the department, which meets, *inter alia*, generally accepted accounting principles.
 - 12) Maintain other program records satisfactory to COUNTY & OHCS, which document, *inter alia*, client eligibility requirements, receipt of allowable program services, termination of services and the basis for same, housing and income status of clients, administrative actions, contracts with subcontractors, review of subcontractor performance, action taken with respect to deficiency notices, and any administrative review proceedings. Such records shall be in substance and format satisfactory to the department.
 - 13) Provide COUNTY and OHCS with reports, data, and financial statements, in form and substance satisfactory to COUNTY, as may be required or requested from time to time by the department, which shall be in a format prescribed by COUNTY.
 - 14) Furnish representatives of COUNTY, OHCS, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives' access to, and the right to copy, all program client and fiscal records, books, accounts, documents, records and allow reasonable access to the project and other property pertaining to the program, at any such representative's request, for such purposes as research, data collection, evaluations, monitoring, and auditing. At the sole discretion of OHCS, access to records shall include the removing of records from SUBRECIPIENT's office.

- 15) Assure that data collection and reporting, including data entry for program funded activities, be conducted through the use of a COUNTY and OHCS approved HMIS, where applicable by program requirements.
- 16) Ensure that data collection, entry and reporting occur in an accurate and timely manner as satisfactory to COUNTY and OHCS.
- 17) Indemnity. Subject to applicable law, SUBRECIPIENT shall, defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon, OHCS and COUNTY, and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT, or its officers, employees, contractors, subcontractors, or agents under this Agreement.
- 18) SUBRECIPIENT understands and agrees that this Grant is subject to termination upon such a directive to COUNTY by OHCS, and that OHCS shall not be liable to any of the parties of this agreement or to other persons for directing that such agreement be terminated.
- 19) SUBRECIPIENT shall comply and perform all work to the satisfaction of COUNTY and OHCS, and in accordance with the terms of this Grant, together with applicable program requirements, statutes, and regulations, including OAR 813-04000 *et. seq.*, as amended, and ORS 458.600 to 458.650. The approved COUNTY Implementation Report is incorporated herein by reference.
- 20) Expend no more than the funds awarded to SUBRECIPIENT by COUNTY (including allowable administrative costs shared with COUNTY, if applicable and allowed) of its program award for allowable administrative costs in order to provide the services outlined in this agreement.
- 21) Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements and department program requirements.
- 22) Assure that program services are available to extremely low income and very low income households, including but not limited to, veterans, persons more than 65 years of age, disabled persons, farm workers and Native Americans, who meet program eligibility requirements.
- 23) Re-evaluate program participant eligibility and need for homelessness prevention and rapid re-housing services in compliance with program requirements.
- 24) May utilize program funds to address the specific needs of various homeless subpopulations if approved in writing by COUNTY. Specific targeting of funds shall not violate any Fair Housing Act or anti-discriminatory requirements and shall be outlined and approved prior to implementation. Targeting and serving homeless and at risk of homelessness veterans is required for the use of program funds that have been legislatively dedicated to serving veterans.
- 25) SUBRECIPIENT staff that provide direct services and supervise staff who provide direct services and manage homeless grants must receive training and demonstrate

competency, as documented through the CSBG Organization Standards #5.8 (Board) and #7.9(Staff).

- 26) Homeless Coordinated Entry Process. SUBRECIPIENT is required to actively participate in and promote the Continuum of Care (“CoC”) coordinated entry process for their service area.
- 27) Persons With Lived Experience Feedback. SUBRECIPIENT must develop a systematic approach for collecting, analyzing and reporting client satisfaction data. A person with lived experience feedback system must document the steps COUNTY and SUBRECIPIENT will use to review feedback and will include how the persons with lived experience feedback is used or not used. Feedback may be through surveys, participation on advisory boards and other formats and may be received by the COUNTY or SUBRECIPIENT in person, on paper, by posting through a website or by email or other electronic means.
- 28) Client Service or Housing Plan (ORS 458.528). Development of a client service or housing plan is required for those clients receiving more than one-time only services. Plans are required to be client driven, using input and goal setting by the client. Warming shelters are excluded from this requirement. Existing and active service/housing plans with other providers may be used and amended for state-funded services.
- 29) Grievance and Appeals Process. SUBRECIPIENT are required to have an established, written process for addressing client grievances for decisions, including termination or reduction of benefit, denial of benefit or other grievance. At a minimum, the process must include the following components:
 - Informs the participant/applicant of the policy and policy must be posted in general locations in which a client/applicant is expected to be;
 - Informs the participant/applicant that they may contest any SUBRECIPIENT's decision that denies (for any reason) or limits eligibility of participant/applicant and/or terminates or modifies any benefits and identifies the steps to follow to contest the decision;
 - Allows any aggrieved person a minimum of thirty days to request an administrative review;
 - Informs the applicant/participant of their right to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the decision;
 - Informs OHCS of the request for administrative review within 10 days of receiving the request; and
 - Informs the applicant/participant and OHCS in writing of the final determination and basis for the decision within ten days of the determination. Any person or persons designated by COUNTY and SUBRECIPIENT can complete the administrative review, other than the person who made or approved the decision under review or a subordinate of this person.

SUBRECIPIENT must make accommodations for clients who have language or disability barriers that would prevent them from participating in the appeals process. OHCS retains the right to require modification of any review or appeals process that in its determination does not meet basic principles for notification, instruction, time allowance, impartiality, access and other necessary components.

30) Nondiscrimination. SUBRECIPIENT is required to comply with all state and federal statutes relating to nondiscrimination. SUBRECIPIENT may not take any of the following actions based on race, color, national origin, religion, gender, familial status or disability (federal) or marital status, sexual orientation, gender identity or source of income (state):

- Refuse to accept an application for housing assistance or services
- Deny an application for housing assistance or services
- Set different terms, conditions or privileges for housing assistance or services
- Provide different or specific housing, facilities or services
- Falsely deny that housing is available for inspection or rental or that services are available
- Deny anyone access to a facility or service.

The Fair Housing Act prohibits discrimination based on protected classes in the housing activities of advertising, screening and unit rentals. Using a target population in screening is allowed; however, refusal to accept application or provide information on services or available housing to any protected class, even if these groups do not fit into your targeting strategy, is prohibited. Screening criteria cannot be discriminatory and must be consistently applied. For example, a provider might decide to give priority to clients who graduate from a tenant readiness education program that is inclusive of all protected classes. If two applications come in at the same time and both meet the screening criteria, the applicant who also has the tenant readiness education experience could receive priority over the applicant who does not; however, providers should always accept the first applicant meeting their criteria or prioritization policy. For more information, see the Guide to Fair Housing for Nonprofit Housing and Shelter Providers produced by the Fair Housing Council of Oregon, or contact them directly at www.fhco.org.

31) Limited English Proficiency. The Federal government has issued a series of policy documents, guides and regulations describing how SUBRECIPIENT should address the needs of citizens who have limited English proficiency (“LEP”). The abbreviated definition of persons with limited English proficiency is those who: have difficulty reading, writing, speaking, or understanding English, and do not use English as their primary language. SUBRECIPIENT must have an LEP policy document that describes the actions SUBRECIPIENT took to identify LEP populations in their service area and define actions they will take to provide language assistance and address language barriers. The policy must also state how and how often staff will receive training about assisting LEP persons, how the level of success of the policy will be identified and how changes will be made if needed. Links to more information about Limited English Proficiency requirements are provided in the appendices “Applicable Rules and Regulations.” SUBRECIPIENT should create a written Language Access Plan (“LAP”) to provide a framework to document how SUBRECIPIENT’s programs will be accessible to all populations in their service area. SUBRECIPIENT who serves few

persons needing LEP assistance may choose not to establish a LAP; however, the absence of a written LAP does not release SUBRECIPIENT's obligation to ensure LEP persons have access to programs or activities.

32) Conflict of Interest. SUBRECIPIENT must keep records to show compliance with program conflict of interest requirements.

(1) Organizational. The provision of any type or amount of assistance may not be conditioned on an individual's or household's acceptance or occupancy of emergency shelter or housing owned by COUNTY, SUBRECIPIENT or an affiliated organization. Conflict of interest waivers regarding rent assistance and rental agreement requirements can only be approved by OHCS. If SUBRECIPIENT wishes to apply for a waiver, they should contact COUNTY and the OHCS homeless program analyst or manager for guidance in submission of a waiver request, which must be approved by OHCS. A SUBRECIPIENT may conduct a participant's intake assessment to determine program eligibility if the participant resides in housing where COUNTY or SUBRECIPIENT has ownership interest for the expediency of housing placement services and to create seamless service delivery while keeping the client engaged in services. A waiver of the conflict of interest policy for this purpose is not required for EHA/SHAP. COUNTY and SUBRECIPIENT cannot steer potential renters to units owned or operated by COUNTY or SUBRECIPIENT, if the renters will be using a rent subsidy paid with any OHCS funds. Rent-subsidized tenants are free to enter into a rental contract with another landlord within Clackamas County or SUBRECIPIENT's jurisdiction or they may choose to rent a unit owned or operated by COUNTY or SUBRECIPIENT. A waiver request is not required for this situation; however, COUNTY and SUBRECIPIENT must comply with this provision of the conflict of interest policy.

33) SUBRECIPIENT must comply with all applicable provisions of Agreement #5084 between OHCS and COUNTY. OHCS reserves the right to request that any Subrecipient agreement be submitted for review and approval by OHCS within 10 business days from the date of written notification.

34) This Agreement is subject to termination upon directive to COUNTY by OHCS.

35) OHCS shall not be liable to any of the parties of this Agreement or to other persons for directing that such agreement be terminated.

36) Subrecipient is an independent contractor and not an agent of OHCS or of COUNTY.

Case Files

A. Documentation of client eligibility and services received must be maintained in client case files (paper or electronically) and include a copy of the coordinated entry assessment to confirm participation in coordinated entry. Documentation for applicants found to be ineligible for assistance or for clients who are no longer eligible to receive assistance is required and will include the client's request for assistance, why they are ineligible and how it was communicated to the applicant. Ineligible clients do not need to

be entered into HMIS unless the use of HMIS is a part of the COUNTY's or SUBRECIPIENT's intake/assessment process.

- B. A client services or housing plan is required for those clients receiving more than one time only services and must be in the case file. Existing assessments and active case plans with other providers may be used and included in the client file.
- C. Client eligibility documentation be maintained in the client file. File documentation will be the basis of OHCS monitoring to ensure SUBRECIPIENT is in compliance with program requirements and regulations. OHCS recommends that SUBRECIPIENT use a client file checklist to ensure adequate documentation of case files. Sample forms are available on the OHCS website.

Additional Requirements:

- A) Organization must provide services to clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation, disability (as defined under the Americans with Disabilities Act) or any other protected class as defined in applicable state and federal law. Contracted services must reasonably accommodate the cultural, language and other special needs of clients.
- B) Organizations are required to perform Criminal Background checks and propose for approval specific screening criteria for all staff and volunteers who will be performing direct services under this Grant. Policies must be in place to disqualify any persons who have committed violent crimes, crimes against children or other crimes that are incompatible with this project. Policies must also be in place to ensure the safety of participants should criminal convictions occur during the term of the project.
- C) SUBRECIPIENT will establish safeguards to prohibit employees and volunteers from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

H. R. 133—888

TITLE V—BANKING

Subtitle A—Emergency Rental Assistance

SEC. 501. EMERGENCY RENTAL ASSISTANCE.

(a) APPROPRIATION.—

(1) IN GENERAL.—Out of any money in the Treasury of the United States not otherwise appropriated, there are appropriated for making payments to eligible grantees under this section, \$25,000,000,000 for fiscal year 2021.

(2) RESERVATION OF FUNDS FOR THE TERRITORIES AND TRIBAL COMMUNITIES.—Of the amount appropriated under paragraph (1), the Secretary shall reserve—

(A) \$400,000,000 of such amount for making payments under this section to the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa; and

(B) \$800,000,000 of such amount for making payments under this section to eligible grantees described in subparagraphs (C) and (D) of subsection (k)(2); and

(C) \$15,000,000 for administrative expenses of the Secretary described in subsection (h).

(b) PAYMENTS FOR RENTAL ASSISTANCE.—

(1) ALLOCATION AND PAYMENTS TO STATES AND UNITS OF LOCAL GOVERNMENT.—

(A) IN GENERAL.—The amount appropriated under paragraph (1) of subsection (a) that remains after the application of paragraph (2) of such subsection shall be allocated and paid to eligible grantees described in subparagraph (B) in the same manner as the amount appropriated under subsection (a)(1) of section 601 of the Social Security Act (42 U.S.C. 801) is allocated and paid to States and units of local government under subsections (b) and (c) of such section, and shall be subject to the same requirements, except that—

(i) the deadline for payments under section 601(b)(1) of such Act shall, for purposes of payments under this section, be deemed to be not later than 30 days after the date of enactment of this section;

(ii) the amount referred to in paragraph (3) of section 601(c) of such Act shall be deemed to be the amount appropriated under paragraph (1) of subsection (a) of this Act that remains after the application of paragraph (2) of such subsection;

(iii) section 601(c) of the Social Security Act shall be applied—

(I) by substituting “1 of the 50 States or the District of Columbia” for “1 of the 50 States” each place it appears;

(II) in paragraph (2)(A), by substituting “\$200,000,000” for “\$1,250,000,000”;

(III) in paragraph (2)(B), by substituting “each of the 50 States and District of Columbia” for “each of the 50 States”;

(IV) in paragraph (4), by substituting “excluding the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa” for “excluding the District of Columbia and territories specified in subsection (a)(2)(A)”; and

(V) without regard to paragraph (6);

(iv) section 601(d) of such Act shall not apply to such payments; and

(v) section 601(e) shall be applied —

(I) by substituting “under section 501 of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021” for “under this section”; and

(II) by substituting “local government elects to receive funds from the Secretary under section 501 of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021 and will use the funds in a manner consistent with such section” for “local government’s proposed uses of the funds are consistent with subsection (d)”.

(B) ELIGIBLE GRANTEEES DESCRIBED.—The eligible grantees described in this subparagraph are the following:

(i) A State that is 1 of the 50 States or the District of Columbia.

(ii) A unit of local government located in a State described in clause (i).

(2) ALLOCATION AND PAYMENTS TO TRIBAL COMMUNITIES.—

(A) IN GENERAL.—From the amount reserved under subsection (a)(2)(B), the Secretary shall—

(i) pay the amount equal to 0.3 percent of such amount to the Department of Hawaiian Home Lands; and

(ii) subject to subparagraph (B), from the remainder of such amount, allocate and pay to each Indian tribe (or, if applicable, the tribally designated housing entity of an Indian tribe) that was eligible for a grant under title I of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA) (25 U.S.C. 4111 et seq.) for fiscal year 2020 an amount that bears the same proportion to the such remainder as the amount each such Indian tribe (or entity) was eligible to receive for such fiscal year from the amount appropriated under paragraph (1) under the heading “NATIVE AMERICAN PROGRAMS” under the heading “PUBLIC AND INDIAN HOUSING” of title II of division H of the Further Consolidated Appropriations Act, 2020 (Public Law 116–94) to carry out the Native American Housing Block Grants program bears to the amount appropriated under such paragraph for such fiscal year, provided the Secretary shall be authorized to allocate, in an equitable manner as determined by the Secretary, and pay any Indian tribe that opted out of receiving a grant allocation under the Native American Housing Block Grants program formula in fiscal year 2020, including by establishing a minimum amount of payments to such Indian tribe, provided such Indian tribe notifies the Secretary not later than 30 days after the date of enactment of this Act that it intends to receive allocations and payments under this section.

(B) PRO RATA ADJUSTMENT; DISTRIBUTION OF DECLINED FUNDS.—

(i) PRO RATA ADJUSTMENTS.—The Secretary shall make pro rata reductions in the amounts of the allocations determined under clause (ii) of subparagraph (A) for entities described in such clause as necessary to ensure that the total amount of payments made pursuant to such clause does not exceed the remainder amount described in such clause.

(ii) DISTRIBUTION OF DECLINED FUNDS.—If the Secretary determines as of 30 days after the date of enactment of this Act that an entity described in clause (ii) of subparagraph (A) has declined to receive its full allocation under such clause then, not later than 15 days after such date, the Secretary shall redistribute, on a pro rata basis, such allocation among the other entities described in such clause that have not declined to receive their allocations.

(3) ALLOCATIONS AND PAYMENTS TO TERRITORIES.—

(A) IN GENERAL.—From the amount reserved under subsection (a)(2)(A), subject to subparagraph (B), the Secretary shall allocate and pay to each eligible grantee described in subparagraph (C) an amount equal to the product of—

(i) the amount so reserved; and

(ii) each such eligible grantee's share of the combined total population of all such eligible grantees, as determined by the Secretary.

(B) ALLOCATION ADJUSTMENT.—

(i) REQUIREMENT.—The sum of the amounts allocated under subparagraph (A) to all of the eligible grantees described in clause (ii) of subparagraph (C) shall not be less than the amount equal to 0.3 percent of the amount appropriated under subsection (a)(1).

(ii) REDUCTION.—The Secretary shall reduce the amount of the allocation determined under subparagraph (A) for the eligible grantee described in clause (i) of subparagraph (C) as necessary to meet the requirement of clause (i).

(C) ELIGIBLE GRANTEE DESCRIBED.—The eligible grantees described in this subparagraph are—

(i) the Commonwealth of Puerto Rico; and

(ii) the United States Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa.

(c) USE OF FUNDS.—

(1) IN GENERAL.—An eligible grantee shall only use the funds provided from a payment made under this section to provide financial assistance and housing stability services to eligible households.

(2) FINANCIAL ASSISTANCE.—

(A) IN GENERAL.—Not less than 90 percent of the funds received by an eligible grantee from a payment made under this section shall be used to provide financial assistance to eligible households, including the payment of

(i) rent;

(ii) rental arrears;

(iii) utilities and home energy costs;

(iv) utilities and home energy costs arrears; and

(v) other expenses related to housing incurred due, directly or indirectly, to the novel coronavirus disease (COVID-19) outbreak, as defined by the Secretary. Such assistance shall be provided for a period not to exceed 12 months except that grantees may provide assistance for an additional 3 months only if necessary to ensure housing stability for a household subject to the availability of funds.

(B) LIMITATION ON ASSISTANCE FOR PROSPECTIVE RENT PAYMENTS.—

(i) IN GENERAL.—Subject to the exception in clause (ii), an eligible grantee shall not provide an eligible household with financial assistance for prospective rent payments for more than 3 months based on any application by or on behalf of the household.

(ii) EXCEPTION.—For any eligible household described in clause (i), such household may receive financial assistance for prospective rent payments for additional months:

(I) subject to the availability of remaining funds currently allocated to the eligible grantee, and

(II) based on a subsequent application for additional financial assistance provided that the total months of financial assistance provided to the household do not exceed the total months of assistance allowed under subparagraph (A).

(iii) FURTHER LIMITATION.—To the extent that applicants have rental arrears, grantees may not make commitments for prospective rent payments unless they have also provided assistance to reduce an eligible household's rental arrears.

(C) DISTRIBUTION OF FINANCIAL ASSISTANCE.—

(i) PAYMENTS.—

(I) IN GENERAL.—With respect to financial assistance for rent and rental arrears and utilities and home energy costs and utility and home energy costs arrears provided to an eligible household from a payment made under this section, an eligible grantee shall make payments to a lessor or utility provider on behalf of the eligible household, except that, if the lessor or utility provider does not agree to accept such payment from the grantee after outreach to the lessor or utility provider by the grantee, the grantee may make such payments directly to the eligible household for the purpose of making payments to the lessor or utility provider.

(II) RULE OF CONSTRUCTION.—Nothing in this section shall be construed to invalidate any otherwise legitimate grounds for eviction.

(ii) DOCUMENTATION.—For any payments made by an eligible grantee to a lessor or utility provider on behalf of an eligible household, the eligible grantee shall provide documentation of such payments to such household.

(3) HOUSING STABILITY SERVICES.—Not more than 10 percent of funds received by an eligible grantee from a payment made under this section may be used to provide eligible households with case management and other services related to the novel coronavirus disease (COVID-19) outbreak, as defined by the Secretary, intended to help keep households stably housed.

(4) PRIORITIZATION OF ASSISTANCE.—

(A) In reviewing applications for financial assistance and housing stability services to eligible households from a payment made under this section, an eligible grantee shall prioritize consideration of the applications of an eligible household that satisfies any of the following conditions:

(i) The income of the household does not exceed 50 percent of the area median income for the household.

(ii) 1 or more individuals within the household are unemployed as of the date of the application for assistance and have not been employed for the 90-day period preceding such date.

(B) Nothing in this section shall be construed to prohibit an eligible grantee from providing a process for the further prioritizing of applications for financial assistance and housing stability services from a payment made under this section, including to eligible households in which 1 or more individuals within the household were unable to reach their place of employment or their place of employment was closed because of a public health order imposed as a direct result of the COVID-19 public health emergency.

(5) ADMINISTRATIVE COSTS.—

(A) IN GENERAL.—Not more than 10 percent of the amount paid to an eligible grantee under this section may be used for administrative costs attributable to providing financial assistance and housing stability services under paragraphs (2) and (3), respectively, including for data collection and reporting requirements related to such funds.

(B) NO OTHER ADMINISTRATIVE COSTS.—Amounts paid under this section shall not be used for any administrative costs other than to the extent allowed under subparagraph (A).

(d) REALLOCATION OF UNUSED FUNDS.—Beginning on September 30, 2021, the Secretary shall recapture excess funds, as determined by the Secretary, not obligated by a grantee for the purposes described under subsection (c) and the Secretary shall reallocate and repay such amounts to eligible grantees who, at the time of such reallocation, have obligated at least 65 percent of the amount originally allocated and paid to such grantee under subsection (b)(1), only for the allowable uses described under subsection (c). The amount of any such reallocation shall be determined based on demonstrated need within a grantee's jurisdiction, as determined by the Secretary.

(e) AVAILABILITY.—

(1) IN GENERAL.—Funds provided to an eligible grantee under a payment made under this section shall remain available through December 31, 2021.

(2) EXTENSION FOR FUNDS PROVIDED PURSUANT TO A REALLOCATION OF UNUSED FUNDS.—For funds reallocated to an eligible grantee pursuant to subsection (d), an eligible grantee may request, subject to the approval of the Secretary, a 90-day extension of the deadline established in paragraph (1).

(f) APPLICATION FOR ASSISTANCE BY LANDLORDS AND OWNERS.—

(1) IN GENERAL.—Subject to paragraph (2), nothing in this section shall preclude a landlord or owner of a residential dwelling from—

(A) assisting a renter of such dwelling in applying for assistance from a payment made under this section; or

(B) applying for such assistance on behalf of a renter of such dwelling.

(2) REQUIREMENTS FOR APPLICATIONS SUBMITTED ON BEHALF OF TENANTS.—If a landlord or owner of a residential dwelling submits an application for assistance from a payment made under this section on behalf of a renter of such dwelling—

(A) the landlord must obtain the signature of the tenant on such application, which may be documented electronically;

(B) documentation of such application shall be provided to the tenant by the landlord; and

(C) any payments received by the landlord from a payment made under this section shall be used to satisfy the tenant's rental obligations to the owner.

(g) REPORTING REQUIREMENTS.—

(1) IN GENERAL.—The Secretary, in consultation with the Secretary of Housing and Urban Development, shall provide public reports not less frequently than quarterly regarding the use of funds made available under this section, which shall include, with respect to each eligible grantee under this section, both for the past quarter and over the period for which such funds are available—

(A) the number of eligible households that receive assistance from such payments;

(B) the acceptance rate of applicants for assistance;

(C) the type or types of assistance provided to each eligible household;

(D) the average amount of funding provided per eligible household receiving assistance;

(E) household income level, with such information disaggregated for households with income that—

(i) does not exceed 30 percent of the area median income for the household;

(ii) exceeds 30 percent but does not exceed 50 percent of the area median income for the household; and

(iii) exceeds 50 percent but does not exceed 80 percent of area median income for the household; and

(F) the average number of monthly rental or utility payments that were covered by the funding amount that a household received, as applicable.

(2) DISAGGREGATION.—Each report under this subsection shall disaggregate the information relating to households provided under subparagraphs (A) through (F) of paragraph (1)

by the gender, race, and ethnicity of the primary applicant for assistance in such households.

(3) ALTERNATIVE REPORTING REQUIREMENTS FOR CERTAIN GRANTEES.—The Secretary may establish alternative reporting requirements for grantees described in subsection (b)(2).

(4) PRIVACY REQUIREMENTS.—

(A) IN GENERAL.—Each eligible grantee that receives a payment under this section shall establish data privacy and security requirements for the information described in paragraph (1) that—

(i) include appropriate measures to ensure that the privacy of the individuals and households is protected;

(ii) provide that the information, including any personally identifiable information, is collected and used only for the purpose of submitting reports under paragraph (1); and

(iii) provide confidentiality protections for data collected about any individuals who are survivors of intimate partner violence, sexual assault, or stalking.

(B) STATISTICAL RESEARCH.—

(i) IN GENERAL.—The Secretary—

(I) may provide full and unredacted information provided under subparagraphs (A) through (F) of paragraph (1), including personally identifiable information, for statistical research purposes in accordance with existing law; and

(II) may collect and make available for statistical research, at the census tract level, information collected under subparagraph (A).

(ii) APPLICATION OF PRIVACY REQUIREMENTS.—A recipient of information under clause (i) shall establish for such information the data privacy and security requirements described in subparagraph (A).

(5) NONAPPLICATION OF THE PAPERWORK REDUCTION ACT.—Subchapter I of chapter 35 of title 44, United States Code, shall not apply to the collection of information for the reporting or research requirements specified in this subsection.

(h) ADMINISTRATIVE EXPENSES OF THE SECRETARY.—Of the funds appropriated pursuant to subsection (a), not more than \$15,000,000 may be used for administrative expenses of the Secretary in administering this section, including technical assistance to grantees in order to facilitate effective use of funds provided under this section.

(i) Inspector General Oversight; Recoupment

(1) OVERSIGHT AUTHORITY.—The Inspector General of the Department of the Treasury shall conduct monitoring and oversight of the receipt, disbursement, and use of funds made available under this section.

(2) RECOUPMENT.—If the Inspector General of the Department of the Treasury determines that a State, Tribal government, or unit of local government has failed to comply with subsection (c), the amount equal to the amount of funds used in violation of such subsection shall be booked as a debt of such entity owed to the Federal Government. Amounts recovered under this subsection shall be deposited into the general fund of the Treasury.

(3) APPROPRIATION.—Out of any money in the Treasury of the United States not otherwise appropriated, there are appropriated to the Office of the Inspector General of the Department of the Treasury, \$6,500,000 to carry out oversight and recoupment activities under this subsection. Amounts appropriated under the preceding sentence shall remain available until expended.

(4) AUTHORITY OF INSPECTOR GENERAL.—Nothing in this subsection shall be construed to diminish the authority of any Inspector General, including such authority as provided in the Inspector General Act of 1978 (5 U.S.C. App.)

(j) TREATMENT OF ASSISTANCE.—Assistance provided to a household from a payment made under this section shall not be regarded as income and shall not be regarded as a resource for purposes of determining the eligibility of the household or any member of the household for benefits or assistance, or the amount or extent of benefits or assistance, under any Federal program or under any State or local program financed in whole or in part with Federal funds.

(k) DEFINITIONS.—In this section:

(1) AREA MEDIAN INCOME.—The term “area median income” means, with respect to a household, the median income for the area in which the household is located, as determined by the Secretary of Housing and Urban Development.

(2) ELIGIBLE GRANTEE.—The term “eligible grantee” means any of the following:

(A) A State (as defined in section 601(g)(4) of the Social Security Act (42 U.S.C. 801(g)(4)).

(B) A unit of local government (as defined in paragraph (5)).

(C) An Indian tribe or its tribally designated housing entity (as such terms are defined in section 4 of the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4103)) that was eligible to receive a grant under title I of such Act (25 U.S.C. 4111 et seq.) for fiscal year 2020 from the amount appropriated under paragraph (1) under the heading “NATIVE AMERICAN PROGRAMS” under the heading “PUBLIC AND INDIAN HOUSING” of title II of division H of the Further Consolidated Appropriations Act, 2020 (Public Law 116–94) to carry out the Native American Housing Block Grants program. For the avoidance of doubt, the term Indian tribe shall include Alaska native corporations established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.).

(D) The Department of Hawaiian Homelands.

(3) ELIGIBLE HOUSEHOLD.—

(A) IN GENERAL.—The term “eligible household” means a household of 1 or more individuals who are obligated to pay rent on a residential dwelling and with respect to which the eligible grantee involved determines—

(i) that 1 or more individuals within the household has

(I) qualified for unemployment benefits or

(II) experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly,

to the novel coronavirus disease (COVID-19) outbreak, which the applicant shall attest in writing; (ii) that 1 or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability, which may include—

(I) a past due utility or rent notice or eviction notice;

(II) unsafe or unhealthy living conditions; or

(III) any other evidence of such risk, as determined by the eligible grantee involved; and

(iii) the household has a household income that is not more than 80 percent of the area median income for the household.

(B) EXCEPTION.—To the extent feasible, an eligible grantee shall ensure that any rental assistance provided to an eligible household pursuant to funds made available under this section is not duplicative of any other Federally funded rental assistance provided to such household.

(C) INCOME DETERMINATION.—

(i) In determining the income of a household for purposes of determining such household's eligibility for assistance from a payment made under this section (including for purposes of subsection (c)(4)), the eligible grantee involved shall consider either

(I) the household's total income for calendar year 2020, or

(II) subject to clause (ii), sufficient confirmation, as determined by the Secretary, of the household's monthly income at the time of application for such assistance.

(ii) In the case of income determined under subclause (II), the eligible grantee shall be required to re-determine the eligibility of a household's income after each such period of 3 months for which the household receives assistance from a payment made under this section.

(4) INSPECTOR GENERAL.—The term "Inspector General" means the Inspector General of the Department of the Treasury.

(5) SECRETARY.—The term "Secretary" means the Secretary of the Treasury.

(6) UNIT OF LOCAL GOVERNMENT.—The term "unit of local government" has the meaning given such term in paragraph (2) of section 601(g) of the Social Security Act (42 U.S.C. 801(g)), except that, in applying such term for purposes of this section, such paragraph shall be applied by substituting "200,000" for "500,000".

(I) TERMINATION OF PROGRAM.—The authority of an eligible grantee to make new obligations to provide payments under subsection (c) shall terminate on the date established in subsection (e) for that eligible grantee. Amounts not expended in accordance with this section shall revert to the Department of the Treasury.

OMB Approved No.: 1505-0266
Expiration Date: 7/31/21

Clackamas Women's Services
H3S# 10100, Subrecipient # 21-023
EXHIBIT I

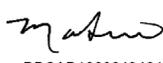
U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

Recipient name and address: [Recipient to provide] Clackamas Women's Services 256 Warner Milne Rd. Oregon City, OR 97045	DUNS Number: [Recipient to provide] 959059759 Taxpayer Identification Number: [Recipient to provide] 93-0900119
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Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) authorizes the Department of the Treasury ("Treasury") to make payments to certain recipients to be used to provide emergency rental assistance.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Melissa Erlbaum Executive Director

DocuSigned by:

Authorized Representative:
DBCAD1860649464...

Title: [To be signed by chief executive officer if recipient is a local government.]

Date signed: 4/21/2021

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

March 26, 2021

Effective as of the date hereof, the award terms accepted by Recipient as a condition to the receipt of payment from Treasury pursuant to section 501 of Subdivision N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) are amended as follows:

Section 3 is amended by replacing “December 31, 2021” with “September 30, 2022”.

Section 4 is deleted in its entirety and replaced with the following:

4. Administrative costs.
 - a. Recipient may use funds provided to the Recipient to cover both direct and indirect costs.
 - b. The total of all administrative costs, whether direct or indirect costs, may not exceed 10 percent of the total amount of the total award.

Attached hereto are the award terms restated to reflect this amendment.

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as “Section 501”).
2. Repayment and reallocation of funds.
 - a. Recipient agrees to repay excess funds to Treasury in the amount as may be determined by Treasury pursuant to Section 501(d). Such repayment shall be made in the manner and by the date, which shall be no sooner than September 30, 2021, as may be set by Treasury.
 - b. The reallocation of funds provided by Section 501(d) shall be determined by Treasury and shall be subject to the availability of funds at such time.
3. Availability of funds.
 - a. Recipient acknowledges that, pursuant to Section 501(e), funds provided under this award shall remain available only through September 30, 2022, unless, in the case of a reallocation made by Treasury pursuant to section 501(d), Recipient requests and receives from Treasury an extension of up to 90 days.
 - b. Any such requests for extension shall be provided in the form and shall include such information as Treasury may require.
 - c. Amounts not expended by Recipient in accordance with Section 501 shall be repaid to Treasury in the manner specified by Treasury.
4. Administrative costs.
 - a. Recipient may use funds provided to the Recipient to cover both direct and indirect costs.
 - b. The total of all administrative costs, whether direct or indirect costs, may not exceed 10 percent of the total amount of the total award.
5. Reporting.
 - a. Recipient agrees to comply with any reporting obligations established by Treasury, including the Treasury Office of Inspector General, as relates to this award, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations under section 501(g) and (ii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
 - b. Recipient agrees to establish data privacy and security requirements as required by Section 501(g)(4).

6. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 501(c) regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of Section 501 and Treasury interpretive guidance regarding such requirements. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

9. False Statements. Recipient understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

10. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

11. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are not repaid by Recipient as may be required by Treasury pursuant to Section 501(d) shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
- c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

- d. Funds for payment of a debt must not come from other federally sponsored programs.

12. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

13. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; and/or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

**U.S. Department of the Treasury
Emergency Rental Assistance
Frequently Asked Questions
Revised March 26, 2021**

The Department of the Treasury (Treasury) is providing these frequently asked questions (FAQs) as guidance regarding the requirements of the Emergency Rental Assistance (ERA) program established by section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (the Act). These FAQs will be supplemented by additional guidance.¹

1. Who is eligible to receive assistance under the Act and how should a grantee document the eligibility of a household?

A grantee may only use the funds provided in the ERA to provide financial assistance and housing stability services to eligible households. To be eligible, a household must be obligated to pay rent on a residential dwelling and the grantee must determine that:

- i. one or more individuals within the household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 outbreak;
- ii. one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and
- iii. the household has a household income at or below 80% of area median income.

The FAQs below describe the documentation requirements for each of these conditions of eligibility. These requirements provide for various means of documentation so that grantees may extend this emergency assistance to vulnerable populations without imposing undue documentation burdens. As described below, given the challenges presented by the COVID-19 pandemic, grantees may be flexible as to the particular form of documentation they require, including by permitting photocopies or digital photographs of documents, e-mails, or attestations from employers, landlords, caseworkers, or others with knowledge of the household's circumstances. Grantees must require all applications for assistance to include an attestation from the applicant that all information included is correct and complete.

In all cases, grantees must document their policies and procedures for determining a household's eligibility to include policies and procedures for determining the prioritization of households in compliance with the statute and maintain records of their determinations. Grantees must also have controls in place to ensure compliance with their policies and procedures and prevent fraud. Grantees must specify in their policies and procedures under what circumstances they will accept written attestations from the applicant without further documentation to determine any aspect of eligibility or the amount of assistance, and in such cases, grantees must have in place reasonable validation or fraud-prevention procedures to prevent abuse.

¹ On March 16, 2021, FAQ 7 was revised to add rental security deposits as a permissible relocation expense and clarify that application or screening fees are permissible rental fees and FAQs 26–28 were added. On March 26, 2021, FAQ 29 was added.

2. How should applicants document that a member of the household has qualified for unemployment benefits, experienced a reduction in income, incurred significant costs, or experienced other financial hardship due to the COVID-19 outbreak?

A grantee must document that one or more members of the applicant’s household either (i) qualified for unemployment benefits or (ii) experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 outbreak. If the grantee is relying on clause (i) for this determination, the grantee is permitted to rely on either a written attestation signed by the applicant or other relevant documentation regarding the household member’s qualification for unemployment benefits. If the grantee is relying on clause (ii) for this determination, the Act requires the grantee to obtain a written attestation signed by the applicant that one or more members of the household meets this condition.

3. How should a grantee determine that an individual within a household is at risk of experiencing homelessness or housing instability?

The Act requires that one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability, which may include (i) a past due utility or rent notice or eviction notice, (ii) unsafe or unhealthy living conditions, or (iii) any other evidence of risk, as determined by the grantee. Grantees should adopt policies and procedures addressing how they will determine the presence of unsafe or unhealthy living conditions and what evidence of risk to accept in order to support their determination that a household satisfies this requirement.

4. The Act limits eligibility to households with income that does not exceed 80 percent of the median income for the area in which the household is located, as determined by the Department of Housing and Urban Development (HUD), but does not provide a definition of household income. How is household income defined for purposes of the ERA program? How will income be documented and verified?

Definition of Income: With respect to each household applying for assistance, grantees may choose between using HUD’s definition of “annual income” in 24 CFR 5.609² and using adjusted gross income as defined for purposes of reporting under Internal Revenue Service Form 1040 series for individual federal annual income tax purposes.

Methods for Income Determination: The Act provides that grantees may determine income eligibility based on either (i) the household’s total income for calendar year 2020, or (ii) sufficient confirmation of the household’s monthly income at the time of application, as determined by the Secretary of the Treasury (Secretary).

If a grantee uses a household’s monthly income to determine eligibility, the grantee should review the monthly income information provided at the time of application and extrapolate over a 12-month period to determine whether household income exceeds 80 percent of area median income. For example, if the applicant provides income information for two months, the grantee should multiply it by six to determine the annual amount. If a household qualifies based on monthly income, the grantee must redetermine the household income eligibility every three months for the duration of assistance.

Documentation of Income Determination: Grantees must have a reasonable basis under the circumstances for determining income. Except as discussed below, this generally requires a written attestation from the applicant as to household income and also documentation available to the applicant to support the

² See https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=24:1.1.1.1.5#se24.1.5_1609.

determination of income, such as paystubs, W-2s or other wage statements, tax filings, bank statements demonstrating regular income, or an attestation from an employer. As discussed below, under limited circumstances, a grantee may rely on a written attestation from the applicant without further documentation of household income. Grantees have discretion to provide waivers or exceptions to this documentation requirement to accommodate disabilities, extenuating circumstances related to the pandemic, or a lack of technological access. In these cases, the grantee is still responsible for making the required determination regarding the applicant's household income and documenting that determination.

Categorical Eligibility: If an applicant's household income has been verified to be at or below 80 percent of the area median income in connection with another local, state, or federal government assistance program, grantees are permitted to rely on a determination letter from the government agency that verified the applicant's household income, provided that the determination for such program was made on or after January 1, 2020.

Written Attestation Without Further Documentation: To the extent that a household's income, or a portion thereof, is not verifiable due to the impact of COVID-19 (for example, because a place of employment has closed) or has been received in cash, or if the household has no qualifying income, grantees may accept a written attestation from the applicant regarding household income. If such a written attestation without further documentation is relied on, the grantee must reassess household income for such household every three months. In appropriate cases, grantees may rely on an attestation from a caseworker or other professional with knowledge of a household's circumstances to certify that an applicant's household income qualifies for assistance.

Definition of Area Median Income: The area median income for a household is the same as the income limits for families published in accordance with 42 U.S.C. 1437a(b)(2), available under the heading for "Access Individual Income Limits Areas" at <https://www.huduser.gov/portal/datasets/il.html>.³

5. The Act provides that ERA funds may be used for rent and rental arrears. How should a grantee document where an applicant resides and the amount of rent or rental arrears owed?

Grantees must obtain, if available, a current lease, signed by the applicant and the landlord or sublessor that identifies the unit where the applicant resides and establishes the rental payment amount. If a household does not have a signed lease, documentation of residence may include evidence of paying utilities for the residential unit, an attestation by a landlord who can be identified as the verified owner or management agent of the unit, or other reasonable documentation as determined by the grantee. In the absence of a signed lease, evidence of the amount of a rental payment may include bank statements, check stubs, or other documentation that reasonably establishes a pattern of paying rent, a written attestation by a landlord who can be verified as the legitimate owner or management agent of the unit, or other reasonable documentation as defined by the grantee in its policies and procedures.

Written Attestation: If an applicant is able to provide satisfactory evidence of residence but is unable to present adequate documentation of the amount of the rental obligation, grantees may accept a written attestation from the applicant to support the payment of assistance up to a monthly maximum of 100% of the greater of the Fair Market Rent or the Small Area Fair Market Rent for the area in which the applicant resides, as most recently determined by HUD and made available at <https://www.huduser.gov/portal/datasets/fmr.html>. In this case, the applicant must also attest that the

³ Specifically, 80% of area median income is the same as "low income." For the purpose of prioritizing rental assistance as described in FAQ 22 below, pursuant to section 501(c)(4)(A) of Subdivision N of the Act, 50 percent of the area median income for the household is the same as the "very low-income limit" for the area in question.

household has not received, and does not anticipate receiving, another source of public or private subsidy or assistance for the rental costs that are the subject of the attestation. This limited payment is intended to provide the most vulnerable households the opportunity to gather additional documentation or negotiate with landlords in order to avoid eviction. Such assistance may only be provided for three months at a time. A grantee must obtain evidence of rent owed consistent with the above after three months in order to provide further assistance to such a household; Treasury expects that in most cases the household would be able to provide documentation of the amount of the rental obligation in any applications for further assistance.

6. The Act provides that ERA funds may be used for “utilities and home energy costs” and “utilities and home energy costs arrears.” How are those terms defined and how should those costs be documented?

Utilities and home energy costs are separately stated charges related to the occupancy of rental property. Accordingly, utilities and home energy costs include separately stated electricity, gas, water and sewer, trash removal, and energy costs, such as fuel oil. Payments to public utilities are permitted.

All payments for utilities and home energy costs should be supported by a bill, invoice, or evidence of payment to the provider of the utility or home energy service.

Utilities and home energy costs that are covered by the landlord will be treated as rent.

7. The Act provides that ERA funds may be used for “other expenses related to housing incurred due, directly or indirectly, to” the COVID-19 outbreak, as defined by the Secretary. What are some examples of these “other expenses”? (updated March 16, 2021)

The Act requires that other expenses must be related to housing and be incurred due directly or indirectly due to COVID-19. Such expenses include relocation expenses, which may include rental security deposits, and rental fees, which may include application or screening fees, if a household has been temporarily or permanently displaced due to the COVID-19 outbreak; reasonable accrued late fees (if not included in rental or utility arrears and if incurred due to COVID-19); and Internet service provided to the rental unit. Internet service provided to a residence is related to housing and is in many cases a vital service that allows renters to engage in distance learning, telework, and telemedicine and obtain government services. However, given that coverage of Internet would reduce the amount of funds available for rental assistance, grantees should adopt policies that govern in what circumstances that they will determine that covering this cost would be appropriate.

All payments for housing-related expenses must be supported by documentary evidence such as a bill, invoice, or evidence of payment to the provider of the service. As discussed in FAQ 26 below, under certain circumstances, the cost of a hotel stay may also be covered as an “other expense.”

8. Must a beneficiary of the rental assistance program have rental arrears?

No. The statute does not prohibit the enrollment of households for only prospective benefits. Section 501(c)(2)(B)(iii) of Division N of the Act does provide that if an applicant has rental arrears, the grantee may not make commitments for prospective rent payments unless it has also provided assistance to reduce the rental arrears.

9. May a grantee provide assistance for arrears that have accrued before the date of enactment of the statute?

Yes, but not before March 13, 2020, the date of the emergency declaration pursuant to section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5191(b).

10. Is there a limit on financial assistance for prospective rent?

Yes. Under the Act, financial assistance for prospective rent payments is limited to three months based on any application by or on behalf of the household, except that the household may receive assistance for prospective rent payments for additional months (i) subject to the availability of remaining funds currently allocated to the grantee, and (ii) based on a subsequent application for additional assistance provided that the total months of assistance provided to the household do not exceed 12 months (plus an additional three months if necessary to ensure housing stability for the household, subject to the availability of funds).

11. Must a grantee pay for all of a household's rental or utility arrears?

No. The full payment of arrears is allowed up to the 12-month limit established by the statute. Grantees may provide assistance for an additional three months if the grantee determines that further assistance is necessary to ensure housing stability. A grantee may structure a program to provide less than full coverage of arrears.

12. What outreach must be made by a grantee to a landlord or utility provider before determining that the landlord or utility provider will not accept direct payment from the grantee?

Treasury expects that in general, rental and utility assistance can be provided most effectively and efficiently when the landlord or utility provider participates in the program. As required by the Act, grantees must make reasonable efforts to obtain the cooperation of landlords and utility providers to accept payments from the ERA program. Outreach will be considered complete if (i) a request for participation is sent in writing, by mail, to the landlord or utility provider, and the addressee does not respond to the request within 14 calendar days after mailing; (ii) the grantee has made at least three attempts by phone, text, or e-mail over a 10 calendar-day period to request the landlord or utility provider's participation; or (iii) a landlord confirms in writing that the landlord does not wish to participate. The final outreach attempt or notice to the landlord must be documented. The cost of contacting landlords would be an eligible administrative cost.

13. Is there a requirement that the eligible household have been in its current rental home when the public health emergency with respect to COVID-19 was declared?

No. Payments under ERA are provided to help households meet housing costs that they are unable to meet as a result of the COVID-19 pandemic. There is no requirement regarding the length of tenure in the current unit.

14. What data should a grantee collect regarding households to which it provides rental assistance in order to comply with Treasury's reporting and recordkeeping requirements?

Treasury will provide instructions at a later time as to what information grantees must report to Treasury and how this information must be reported. At a minimum, in order to ensure that Treasury is able to fulfill its quarterly reporting requirements under section 501(g) of Division N of the Act and its ongoing

monitoring and oversight responsibilities, grantees should anticipate the need to collect from households and retain records on the following:

- Address of the rental unit;
- For landlords and utility providers, the name, address, and Social Security number, tax identification number or DUNS number;
- Amount and percentage of monthly rent covered by ERA assistance;
- Amount and percentage of separately stated utility and home energy costs covered by ERA assistance;
- Total amount of each type of assistance provided to each household (*i.e.*, rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing incurred due directly or indirectly to the COVID-19 outbreak);
- Amount of outstanding rental arrears for each household;
- Number of months of rental payments and number of months of utility or home energy cost payments for which ERA assistance is provided;
- Household income and number of individuals in the household; and
- Gender, race, and ethnicity of the primary applicant for assistance.

Grantees should also collect information as to the number of applications received in order to be able to report to Treasury the acceptance rate of applicants for assistance.

Treasury's Office of Inspector General may require the collection of additional information in order to fulfill its oversight and monitoring requirements.⁴ Treasury will provide additional information regarding reporting to Treasury at a future date. Grantees must comply with the requirement in section 501(g)(4) of Division N of the Act to establish data privacy and security requirements for information they collect.⁵

The assistance listing number assigned to the ERA program is 21.023.

15. The statute requires that ERA payments not be duplicative of any other federally funded rental assistance provided to an eligible household. Are tenants of federally subsidized housing, *e.g.*, Low Income Housing Credit, Public Housing, or Indian Housing Block Grant-assisted properties, eligible for ERA?

An eligible household that occupies a federally subsidized residential or mixed-use property may receive ERA assistance, provided that ERA funds are not applied to costs that have been or will be reimbursed under any other federal assistance.

If an eligible household receives a monthly federal subsidy (*e.g.*, a Housing Choice Voucher, Public Housing, or Project-Based Rental Assistance) and the tenant rent is adjusted according to changes in

⁴ Note that this FAQ is not intended to address all reporting requirements that will apply to the ERA program but rather to note for grantees information that they should anticipate needing to collect from households with respect to the provision of rental assistance.

⁵ Specifically, the Act requires grantees to establish data privacy and security requirements for certain information regarding applicants that (i) include appropriate measures to ensure that the privacy of the individuals and households is protected; (ii) provide that the information, including any personally identifiable information, is collected and used only for the purpose of submitting reports to Treasury; and (iii) provide confidentiality protections for data collected about any individuals who are survivors of intimate partner violence, sexual assault, or stalking.

income, the renter household may receive ERA assistance for the tenant-owed portion of rent or utilities that is not subsidized.

Pursuant to section 501(k)(3)(B) of Subdivision N of the Act and 2 CFR 200.403, when providing ERA assistance, the grantee must review the household's income and sources of assistance to confirm that the ERA assistance does not duplicate any other assistance, including federal, state, or local assistance provided for the same costs. Grantees may rely on an attestation from the applicant regarding non-duplication with other government assistance in providing assistance to a household. Grantees with overlapping or contiguous jurisdictions are particularly encouraged to coordinate and participate in joint administrative solutions to meet this requirement.

16. May a Tribe or Tribally Designated Housing Entity (TDHE) provide assistance to Tribal members living outside Tribal lands?

Yes. Tribal members living outside Tribal lands may receive ERA funds from their Tribe or TDHE, provided they are not already receiving assistance from another Tribe or TDHE, state, or local government.

17. May a Tribe or TDHE provide assistance to non-Tribal members living on Tribal lands?

Yes. A Tribe or TDHE may provide ERA funds to non-Tribal members living on Tribal lands, provided these individuals are not already receiving assistance from another Tribe or TDHE, state, or local government.

18. May a grantee provide assistance to households for which the grantee is the landlord?

Yes. A grantee may provide assistance to households for which the grantee is the landlord provided that the grantee complies with the all provisions of the Act, the award terms, and this guidance and that no preferences beyond those outlined in the Act are given to households that reside in the grantee's own properties.

19. May a grantee provide assistance to a renter household with respect to utility or energy costs without also covering rent?

Yes. A grantee is not required to provide assistance with respect to rent in order to provide assistance with respect to utility or energy costs. The limitations in section 501(c)(2)(B) of Division N of the Act limiting assistance for prospective rent payments do not apply to the provision of utilities or home energy costs.

20. May a grantee provide ERA assistance to homeowners to cover their mortgage, utility, or energy costs?

No. Under the Act, ERA assistance may be provided only to eligible households, which is defined to include only households that are obligated to pay rent on a residential unit.

21. May grantees administer ERA programs by using contractors, subrecipients, or intergovernmental cooperation agreements?

Yes. Grantees may use ERA payments to make subawards to other entities, including non-profit organizations and local governments, to administer ERA programs on behalf of the grantees. The subrecipient monitoring and management requirements set forth in 2 CFR 200.331-200.333 will apply to such entities. Grantees may also enter into contracts using ERA payments for goods or services to implement ERA programs. Grantees must comply with the procurement standards set forth in 2 CFR 200.317-200.327 in entering into such contracts. Grantees are encouraged to achieve administrative efficiency and fiduciary responsibility by collaborating with other grantees in joint administrative solutions to deploying ERA resources.

22. The Act requires a prioritization of assistance for households with incomes less than 50% of area median income or households with one or more individuals that have not been employed for the 90-day period preceding the date of application. How should grantees prioritize assistance?

Grantees should establish a preference system for assistance that prioritizes assistance to households with incomes less than 50% area median income and to households with one or more members that have been unemployed for at least 90 days. Grantees should document the preference system they plan to use and should inform all applicants about available preferences.

23. The Act allows for up to 10 percent of the funds received by a grantee to be used for housing stability services related to the COVID-19 outbreak intended to keep households stably housed. What are some examples of these services?

Housing stability services related to the COVID-19 outbreak include those that enable eligible households to maintain or obtain housing. Such services may include housing counseling, fair housing counseling, case management related to housing stability, housing related services for survivors of domestic abuse or human trafficking, attorney's fees related to eviction proceedings, and specialized services for individuals with disabilities or seniors that supports their ability to access or maintain housing. Grantees using ERA funds for housing stability services must maintain records regarding such services and the amount of funds provided to them.

24. Are grantees required to remit interest earned on ERA payments made by Treasury?

No. ERA payments made by Treasury to states, territories, and the District of Columbia are not subject to the requirement of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 to remit interest to Treasury. ERA payments made by Treasury to local governments, Tribes, and TDHEs are not subject to the requirement of 2 CFR 200.305(b)(8)-(9) to maintain balances in an interest-bearing account and remit payments to Treasury.

25. When may Treasury recoup ERA funds from a grantee?

Treasury may recoup ERA funds from a grantee if the grantee does not comply with the applicable limitations on the use of those funds.

26. May rental assistance be provided to temporarily displaced households living in hotels or motels? (updated on March 16, 2021)

Yes. The cost of a hotel or motel room occupied by an eligible household may be covered using ERA assistance within the category of “other expenses related to housing incurred due, directly or indirectly, to the COVID-19 outbreak” provided that:

- i. the household has been temporarily or permanently displaced from its primary residence or does not have a permanent residence elsewhere;
- ii. the total months of assistance provided to the household do not exceed 12 months (plus an additional three months if necessary to ensure housing stability for the household); and
- iii. documentation of the hotel or motel stay is provided and the other applicable requirements provided in the statute and these FAQs are met.

The cost of the hotel or motel stay would not include expenses incidental to the charge for the room.

Grantees covering the cost of such stays must develop policies and procedures detailing under what circumstances they would provide assistance to cover such stays. In doing so, grantees should consider the cost effectiveness of offering assistance for this purpose as compared to other uses. If a household is eligible for an existing program with narrower eligibility criteria that can provide similar assistance for hotel or motel stays, such as the HUD Emergency Solutions Grant program or FEMA Public Assistance, grantees should utilize such programs prior to providing similar assistance under the ERA program.

27. May a renter subject to a “rent-to-own” agreement with a landlord be eligible for ERA assistance? (updated on March 16, 2021)

A grantee may provide financial assistance to households that are renting their residence under a “rent-to-own” agreement, under which the renter has the option (or obligation) to purchase the property at the end of the lease term, provided that a member of his or her household:

- i. is not a signor or co-signor to the mortgage on the property;
- ii. does not hold the deed or title to the property; and
- iii. has not exercised the option to purchase.

28. Under what circumstances may households living in manufactured housing (mobile homes) receive assistance? (updated on March 16, 2021)

Rental payments for either the manufactured home and/or the parcel of land the manufactured home occupies are eligible for financial assistance under ERAP. Households renting manufactured housing and/or the parcel of land the manufactured home occupies may also receive assistance for utilities and other expenses related to housing, as detailed in FAQ 7, above.

29. What are the applicable limitations on administrative expenses? (updated on March 26, 2021)

The Act provides that not more than 10 percent of the amount paid to a grantee under the ERA program may be used for administrative costs attributable to providing financial assistance and housing stability services to eligible households.

The revised award term issued by Treasury permits recipients to use funds provided to cover both direct and indirect costs. In accordance with the statutory limitation on administrative costs, the total of all administrative costs incurred by the grantee and all subrecipients, whether direct or indirect costs, may not exceed 10 percent of the total amount of the award provided to the grantee from Treasury. (The grantee may permit a subrecipient to incur more than 10 percent of the amount of the subaward issued to that subrecipient as long as the total of all administrative costs incurred by the grantee and all subrecipients, whether as direct or indirect costs, does not exceed 10 percent of the total amount of the award provided to the grantee from Treasury.)

Further, the revised award term no longer requires grantees to deduct administrative costs charged to the award from the amount available for housing stability services. Rather, any direct and indirect administrative costs must be allocated by the grantee to either the provision of financial assistance or the provision of housing stability services. As required by the Act, not less than 90 percent of the funds received by a grantee shall be used to provide financial assistance to eligible households. Not more than 10 percent of funds received by a grantee may be used to provide eligible households with housing stability services (discussed in FAQ 23). To the extent administrative costs are not readily allocable to one or the other of these categories, the grantee may assume an allocation of the relevant costs of 90 percent to financial assistance and 10 percent to housing stability services.

Grantees may apply their negotiated indirect cost rate to the award but only to the extent that the total of the amount charged pursuant to that rate and the amount of direct costs charged to the award does not exceed 10 percent of the amount of the award.

2019 – 2021 MASTER GRANT AGREEMENT
Exhibit A, Program Element PE 20
Supporting Tenants Accessing Rental Relief (STARR)
Program

- 1. Description.** The 2020 Third Special Session (HB 4401 and SB 5731), the Oregon Legislature provided state General Funds to operate the Supporting Tenants Accessing Rental Relief (STARR) Program to Oregon Housing and Community Services for the provision of rental assistance in response to the coronavirus (COVID-19) pandemic.

- 2. Scope of Work.**
 - A) Subgrantee shall, and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement together with applicable program requirements provided in ORS 458.650. The remaining provisions of this Section 2 are supplemental to and do not limit the obligations of Subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this Agreement.

 - B) Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with the program requirements, including but not limited to the following terms and conditions:
 1. Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care, developed coordinated entry requirements and department program requirements.
 2. Assure that program services are available to low-income households, including but not limited to, veterans, persons more than 65 years of age, disabled persons, farm workers and Native Americans, who meet program eligibility requirements. Populations not defined in Exhibit A, Definitions, shall be defined by Subgrantee.
 3. Conduct eligibility assessment for households who have lost employment or income related to COVID-19, been directly impacted by business closure related to COVID-19, diagnosed or exposed to COVID-19, or displaced or unstably housed as a result of public health measures taken to reduce the spread of COVID-19.
 4. Utilization of program funds to address the specific needs of various homeless subpopulations is allowable. Specific targeting of funds shall not violate any Fair Housing Act or anti-discriminatory requirements.

- 3. Program Specific Reporting.**
 - A) Subgrantee shall, and shall cause and shall require its subrecipients by contract to submit to the satisfaction of OHCS all HMIS reports as required in this Agreement. Subgrantee shall, and shall cause and shall require its subrecipients to assure that data collection and reporting, which includes personally identifiable information, be conducted through the use of OHCS-approved HMIS. Subgrantee may submit a written request for a reporting deadline extension when necessary. OHCS will provide a written response to that request declaring an approved or denied request.

B) Reports submitted shall include:

- a. Quarterly Provider Reports, due 20 days following the end of each fiscal quarter (October 20, January 20, April 20, July 20), to include ensuring that requests for funds have been submitted for all fiscal year expenses by July 30 of each fiscal year. Quarterly reports include personally identifiable information and other data collected through HMIS.
- b. Subgrantee shall provide additional reports as needed or requested by OHCS.

4. Performance Measures.

- A) Subgrantee shall, and shall cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goal:
- 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program.

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EXHIBIT L

Supporting Tenants Accessing Rental Relief (STARR) February 17, 2021



Program Guidance

Contacts

Oregon Housing and Community Services
Homeless Services Section
(503) 986-2000

Published date: February 17, 2021

Change Log

February 17, 2021

- Made various edits to grammar/sentence structure throughout manual
- Page 4 – Added dedicated email address for questions
- Page 4 – Removed Homeless Coordinated Entry Process requirements
- Page 10 – Updated Applicant Eligibility Table to include all bullet points for program specific eligibility (no new information)
- Page 14 – Added clarity on pre-paid rents, residency requirements, utility payments/deposits, tenant portion of subsidized rents and added hotel/motel vouchers as allowable.
- Page 15 – Added additional allowability of program delivery funds to be used to supplement program delivery expenses OHCS funded rental assistance programs.
- Page 15 – Provided clarity on administrative expenses specific to direct and indirect costs.
- Page 16 – Identified OPUS categories.
- Page 17 – Added clarity on the duplication of benefits issue with the Landlord Compensation Program.
- Page 18 – Added clarity that organizations should follow their CoC requirements regarding data timeliness.
- Page 19 – Removed reference to coordinated entry assessment in records requirements.

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For questions related to STARR, contact Homeless Services Staff by using the dedicated email address at: STARR.HCS@oregon.gov.

1. STARR Program Intent

The third Special Session of the Oregon State Legislature passed House Bill 4401, which provided funds to operate the Supporting Tenants Accessing Rental Relief (STARR) Program to Oregon Housing and Community Services (OHCS) for the provision of rental assistance to financially distressed households in response to the coronavirus (COVID-19) pandemic. The source of funds for the STARR Program may be a combination of federal and state funds, at the direction of Oregon Housing and Community Services.

Rental assistance will be provided for people who experienced a loss of income, experience compromised health condition or were diagnosed or exposed to COVID-19 and are displaced or are unstably housed as the result of public health measures taken to reduce the spread of COVID-19.

In addition, HB 4401 also funded the Landlord Compensation Program. The STARR Program will work in conjunction with the Landlord Compensation Program to help support landlords and tenants with rental assistance through this unprecedented time of need. More information on the Landlord Compensation Program may be found on the OHCS website at: <https://www.oregon.gov/ohcs/housing-assistance/Pages/landlord-compensation-fund.aspx>.

2. Program Summary

STARR provides rental assistance for households who have experienced a loss of income related to COVID-19, been directly impacted by business closure related to COVID-19, have a compromised health condition, diagnosed or exposed to COVID-19, and/or displaced or unstably housed as a public health measure to reduce the spread of COVID-19.

In order to qualify for assistance, households must meet:

- Income eligibility;
- Housing status requirements; and
- Other program specific eligibility requirements.

3. General Program Requirements

(A) *Release of Information*

Personally identifiable information is protected by federal laws (Privacy Act of 1974, as amended) and will be collected for the purpose of determining program eligibility, providing assistance/service, data collection, reporting and monitoring. Personally identifiable information will be shared with Oregon Housing and Community Services as is necessary to carry out the intent of an assistance or service program for the benefit of the person applying for such assistance or service and may be disclosed to Oregon Housing and Community Services without written authorization. Clients may also be asked to sign a Release of Information; however, refusal to sign such authorization cannot be the basis for denying program services to otherwise eligible clients. Client refusal to sign a Release of

Information does not negate the inclusion of personally identifiable information in secure reporting to Oregon Housing and Community Services. Oregon Housing and Community Services will de-identify client demographic data for the purposes of reporting. Subgrantees and their subrecipients must document in the client file that this privacy notification was provided to the client either verbally or in writing. For all other purposes of collecting personally identifiable information, subgrantees and their subrecipients must follow state and federal laws for the collection, use and sharing of client information.

(B) Confidentiality

Subgrantees and subrecipients must have policies and procedures that ensure all client information and records are secure and confidentially maintained. Subgrantee and subrecipient officers, employees and agents must be aware of and comply with the subgrantees' and subrecipients' confidentiality policies and procedures.

Confidential records include all applications, records, files, and communications relating to applicants for, and clients of, CRF-funded services.

Electronic collection of client information requires procedures for ensuring confidentiality including:

- Computer terminals must be located in a secure location, limiting access to only those persons who have a legitimate interest in and are responsible for client records;
- Computer monitors must be cleared (or a screen saver activated) immediately after accessing a client record;
- Computer terminals must be on a "locked" mode or turned off if the terminal is unattended; and
- Access to personally identifiable HMIS data shall be given to only authorized personnel as necessary for performing the work required for CRF-funded programs.

Note to Domestic Violence Providers:

Subgrantees and subrecipients must have procedures that ensure the safety and security of program participants who are victims of domestic violence, including maintaining strict confidentiality of records.

The confidential policy standards maintained by subgrantees and subrecipients must comply with all applicable local, state and federal requirements. All records shall be open for review to federal, state, and subgrantees' auditors and/or examiners in the course of their regular audits and monitoring functions of CRF-funded programs.

(C) Service Termination or Denial of Assistance

Subgrantees and subrecipients must have written termination, denial, and grievance policies and procedures. The policies and procedures should be readily available to program participants either at intake or by posting the policy in a public place. It is important to effectively communicate these policies and procedures to applicants/clients and ensure they are fully understood.

Subgrantees and subrecipients are required to provide **written notice** to applicants/clients when denied program assistance or assistance is terminated. The notice must include the specific reason(s) for the denial/termination and identify the steps to appeal the subgrantee's and subrecipient's decision.

(D) *Grievance and Appeals Process*

Subgrantees and subrecipient are required to have an established, written process for addressing client grievances for decisions, including termination or reduction of benefit, denial of benefit or other grievance. At a minimum, the process must include the following components:

- Informs the participant/applicant of the policy and policy must be posted in general locations in which a client/applicant is expected to be;
- Informs the participant/applicant that they may contest any subgrantee's or subrecipient's decision that denies (for any reason) or limits eligibility of participant/applicant and/or terminates or modifies any benefits and identifies the steps to follow to contest the decision;
- Allows any aggrieved person a minimum of thirty days to request an administrative review;
- Informs the applicant/participant of their right to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the decision;
- Informs OHCS of the request for administrative review within 10 days of receiving the request; and
- Informs the applicant/participant and OHCS in writing of the final determination and basis for the decision within ten days of the determination.

Any person or persons designated by subgrantee and subrecipient can complete the administrative review, other than the person who made or approved the decision under review or a subordinate of this person.

Subgrantees and subrecipients must make accommodations for clients who have language or disability barriers that would prevent them from participating in the appeals process.

OHCS retains the right to require modification of any review or appeals process that in its determination does not meet basic principles for notification, instruction, time allowance, impartiality, access and other necessary components.

(E) *Nondiscrimination*

Subgrantees and subrecipients are required to comply with all state and federal statutes relating to nondiscrimination. Subgrantees and subrecipients may not take any of the following actions based on race, color, national origin, religion, gender, familial status or disability (federal) or marital status, sexual orientation, gender identity or source of income (state):

- Refuse to accept an application for housing assistance or services
- Deny an application for housing assistance or services
- Set different terms, conditions or privileges for housing assistance or services
- Provide different or specific housing, facilities or services
- Falsely deny that housing is available for inspection or rental or that services are available
- Deny anyone access to a facility or service.

The Fair Housing Act prohibits discrimination based on protected classes in the housing activities of advertising, screening and unit rentals. Using a target population in screening is allowed; however, refusal to accept application or provide information on services or available housing to any protected class, even if these groups do not fit into your targeting strategy, is prohibited.

Screening criteria cannot be discriminatory and must be consistently applied. For example, a provider might decide to give priority to clients who graduate from a tenant readiness education program that is inclusive of all protected classes. If two applications come in at the same time and both meet the screening criteria, the applicant who also has the tenant readiness education experience could receive priority over the applicant who does not; however, providers should always accept the first applicant meeting their criteria or prioritization policy.

For more information, see the [Guide to Fair Housing for Nonprofit Housing and Shelter Providers](#) produced by the Fair Housing Council of Oregon, or contact them directly at www.fhco.org.

(F) *Limited English Proficiency*

The Federal government has issued a series of policy documents, guides and regulations describing how subgrantee and subrecipient should address the needs of citizens who have limited English proficiency (LEP). The abbreviated definition of persons with limited English proficiency is those who: have difficulty reading, writing, speaking, or understanding English, and do not use English as their primary language.

Subgrantee and subrecipients must have a LEP policy document that describes the actions subgrantee and subrecipient took to identify LEP populations in their service area and define actions they will take to provide language assistance and address language barriers. The policy must also state how and how often staff will receive training about assisting LEP persons, how the level of success of the policy will be identified and how changes will be made if needed.

Links to more information about Limited English Proficiency requirements are provided in the appendices “Applicable Rules and Regulations”.

Subgrantees and subrecipient should create a written Language Access Plan (LAP) to provide a framework to document how the agency’s programs will be accessible to all populations

in their service area. Subgrantees and subrecipient who serve few persons needing LEP assistance may choose not to establish a LAP; however, the absence of a written LAP does not release subgrantee's and subrecipient's obligation to ensure LEP persons have access to programs or activities.

(G) Conflict of Interest

Subgrantee and subrecipient must keep records to show compliance with program conflict of interest requirements.

(1) Organizational

The provision of any type or amount of assistance may not be conditioned on an individual's or household's acceptance or occupancy of emergency shelter or housing owned by subgrantee, subrecipient or an affiliated organization. Conflict of interest waivers regarding rent assistance and rental agreement requirements can only be approved by OHCS. If a subgrantee or subrecipient wishes to apply for a waiver, they should contact the OHCS homeless program analyst or manager for guidance in submission of a waiver request, which must be approved by OHCS.

A subgrantee and subrecipient may conduct a participant's intake assessment to determine program eligibility if the participant resides in housing where the subgrantee or subrecipient has ownership interest for the expediency of housing placement services and to create seamless service delivery while keeping the client engaged in services. A waiver of the conflict of interest policy for this purpose is not required for CRF-funded programs.

Subgrantees and subrecipients cannot steer potential renters to units owned or operated by the subgrantee or subrecipient, if the renters will be using a rent subsidy paid with any OHCS funds. Rent-subsidized tenants are free to enter into a rental contract with another landlord within the subgrantee or subrecipient's jurisdiction or they may choose to rent a unit owned or operated by the subgrantee or subrecipient. A waiver request is not required for this situation; however, subgrantees and subrecipients must comply with this provision of the conflict of interest policy.

(2) Individual

For the procurement of goods and services, subgrantee and subrecipient must comply with the codes of conduct and conflict of interest requirements under 24 CFR 85.36 (for governments) or 24 CFR 84.42 (for private nonprofit organizations).

Persons for whom the conflict of interest requirements apply include any person who is an employee, agent, consultant, officer or elected or appointed official of the subgrantee or subrecipient agency. No person who exercises or has exercised any functions or responsibilities with respect to activities assisted under the programs, or who is in a position to participate in decision-making processes or gain inside information with regard to activities assisted under the programs, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract or agreement with respect to an assisted activity; or have a financial

interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has a family or business tie, during his or her tenure or during the one-year period following his or her tenure.

(H) *Monitoring*

OHCS will conduct a program monitoring of subgrantees once every three years or more frequently at OHCS' discretion. Fiscal monitoring will be conducted annually unless circumstances require sooner. Subgrantees will be notified thirty (30) days in advance of the monitoring visit and informed of what documents and records will be reviewed and any required staff or Board interviews. OHCS will provide subgrantees with a written monitoring report inclusive of any findings, concerns or comments. Subgrantees are required to submit timely corrective action to findings and failure to do so may result in the withholding and/or return of CRF funds to OHCS.

Subgrantees must notify and receive approval from OHCS when adding subrecipients and/or renewing subrecipients. Notification and approval normally occurs during the Master Grant Agreement funding application process. However, if changes are made outside of the funding application, subgrantees must submit an Implementation Report Amendment Request form.

(I) *Subrecipient Monitoring*

Subgrantees must monitor their subrecipient organizations at least once during a biennium or the term of the Master Grant Agreement, as determined by OHCS. Subrecipient organization monitoring procedures must be in place and adequately ensure compliance with CRF program requirements. Monitoring reports will be retained by the subgrantee and available for review by OHCS or other authorized entity.

All subrecipients must comply with all program rules and regulations as noted in this program guidance, the Master Grant Agreement and Program Element: Scope of Work.

4. Applicant Eligibility

Program	Program Specific Eligibility	Housing Status Eligibility	Income Eligibility	Eligible Program Components
STARR	<ul style="list-style-type: none"> Loss of income due to COVID-19 related factors Impacted by business closure due to COVID-19 Diagnosed or exposed to COVID-19 Compromised health status Experienced financial hardship due to COVID-19 	<ul style="list-style-type: none"> Literally homeless Imminent risk of homelessness Fleeing Domestic Violence Homeless under other federal statutes Unstably housed 	<ul style="list-style-type: none"> At or below 80% AMI 	<ul style="list-style-type: none"> Program Delivery Homeless Prevention Rapid Re-Housing

(A) Household Composition

“Household” means an individual living alone, family with or without children, or a group of individuals who are living together as one economic unit.

(B) Housing Status

Homeless households are eligible to receive STARR-funded services; and unstably housed households can receive STARR services. Eligible applicants for program services must meet one of the following categorical definitions of homeless or unstably housed and at risk of homelessness:

Category 1: Literally Homeless—Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- Living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not exclusive to, a car, park, abandoned building, bus or train station, airport or camping ground);
 - Living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional shelter, and hotels or motels paid for by charitable organizations or by federal, state or local government programs);
- OR**
- Exiting an institution where he or she has resided for 90 days or less **AND** who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

Category 2: Imminent Risk of Homelessness—Individual or family who will imminently lose their primary nighttime residence provided that:

- The primary nighttime residence will be lost within 21 days of the date of application for homeless assistance;
- No subsequent residence has been identified; **AND**
- The individual or family lacks the resources or support networks (e.g., family, friends, faith-based or other social networks) needed to obtain other permanent housing.

Category 3: Homeless Under Other Federal Statutes—Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, (literally homeless, imminent risk of homelessness or fleeing/attempting to flee domestic violence) but who:

- Are defined as homeless under other listed federal statutes;
- Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the program assistance application;
- Have experienced persistent instability as measured by two moves or more during the preceding 60 days; **AND**
- Can be expected to continue in such status for an extended period of time due to special needs or barriers.

Category 4: Fleeing/Attempting to Flee Domestic Violence—Individual or family who:

- Is fleeing, or is attempting to flee, domestic violence;
- Has no other safe residence; **AND**
- Lacks the resources or support networks to obtain other permanent housing.

Category 5: Unstably Housed—Individual or family who:

- Is at risk of losing their housing, and does not otherwise qualify as homeless under the above listed (1-4) categories, provided that:
- They have been notified to vacate current residence or otherwise demonstrate high risk* of losing current housing; **AND**
- Lack the resources or support networks to obtain other permanent housing.

*High risk may be demonstrated by, but is not solely defined as: having experienced a loss of income or other threat to housing stability due to the COVID-19 crisis (For instance, a roommate or household member that was contributing to the rent is no longer able to pay their portion of the rent due to COVID), or displaced as a result of public health measures taken to reduce the spread of COVID19, and it is unknown if the problem will be resolved in time to avert a loss of housing. In addition, sharing housing of other persons due to loss of housing, economic hardship or a similar reason (“doubled up”) may demonstrate a high risk of losing current housing

(C) Income

STARR-provided services require applicants to be low income; i.e., gross household income at or below 80% of area median income.

Additional supplemental employment income issued during the COVID-19 pandemic is excluded for the purpose of income eligibility requirements.

Income includes the current gross income of all adult household members. Income earned by household members who are minors or full-time students **and** are not considered heads of household is excluded. While household assets should be identified to determine that a program applicant lacks the resources to obtain or retain permanent housing, they are generally not counted as income. There are other exceptions to income based on federal guidance, so please reach out to OHCS for additional clarification on what is counted toward income.

Subgrantee’s process for determining income eligibility and the documentation required should be consistent and must be applied equally across services that use or is supported by STARR funding. Subgrantees’ policies and procedures must identify what method they will use to determine income eligibility and exceptions to the policy, if any. Documentation methods may include:

- Previous 12 months of income;
- “Snapshot” of current income (at time of assessment);
- Previous 30 days of income.

Convert periodic wages to annual income by multiplying:

- 1. Hourly wages by the number of hours worked per year (2,080 hours for full-time employment with a 40-hour week and no overtime);*
- 2. Weekly wages by 52;*
- 3. Bi-weekly wages (paid every other week) by 26;*
- 4. Semi-monthly wages (paid twice each month) by 24; and*
- 5. Monthly wages by 12.*

To annualize other than full-time income, multiply the wages by the actual number of hours or weeks the person is expected to work.

(D) Program Specific Eligibility Criteria

STARR services require applicants to meet one of the program specific eligibility criteria to qualify for the programs:

- (1) Loss of employment or income due to COVID-19 related factors; **OR**
- (2) Directly impacted by business closure related to COVID-19; **OR**
- (3) Diagnosed or exposed to COVID-19; **OR**
- (4) Compromised health status or elevated risk of infection or vulnerability to health as related to COVID-19; **OR**
- (5) Incurred significant cost or experienced a financial hardship due to COVID-19.

(E) *Citizenship*

STARR funding is initially being released through state funds and does not have any citizenship requirements; however, if funds are converted to federal funds, additional citizenship requirements may apply. Subgrantees will be notified if this occurs. Any funds delivered before such conversion will not be subject to citizenship requirements; however, after notification of any fund conversion, Subgrantees may be expected to include citizenship documentation in the client file. More information will be provided and this guidance updated to include any such requirement.

(F) *Eligibility Documentation*

COVID-19 related eligibility may be documented through Self Certification and/or within guidelines for Remote Application and Documentation.

Self-Certification may include, but is not limited to:

- Declaration that a household member's health is at risk due to COVID-19 related factors,
- Employment or income has been lost due to COVID19 related factors,
- A household member has been directly impacted by a business closure related to COVID-19,
- A household member has been diagnosed with COVID19,
- Overcrowding has occurred in the household's current living situation and they have been requested to move due to COVID-19 social distancing guidelines.

Applicants who apply for assistance and provide eligibility documentation remotely may do so via electronic and other communication; e.g., phone, email, text, electronic messaging, mail and other electronic or remote means. The documentation must be kept in the client file.

Subgrantees and subrecipients are required to develop and maintain policies and procedures for the use of a remote application and eligibility documentation process and be available for review by OHCS, upon request. Such policies and procedures must be applied equally across services that use or are supported by STARR funding.

These policies and procedures must address the following elements:

- In what circumstances a remote application and documentation process will be used;
- Verification of the identity of the applicant;
- Verification and documentation of qualification for assistance in relation to program eligibility criteria;
- Verification and documentation as appropriate for ongoing demonstration of eligibility; and
- Notification and documentation to client in relation to release of information, service denial or termination and grievance and appeal requirements.

5. Allowable Program Components and Expenditures

Program related expenses are eligible for the period that begins April 1, 2020 and ends June 30, 2021. Rent payments incurred before 04/01/20 cannot be paid with STARR funds. Pre-paid rent payments after June 30, 2021 are not allowed. Rents may be paid from April 1, 2020 through June 30, 2021.

While STARR has no residency requirements related to the housing status of households, no assistance may be provided to households who reside outside of Oregon.

Program expenditures must be supported by documentation that demonstrates how the expenditure aligns with the allowable component.

(A) *Homelessness Prevention and Rapid Re-Housing*

STARR funding can pay for prevention services to enable households who are at imminent risk of homelessness or unstably housed to regain stability in their current housing or other permanent housing.

STARR funding can pay for rapid re-housing services to enable households who are literally homeless to transition directly to permanent housing.

Eligible homelessness prevention and rapid re-housing services include, but are not exclusive to:

STARR: Homelessness Prevention and Rapid Re-Housing
<ul style="list-style-type: none">• Rent payments*• Late fees and arrearages (one-time payment of arrears may be paid for past due rent incurred after 04/01/2020).• Utility payments and arrearages paid to landlords (utility payments to utility companies are not allowable; however, utility payments directly to landlords when utility payments are included as part of the rent or when a landlord charges a fee or a bill back to the tenant, are allowable retroactive to the beginning of the grant.) (utilities include water, sewer, garbage, gas, electricity, phone, internet) (arrears must be incurred after 04/01/2020),• Hotel/motel vouchers• Moving costs, security, pet deposits and application fees; and• Client direct services.

*Note: Rent payments that are paid on behalf of a tenant who is living in subsidized housing can be made for the **tenant portion of the rent only**. The portion of rent that is already subsidized (for instance, by a Section 8 Voucher) are not eligible for STARR payment. Please work closely with the Housing Authority or other entity providing the subsidy to ensure that no duplication of benefits is occurring.

(B) Program Delivery

STARR funding can pay for staff costs related to the delivery of program services to clients and may include, but is not limited to:

- (a) Case management;
- (b) Intake;
- (c) Data entry;
- (d) Landlord engagement;
- (e) Housing relocation assistance; and
- (f) To supplement program delivery expenses that exceed the allowable administration funds provided for the delivery of OHCS-funded Rental Assistance funds.

6. Financial Management

(A) Administration

Subgrantees are allowed to use up to fifteen percent (15%) of their total STARR allocation for administrative costs, including those allowed for subrecipient organizations with whom the subgrantee contracts. There is an expectation that administrative funds will be shared with subrecipients commensurate to the services provided through the program by subrecipients.

Please note, that indirect costs are allowed to be applied to the STARR Administration category.

Allowable administrative costs typically, but not exclusively, benefit the organization as a whole and cannot be attributed specifically to a particular program. All amounts billed to administration must be supported by actual costs.

Allowable costs include, but are not limited to:

- Senior executive management personnel salaries and benefits (unless they are directly involved in program operations), administrative staff travel costs;
- General services such as accounting, budget development, personnel, contracting, marketing, agency audit, agency insurance;
- Board expenses (excluding meals);
- Organization-wide membership fees and dues specific to homeless systems and programs;
- General agency facilities costs (including those associated with executive positions), such as rent, depreciation expenses, and operation and maintenance (as part of the organization's direct or indirect cost allocation plan);
- Equipment rental/purchase, insurance, utilities, and IT costs that are not program specific but relate to the administration of the agency as a whole;
- Directly allocable costs such as marketing and communications for the program;
- Indirect costs, including Negotiated Indirect Cost Rate Agreements (NICRA); and
- Allocated costs, consistent with an agency Cost Allocation Plan.

(B) Use of OPUS

The OPUS System is a web-based centralized data system designed to meet business-processing needs. Subgrantee staff must complete training before being authorized to use the fiscal operations program of OPUS. Training can be provided by the Fiscal Grant Specialist at OHCS.

This program uses the following categories within OPUS:

- Administration;
- Program Delivery;
- Homeless Prevention; and
- Rapid Re-Housing.

OHCS maintains an OPUS Manual and OPUS Help Desk. Staff can be reached at:

Email: opushelp@oregon.gov

Ph: (503) 986-2099

Toll Free: (800) 453-5511 Option 6

(C) Request for Funding Documentation

Subgrantees must retain supporting documentation of all costs charged to the applicable grant and be able to provide evidence that grant funds were spent on allowable costs. When subgrantee submits a Request for Funds (RFF) on OPUS, they are required to download documentation of the costs for which they are requesting payment. Any RFF submitted without accompanying documentation or with insufficient documentation will be returned to the subgrantee with instructions to provide additional information.

(D) Budget Change Requests and Implementation Report Amendments

Changes in a subgrantee's scope of work may necessitate the submission of a budget change request. All budget changes require OHCS approval by submitting a Budget Change Request form electronically to: mga.fiscal@oregon.gov.

At the discretion of OHCS, additional information or an Implementation Report Amendment Request form may be required for a budget change request.

Implementation Report Amendments are required when there is a shift in program delivery and/or scope of work. All Implementation Report Amendments require OHCS approval by submitting an Implementation Report Amendment Request through the appropriate Smartsheet form. Find the amendment request form on the OHCS HSS Dashboard at: <https://app.smartsheet.com/b/publish?EQBCT=8a215621578a4f76ae98113d719d5e64>.

Subgrantees must notify, within 30 days, and receive approval from OHCS when adding subrecipients. Notification and approval normally occur during the Master Grant Agreement funding application process; however, if changes are made outside of the funding application, subgrantees must notify OHCS and obtain approval by submitting an Implementation Report Amendment Request through the appropriate Smartsheet form (<https://app.smartsheet.com/b/publish?EQBCT=8a215621578a4f76ae98113d719d5e64>).

(E) *Funds Spend Down*

Time Bound Expenditure Plans (TBEP) are required to be submitted. We know the increased spending rate will be challenging from a capacity perspective; however, STARR funds are required to adhere to all fiscal related Spend Down policies.

Subgrantees submit spenddown target to OHCS within the timeline specified by OHCS and in form and format approved by OHCS. OHCS will review subgrantee's grant spending in accordance with subgrantee's Master Grant Agreement and OHCS policy and will review expenditures for CRF-funded program twice per month.

Subgrantees must submit request for funds (RFF) on a monthly basis, at a minimum.

Subgrantees are expected to fully obligate or expend grant funds during each funding cycle in accordance with OHCS policy. Contact your OHCS Program Analyst for any questions regarding your expenditure of funds.

7. Data Requirements

(A) *Key Performance Measures*

The key performance measures of increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program applies to the STARR program.

(B) *Data Entry*

Subgrantees and their subrecipients are required to enter STARR related client data into the Service Point Homeless Management Information System (HMIS), except for data of victims of domestic violence clients, which must be entered into a comparable database that meets HMIS standards. Projects serving survivors of domestic violence where the operator is not a victim services provider are required to enter data in their HMIS. Subgrantees and subrecipients are responsible for acquiring and documenting informed written consent from program participants and protecting program participant's confidentiality.

The STARR program is providing the option of collecting LESS Data Elements, than regular OHCS programs, such as EHA. OHCS recognizes intensive case management may not be provided for each household. However, the data element of "Client's Residence/Last Permanent Address" will be required for this program. This address will be used to ensure landlords who are accessing the Landlord Compensation Fund in addition to their tenants accessing STARR funds are appropriately applying the payments and not duplicating benefits from the two programs. Tenants will not be penalized for accessing rental assistance on their own, but landlords may be required to apply STARR payments to proscriptive rent payments instead. CAA's are not responsible for this, it will be the responsibility of OHCS to work with the landlord on this process.

In addition to less data elements, OHCS is NOT requiring a Service Transaction with Fund for STARR. Instead, OHCS will employ OPUS for this direct service cost.

Additional guides and assistance with HMIS data entry, data quality and reporting may be found on our website at: <https://www.oregon.gov/ohcs/for-providers/Pages/index.aspx>.

(C) *Data Timeliness*

Timely and accurate data entry is critical to ensuring meaningful data analysis and reporting. Therefore, it is recommended that subgrantees and subrecipients enter data within three business days. Your local CoC may have more strict data timeliness requirements.

(D) *Required Data Elements*

HMIS Universal and OHCS-required Data Elements that must be collected for ALL programs include, but are not limited to:

1. Name
2. Social Security Number
3. Date of Birth
4. Race/Race Additional
5. Ethnicity
6. Gender
7. Veteran Status
8. Disabling Condition
9. Current Living Situation
10. Prior Living Situation
11. Project Start Date
12. Project Exit Date
13. Destination
14. Relationship to Head of Household
15. Client Location
16. Current County of Residence (for CAAs that cover more than one county)
17. Percent of AMI
18. Client's Residence/Last Permanent Address

(E) *Comparable Database*

Victim service providers are prohibited from entering data in HMIS; however, they are required to maintain comparable databases which provide aggregate information and data consistent with HMIS data collection requirements.

Comparable Databases must have the following characteristics:

- The victim service provider controls who can access and see client information;
- Access to the database is carefully controlled by the victim service provider;
- Meets the standards for security, data quality, and privacy of the HMIS within the Continuum of Care. The Comparable Database may use more stringent standards than the Continuum of Care's HMIS;
- Complies with all HUD-required technical specifications and data fields listed in HMIS;

- Be programmed to collect data with the most up-to-date HMIS Data Standards;
- Have the functionality necessary to de-duplicate client records within each system in order to provide an aggregate and unduplicated count of clients by project type;
- Be able to generate all reports required by federal and state partners, for example, the HUD-CoC APR, HUD-ESG CAPER and the OHCS Participant Demographic Report; and
- Data fields that can be modified and customized by the victim service provider to benefit clients.

Additionally, individual survivor data must be routinely destroyed as soon as the program no longer needs it to provide client services or to satisfy grant/legal requirements. Victim service providers may suppress aggregate data on specific client characteristics if the characteristics would be personally identifying. Finally, the program's contract with the database vendor should include binding agreements to ensure security of and program control over client data.

8. Records Requirements

(A) Case Files

Documentation of client eligibility and services received must be maintained in client case files (paper or electronically). Documentation for applicants found to be ineligible for assistance or for clients who are no longer eligible to receive assistance is required and will include the client's request for assistance, why they are ineligible and how it was communicated to the applicant. Ineligible clients do not need to be entered into HMIS unless the use of HMIS is a part of the subgrantee or subrecipient's intake/assessment process.

File documentation will be the basis of OHCS monitoring to ensure subgrantee and subrecipient is in compliance with program requirements and regulations. OHCS recommends that subgrantees and subrecipients use a client file checklist to ensure adequate documentation of case files. Sample forms are available on the OHCS website.

(B) Records Access

Subgrantees and their subrecipient organizations are required to permit OHCS, the Oregon Secretary of State's Office, the federal government, and the duly authorized representatives of such entities access to, and the right to copy, all program client and fiscal records for such purposes as research, data collection, evaluations, monitoring, and auditing. At the sole discretion of OHCS, access to records shall include the removing of records from the subgrantees' and subrecipients' office.

(C) Records Retention

Subgrantees and subrecipients shall retain all program records pertinent to client services and expenditures incurred under STARR in a manner consistent with the requirements of state and federal law. This includes, but is not limited to, those requirements listed in Administrative Rule, Operations Manual and Special Schedules. Find the OHCS Special Schedule at the Oregon State Archives:

https://sos.oregon.gov/archives/Pages/state_admin_schedules.aspx.

Find the State Agency General Records Retention Schedules at the Oregon State Archives:
https://sos.oregon.gov/archives/Pages/records_retention_schedule.aspx.

Subgrantees and subrecipients shall retain and keep accessible all such **fiscal and program records**, client records, digital and electronic records, books, documents, papers, plans, and writings for a minimum of **(6) six years**, or such longer period as may be required by applicable law, whichever date is later. Applicable law includes the following final payment and termination of STARR funding, or until the conclusion of any audit, controversy or litigation arising out of, or relating to STARR-funded programs.

(Remainder of page left blank intentionally)

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- A. [Wait Lists and Income Eligibility](#)
- B. [What is Included in Rent?](#)
- C. [Landlords and W9s](#)
- D. [Conflict of Interests](#)

A. Wait Lists and Income Eligibility

1. If a client was below income limits at time of placement on a waitlist, but then by the time they were assisted, their income was above the limit, could they be assisted? Waitlists sometimes operate based on an initial screening, many times, via telephone where a client will certify their income; however, that income is not verified until they are connected with an eligibility worker at which time the income is verified. So, if a client is on the waitlist for several months, their income may have changed.
 - A) ***Waitlists typically operate by verbal confirmation or by pre-application and income is not verified through documentation at that time. If verification occurs after several months and the client's income has risen, their rent arrears (based on less income availability at the time) may still very much be an issue that could lead to eviction. OHCS is allowing flexibility for the STARR program ONLY that due to the unique nature of the pandemic's unemployment situation, the eviction moratorium, and the fact that clients are waitlisted through no fault of their own, it is acceptable to pay the rental arrears based on the initial stated income. However, no current/future rent payments for a client can be paid unless based on the program's income eligibility at time of verification and which is supported by documentation. CAA internal policies and procedures for this program should include clarity that "If a client's income meets eligibility at the time they are placed on a waitlist, but the income has risen above the eligibility limit at the time assistance can be provided, CAAs may pay an arrears balance for said client, but no further rental payments can be made unless client once again meets income eligibility."***

B. What is Included in Rent?

1. Landlords are getting creative with fees and rents. Can storage, garage, parking, pet rents/monthly fees be considered as part of rent?
 - A) ***Many landlords are charging extra costs to rent a garage space or other storage on-site. Some may have a shop or other garage-type space on the property which would be charged separately, but as part of the total monthly rent. Landlords are even charging for parking spaces when parking is limited. Pet rent is also becoming quite common. Storage rent has always been allowable under rapid re-housing as literally homeless people may need to have a storage unit for their personal items before they become stably housed. Other types of rents, such as garage, storage, parking or pet rents, included as part of housing rent and located on-site are also allowable. If the charge is for a space that is not a part of the main dwelling and off-site, it would not be allowable (such as a shop off-site and used for business purposes).***

C. Landlords and W9s

1. What do I do if a landlord will not provide a W9?

A) OHCS cannot provide tax advice, but organizations working with landlords should follow all IRS regulations when setting up vendor payments. You may find more information at the following website for what a W9 form is and why collecting a W9 for a business to business (CAA to Landlord, for instance) vendor relationship is best practice: <https://www.w9manager.com/always-get-a-w-9-form/> and <https://www.sjgorowitz.com/irs-form-w-9-best-practices/>

D. Conflict of Interests

1. If we have employees that apply for STARR assistance or if we own the unit that STARR applicant resides in, do we need OHCS approval before being able to assist them?

A) If you have employees that meet eligibility for STARR, you may assist them; however, we recommend that a manager/supervisor approves the assistance in writing to ensure applicants are being processed in the same manner as other applicants. For applicants that are renting in units owned by the subgrantee/subrecipient – you cannot steer potential applicants to these units; however, it is acceptable to assist them in the same manner as other applicants. Additional information can be found on page 8 “Conflict of Interest” section of the STARR Guidance.

EXHIBIT N

Exhibit N: Compliance Requirements: Community Development Block Grant (CDBG COVID) Funds

Subrecipient shall comply with the CDBG-specific terms and conditions as listed in this exhibit.

- A. In April, 2020, in response to the coronavirus public emergency Clackamas County received an allocation federal funding to prevent, prepare for respond to the coronavirus (COVID-19). This allocation was authorized under the Coronavirus Aid, Relief and Economic Security Act (CARES) Public Law 116-136. The Department of Health Housing and Humans Services, in partnership with the County Emergency Operations Center Command has received Community Services Block Grant funds that have been passed on to the Social Services Division to support activities designed to provide assistance to individuals and families who are unemployed or otherwise economically impacted by the public health emergency.
- B. In response to a Congressional directive, HUD has required all CDBG recipients to use CDBG funds provided pursuant to this Agreement for eligible activities as described in 24 CFR 570.201 (e), and agrees not to use such funds for any ineligible activity described in 24 CFR 570.207.
- C. SUBRECIPIENT shall expend CDBG funds to support the staffing and operations of a rental assistance program. Documentation shall be provided through submission of documentation accompanying invoices and completion of accurate and time entry of information into the HMIS data entry system. CDBG funds will not be used to provide any rental assistance payments to program participants.

1. Scope of Cooperation

HMIS. SUBRECIPIENT shall ensure that data on all persons served and all activities assisted under CDBG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If SUBRECIPIENT is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

2. Program Requirements

- a. Coordination with other targeted homeless services.
 - i. SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, CDBG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area. The list of programs are included in 24 CFR 576.400(b).
 - ii. System and program coordination with mainstream resources. SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, CDBG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible. Examples of these programs are included in 24 CFR 576.400(c).
- b. Coordinated Housing Assessment. The Continuum of Care has developed a coordinated assessment system in accordance with requirements to be established by HUD, each CDBG-funded program or project within the Continuum of Care's area must use that assessment system. SUBRECIPIENT must work with COUNTY to ensure the screening, assessment and referral of program participants are consistent with the written standards required by the Continuum of Care's coordinated assessment system. A victim service provider may choose not to use the Continuum of Care's coordinated assessment system.

- c. SUBRECIPIENT must establish and consistently apply written standards for providing CDBG assistance. At a minimum these written standards must include:
 - i. Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under CDBG;
 - ii. Policies and procedures for coordination among emergency shelter providers, essential services providers, homelessness prevention, and rapid re-housing assistance providers; other homeless assistance providers; and mainstream service and housing providers (see § 576.400(b) and (c) for a list of programs with which CDBG-funded activities must be coordinated and integrated to the maximum extent practicable);
 - iii. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance;
 - iv. Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time; and
 - v. Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant receive assistance, or the maximum number of times the program participant may receive assistance.
- d. Participation in HMIS. SUBRECIPIENT shall ensure that data on all persons served and all activities assisted under CDBG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If SUBRECIPIENT is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.
- e. Evaluations. SUBRECIPIENT must conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for CDBG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under 24 CFR § 576.400(d) and the written standards established under 24 CFR § 576.400(e).
- f. Annual income. When determining the annual income of an individual or family, SUBRECIPIENT must use the standard for calculating annual income under 24 CFR 5.609.
- g. Organizational conflicts of interest. The provision of any type or amount of CDBG assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the recipient, SUBRECIPIENT, or a parent or subsidiary of SUBRECIPIENT. No subrecipient may, with respect to individuals or families occupying housing owned by SUBRECIPIENT, or any parent or subsidiary of SUBRECIPIENT, carry out the initial evaluation required under § 576.401 or administer homelessness prevention assistance under § 576.103.
- h. Individual conflicts of interest. For the procurement of goods and services, SUBRECIPIENT must comply with the codes of conduct and conflict of interest requirements under 2 CFR 200.318. For all other transactions and activities, the following restrictions apply:
 - i. Conflicts prohibited. No person described in paragraph 7.14.2 of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted under the CDBG program, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a

financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure.

- ii. Persons covered. The conflict-of-interest provisions of paragraph (b)(1) of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of SUBRECIPIENT.
 - iii. Exceptions. Upon the written request of the recipient, COUNTY, in conjunction with HUD, may grant an exception to the provisions of this subsection on a case-by-case basis, taking into account the nature of the conflict and the factors listed below:
 - a) Threshold requirements. COUNTY and HUD will consider an exception only after the recipient has provided an opinion of the recipient's attorney that the interest for which the exception is sought would not violate state or local law.
 - b) Factors to be considered for exceptions. In determining whether to grant a requested exception after SUBRECIPIENT has satisfactorily met the threshold requirements, HUD must conclude that the exception will serve to further the purposes of the CDBG program and the effective and efficient administration of SUBRECIPIENT's program or project, taking into account the cumulative effect of the following factors, as applicable:
 - (1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
 - (2) Whether an opportunity was provided for open competitive bidding or negotiation;
 - (3) Whether the affected person has withdrawn from his or her functions, responsibilities or the decision-making process with respect to the specific activity in question;
 - (4) Whether the interest or benefit was present before the affected person was in the position in which the conflict of interest may have occurred;
 - (5) Whether undue hardship results to SUBRECIPIENT, or the person affected, when weighed against the public interest served by avoiding the prohibited conflict; and
 - (6) Any other relevant considerations.
 - iv. Contractors. All contractors of SUBRECIPIENT must comply with the same requirements that apply to subrecipients under this section.
- i. Homeless Participation.
- i. SUBRECIPIENT must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy-making entity of SUBRECIPIENT, to the extent that the entity considers and makes policies and decisions regarding any facilities, services, or other assistance that receive funding under CDBG.
 - ii. If SUBRECIPIENT is unable to meet the homeless participation requirement, it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under CDBG. The plan must be submitted to COUNTY to be included in the annual action plan required under 24 CFR 91.220.
 - iii. To the maximum extent practicable, SUBRECIPIENT must involve homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under CDBG, in providing services assisted under CDBG, and in providing services for occupants of facilities assisted under CDBG.

Required Certifications

CDBG Certifications

The Community Development Block Grant Program SUBRECIPIENT certifies that:

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

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

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

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

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

HMIS – SUBRECIPIENT will comply with HUD's standards for participation in the local Homeless Management Information System and the collection and reporting of client level information.

The requirement that SUBRECIPIENT involve, to the maximum possible extent practicable and where appropriate, homeless individuals and families in policy making, renovating, maintaining, and operating facilities assisted under the CDBG program is met in the following manner:

CWS includes feedback, input and oversight from people with lived experience in the following ways: in our governance structure-the Board of Directors includes people with lived experience; participants are asked to participate in an exit interview as well as anonymous survey when leaving the program; the Executive Director meets twice a year with the VOICES (Survivor) Advisory Council annually; the Latina Services Coordinator engages the Promotoras for feedback and staff with lived experience also provide input.

DocuSigned by:

DBCAD1860649464...

4/21/2021

Signature/Authorized Official

Date

Executive Director

Title

May 6, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Subrecipient Grant Agreement with
Northwest Family Services to Provide Rent Assistance Services

Purpose/Outcome	Approval of subrecipient agreement with Northwest Family Services, to provide rent assistance to households impacted by the COVID-19 crises.
Dollar Amount and Fiscal Impact	\$325,297 of COVID rental assistance funds from State and Federal grants
Funding Source	State Supporting Tenants Access Rent Relief (STARR) Funds through the Master Grant Agreement 19-21, #5084 (H3S#9302), Amendment #9 with Oregon Housing and Community Services, Federal Emergency Rental Assistance (F-ERA) funding through US Dept. of Treasury, and Community Development Block Grant (CDBG) through U.S. Department of Housing and Urban Development. No County General Funds are involved.
Duration	Upon signature to December 31, 2021 with additional eligible expenditure periods specific to each funding source.
Previous Board Action/Review	None.
Strategic Plan Alignment	1. This funding aligns with the Social Services Division’s strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities.
Counsel Review	The agreement was approved by Counsel on April 21, 2021 AN
Procurement Review	Was the item processed through Procurement? N/A- This is a subrecipient agreement, not subject to Procurement review.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	Subrecipient Grant Agreement #21-024, H3S#10101

BACKGROUND:

Healthy Families. Strong Communities.

May 6, 2021

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests the approval of subrecipient grant agreement to Clackamas Women's Services. to provide rent assistance to households impacted by the COVID-19 crises.

Northwest Family Services provides services and receives referrals for youth experiencing homelessness in Clackamas County. Under this agreement, Northwest Family Services will receive referrals from Clackamas County's Coordinated Housing Access program to determine eligibility and provide rental assistance payments on behalf of eligible households impacted by the COVID-19 pandemic crises. Northwest Family Services has already successfully delivered over \$107,000 in rental assistance funding to households in Clackamas County.

Funding for the Agreement is from HB 4401 & SB 5731 through Oregon Housing and Community Services' Master Grant Agreement 19-21, #5084 (H3S#9302), Amendment #9, and from the Federal Consolidated Appropriations Act through Federal Emergency Rental Assistance funding from US Dept. of Treasury, and Community Development Block Grant (CDBG) through U.S. Department of Housing and Urban Development. No County General Funds are involved.

On March 9, 2021, the Board of County Commissioners approved a plan for these funds, which included extending existing contracts with three non-profit organizations, including Northwest Family Services.

The Agreement was approved by Emergency Operations Command, Finance Grants, and County Counsel.

RECOMMENDATION:

Staff recommends the approval of the Agreement, and that Tootie Smith, Board Chair, or her designee, be authorized to sign on behalf of the Clackamas County Board of Commissioners.

Respectfully submitted,



For Rodney A Cook

Rodney A. Cook, Interim Director

Health, Housing and Human Services Department

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 21-024**

Project Name: ***Rent Assistance – Federal Emergency Rental Assistance & Supporting Tenants Accessing Rental Assistance Funding (STARR)***

Project Number: H3S# 10101

This Agreement is between **Clackamas County** (“COUNTY”), a political subdivision of the State of Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division, and **Northwest Family Services** (“SUBRECIPIENT”), An Oregon Nonprofit Corporation.

Clackamas County Data

Grant Accountant: ***Sue Aronson***

Program Manager: ***Teresa Christopherson***

Clackamas County – Finance
2051 Kaen Road
Oregon City, OR 97045
503-742-5421
suearo@clackamas.us

Clackamas County – Social Services Division
2051 Kaen Road
Oregon City, OR 97045
503-650-5718
teresachr@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: Emily Tingle

Program Representative: Corrie Etheredge

Northwest Family Services
6200 SE King Rd
Portland, OR 97225
503-546-6377

Northwest Family Services
6200 SE King Rd
Portland, OR 97225
503-546-6377

DUNS: 612467134

RECITALS

1. SUBRECIPIENT provides programs to youth experiencing homelessness.
2. COUNTY desires to have its residents benefit from rent assistance for households impacted by the COVID-19 pandemic with funding provided under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) and by the State of Oregon, Housing & Community Services Department. This agreement also provides the basis for a cooperative working relationship to deliver rental assistance through the Federal Community Development Block Grant program (“CDBG”) contained in U.S. Department of Housing and Urban Development (“HUD”), and regulations adopted under this Act at Subchapter C, 24 CFR Part 570, dated 1974, as amended, and Public Law 93-383 as amended. COUNTY has received CDBG

funds from HUD under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 (“ACT”).

3. Project description: Provide rental assistance during the coronavirus pandemic.
4. This Grant Agreement of Federal and State financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement (this “Agreement”) COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed. Eligible expenses for this Agreement may be charged during the period beginning **January 1st, 2021** and expiring **December 31, 2021**, subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement. Funds issued under this Agreement may be used for expenses approved in writing by COUNTY relating to the project incurred, per specific eligible expenditure period as outlined in Exhibit B.
2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement and according to SUBRECIPIENT scope of work in Exhibit A.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations, including the CARES Act and P.L. 116-136. Furthermore, SUBRECIPIENT shall comply with the requirements of Oregon Housing & Community Services (“OHCS”) award number 5084 and all accompanying amendments that are the source of the grant funding, which is incorporated herein by reference. SUBRECIPIENT shall further comply with any requirements, terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** The maximum, not to exceed, grant amount COUNTY will pay is **\$325,297**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Payment Request and Exhibit E: Monthly/ Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment or repayment of any funds advanced, together with any other remedy available to COUNTY under this Agreement, at law, or in equity. COUNTY’s funding for this Agreement is as follows:

- **\$250,235:** Consolidated Appropriations Act (CFDA #: 21.023) issued to COUNTY by the U.S. Department of the Treasury.
 - **\$47,748:** State Supporting Tenants Accessing Rental Assistance (“STARR”) funding from the State of Oregon Housing and Community Services Department through COUNTY’s Master Grant Agreement #5084.
 - **\$27,314:** Community Development Block Grant (“CDBG COVID”) (CFDA #: 14.218; FAIN: B20-UW-410001) issued to COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development.
5. **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. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
- a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that one or more anticipated funding sources, including but not limited to OHCS or the federal government, has determined funds are no longer available for this purpose.
 - d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

Upon completion of improvements or upon termination of this Agreement, unexpended balances of any funds shall remain with COUNTY.

7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
- a. Has already accrued hereunder;
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement.

8. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other

expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 8.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
 - c) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - d) **Cost Principles.** Funds may be used only in accordance with and for the purposes outlined in Exhibits A –N, as amended and updated by the US Treasury, State of Oregon OHCS, and US Department of Housing and Urban Development.
 - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - f) **Match.** Matching funds are not required for this Agreement.
 - g) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
 - h) **Indirect Cost Recovery.** Indirect cost recovery is not included with this award.
 - i) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.

- j) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement and the initial advance payment should be submitted as specified in Exhibit D: Required Financial Reporting and Payment Request.
- k) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (biweekly) during the term of this Agreement, or at each reimbursement request, whichever is sooner.
- l) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Payment Request on a biweekly basis.
- m) **Specific Conditions.** SUBRECIPIENT shall submit general ledger backup, with detail, and backup justifying each rental assistance payment, with each request for payment.
- n) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits D & F), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement.
- o) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- p) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- q) **Lobbying.** SUBRECIPIENT certifies (**Exhibit C: Lobbying**) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section

501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- r) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- s) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY, HUD and/or OHCS access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY shall perform onsite visits to monitor the activities of SUBRECIPIENT as is reasonable to ensure compliance with (and as necessary under) applicable Program Requirements or as otherwise directed by OHCS, but in no case less than at least once during Biennium 19-21. The activities of SUBRECIPIENT shall be monitored to ensure, inter alia, that grant funds are used only for authorized purposes in compliance with this Agreement, including but not limited to specific Program Requirements, and that performance goals are achieved as specified. COUNTY monitoring will include an evaluation of SUBRECIPIENT'S risk of non-compliance with federal statutes, regulations, and terms and conditions of any applicable subaward for purposes of determining the appropriate level and type of monitoring. Monitoring also must include a review of financial and performance reports, and follow-up on all deficiencies pertaining to any involved federal funding in accordance with 2 CFR 200.331 and other applicable federal regulations, if any. Depending on the outcomes of the financial or performance monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- a. *SUBRECIPIENT Shall Fully Cooperate.* SUBRECIPIENT shall fully and timely cooperate with OHCS and COUNTY in the performance of any and all monitoring and enforcement activities. Failure by SUBRECIPIENT to comply with this requirement is sufficient cause for COUNTY to require special conditions, take such other action (including the exercise of available remedies) as it deems appropriate, and may be deemed by COUNTY as a material failure by the SUBRECIPIENT to perform its obligations under this Agreement.
- t) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (6) years, or such longer period as may be required by

the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337. SUBRECIPIENT shall retain all program records pertinent to client services and expenditures in a manner consistent with the requirements of state and federal law, including but not limited to those requirements listed in Administrative Rule, Operations Manual and Special Schedules, and the OHCS Record Retention Schedule, as may be modified from time to time.

- a. OHCS Special Schedule at the Oregon State Archives:
(https://sos.oregon.gov/archives/Pages/state_admin_schedules.aspx).
- b. State Agency General Records Retention Schedules at the Oregon State Archives:
(https://sos.oregon.gov/archives/Pages/records_retention_schedule.aspx).

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

- u) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OHCS Grant #5084 and all accompanying amendments, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- v) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.
- w) SUBRECIPIENT certifies to the best of its knowledge and belief that neither it nor any of its principals, officers, directors, or employees:
 - a. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or SUBRECIPIENT;
 - b. Have within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) above, of this certification; and
- d. Have within a three-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.
- e. Is included on the list titled “Specially Designated Nationals and Blocked Persons” maintained by the Office of Foreign Asset Control of the United States Department of the Treasury and currently found at:
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>

11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, “Equal Employment Opportunity” as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.
- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any further implementing regulations issued by the U.S. Treasury Department.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict.

SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product.

SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- a. SUBRECIPIENT shall protect the confidentiality of all information concerning clients and other applicants for and recipients of services funded by this Agreement. Neither it nor they shall release or disclose any such information, except as necessary for the administration of the community services program(s) funded under this Agreement, as authorized in writing by the client or other applicant or recipient of such services, or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons. SUBRECIPIENT is required to ensure that all its and their officers, employees and agents are aware of and comply with this confidentiality requirement.
 - b. All SUBRECIPIENT provider and project staff members are expected to comply with the most current local, state and federal laws regarding confidentiality. Information in any form, including in aggregate, shall not be released to any party without the authorization of the individual and/or COUNTY. Client information (including identifying the person as a client) should not be released without written authorization from the client.
 - c. SUBRECIPIENT is required to have a signed SUBRECIPIENT Release of Information (“ROI”) form for all clients, including for each adult member of the identified household, authorizing the release of personally identifiable information, information pertinent to determining program eligibility, providing assistance/service, HMIS reporting, and other relevant needs for sharing information. Each adult member must complete and sign their own ROI privately and ROIs cannot be shared with other household members. Unaccompanied youth who are the head of household must also have a signed ROI on file. Release forms must be time-limited and specific as to with whom and what information will be shared. Written ROI's must be obtained from all clients to SUBRECIPIENT, COUNTY (Social Services Division), OHCS, the State of Oregon, and the US Federal Government. OHCS is required to be listed as an entity with which client information will be shared as it pertains to data collection and monitoring (including third-party adults and reviews). SUBRECIPIENT shall also obtain from client an ROI for Data Sharing for COUNTY Coordinated Housing Access (“CHA”).
 - d. If required ROI's cannot be obtained due to client refusal, refusal must be documented, dated and kept in the client file. Client refusal to sign such authorization cannot be the basis for denying program services to otherwise eligible clients.

- e. SUBRECIPIENT shall ensure that all officers, employees, and agents are aware of and comply with COUNTY and SUBRECIPIENT's confidentiality policies and procedures.
- f. Confidential records includes all applications, records, files, and communications relating to applicants for, and clients of, CVRRP funded services.
- g. Electronic collection of client information requires procedures for ensuring confidentiality including:
 - i. Computer terminals must be located in a secure location, limiting access to only those persons who have a legitimate interest in and are responsible for client records;
 - ii. Computer monitors must be cleared (or a screen saver activated) immediately after accessing a client record;
 - iii. Computer terminals must be on a "locked" mode or turned off if the terminal is unattended; and
 - iv. Access to personally identifiable HMIS data shall be given to only authorized personnel as necessary for performing the work required.
- g) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
- h) **Drug Free Workplace.** SUBRECIPIENT certifies, to the extent required by federal law, that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. SUBRECIPIENT's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations.
 - c. Making it a requirement that each employee to be engaged in the performance of this Grant be given a copy of the statement required by subsection (a) above.
 - d. Notifying the employee in the statement required by subsection (a) that as a condition of employment on such Grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
 - e. Notifying COUNTY within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
 - f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5154 of the Drug-Free Workplace Act of 1988.
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

- i) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:

- Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
- Procure a commercial sex act during the period of time the award is in effect; or
- Used forced labor in the performance of the Agreement or subaward under this Agreement.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

12. Federal and State Procurement Standards

- a) To the extent applicable, all procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.

- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

13. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** Subject to applicable law, SUBRECIPIENT shall, defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon, OHCS and COUNTY, and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT, or its officers, employees, contractors, subcontractors, or agents under this Agreement.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish 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 COUNTY, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any

way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
 - 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
 - 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
 - 7) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. COUNTY and its, elected officials, employees and officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
 - 11) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.

- e) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- m) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- n) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds.

Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

14. Exhibits.

This document is comprised of the following exhibits:

- Exhibit A: SUBRECIPIENT Scope of Work
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Payment Request
- Exhibit E: Monthly//Final Performance Report
- Exhibit F: Final Financial Report
- Exhibit G: OHCS Additional Terms and Conditions
- EXHIBIT H: Title V – Banking Subtitle A, Federal Terms – Emergency Rental Assistance (eligibility & reporting)
- EXHIBIT I: OMB 1505-0266 U.S. Department of the Treasury Emergency Rental Assistance Certification & Terms
- EXHIBIT J: U.S. Department of the Treasury Emergency Rental Assistance Frequently Asked Questions.

SUBRECIPIENT shall frequently review and comply with all requirements of Exhibits H, I, J, as may be subsequently updated and posted, at U.S. Treasury website:

<https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program>

- EXHIBIT K: 2019-2021 Master Grant Agreement Exhibit A, Program Element PE 20 Supporting Tenants Accessing Rental Relief (STARR) Program
- EXHIBIT L: Program Guidance Supporting Tenants Accessing Rental Relief (STARR) February 17, 2021
- EXHIBIT M: Oregon Housing and Community Services STARR - Frequently Asked Questions.

SUBRECIPIENT shall frequently review and comply with all requirements in Exhibits L, M, N, as may be subsequently updated and posted, at State of Oregon Housing & Community Services Department website:

<https://www.oregon.gov/ohcs/for-providers/Pages/program-compliance-forms.aspx>

- EXHIBIT N: Compliance Requirements: Community Development Block Grant (CDBG COVID) Funds

If a conflict exists between the main body of this Agreement and the Exhibits, the Exhibits shall control.

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Northwest Family Services

Rose Fuller Digitally signed by Rose Fuller
Date: 2021.04.26 13:29:52
-07'00'
By: _____
Authorized Signature

CLACKAMAS COUNTY

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Rose Fuller 4/26/21

Printed Name Date
6200 SE King Road

Street Address
Portland, OR 97222

City / State / Zip / Phone

Signing on Behalf of the Board:

Tootie Smith, Chair Dated

Approved to Form:

email approval by Andrew Naylor 4-21-2021

County Counsel Dated



EXHIBIT A

The COVID-19 Rent Assistance Program provides funds for rent assistance to individuals and families who experienced a loss of income related to COVID-19, been directly impacted by business closure related to COVID-19, diagnosed or exposed to COVID-19, and displaced or unstably housed as a result of public health measures taken to reduce the spread of COVID-19. Households must meet income eligibility, housing status requirements and at least one of the COVID-19 Rent Relief program specific eligibility requirements.

This funding is intended to serve the broadest possible community members. However, due to historical inequities, it is especially important that people of color, 2SLGBTQ community members, unaccompanied youth and Veterans are served. "Prioritized Organizations" are those organizations that focus on the above referenced populations.

I. SCOPE OF WORK

A. SUBRECIPIENT agrees to complete the following Work under this grant:

1. Accept homelessness prevention referrals from the Coordinated Housing Access System.
2. Use a person centered, problem solving, flexible approach in working with households and individuals requesting COVID 19 rent relief.
3. Review information and notes from Coordinated Housing Access system in HMIS prior to initial participant contact to streamline service access and provide trauma informed services.
4. Obtain all eligibility and ongoing service documentation and operate rental assistance program as outlined in guidance provided in Exhibits H through N and as amended and updated by Oregon Housing and Community Services, the US Federal Government Treasury Department, and/or distributed by Clackamas County Social Services (CCSS) to subrecipients.

SUBRECIPIENT shall frequently review and comply with all requirements of Exhibits H, I, J, as may be subsequently updated and posted, at U.S. Treasury website:

<https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program>

SUBRECIPIENT shall check and comply with all requirements in Exhibits L, M, N, as may be subsequently updated and posted, at State of Oregon Housing & Community Services Department website:

<https://www.oregon.gov/ohcs/for-providers/Pages/program-compliance-forms.aspx>

5. Provide the type, level and duration of service that will address participants' need as quickly as possible and for as short a time and as low of a cost as possible. Eligible participant costs include participant rent, rent arrears, manufactured home "lot rent", utilities and utilities arrears only.
6. Once eligibility is confirmed, enter planned amounts of payments by month on a shared tracking document provided by CCSS.
7. Issue payments to landlords as quickly as possible.
8. Gather all required Homeless Management Information System ("HMIS") data elements and enter data into HMIS within established timeline.
9. Submit invoices and all required financial information per established timelines.
10. SUBRECIPIENT shall comply with all federal subrecipient requirements of COUNTY and US Treasury as specified, amended and updated in this Agreement and by US Treasury including in the following documents, incorporated by reference, Exhibits, H, I, J.
11. SUBRECIPIENT shall comply with all non-federal subrecipient requirements of COUNTY and Oregon Housing and Community Services as specified, amended and updated in this Agreement and by OHCS including in the following documents, incorporated by reference, Exhibits, L, M, N.
12. SUBRECIPIENT shall comply with all federal subrecipient requirements of COUNTY and US Department of Housing and Urban Development Community Development Block Grant program as specified, amended and updated in this Agreement and by OHCS including in the following documents, incorporated by reference, Exhibit N.
13. SUBRECIPIENT shall not charge clients for services.
14. Coordinated Housing Access ("CHA")

SUBRECIPIENT must accept referrals from CHA.

If the client identifies as part of a special population for which there is a CHA partner who specializes in serving this population, the household must be provided the

option to be served by that provider. Examples may include but are not limited to: survivors of domestic violence, and veterans.

15. SUBRECIPIENT is required to Perform Criminal Background checks and propose for approval specific screening criteria for all staff and volunteers who will be performing direct services under this Grant. Policies must be in place to disqualify any persons who have committed violent crimes, crimes against children, or other crimes that are incompatible with this project.

Policies must also be in place to ensure the safety of participants should criminal arrests and/or convictions occur during the Grant term. If a volunteer or employee of SUBRECIPIENT has a break in service, and does not work for 60 days or more for SUBRECIPIENT, or SUBRECIPIENT has knowledge or information that a crime may have been committed by the staff or volunteer, then another criminal background check must be completed prior to continuing work for SUBRECIPIENT.

B. PERFORMANCE MEASURES

SUBRECIPIENT shall administer the program in a manner consistent with program requirements designed to achieve the following performance goals:

- 1) Housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program.
- 2) All other outcome measures indicated in COUNTY's implementation report related to HMIS data quality and timeliness.

C. PROJECT EXPECTATIONS

Project expectations are listed below, and as required and updated in State Homeless Funds Program Operations Manual.

Service Delivery Approach – National and local best practices include Housing First, Trauma Informed Care, Cultural Responsiveness/Cultural Specificity, Assertive Engagement, Person-Centered Care and Harm Reduction. Successful applicants will incorporate these or similar elements into their responses and service delivery models.

Outreach to Communities of Color - It is widely acknowledged that people experiencing poverty and other marginalized groups have historically borne the brunt of infectious disease epidemics and the lack of socially conscious government responses to them. According to Oregon Health Authority data, communities of color are disproportionately impacted by COVID-19 in Oregon. Using a robust and authentic approach rooted in a commitment to equity and racial justice, agencies are expected to administer culturally specific outreach to ensure communities of color are informed on the program and, if income eligible, are receiving access to these services.

Schooling – All school-aged children will be enrolled in and attending school.

Mainstream Benefits Screening – 100% of participant households served will be screened to determine whether they are accessing all mainstream benefits they are eligible for, including, but not limited to, TANF, SNAP, OHP, WIC, Veterans benefits, McKinney-Vento/ESSA homeless student services, TANF-DV grants, and child support. Persons who are not fully accessing mainstream benefits shall be assisted in enrolling for these benefits should they choose to do so.

II. ELIGIBILITY

A. Household Eligibility Criteria

Residency Eligibility: Participants must reside in Clackamas COUNTY.

COVID 19 Impact Eligibility: Eligibility must comply to specific award fund source requirements in Exhibits H to N and as amended and updated by state or federal award source.

Income Eligibility: Eligibility must comply to specific award fund source requirements in Exhibits H to N and as amended and updated by state or federal award source.

Housing Status Eligibility: Eligibility must comply to specific award fund source requirements in Exhibits H to N and as amended and updated by state or federal award source.

Household Eligibility:

Households of any configuration are eligible. Including but not limited to single adults, couples, families with children, older adults and unaccompanied youth.

Note on Citizenship and Residency:

OHCS is currently seeking clarification on whether US citizenship or legal residency is an eligibility requirement. If so - when SUBRECIPIENT connects with households ineligible due to this requirement, contact COUNTY's Rent Assistance team as rent assistance funds may be available through another source.

Eligibility Documentation:

Eligibility documentation must comply to specific award fund source requirements in Exhibits H to N and as amended and updated by state or federal award source.

B. Ineligible Costs

Funds may not be used for the purchase of gift cards. Ineligible costs per funding terms, outlined in Exhibits H to N.

C. Data Requirements/Reporting

SUBRECIPIENT agrees to report data as outlined below to COUNTY, OHCS and US Treasury:

- a. As determined by US Treasury, which may include data entry by Subrecipient into a specific database utilized by US Treasury, and may require Subrecipient to re-enter data from County's **Homeless Management Information System** (HMIS) into Treasury database, or by other methods.

b. **Homeless Management Information System (“HMIS”) Database:**

HMIS is a community-wide software solution that is designed to collect client-level information on the characteristics and service needs of people experiencing homelessness. SUBRECIPIENT is required to:

- i. Collect and enter related client personally identifiable information and demographics and service data into the electronic ServicePoint HMIS, except for data of victims of domestic violence clients, which must be entered into a comparable database system that meets HMIS standards. Data shall be entered into appropriate HMIS providers, which will be determined by COUNTY. All clients must sign a release of information allowing their personally identifiable information to be shared with OHCS for the purpose of program reporting.
- ii. Projects serving survivors of domestic violence where the operator is not a victim services provider are required to enter data in their HMIS. SUBRECIPIENT is responsible for acquiring and documenting informed written consent from program participants, and protecting program participant’s confidentiality.
- iii. Ensure that data entry into HMIS occurs in an accurate and timely manner within three (3) business days of program entry date. SUBRECIPIENT must correct data quality, missing information, and null data errors as specified by COUNTY and/or OHCS prior to invoice submittals and by the 10th of each month for services in the preceding month, whichever comes first.
- iv. Collect, as required by COUNTY and OHCS, universal data elements which include personally identifiable and demographic information on all clients at entry.
- v. HMIS relevant paper forms must be retained in a secure, locked location for required monitoring by COUNTY.
- vi. Enter into agreements with COUNTY’s Community Development division, as needed, for access to HMIS.
- vii. Ensure only authorized SUBRECIPIENT staff trained by COUNTY shall access the HMIS software.
- viii. Comply with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements.
- ix. Conduct HMIS 6 Month Follow up Report, based on housing status 6 months after program exit date.

- x. Enter data into COUNTY-provided 'HMIS Provider' to be used solely for CVRRP.
- xi. Answer how has household been impacted by COVID –question must be answered with the picklist options provided.
- xii. Conduct a Service Transaction including recording rent amounts provided.

EXHIBIT B SUBRECIPIENT PROGRAM BUDGET

SUBRECIPIENT is eligible for an amount not to exceed Three Hundred Twenty Five Thousand Two Hundred Ninety-Seven Dollars (**\$325,297**) for work performed as specified under the conditions listed in Exhibit A. This amount includes:

1. Supporting Tenants Accessing Rental Assistance Program (STARR) –State funded
Eligible expenditure period for client rent assistance includes payment of arrears incurred after **April 1, 2020 through June 30, 2021**, per budget amounts as shown in table below. Payment of rent assistance by SUBRECIPIENT is eligible for reimbursement for payments made after signature of both parties.

Note: Except when eligible clients are only eligible for Federal Emergency Rental Assistance (“ERA”), and not eligible under STARR, the STARR funds must be used.

Eligible expenditure period for SUBRECIPIENT program delivery and administration is **January 1, 2021 to June 30, 2021**, and budget amounts as shown in table below. Program delivery and administration will be billed based on actual expenditures incurred. Eligible expenditures must comply with all applicable state requirements, as amended, including Exhibits K, L, & M. SUBRECIPIENT must comply with Subrecipient Requirements as identified in COUNTY’S 19-21 Master Grant Agreement #5084 issued by the State of Oregon through its Housing & Community Services Department, incorporated into this Agreement by reference and available upon request. SUBRECIPIENT shall check requirement updates at State of Oregon Housing & Community Services Department website: <https://www.oregon.gov/ohcs/for-providers/Pages/program-compliance-forms.aspx>

2. Federal Emergency Rental Assistance (ERA)
Eligible expenditure period for client rent assistance includes payment of arrears incurred after **April 1, 2020 through December 31, 2021**, per budget amounts as shown in table below. Payment of rent assistance by SUBRECIPIENT is eligible for reimbursement for payments made after signature of both parties.

Eligible expenditure period for administration and program delivery is **January 1, 2021 to December 31, 2021**, and budget amounts as show in table below. Program delivery and administration will be billed based on actual expenditures incurred. Eligible expenditures must comply with all applicable federal requirements, as amended by the U.S. Department of Treasury, including Exhibits H, I, & J. SUBRECIPIENT shall check requirement updates at U.S. Treasury website <https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program>

3. Community Development Block Grant CARES (CDBG COVID)

Eligible expenditure period for program delivery for CDBG funds is **January 1, 2021 to December 31, 2021**, and according to budget amounts as shown in table below. Program delivery will be billed based on actual expenditures incurred. Eligible expenditures must comply with all applicable federal requirements and as identified in

Exhibit N: Compliance Requirements: Community Development Block Grant (CDBG COVID) Funds

Budget Line Items	State funds - STARR Budget	Federal funds - ERA Budget	Federal Fund- CDBG COVID Budget
Program Delivery (Includes staff salaries, benefits, taxes).	\$7,539	\$11,317	\$27,314
Administration	\$10,052	\$12,575	0
Rent Assistance	\$30,157	\$226,343	0
Total	\$47,748	\$250,235	\$27,314

EXHIBIT C CONGRESSIONAL LOBBYING CERTIFICATE

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

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions[as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Authorized Representative certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Northwest Family Services

#21-024, H3S#10101, ERA, STARR, CDBG

Organization Name

Award Number or Project Name

Rose Fuller, Executive Director

Name and Title of Authorized Representative

Rose Fuller

Digitally signed by Rose Fuller

Date: 2021.04.26 13:30:18 -07'00'

4/26/21

Signature

Date

EXHIBIT D

REQUIRED FINANCIAL REPORTING AND REIMBURSEMENT REQUESTS

- A. Unless otherwise specified, SUBRECIPIENT shall submit invoices once every 2 weeks for Work performed. More frequent requests for funds may occur as needed. All expenses are contingent upon timely, accurate and complete data collection and reporting. Invoices are due no later than 21 days following the month services were provided. **Items submitted after these due dates will not be reimbursable, unless special circumstances occur and delayed reimbursement is approved by COUNTY within the 21 day reimbursement deadline.**

Reimbursements will be based on verification of actual expenditures submitted with required backup documentation for both funding streams. SUBRECIPIENT shall track the STARR and ERA fund streams separately, but submit one reimbursement request that lists funding streams separately to COUNTY.

SUBRECIPIENT shall submit requests for reimbursement of rental assistance up to once every 2 weeks but not less than once per month. Program Delivery and Administration may be billed separately to coincide with payroll periods, and the associated reimbursement amount will be based on previously submitted rental assistance reimbursement requests.

- B. **If SUBRECIPIENT fails to present invoices in proper form 21 days following the month participant payments were issued (15 days after end of program period of performance), SUBRECIPIENT waives any rights to present such invoice thereafter and to receive payment therefor.** Payments shall be made to SUBRECIPIENT following COUNTY's review and approval of invoices submitted by SUBRECIPIENT. SUBRECIPIENT shall not submit invoices for, and COUNTY will not pay, any amount in excess of the maximum compensation amount set forth above. Requests for payment shall also include the total amount billed to date by SUBRECIPIENT prior to the current invoice and a log showing advances less expenditures. **Invoice template to be provided to SUBRECIPIENT by COUNTY.**
- C. Reimbursement by COUNTY will be within 21 days of receipt of COUNTY-verified invoice, including required data, reports and backup documentation, and signed Certification Statement.
- D. SUBRECIPIENT may begin accruing expenditures eligible for reimbursement under this Grant Agreement beginning January 1, 2021. Reimbursement shall not occur until COUNTY has a fully executed Grant Agreement.

EXHIBIT E
PERFORMANCE REPORTING

All performance reporting shall be collected through HMIS and additional methods to be established, including additional data points as specified by COUNTY or required by Oregon State Housing & Community Services or US Treasury, and in Exhibit A.

EXHIBIT F
 FINAL FINANCIAL REPORT

Project Name: STARR, F-ERA Rent Assistance & CDBG	Agreement #:
Federal Award #:	Date of Submission: XX/XX/XX
Subrecipient: Northwest Family Services	
Has Subrecipient submitted all requests for reimbursement? Y/N	
Has Subrecipient met all programmatic closeout requirements? Y/N	

Exhibit F: Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this agreement

Total Federal Funds <u>authorized</u> on this agreement:	
Total Federal Funds <u>advanced</u> on this agreement:	
Total Federal Funds <u>requested for reimbursement</u> on this agreement:	
Total Federal Funds <u>received</u> on this agreement:	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Subrecipient's Certifying Official (printed): _____

Subrecipient's Certifying Official (signature): _____

Subrecipient's Certifying Official's title: _____

Exhibit G: OHCS ADDITIONAL TERMS/CONDITIONS

SUBRECIPIENT shall administer the program in a manner satisfactory to COUNTY and OHCS and in compliance with all program requirements for COUNTY's SUBRECIPIENT of Master Grant Agreement #5084, issued to COUNTY by OHCS, and including but not limited to the following terms and conditions:

General:

- 1) SUBRECIPIENT shall assure that program funds are used only for program services consistent with program requirements.
- 2) SUBRECIPIENT shall assure that program funds are used to supplement existing funding, to support existing projects or to establish new projects. Program funds may not be used to replace existing funding.
- 3) SUBRECIPIENT shall ensure that program funds are expended within the time limitations set by OHCS. Program funds not expended within the time period shall be recaptured by COUNTY and OHCS.
- 4) SUBRECIPIENT shall serve only certified households whose eligibility has been determined in compliance with program requirements.
- 5) SUBRECIPIENT is responsible to COUNTY & OHCS for any losses resulting from improper or negligent issuance of program funds and shall repay such funds to COUNTY or OHCS within 30 days upon written demand from COUNTY or OHCS.
- 6) Have denial, termination, appeal and fair hearing procedures accessible to program applicants and participants available at intake and posted in a public location. Such procedures must satisfy applicable program requirements including assurance that all applicants are informed during the intake interview of their right to appeal. All appeals and fair hearings will be handled by COUNTY. Denial, termination, appeal and fair hearing procedures, including as implemented, are subject to department review and correction.
- 7) SUBRECIPIENT is required to provide written notice to applicants/clients when denied program assistance or assistance is terminated. The notice must include the specific reason(s) for the denial/termination and identify the steps to appeal SUBRECIPIENT's decision.
- 8) SUBRECIPIENT may terminate program services to program participants who violate program requirements. Termination, denial and grievance procedures will be clearly communicated to and easily understood by program participants and readily available upon request and posted in a public location.
- 9) SUBRECIPIENT shall be responsible for maintaining an internal controls framework, satisfactory to COUNTY and OHCS, which assures compliance with program requirements. Written policy and procedures must be established and outlined in local documentation (e.g. staff policy/procedure manuals) inclusive of, but not exclusive to the following areas:

- a) Assurance that completed applications and household benefits are valid and correct. This includes adequate separation of duties among intake, authorization and fiscal staff.
 - b) Establishment and maintenance of clear policy for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for program services.
 - c) Establishment and maintenance of clear procedures for management of program applicants and participants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to COUNTY and OHCS.
 - d) Establishment and maintenance of clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to OHCS.
- 10) Allow COUNTY, OHCS and its representatives access to, and to furnish whatever information and/or documentation COUNTY, OHCS and its representatives determines is necessary or appropriate to conduct reviews and monitor progress or performance to determine conformity with program requirements. SUBRECIPIENT shall permit COUNTY, OHCS and its representatives to visit its sites to inspect same, and to review, audit, and copy all records that COUNTY, OHCS and its representatives deem pertinent to evaluating or enforcing program requirements at any reasonable time, with or without benefit of prior notification. SUBRECIPIENT shall cooperate fully with COUNTY, OHCS and its representatives.
 - 11) Maintain accurate financial records satisfactory to the COUNTY, which document, *inter alia*, the receipt and disbursement of all funds provided through the program by the department; and have an accounting system in place satisfactory to the department, which meets, *inter alia*, generally accepted accounting principles.
 - 12) Maintain other program records satisfactory to COUNTY & OHCS, which document, *inter alia*, client eligibility requirements, receipt of allowable program services, termination of services and the basis for same, housing and income status of clients, administrative actions, contracts with subcontractors, review of subcontractor performance, action taken with respect to deficiency notices, and any administrative review proceedings. Such records shall be in substance and format satisfactory to the department.
 - 13) Provide COUNTY and OHCS with reports, data, and financial statements, in form and substance satisfactory to COUNTY, as may be required or requested from time to time by the department, which shall be in a format prescribed by COUNTY.
 - 14) Furnish representatives of COUNTY, OHCS, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives' access to, and the right to copy, all program client and fiscal records, books, accounts, documents, records and allow reasonable access to the project and other property pertaining to the program, at any such representative's request, for such purposes as research, data collection, evaluations, monitoring, and auditing. At the sole discretion of OHCS, access to records shall include the removing of records from SUBRECIPIENT's office.

- 15) Assure that data collection and reporting, including data entry for program funded activities, be conducted through the use of a COUNTY and OHCS approved HMIS, where applicable by program requirements.
- 16) Ensure that data collection, entry and reporting occur in an accurate and timely manner as satisfactory to COUNTY and OHCS.
- 17) Indemnity. Subject to applicable law, SUBRECIPIENT shall, defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon, OHCS and COUNTY, and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT, or its officers, employees, contractors, subcontractors, or agents under this Agreement.
- 18) SUBRECIPIENT understands and agrees that this Grant is subject to termination upon such a directive to COUNTY by OHCS, and that OHCS shall not be liable to any of the parties of this agreement or to other persons for directing that such agreement be terminated.
- 19) SUBRECIPIENT shall comply and perform all work to the satisfaction of COUNTY and OHCS, and in accordance with the terms of this Grant, together with applicable program requirements, statutes, and regulations, including applicable sections of OAR 813 *et. seq.*, as amended, and ORS 458.600 to 458.650. The approved COUNTY Implementation Report is incorporated herein by reference.
- 20) Expend no more than the funds awarded to SUBRECIPIENT by COUNTY (including allowable administrative costs shared with COUNTY, if applicable and allowed) of its program award for allowable administrative costs in order to provide the services outlined in this agreement.
- 21) Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements and department program requirements.
- 22) Assure that program services are available to extremely low income and very low income households, including but not limited to, veterans, persons more than 65 years of age, disabled persons, farm workers and Native Americans, who meet program eligibility requirements.
- 23) Re-evaluate program participant eligibility and need for homelessness prevention and rapid re-housing services in compliance with program requirements.
- 24) May utilize program funds to address the specific needs of various homeless subpopulations if approved in writing by COUNTY. Specific targeting of funds shall not violate any Fair Housing Act or anti-discriminatory requirements and shall be outlined and approved prior to implementation. Targeting and serving homeless and at risk of homelessness veterans is required for the use of program funds that have been legislatively dedicated to serving veterans.
- 25) SUBRECIPIENT staff that provide direct services and supervise staff who provide direct services and manage homeless grants must receive training and demonstrate

competency, as documented through the CSBG Organization Standards #5.8 (Board) and #7.9(Staff).

- 26) Homeless Coordinated Entry Process. SUBRECIPIENT is required to actively participate in and promote the Continuum of Care (“CoC”) coordinated entry process for their service area.
- 27) Persons With Lived Experience Feedback. SUBRECIPIENT must develop a systematic approach for collecting, analyzing and reporting client satisfaction data. A person with lived experience feedback system must document the steps COUNTY and SUBRECIPIENT will use to review feedback and will include how the persons with lived experience feedback is used or not used. Feedback may be through surveys, participation on advisory boards and other formats and may be received by the COUNTY or SUBRECIPIENT in person, on paper, by posting through a website or by email or other electronic means.
- 28) Client Service or Housing Plan (ORS 458.528). Development of a client service or housing plan is required for those clients receiving more than one-time only services. Plans are required to be client driven, using input and goal setting by the client. Warming shelters are excluded from this requirement. Existing and active service/housing plans with other providers may be used and amended for state-funded services.
- 29) Grievance and Appeals Process. SUBRECIPIENT are required to have an established, written process for addressing client grievances for decisions, including termination or reduction of benefit, denial of benefit or other grievance. At a minimum, the process must include the following components:
 - Informs the participant/applicant of the policy and policy must be posted in general locations in which a client/applicant is expected to be;
 - Informs the participant/applicant that they may contest any SUBRECIPIENT’s decision that denies (for any reason) or limits eligibility of participant/applicant and/or terminates or modifies any benefits and identifies the steps to follow to contest the decision;
 - Allows any aggrieved person a minimum of thirty days to request an administrative review;
 - Informs the applicant/participant of their right to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the decision;
 - Informs OHCS of the request for administrative review within 10 days of receiving the request; and
 - Informs the applicant/participant and OHCS in writing of the final determination and basis for the decision within ten days of the determination. Any person or persons designated by COUNTY and SUBRECIPIENT can complete the administrative review, other than the person who made or approved the decision under review or a subordinate of this person.

SUBRECIPIENT must make accommodations for clients who have language or disability barriers that would prevent them from participating in the appeals process. OHCS retains the right to require modification of any review or appeals process that in its determination does not meet basic principles for notification, instruction, time allowance, impartiality, access and other necessary components.

30) Nondiscrimination. SUBRECIPIENT is required to comply with all state and federal statutes relating to nondiscrimination. SUBRECIPIENT may not take any of the following actions based on race, color, national origin, religion, gender, familial status or disability (federal) or marital status, sexual orientation, gender identity or source of income (state):

- Refuse to accept an application for housing assistance or services
- Deny an application for housing assistance or services
- Set different terms, conditions or privileges for housing assistance or services
- Provide different or specific housing, facilities or services
- Falsely deny that housing is available for inspection or rental or that services are available
- Deny anyone access to a facility or service.

The Fair Housing Act prohibits discrimination based on protected classes in the housing activities of advertising, screening and unit rentals. Using a target population in screening is allowed; however, refusal to accept application or provide information on services or available housing to any protected class, even if these groups do not fit into your targeting strategy, is prohibited. Screening criteria cannot be discriminatory and must be consistently applied. For example, a provider might decide to give priority to clients who graduate from a tenant readiness education program that is inclusive of all protected classes. If two applications come in at the same time and both meet the screening criteria, the applicant who also has the tenant readiness education experience could receive priority over the applicant who does not; however, providers should always accept the first applicant meeting their criteria or prioritization policy. For more information, see the Guide to Fair Housing for Nonprofit Housing and Shelter Providers produced by the Fair Housing Council of Oregon, or contact them directly at www.fhco.org.

31) Limited English Proficiency. The Federal government has issued a series of policy documents, guides and regulations describing how SUBRECIPIENT should address the needs of citizens who have limited English proficiency (“LEP”). The abbreviated definition of persons with limited English proficiency is those who: have difficulty reading, writing, speaking, or understanding English, and do not use English as their primary language. SUBRECIPIENT must have an LEP policy document that describes the actions SUBRECIPIENT took to identify LEP populations in their service area and define actions they will take to provide language assistance and address language barriers. The policy must also state how and how often staff will receive training about assisting LEP persons, how the level of success of the policy will be identified and how changes will be made if needed. Links to more information about Limited English Proficiency requirements are provided in the appendices “Applicable Rules and Regulations.” SUBRECIPIENT should create a written Language Access Plan (“LAP”) to provide a framework to document how SUBRECIPIENT’s programs will be accessible to all populations in their service area. SUBRECIPIENT who serves few

persons needing LEP assistance may choose not to establish a LAP; however, the absence of a written LAP does not release SUBRECIPIENT's obligation to ensure LEP persons have access to programs or activities.

32) Conflict of Interest. SUBRECIPIENT must keep records to show compliance with program conflict of interest requirements.

(1) Organizational. The provision of any type or amount of assistance may not be conditioned on an individual's or household's acceptance or occupancy of emergency shelter or housing owned by COUNTY, SUBRECIPIENT or an affiliated organization. Conflict of interest waivers regarding rent assistance and rental agreement requirements can only be approved by OHCS. If SUBRECIPIENT wishes to apply for a waiver, they should contact COUNTY and the OHCS homeless program analyst or manager for guidance in submission of a waiver request, which must be approved by OHCS. A SUBRECIPIENT may conduct a participant's intake assessment to determine program eligibility if the participant resides in housing where COUNTY or SUBRECIPIENT has ownership interest for the expediency of housing placement services and to create seamless service delivery while keeping the client engaged in services. A waiver of the conflict of interest policy for this purpose is not required for EHA/SHAP. COUNTY and SUBRECIPIENT cannot steer potential renters to units owned or operated by COUNTY or SUBRECIPIENT, if the renters will be using a rent subsidy paid with any OHCS funds. Rent-subsidized tenants are free to enter into a rental contract with another landlord within Clackamas County or SUBRECIPIENT's jurisdiction or they may choose to rent a unit owned or operated by COUNTY or SUBRECIPIENT. A waiver request is not required for this situation; however, COUNTY and SUBRECIPIENT must comply with this provision of the conflict of interest policy.

33) SUBRECIPIENT must comply with all applicable provisions of Agreement #5084 between OHCS and COUNTY. OHCS reserves the right to request that any Subrecipient agreement be submitted for review and approval by OHCS within 10 business days from the date of written notification.

34) This Agreement is subject to termination upon directive to COUNTY by OHCS.

35) OHCS shall not be liable to any of the parties of this Agreement or to other persons for directing that such agreement be terminated.

36) Subrecipient is an independent contractor and not an agent of OHCS or of COUNTY.

Case Files

A. Documentation of client eligibility and services received must be maintained in client case files (paper or electronically) and include a copy of the coordinated entry assessment to confirm participation in coordinated entry. Documentation for applicants found to be ineligible for assistance or for clients who are no longer eligible to receive assistance is required and will include the client's request for assistance, why they are ineligible and how it was communicated to the applicant. Ineligible clients do not need to

be entered into HMIS unless the use of HMIS is a part of the COUNTY's or SUBRECIPIENT's intake/assessment process.

- B. A client services or housing plan is required for those clients receiving more than one time only services and must be in the case file. Existing assessments and active case plans with other providers may be used and included in the client file.
- C. Client eligibility documentation be maintained in the client file. File documentation will be the basis of OHCS monitoring to ensure SUBRECIPIENT is in compliance with program requirements and regulations. OHCS recommends that SUBRECIPIENT use a client file checklist to ensure adequate documentation of case files. Sample forms are available on the OHCS website.

Additional Requirements:

- A) Organization must provide services to clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation, disability (as defined under the Americans with Disabilities Act) or any other protected class as defined in applicable state and federal law. Contracted services must reasonably accommodate the cultural, language and other special needs of clients.
- B) Organizations are required to perform Criminal Background checks and propose for approval specific screening criteria for all staff and volunteers who will be performing direct services under this Grant. Policies must be in place to disqualify any persons who have committed violent crimes, crimes against children or other crimes that are incompatible with this project. Policies must also be in place to ensure the safety of participants should criminal convictions occur during the term of the project.
- C) SUBRECIPIENT will establish safeguards to prohibit employees and volunteers from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

H. R. 133—888

TITLE V—BANKING

Subtitle A—Emergency Rental Assistance

SEC. 501. EMERGENCY RENTAL ASSISTANCE.

(a) APPROPRIATION.—

(1) IN GENERAL.—Out of any money in the Treasury of the United States not otherwise appropriated, there are appropriated for making payments to eligible grantees under this section, \$25,000,000,000 for fiscal year 2021.

(2) RESERVATION OF FUNDS FOR THE TERRITORIES AND TRIBAL COMMUNITIES.—Of the amount appropriated under paragraph (1), the Secretary shall reserve—

(A) \$400,000,000 of such amount for making payments under this section to the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa; and

(B) \$800,000,000 of such amount for making payments under this section to eligible grantees described in subparagraphs (C) and (D) of subsection (k)(2); and

(C) \$15,000,000 for administrative expenses of the Secretary described in subsection (h).

(b) PAYMENTS FOR RENTAL ASSISTANCE.—

(1) ALLOCATION AND PAYMENTS TO STATES AND UNITS OF LOCAL GOVERNMENT.—

(A) IN GENERAL.—The amount appropriated under paragraph (1) of subsection (a) that remains after the application of paragraph (2) of such subsection shall be allocated and paid to eligible grantees described in subparagraph (B) in the same manner as the amount appropriated under subsection (a)(1) of section 601 of the Social Security Act (42 U.S.C. 801) is allocated and paid to States and units of local government under subsections (b) and (c) of such section, and shall be subject to the same requirements, except that—

(i) the deadline for payments under section 601(b)(1) of such Act shall, for purposes of payments under this section, be deemed to be not later than 30 days after the date of enactment of this section;

(ii) the amount referred to in paragraph (3) of section 601(c) of such Act shall be deemed to be the amount appropriated under paragraph (1) of subsection (a) of this Act that remains after the application of paragraph (2) of such subsection;

(iii) section 601(c) of the Social Security Act shall be applied—

(I) by substituting “1 of the 50 States or the District of Columbia” for “1 of the 50 States” each place it appears;

(II) in paragraph (2)(A), by substituting “\$200,000,000” for “\$1,250,000,000”;

(III) in paragraph (2)(B), by substituting “each of the 50 States and District of Columbia” for “each of the 50 States”;

(IV) in paragraph (4), by substituting “excluding the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa” for “excluding the District of Columbia and territories specified in subsection (a)(2)(A)”; and

(V) without regard to paragraph (6);

(iv) section 601(d) of such Act shall not apply to such payments; and

(v) section 601(e) shall be applied —

(I) by substituting “under section 501 of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021” for “under this section”; and

(II) by substituting “local government elects to receive funds from the Secretary under section 501 of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021 and will use the funds in a manner consistent with such section” for “local government’s proposed uses of the funds are consistent with subsection (d)”.

(B) ELIGIBLE GRANTEEES DESCRIBED.—The eligible grantees described in this subparagraph are the following:

(i) A State that is 1 of the 50 States or the District of Columbia.

(ii) A unit of local government located in a State described in clause (i).

(2) ALLOCATION AND PAYMENTS TO TRIBAL COMMUNITIES.—

(A) IN GENERAL.—From the amount reserved under subsection (a)(2)(B), the Secretary shall—

(i) pay the amount equal to 0.3 percent of such amount to the Department of Hawaiian Home Lands; and

(ii) subject to subparagraph (B), from the remainder of such amount, allocate and pay to each Indian tribe (or, if applicable, the tribally designated housing entity of an Indian tribe) that was eligible for a grant under title I of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA) (25 U.S.C. 4111 et seq.) for fiscal year 2020 an amount that bears the same proportion to the such remainder as the amount each such Indian tribe (or entity) was eligible to receive for such fiscal year from the amount appropriated under paragraph (1) under the heading “NATIVE AMERICAN PROGRAMS” under the heading “PUBLIC AND INDIAN HOUSING” of title II of division H of the Further Consolidated Appropriations Act, 2020 (Public Law 116–94) to carry out the Native American Housing Block Grants program bears to the amount appropriated under such paragraph for such fiscal year, provided the Secretary shall be authorized to allocate, in an equitable manner as determined by the Secretary, and pay any Indian tribe that opted out of receiving a grant allocation under the Native American Housing Block Grants program formula in fiscal year 2020, including by establishing a minimum amount of payments to such Indian tribe, provided such Indian tribe notifies the Secretary not later than 30 days after the date of enactment of this Act that it intends to receive allocations and payments under this section.

(B) PRO RATA ADJUSTMENT; DISTRIBUTION OF DECLINED FUNDS.—

(i) PRO RATA ADJUSTMENTS.—The Secretary shall make pro rata reductions in the amounts of the allocations determined under clause (ii) of subparagraph (A) for entities described in such clause as necessary to ensure that the total amount of payments made pursuant to such clause does not exceed the remainder amount described in such clause.

(ii) DISTRIBUTION OF DECLINED FUNDS.—If the Secretary determines as of 30 days after the date of enactment of this Act that an entity described in clause (ii) of subparagraph (A) has declined to receive its full allocation under such clause then, not later than 15 days after such date, the Secretary shall redistribute, on a pro rata basis, such allocation among the other entities described in such clause that have not declined to receive their allocations.

(3) ALLOCATIONS AND PAYMENTS TO TERRITORIES.—

(A) IN GENERAL.—From the amount reserved under subsection (a)(2)(A), subject to subparagraph (B), the Secretary shall allocate and pay to each eligible grantee described in subparagraph (C) an amount equal to the product of—

(i) the amount so reserved; and

(ii) each such eligible grantee's share of the combined total population of all such eligible grantees, as determined by the Secretary.

(B) ALLOCATION ADJUSTMENT.—

(i) REQUIREMENT.—The sum of the amounts allocated under subparagraph (A) to all of the eligible grantees described in clause (ii) of subparagraph (C) shall not be less than the amount equal to 0.3 percent of the amount appropriated under subsection (a)(1).

(ii) REDUCTION.—The Secretary shall reduce the amount of the allocation determined under subparagraph (A) for the eligible grantee described in clause (i) of subparagraph (C) as necessary to meet the requirement of clause (i).

(C) ELIGIBLE GRANTEE DESCRIBED.—The eligible grantees described in this subparagraph are—

(i) the Commonwealth of Puerto Rico; and

(ii) the United States Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa.

(c) USE OF FUNDS.—

(1) IN GENERAL.—An eligible grantee shall only use the funds provided from a payment made under this section to provide financial assistance and housing stability services to eligible households.

(2) FINANCIAL ASSISTANCE.—

(A) IN GENERAL.—Not less than 90 percent of the funds received by an eligible grantee from a payment made under this section shall be used to provide financial assistance to eligible households, including the payment of

(i) rent;

(ii) rental arrears;

(iii) utilities and home energy costs;

(iv) utilities and home energy costs arrears; and

(v) other expenses related to housing incurred due, directly or indirectly, to the novel coronavirus disease (COVID-19) outbreak, as defined by the Secretary. Such assistance shall be provided for a period not to exceed 12 months except that grantees may provide assistance for an additional 3 months only if necessary to ensure housing stability for a household subject to the availability of funds.

(B) LIMITATION ON ASSISTANCE FOR PROSPECTIVE RENT PAYMENTS.—

(i) IN GENERAL.—Subject to the exception in clause (ii), an eligible grantee shall not provide an eligible household with financial assistance for prospective rent payments for more than 3 months based on any application by or on behalf of the household.

(ii) EXCEPTION.—For any eligible household described in clause (i), such household may receive financial assistance for prospective rent payments for additional months:

(I) subject to the availability of remaining funds currently allocated to the eligible grantee, and

(II) based on a subsequent application for additional financial assistance provided that the total months of financial assistance provided to the household do not exceed the total months of assistance allowed under subparagraph (A).

(iii) FURTHER LIMITATION.—To the extent that applicants have rental arrears, grantees may not make commitments for prospective rent payments unless they have also provided assistance to reduce an eligible household's rental arrears.

(C) DISTRIBUTION OF FINANCIAL ASSISTANCE.—

(i) PAYMENTS.—

(I) IN GENERAL.—With respect to financial assistance for rent and rental arrears and utilities and home energy costs and utility and home energy costs arrears provided to an eligible household from a payment made under this section, an eligible grantee shall make payments to a lessor or utility provider on behalf of the eligible household, except that, if the lessor or utility provider does not agree to accept such payment from the grantee after outreach to the lessor or utility provider by the grantee, the grantee may make such payments directly to the eligible household for the purpose of making payments to the lessor or utility provider.

(II) RULE OF CONSTRUCTION.—Nothing in this section shall be construed to invalidate any otherwise legitimate grounds for eviction.

(ii) DOCUMENTATION.—For any payments made by an eligible grantee to a lessor or utility provider on behalf of an eligible household, the eligible grantee shall provide documentation of such payments to such household.

(3) HOUSING STABILITY SERVICES.—Not more than 10 percent of funds received by an eligible grantee from a payment made under this section may be used to provide eligible households with case management and other services related to the novel coronavirus disease (COVID-19) outbreak, as defined by the Secretary, intended to help keep households stably housed.

(4) PRIORITIZATION OF ASSISTANCE.—

(A) In reviewing applications for financial assistance and housing stability services to eligible households from a payment made under this section, an eligible grantee shall prioritize consideration of the applications of an eligible household that satisfies any of the following conditions:

(i) The income of the household does not exceed 50 percent of the area median income for the household.

(ii) 1 or more individuals within the household are unemployed as of the date of the application for assistance and have not been employed for the 90-day period preceding such date.

(B) Nothing in this section shall be construed to prohibit an eligible grantee from providing a process for the further prioritizing of applications for financial assistance and housing stability services from a payment made under this section, including to eligible households in which 1 or more individuals within the household were unable to reach their place of employment or their place of employment was closed because of a public health order imposed as a direct result of the COVID-19 public health emergency.

(5) ADMINISTRATIVE COSTS.—

(A) IN GENERAL.—Not more than 10 percent of the amount paid to an eligible grantee under this section may be used for administrative costs attributable to providing financial assistance and housing stability services under paragraphs (2) and (3), respectively, including for data collection and reporting requirements related to such funds.

(B) NO OTHER ADMINISTRATIVE COSTS.—Amounts paid under this section shall not be used for any administrative costs other than to the extent allowed under subparagraph (A).

(d) REALLOCATION OF UNUSED FUNDS.—Beginning on September 30, 2021, the Secretary shall recapture excess funds, as determined by the Secretary, not obligated by a grantee for the purposes described under subsection (c) and the Secretary shall reallocate and repay such amounts to eligible grantees who, at the time of such reallocation, have obligated at least 65 percent of the amount originally allocated and paid to such grantee under subsection (b)(1), only for the allowable uses described under subsection (c). The amount of any such reallocation shall be determined based on demonstrated need within a grantee's jurisdiction, as determined by the Secretary.

(e) AVAILABILITY.—

(1) IN GENERAL.—Funds provided to an eligible grantee under a payment made under this section shall remain available through December 31, 2021.

(2) EXTENSION FOR FUNDS PROVIDED PURSUANT TO A RE-ALLOCATION OF UNUSED FUNDS.—For funds reallocated to an eligible grantee pursuant to subsection (d), an eligible grantee may request, subject to the approval of the Secretary, a 90-day extension of the deadline established in paragraph (1).

(f) APPLICATION FOR ASSISTANCE BY LANDLORDS AND OWNERS.—

(1) IN GENERAL.—Subject to paragraph (2), nothing in this section shall preclude a landlord or owner of a residential dwelling from—

(A) assisting a renter of such dwelling in applying for assistance from a payment made under this section; or

(B) applying for such assistance on behalf of a renter of such dwelling.

(2) REQUIREMENTS FOR APPLICATIONS SUBMITTED ON BEHALF OF TENANTS.—If a landlord or owner of a residential dwelling submits an application for assistance from a payment made under this section on behalf of a renter of such dwelling—

(A) the landlord must obtain the signature of the tenant on such application, which may be documented electronically;

(B) documentation of such application shall be provided to the tenant by the landlord; and

(C) any payments received by the landlord from a payment made under this section shall be used to satisfy the tenant's rental obligations to the owner.

(g) REPORTING REQUIREMENTS.—

(1) IN GENERAL.—The Secretary, in consultation with the Secretary of Housing and Urban Development, shall provide public reports not less frequently than quarterly regarding the use of funds made available under this section, which shall include, with respect to each eligible grantee under this section, both for the past quarter and over the period for which such funds are available—

(A) the number of eligible households that receive assistance from such payments;

(B) the acceptance rate of applicants for assistance;

(C) the type or types of assistance provided to each eligible household;

(D) the average amount of funding provided per eligible household receiving assistance;

(E) household income level, with such information disaggregated for households with income that—

(i) does not exceed 30 percent of the area median income for the household;

(ii) exceeds 30 percent but does not exceed 50 percent of the area median income for the household; and

(iii) exceeds 50 percent but does not exceed 80 percent of area median income for the household; and

(F) the average number of monthly rental or utility payments that were covered by the funding amount that a household received, as applicable.

(2) DISAGGREGATION.—Each report under this subsection shall disaggregate the information relating to households provided under subparagraphs (A) through (F) of paragraph (1)

by the gender, race, and ethnicity of the primary applicant for assistance in such households.

(3) ALTERNATIVE REPORTING REQUIREMENTS FOR CERTAIN GRANTEES.—The Secretary may establish alternative reporting requirements for grantees described in subsection (b)(2).

(4) PRIVACY REQUIREMENTS.—

(A) IN GENERAL.—Each eligible grantee that receives a payment under this section shall establish data privacy and security requirements for the information described in paragraph (1) that—

(i) include appropriate measures to ensure that the privacy of the individuals and households is protected;

(ii) provide that the information, including any personally identifiable information, is collected and used only for the purpose of submitting reports under paragraph (1); and

(iii) provide confidentiality protections for data collected about any individuals who are survivors of intimate partner violence, sexual assault, or stalking.

(B) STATISTICAL RESEARCH.—

(i) IN GENERAL.—The Secretary—

(I) may provide full and unredacted information provided under subparagraphs (A) through (F) of paragraph (1), including personally identifiable information, for statistical research purposes in accordance with existing law; and

(II) may collect and make available for statistical research, at the census tract level, information collected under subparagraph (A).

(ii) APPLICATION OF PRIVACY REQUIREMENTS.—A recipient of information under clause (i) shall establish for such information the data privacy and security requirements described in subparagraph (A).

(5) NONAPPLICATION OF THE PAPERWORK REDUCTION ACT.—Subchapter I of chapter 35 of title 44, United States Code, shall not apply to the collection of information for the reporting or research requirements specified in this subsection.

(h) ADMINISTRATIVE EXPENSES OF THE SECRETARY.—Of the funds appropriated pursuant to subsection (a), not more than \$15,000,000 may be used for administrative expenses of the Secretary in administering this section, including technical assistance to grantees in order to facilitate effective use of funds provided under this section.

(i) Inspector General Oversight; Recoupment

(1) OVERSIGHT AUTHORITY.—The Inspector General of the Department of the Treasury shall conduct monitoring and oversight of the receipt, disbursement, and use of funds made available under this section.

(2) RECOUPMENT.—If the Inspector General of the Department of the Treasury determines that a State, Tribal government, or unit of local government has failed to comply with subsection (c), the amount equal to the amount of funds used in violation of such subsection shall be booked as a debt of such entity owed to the Federal Government. Amounts recovered under this subsection shall be deposited into the general fund of the Treasury.

(3) APPROPRIATION.—Out of any money in the Treasury of the United States not otherwise appropriated, there are appropriated to the Office of the Inspector General of the Department of the Treasury, \$6,500,000 to carry out oversight and recoupment activities under this subsection. Amounts appropriated under the preceding sentence shall remain available until expended.

(4) AUTHORITY OF INSPECTOR GENERAL.—Nothing in this subsection shall be construed to diminish the authority of any Inspector General, including such authority as provided in the Inspector General Act of 1978 (5 U.S.C. App.)

(j) TREATMENT OF ASSISTANCE.—Assistance provided to a household from a payment made under this section shall not be regarded as income and shall not be regarded as a resource for purposes of determining the eligibility of the household or any member of the household for benefits or assistance, or the amount or extent of benefits or assistance, under any Federal program or under any State or local program financed in whole or in part with Federal funds.

(k) DEFINITIONS.—In this section:

(1) AREA MEDIAN INCOME.—The term “area median income” means, with respect to a household, the median income for the area in which the household is located, as determined by the Secretary of Housing and Urban Development.

(2) ELIGIBLE GRANTEE.—The term “eligible grantee” means any of the following:

(A) A State (as defined in section 601(g)(4) of the Social Security Act (42 U.S.C. 801(g)(4)).

(B) A unit of local government (as defined in paragraph (5)).

(C) An Indian tribe or its tribally designated housing entity (as such terms are defined in section 4 of the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4103)) that was eligible to receive a grant under title I of such Act (25 U.S.C. 4111 et seq.) for fiscal year 2020 from the amount appropriated under paragraph (1) under the heading “NATIVE AMERICAN PROGRAMS” under the heading “PUBLIC AND INDIAN HOUSING” of title II of division H of the Further Consolidated Appropriations Act, 2020 (Public Law 116–94) to carry out the Native American Housing Block Grants program. For the avoidance of doubt, the term Indian tribe shall include Alaska native corporations established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.).

(D) The Department of Hawaiian Homelands.

(3) ELIGIBLE HOUSEHOLD.—

(A) IN GENERAL.—The term “eligible household” means a household of 1 or more individuals who are obligated to pay rent on a residential dwelling and with respect to which the eligible grantee involved determines—

(i) that 1 or more individuals within the household has

(I) qualified for unemployment benefits or

(II) experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly,

to the novel coronavirus disease (COVID-19) outbreak, which the applicant shall attest in writing;

(ii) that 1 or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability, which may include—

(I) a past due utility or rent notice or eviction notice;

(II) unsafe or unhealthy living conditions; or

(III) any other evidence of such risk, as determined by the eligible grantee involved; and

(iii) the household has a household income that is not more than 80 percent of the area median income for the household.

(B) EXCEPTION.—To the extent feasible, an eligible grantee shall ensure that any rental assistance provided to an eligible household pursuant to funds made available under this section is not duplicative of any other Federally funded rental assistance provided to such household.

(C) INCOME DETERMINATION.—

(i) In determining the income of a household for purposes of determining such household's eligibility for assistance from a payment made under this section (including for purposes of subsection (c)(4)), the eligible grantee involved shall consider either

(I) the household's total income for calendar year 2020, or

(II) subject to clause (ii), sufficient confirmation, as determined by the Secretary, of the household's monthly income at the time of application for such assistance.

(ii) In the case of income determined under subclause (II), the eligible grantee shall be required to re-determine the eligibility of a household's income after each such period of 3 months for which the household receives assistance from a payment made under this section.

(4) INSPECTOR GENERAL.—The term "Inspector General" means the Inspector General of the Department of the Treasury.

(5) SECRETARY.—The term "Secretary" means the Secretary of the Treasury.

(6) UNIT OF LOCAL GOVERNMENT.—The term "unit of local government" has the meaning given such term in paragraph (2) of section 601(g) of the Social Security Act (42 U.S.C. 801(g)), except that, in applying such term for purposes of this section, such paragraph shall be applied by substituting "200,000" for "500,000".

(I) TERMINATION OF PROGRAM.—The authority of an eligible grantee to make new obligations to provide payments under subsection (c) shall terminate on the date established in subsection (e) for that eligible grantee. Amounts not expended in accordance with this section shall revert to the Department of the Treasury.

OMB Approved No.: 1505-0266
Expiration Date: 7/31/21

Northwest Family Services
H3S# 10101
EXHIBIT I

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

Recipient name and address: [Recipient to provide] Northwest Family Services 6200 SE King Rd Portland, OR 97222	DUNS Number: [Recipient to provide] #612467134 Taxpayer Identification Number: [Recipient to provide] 93-0841022
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Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) authorizes the Department of the Treasury ("Treasury") to make payments to certain recipients to be used to provide emergency rental assistance.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Rose Fuller Digitally signed by Rose Fuller
Date: 2021.04.26 13:30:48 -07'00'

Authorized Representative:

Title: [To be signed by chief executive officer if recipient is a local government.]

Rose Fuller, Executive Director

Date signed: 4/26/21

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

March 26, 2021

Effective as of the date hereof, the award terms accepted by Recipient as a condition to the receipt of payment from Treasury pursuant to section 501 of Subdivision N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) are amended as follows:

Section 3 is amended by replacing “December 31, 2021” with “September 30, 2022”.

Section 4 is deleted in its entirety and replaced with the following:

4. Administrative costs.
 - a. Recipient may use funds provided to the Recipient to cover both direct and indirect costs.
 - b. The total of all administrative costs, whether direct or indirect costs, may not exceed 10 percent of the total amount of the total award.

Attached hereto are the award terms restated to reflect this amendment.

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as “Section 501”).
2. Repayment and reallocation of funds.
 - a. Recipient agrees to repay excess funds to Treasury in the amount as may be determined by Treasury pursuant to Section 501(d). Such repayment shall be made in the manner and by the date, which shall be no sooner than September 30, 2021, as may be set by Treasury.
 - b. The reallocation of funds provided by Section 501(d) shall be determined by Treasury and shall be subject to the availability of funds at such time.
3. Availability of funds.
 - a. Recipient acknowledges that, pursuant to Section 501(e), funds provided under this award shall remain available only through September 30, 2022, unless, in the case of a reallocation made by Treasury pursuant to section 501(d), Recipient requests and receives from Treasury an extension of up to 90 days.
 - b. Any such requests for extension shall be provided in the form and shall include such information as Treasury may require.
 - c. Amounts not expended by Recipient in accordance with Section 501 shall be repaid to Treasury in the manner specified by Treasury.
4. Administrative costs.
 - a. Recipient may use funds provided to the Recipient to cover both direct and indirect costs.
 - b. The total of all administrative costs, whether direct or indirect costs, may not exceed 10 percent of the total amount of the total award.
5. Reporting.
 - a. Recipient agrees to comply with any reporting obligations established by Treasury, including the Treasury Office of Inspector General, as relates to this award, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations under section 501(g) and (ii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
 - b. Recipient agrees to establish data privacy and security requirements as required by Section 501(g)(4).

6. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 501(c) regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of Section 501 and Treasury interpretive guidance regarding such requirements. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

9. False Statements. Recipient understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

10. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

11. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are not repaid by Recipient as may be required by Treasury pursuant to Section 501(d) shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
- c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

- d. Funds for payment of a debt must not come from other federally sponsored programs.

12. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

13. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; and/or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

U.S. Department of the Treasury
Emergency Rental Assistance
Frequently Asked Questions
Revised March 26, 2021

The Department of the Treasury (Treasury) is providing these frequently asked questions (FAQs) as guidance regarding the requirements of the Emergency Rental Assistance (ERA) program established by section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (the Act). These FAQs will be supplemented by additional guidance.¹

1. Who is eligible to receive assistance under the Act and how should a grantee document the eligibility of a household?

A grantee may only use the funds provided in the ERA to provide financial assistance and housing stability services to eligible households. To be eligible, a household must be obligated to pay rent on a residential dwelling and the grantee must determine that:

- i. one or more individuals within the household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 outbreak;
- ii. one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and
- iii. the household has a household income at or below 80% of area median income.

The FAQs below describe the documentation requirements for each of these conditions of eligibility. These requirements provide for various means of documentation so that grantees may extend this emergency assistance to vulnerable populations without imposing undue documentation burdens. As described below, given the challenges presented by the COVID-19 pandemic, grantees may be flexible as to the particular form of documentation they require, including by permitting photocopies or digital photographs of documents, e-mails, or attestations from employers, landlords, caseworkers, or others with knowledge of the household's circumstances. Grantees must require all applications for assistance to include an attestation from the applicant that all information included is correct and complete.

In all cases, grantees must document their policies and procedures for determining a household's eligibility to include policies and procedures for determining the prioritization of households in compliance with the statute and maintain records of their determinations. Grantees must also have controls in place to ensure compliance with their policies and procedures and prevent fraud. Grantees must specify in their policies and procedures under what circumstances they will accept written attestations from the applicant without further documentation to determine any aspect of eligibility or the amount of assistance, and in such cases, grantees must have in place reasonable validation or fraud-prevention procedures to prevent abuse.

¹ On March 16, 2021, FAQ 7 was revised to add rental security deposits as a permissible relocation expense and clarify that application or screening fees are permissible rental fees and FAQs 26–28 were added. On March 26, 2021, FAQ 29 was added.

2. How should applicants document that a member of the household has qualified for unemployment benefits, experienced a reduction in income, incurred significant costs, or experienced other financial hardship due to the COVID-19 outbreak?

A grantee must document that one or more members of the applicant’s household either (i) qualified for unemployment benefits or (ii) experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 outbreak. If the grantee is relying on clause (i) for this determination, the grantee is permitted to rely on either a written attestation signed by the applicant or other relevant documentation regarding the household member’s qualification for unemployment benefits. If the grantee is relying on clause (ii) for this determination, the Act requires the grantee to obtain a written attestation signed by the applicant that one or more members of the household meets this condition.

3. How should a grantee determine that an individual within a household is at risk of experiencing homelessness or housing instability?

The Act requires that one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability, which may include (i) a past due utility or rent notice or eviction notice, (ii) unsafe or unhealthy living conditions, or (iii) any other evidence of risk, as determined by the grantee. Grantees should adopt policies and procedures addressing how they will determine the presence of unsafe or unhealthy living conditions and what evidence of risk to accept in order to support their determination that a household satisfies this requirement.

4. The Act limits eligibility to households with income that does not exceed 80 percent of the median income for the area in which the household is located, as determined by the Department of Housing and Urban Development (HUD), but does not provide a definition of household income. How is household income defined for purposes of the ERA program? How will income be documented and verified?

Definition of Income: With respect to each household applying for assistance, grantees may choose between using HUD’s definition of “annual income” in 24 CFR 5.609² and using adjusted gross income as defined for purposes of reporting under Internal Revenue Service Form 1040 series for individual federal annual income tax purposes.

Methods for Income Determination: The Act provides that grantees may determine income eligibility based on either (i) the household’s total income for calendar year 2020, or (ii) sufficient confirmation of the household’s monthly income at the time of application, as determined by the Secretary of the Treasury (Secretary).

If a grantee uses a household’s monthly income to determine eligibility, the grantee should review the monthly income information provided at the time of application and extrapolate over a 12-month period to determine whether household income exceeds 80 percent of area median income. For example, if the applicant provides income information for two months, the grantee should multiply it by six to determine the annual amount. If a household qualifies based on monthly income, the grantee must redetermine the household income eligibility every three months for the duration of assistance.

Documentation of Income Determination: Grantees must have a reasonable basis under the circumstances for determining income. Except as discussed below, this generally requires a written attestation from the applicant as to household income and also documentation available to the applicant to support the

² See https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=24:1.1.1.1.5#se24.1.5_1609.

determination of income, such as paystubs, W-2s or other wage statements, tax filings, bank statements demonstrating regular income, or an attestation from an employer. As discussed below, under limited circumstances, a grantee may rely on a written attestation from the applicant without further documentation of household income. Grantees have discretion to provide waivers or exceptions to this documentation requirement to accommodate disabilities, extenuating circumstances related to the pandemic, or a lack of technological access. In these cases, the grantee is still responsible for making the required determination regarding the applicant's household income and documenting that determination.

Categorical Eligibility: If an applicant's household income has been verified to be at or below 80 percent of the area median income in connection with another local, state, or federal government assistance program, grantees are permitted to rely on a determination letter from the government agency that verified the applicant's household income, provided that the determination for such program was made on or after January 1, 2020.

Written Attestation Without Further Documentation: To the extent that a household's income, or a portion thereof, is not verifiable due to the impact of COVID-19 (for example, because a place of employment has closed) or has been received in cash, or if the household has no qualifying income, grantees may accept a written attestation from the applicant regarding household income. If such a written attestation without further documentation is relied on, the grantee must reassess household income for such household every three months. In appropriate cases, grantees may rely on an attestation from a caseworker or other professional with knowledge of a household's circumstances to certify that an applicant's household income qualifies for assistance.

Definition of Area Median Income: The area median income for a household is the same as the income limits for families published in accordance with 42 U.S.C. 1437a(b)(2), available under the heading for "Access Individual Income Limits Areas" at <https://www.huduser.gov/portal/datasets/il.html>.³

5. The Act provides that ERA funds may be used for rent and rental arrears. How should a grantee document where an applicant resides and the amount of rent or rental arrears owed?

Grantees must obtain, if available, a current lease, signed by the applicant and the landlord or sublessor that identifies the unit where the applicant resides and establishes the rental payment amount. If a household does not have a signed lease, documentation of residence may include evidence of paying utilities for the residential unit, an attestation by a landlord who can be identified as the verified owner or management agent of the unit, or other reasonable documentation as determined by the grantee. In the absence of a signed lease, evidence of the amount of a rental payment may include bank statements, check stubs, or other documentation that reasonably establishes a pattern of paying rent, a written attestation by a landlord who can be verified as the legitimate owner or management agent of the unit, or other reasonable documentation as defined by the grantee in its policies and procedures.

Written Attestation: If an applicant is able to provide satisfactory evidence of residence but is unable to present adequate documentation of the amount of the rental obligation, grantees may accept a written attestation from the applicant to support the payment of assistance up to a monthly maximum of 100% of the greater of the Fair Market Rent or the Small Area Fair Market Rent for the area in which the applicant resides, as most recently determined by HUD and made available at <https://www.huduser.gov/portal/datasets/fmr.html>. In this case, the applicant must also attest that the

³ Specifically, 80% of area median income is the same as "low income." For the purpose of prioritizing rental assistance as described in FAQ 22 below, pursuant to section 501(c)(4)(A) of Subdivision N of the Act, 50 percent of the area median income for the household is the same as the "very low-income limit" for the area in question.

household has not received, and does not anticipate receiving, another source of public or private subsidy or assistance for the rental costs that are the subject of the attestation. This limited payment is intended to provide the most vulnerable households the opportunity to gather additional documentation or negotiate with landlords in order to avoid eviction. Such assistance may only be provided for three months at a time. A grantee must obtain evidence of rent owed consistent with the above after three months in order to provide further assistance to such a household; Treasury expects that in most cases the household would be able to provide documentation of the amount of the rental obligation in any applications for further assistance.

6. The Act provides that ERA funds may be used for “utilities and home energy costs” and “utilities and home energy costs arrears.” How are those terms defined and how should those costs be documented?

Utilities and home energy costs are separately stated charges related to the occupancy of rental property. Accordingly, utilities and home energy costs include separately stated electricity, gas, water and sewer, trash removal, and energy costs, such as fuel oil. Payments to public utilities are permitted.

All payments for utilities and home energy costs should be supported by a bill, invoice, or evidence of payment to the provider of the utility or home energy service.

Utilities and home energy costs that are covered by the landlord will be treated as rent.

7. The Act provides that ERA funds may be used for “other expenses related to housing incurred due, directly or indirectly, to” the COVID-19 outbreak, as defined by the Secretary. What are some examples of these “other expenses”? (updated March 16, 2021)

The Act requires that other expenses must be related to housing and be incurred due directly or indirectly due to COVID-19. Such expenses include relocation expenses, which may include rental security deposits, and rental fees, which may include application or screening fees, if a household has been temporarily or permanently displaced due to the COVID-19 outbreak; reasonable accrued late fees (if not included in rental or utility arrears and if incurred due to COVID-19); and Internet service provided to the rental unit. Internet service provided to a residence is related to housing and is in many cases a vital service that allows renters to engage in distance learning, telework, and telemedicine and obtain government services. However, given that coverage of Internet would reduce the amount of funds available for rental assistance, grantees should adopt policies that govern in what circumstances that they will determine that covering this cost would be appropriate.

All payments for housing-related expenses must be supported by documentary evidence such as a bill, invoice, or evidence of payment to the provider of the service. As discussed in FAQ 26 below, under certain circumstances, the cost of a hotel stay may also be covered as an “other expense.”

8. Must a beneficiary of the rental assistance program have rental arrears?

No. The statute does not prohibit the enrollment of households for only prospective benefits. Section 501(c)(2)(B)(iii) of Division N of the Act does provide that if an applicant has rental arrears, the grantee may not make commitments for prospective rent payments unless it has also provided assistance to reduce the rental arrears.

9. May a grantee provide assistance for arrears that have accrued before the date of enactment of the statute?

Yes, but not before March 13, 2020, the date of the emergency declaration pursuant to section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5191(b).

10. Is there a limit on financial assistance for prospective rent?

Yes. Under the Act, financial assistance for prospective rent payments is limited to three months based on any application by or on behalf of the household, except that the household may receive assistance for prospective rent payments for additional months (i) subject to the availability of remaining funds currently allocated to the grantee, and (ii) based on a subsequent application for additional assistance provided that the total months of assistance provided to the household do not exceed 12 months (plus an additional three months if necessary to ensure housing stability for the household, subject to the availability of funds).

11. Must a grantee pay for all of a household's rental or utility arrears?

No. The full payment of arrears is allowed up to the 12-month limit established by the statute. Grantees may provide assistance for an additional three months if the grantee determines that further assistance is necessary to ensure housing stability. A grantee may structure a program to provide less than full coverage of arrears.

12. What outreach must be made by a grantee to a landlord or utility provider before determining that the landlord or utility provider will not accept direct payment from the grantee?

Treasury expects that in general, rental and utility assistance can be provided most effectively and efficiently when the landlord or utility provider participates in the program. As required by the Act, grantees must make reasonable efforts to obtain the cooperation of landlords and utility providers to accept payments from the ERA program. Outreach will be considered complete if (i) a request for participation is sent in writing, by mail, to the landlord or utility provider, and the addressee does not respond to the request within 14 calendar days after mailing; (ii) the grantee has made at least three attempts by phone, text, or e-mail over a 10 calendar-day period to request the landlord or utility provider's participation; or (iii) a landlord confirms in writing that the landlord does not wish to participate. The final outreach attempt or notice to the landlord must be documented. The cost of contacting landlords would be an eligible administrative cost.

13. Is there a requirement that the eligible household have been in its current rental home when the public health emergency with respect to COVID-19 was declared?

No. Payments under ERA are provided to help households meet housing costs that they are unable to meet as a result of the COVID-19 pandemic. There is no requirement regarding the length of tenure in the current unit.

14. What data should a grantee collect regarding households to which it provides rental assistance in order to comply with Treasury's reporting and recordkeeping requirements?

Treasury will provide instructions at a later time as to what information grantees must report to Treasury and how this information must be reported. At a minimum, in order to ensure that Treasury is able to fulfill its quarterly reporting requirements under section 501(g) of Division N of the Act and its ongoing

monitoring and oversight responsibilities, grantees should anticipate the need to collect from households and retain records on the following:

- Address of the rental unit;
- For landlords and utility providers, the name, address, and Social Security number, tax identification number or DUNS number;
- Amount and percentage of monthly rent covered by ERA assistance;
- Amount and percentage of separately stated utility and home energy costs covered by ERA assistance;
- Total amount of each type of assistance provided to each household (*i.e.*, rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing incurred due directly or indirectly to the COVID-19 outbreak);
- Amount of outstanding rental arrears for each household;
- Number of months of rental payments and number of months of utility or home energy cost payments for which ERA assistance is provided;
- Household income and number of individuals in the household; and
- Gender, race, and ethnicity of the primary applicant for assistance.

Grantees should also collect information as to the number of applications received in order to be able to report to Treasury the acceptance rate of applicants for assistance.

Treasury's Office of Inspector General may require the collection of additional information in order to fulfill its oversight and monitoring requirements.⁴ Treasury will provide additional information regarding reporting to Treasury at a future date. Grantees must comply with the requirement in section 501(g)(4) of Division N of the Act to establish data privacy and security requirements for information they collect.⁵

The assistance listing number assigned to the ERA program is 21.023.

15. The statute requires that ERA payments not be duplicative of any other federally funded rental assistance provided to an eligible household. Are tenants of federally subsidized housing, *e.g.*, Low Income Housing Credit, Public Housing, or Indian Housing Block Grant-assisted properties, eligible for ERA?

An eligible household that occupies a federally subsidized residential or mixed-use property may receive ERA assistance, provided that ERA funds are not applied to costs that have been or will be reimbursed under any other federal assistance.

If an eligible household receives a monthly federal subsidy (*e.g.*, a Housing Choice Voucher, Public Housing, or Project-Based Rental Assistance) and the tenant rent is adjusted according to changes in

⁴ Note that this FAQ is not intended to address all reporting requirements that will apply to the ERA program but rather to note for grantees information that they should anticipate needing to collect from households with respect to the provision of rental assistance.

⁵ Specifically, the Act requires grantees to establish data privacy and security requirements for certain information regarding applicants that (i) include appropriate measures to ensure that the privacy of the individuals and households is protected; (ii) provide that the information, including any personally identifiable information, is collected and used only for the purpose of submitting reports to Treasury; and (iii) provide confidentiality protections for data collected about any individuals who are survivors of intimate partner violence, sexual assault, or stalking.

income, the renter household may receive ERA assistance for the tenant-owed portion of rent or utilities that is not subsidized.

Pursuant to section 501(k)(3)(B) of Subdivision N of the Act and 2 CFR 200.403, when providing ERA assistance, the grantee must review the household's income and sources of assistance to confirm that the ERA assistance does not duplicate any other assistance, including federal, state, or local assistance provided for the same costs. Grantees may rely on an attestation from the applicant regarding non-duplication with other government assistance in providing assistance to a household. Grantees with overlapping or contiguous jurisdictions are particularly encouraged to coordinate and participate in joint administrative solutions to meet this requirement.

16. May a Tribe or Tribally Designated Housing Entity (TDHE) provide assistance to Tribal members living outside Tribal lands?

Yes. Tribal members living outside Tribal lands may receive ERA funds from their Tribe or TDHE, provided they are not already receiving assistance from another Tribe or TDHE, state, or local government.

17. May a Tribe or TDHE provide assistance to non-Tribal members living on Tribal lands?

Yes. A Tribe or TDHE may provide ERA funds to non-Tribal members living on Tribal lands, provided these individuals are not already receiving assistance from another Tribe or TDHE, state, or local government.

18. May a grantee provide assistance to households for which the grantee is the landlord?

Yes. A grantee may provide assistance to households for which the grantee is the landlord provided that the grantee complies with the all provisions of the Act, the award terms, and this guidance and that no preferences beyond those outlined in the Act are given to households that reside in the grantee's own properties.

19. May a grantee provide assistance to a renter household with respect to utility or energy costs without also covering rent?

Yes. A grantee is not required to provide assistance with respect to rent in order to provide assistance with respect to utility or energy costs. The limitations in section 501(c)(2)(B) of Division N of the Act limiting assistance for prospective rent payments do not apply to the provision of utilities or home energy costs.

20. May a grantee provide ERA assistance to homeowners to cover their mortgage, utility, or energy costs?

No. Under the Act, ERA assistance may be provided only to eligible households, which is defined to include only households that are obligated to pay rent on a residential unit.

21. May grantees administer ERA programs by using contractors, subrecipients, or intergovernmental cooperation agreements?

Yes. Grantees may use ERA payments to make subawards to other entities, including non-profit organizations and local governments, to administer ERA programs on behalf of the grantees. The subrecipient monitoring and management requirements set forth in 2 CFR 200.331-200.333 will apply to such entities. Grantees may also enter into contracts using ERA payments for goods or services to implement ERA programs. Grantees must comply with the procurement standards set forth in 2 CFR 200.317-200.327 in entering into such contracts. Grantees are encouraged to achieve administrative efficiency and fiduciary responsibility by collaborating with other grantees in joint administrative solutions to deploying ERA resources.

22. The Act requires a prioritization of assistance for households with incomes less than 50% of area median income or households with one or more individuals that have not been employed for the 90-day period preceding the date of application. How should grantees prioritize assistance?

Grantees should establish a preference system for assistance that prioritizes assistance to households with incomes less than 50% area median income and to households with one or more members that have been unemployed for at least 90 days. Grantees should document the preference system they plan to use and should inform all applicants about available preferences.

23. The Act allows for up to 10 percent of the funds received by a grantee to be used for housing stability services related to the COVID-19 outbreak intended to keep households stably housed. What are some examples of these services?

Housing stability services related to the COVID-19 outbreak include those that enable eligible households to maintain or obtain housing. Such services may include housing counseling, fair housing counseling, case management related to housing stability, housing related services for survivors of domestic abuse or human trafficking, attorney's fees related to eviction proceedings, and specialized services for individuals with disabilities or seniors that supports their ability to access or maintain housing. Grantees using ERA funds for housing stability services must maintain records regarding such services and the amount of funds provided to them.

24. Are grantees required to remit interest earned on ERA payments made by Treasury?

No. ERA payments made by Treasury to states, territories, and the District of Columbia are not subject to the requirement of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 to remit interest to Treasury. ERA payments made by Treasury to local governments, Tribes, and TDHEs are not subject to the requirement of 2 CFR 200.305(b)(8)-(9) to maintain balances in an interest-bearing account and remit payments to Treasury.

25. When may Treasury recoup ERA funds from a grantee?

Treasury may recoup ERA funds from a grantee if the grantee does not comply with the applicable limitations on the use of those funds.

26. May rental assistance be provided to temporarily displaced households living in hotels or motels? (updated on March 16, 2021)

Yes. The cost of a hotel or motel room occupied by an eligible household may be covered using ERA assistance within the category of “other expenses related to housing incurred due, directly or indirectly, to the COVID-19 outbreak” provided that:

- i. the household has been temporarily or permanently displaced from its primary residence or does not have a permanent residence elsewhere;
- ii. the total months of assistance provided to the household do not exceed 12 months (plus an additional three months if necessary to ensure housing stability for the household); and
- iii. documentation of the hotel or motel stay is provided and the other applicable requirements provided in the statute and these FAQs are met.

The cost of the hotel or motel stay would not include expenses incidental to the charge for the room.

Grantees covering the cost of such stays must develop policies and procedures detailing under what circumstances they would provide assistance to cover such stays. In doing so, grantees should consider the cost effectiveness of offering assistance for this purpose as compared to other uses. If a household is eligible for an existing program with narrower eligibility criteria that can provide similar assistance for hotel or motel stays, such as the HUD Emergency Solutions Grant program or FEMA Public Assistance, grantees should utilize such programs prior to providing similar assistance under the ERA program.

27. May a renter subject to a “rent-to-own” agreement with a landlord be eligible for ERA assistance? (updated on March 16, 2021)

A grantee may provide financial assistance to households that are renting their residence under a “rent-to-own” agreement, under which the renter has the option (or obligation) to purchase the property at the end of the lease term, provided that a member of his or her household:

- i. is not a signor or co-signor to the mortgage on the property;
- ii. does not hold the deed or title to the property; and
- iii. has not exercised the option to purchase.

28. Under what circumstances may households living in manufactured housing (mobile homes) receive assistance? (updated on March 16, 2021)

Rental payments for either the manufactured home and/or the parcel of land the manufactured home occupies are eligible for financial assistance under ERAP. Households renting manufactured housing and/or the parcel of land the manufactured home occupies may also receive assistance for utilities and other expenses related to housing, as detailed in FAQ 7, above.

29. What are the applicable limitations on administrative expenses? (updated on March 26, 2021)

The Act provides that not more than 10 percent of the amount paid to a grantee under the ERA program may be used for administrative costs attributable to providing financial assistance and housing stability services to eligible households.

The revised award term issued by Treasury permits recipients to use funds provided to cover both direct and indirect costs. In accordance with the statutory limitation on administrative costs, the total of all administrative costs incurred by the grantee and all subrecipients, whether direct or indirect costs, may not exceed 10 percent of the total amount of the award provided to the grantee from Treasury. (The grantee may permit a subrecipient to incur more than 10 percent of the amount of the subaward issued to that subrecipient as long as the total of all administrative costs incurred by the grantee and all subrecipients, whether as direct or indirect costs, does not exceed 10 percent of the total amount of the award provided to the grantee from Treasury.)

Further, the revised award term no longer requires grantees to deduct administrative costs charged to the award from the amount available for housing stability services. Rather, any direct and indirect administrative costs must be allocated by the grantee to either the provision of financial assistance or the provision of housing stability services. As required by the Act, not less than 90 percent of the funds received by a grantee shall be used to provide financial assistance to eligible households. Not more than 10 percent of funds received by a grantee may be used to provide eligible households with housing stability services (discussed in FAQ 23). To the extent administrative costs are not readily allocable to one or the other of these categories, the grantee may assume an allocation of the relevant costs of 90 percent to financial assistance and 10 percent to housing stability services.

Grantees may apply their negotiated indirect cost rate to the award but only to the extent that the total of the amount charged pursuant to that rate and the amount of direct costs charged to the award does not exceed 10 percent of the amount of the award.

2019 – 2021 MASTER GRANT AGREEMENT
Exhibit A, Program Element PE 20
Supporting Tenants Accessing Rental Relief (STARR)
Program

- 1. Description.** The 2020 Third Special Session (HB 4401 and SB 5731), the Oregon Legislature provided state General Funds to operate the Supporting Tenants Accessing Rental Relief (STARR) Program to Oregon Housing and Community Services for the provision of rental assistance in response to the coronavirus (COVID-19) pandemic.

- 2. Scope of Work.**
 - A) Subgrantee shall, and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement together with applicable program requirements provided in ORS 458.650. The remaining provisions of this Section 2 are supplemental to and do not limit the obligations of Subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this Agreement.

 - B) Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with the program requirements, including but not limited to the following terms and conditions:
 1. Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care, developed coordinated entry requirements and department program requirements.
 2. Assure that program services are available to low-income households, including but not limited to, veterans, persons more than 65 years of age, disabled persons, farm workers and Native Americans, who meet program eligibility requirements. Populations not defined in Exhibit A, Definitions, shall be defined by Subgrantee.
 3. Conduct eligibility assessment for households who have lost employment or income related to COVID-19, been directly impacted by business closure related to COVID-19, diagnosed or exposed to COVID-19, or displaced or unstably housed as a result of public health measures taken to reduce the spread of COVID-19.
 4. Utilization of program funds to address the specific needs of various homeless subpopulations is allowable. Specific targeting of funds shall not violate any Fair Housing Act or anti-discriminatory requirements.

- 3. Program Specific Reporting.**
 - A) Subgrantee shall, and shall cause and shall require its subrecipients by contract to submit to the satisfaction of OHCS all HMIS reports as required in this Agreement. Subgrantee shall, and shall cause and shall require its subrecipients to assure that data collection and reporting, which includes personally identifiable information, be conducted through the use of OHCS-approved HMIS. Subgrantee may submit a written request for a reporting deadline extension when necessary. OHCS will provide a written response to that request declaring an approved or denied request.

B) Reports submitted shall include:

- a. Quarterly Provider Reports, due 20 days following the end of each fiscal quarter (October 20, January 20, April 20, July 20), to include ensuring that requests for funds have been submitted for all fiscal year expenses by July 30 of each fiscal year. Quarterly reports include personally identifiable information and other data collected through HMIS.
- b. Subgrantee shall provide additional reports as needed or requested by OHCS.

4. Performance Measures.

- A) Subgrantee shall, and shall cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goal:
- 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program.

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Supporting Tenants Accessing Rental Relief (STARR) February 17, 2021



Program Guidance

Contacts

Oregon Housing and Community Services
Homeless Services Section
(503) 986-2000

Published date: February 17, 2021

Change Log

February 17, 2021

- Made various edits to grammar/sentence structure throughout manual
- Page 4 – Added dedicated email address for questions
- Page 4 – Removed Homeless Coordinated Entry Process requirements
- Page 10 – Updated Applicant Eligibility Table to include all bullet points for program specific eligibility (no new information)
- Page 14 – Added clarity on pre-paid rents, residency requirements, utility payments/deposits, tenant portion of subsidized rents and added hotel/motel vouchers as allowable.
- Page 15 – Added additional allowability of program delivery funds to be used to supplement program delivery expenses OHCS funded rental assistance programs.
- Page 15 – Provided clarity on administrative expenses specific to direct and indirect costs.
- Page 16 – Identified OPUS categories.
- Page 17 – Added clarity on the duplication of benefits issue with the Landlord Compensation Program.
- Page 18 – Added clarity that organizations should follow their CoC requirements regarding data timeliness.
- Page 19 – Removed reference to coordinated entry assessment in records requirements.

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For questions related to STARR, contact Homeless Services Staff by using the dedicated email address at: STARR.HCS@oregon.gov.

1. STARR Program Intent

The third Special Session of the Oregon State Legislature passed House Bill 4401, which provided funds to operate the Supporting Tenants Accessing Rental Relief (STARR) Program to Oregon Housing and Community Services (OHCS) for the provision of rental assistance to financially distressed households in response to the coronavirus (COVID-19) pandemic. The source of funds for the STARR Program may be a combination of federal and state funds, at the direction of Oregon Housing and Community Services.

Rental assistance will be provided for people who experienced a loss of income, experience compromised health condition or were diagnosed or exposed to COVID-19 and are displaced or are unstably housed as the result of public health measures taken to reduce the spread of COVID-19.

In addition, HB 4401 also funded the Landlord Compensation Program. The STARR Program will work in conjunction with the Landlord Compensation Program to help support landlords and tenants with rental assistance through this unprecedented time of need. More information on the Landlord Compensation Program may be found on the OHCS website at: <https://www.oregon.gov/ohcs/housing-assistance/Pages/landlord-compensation-fund.aspx>.

2. Program Summary

STARR provides rental assistance for households who have experienced a loss of income related to COVID-19, been directly impacted by business closure related to COVID-19, have a compromised health condition, diagnosed or exposed to COVID-19, and/or displaced or unstably housed as a public health measure to reduce the spread of COVID-19.

In order to qualify for assistance, households must meet:

- Income eligibility;
- Housing status requirements; and
- Other program specific eligibility requirements.

3. General Program Requirements

(A) Release of Information

Personally identifiable information is protected by federal laws (Privacy Act of 1974, as amended) and will be collected for the purpose of determining program eligibility, providing assistance/service, data collection, reporting and monitoring. Personally identifiable information will be shared with Oregon Housing and Community Services as is necessary to carry out the intent of an assistance or service program for the benefit of the person applying for such assistance or service and may be disclosed to Oregon Housing and Community Services without written authorization. Clients may also be asked to sign a Release of Information; however, refusal to sign such authorization cannot be the basis for denying program services to otherwise eligible clients. Client refusal to sign a Release of

Information does not negate the inclusion of personally identifiable information in secure reporting to Oregon Housing and Community Services. Oregon Housing and Community Services will de-identify client demographic data for the purposes of reporting. Subgrantees and their subrecipients must document in the client file that this privacy notification was provided to the client either verbally or in writing. For all other purposes of collecting personally identifiable information, subgrantees and their subrecipients must follow state and federal laws for the collection, use and sharing of client information.

(B) Confidentiality

Subgrantees and subrecipients must have policies and procedures that ensure all client information and records are secure and confidentially maintained. Subgrantee and subrecipient officers, employees and agents must be aware of and comply with the subgrantees' and subrecipients' confidentiality policies and procedures.

Confidential records include all applications, records, files, and communications relating to applicants for, and clients of, CRF-funded services.

Electronic collection of client information requires procedures for ensuring confidentiality including:

- Computer terminals must be located in a secure location, limiting access to only those persons who have a legitimate interest in and are responsible for client records;
- Computer monitors must be cleared (or a screen saver activated) immediately after accessing a client record;
- Computer terminals must be on a "locked" mode or turned off if the terminal is unattended; and
- Access to personally identifiable HMIS data shall be given to only authorized personnel as necessary for performing the work required for CRF-funded programs.

Note to Domestic Violence Providers:

Subgrantees and subrecipients must have procedures that ensure the safety and security of program participants who are victims of domestic violence, including maintaining strict confidentiality of records.

The confidential policy standards maintained by subgrantees and subrecipients must comply with all applicable local, state and federal requirements. All records shall be open for review to federal, state, and subgrantees' auditors and/or examiners in the course of their regular audits and monitoring functions of CRF-funded programs.

(C) Service Termination or Denial of Assistance

Subgrantees and subrecipients must have written termination, denial, and grievance policies and procedures. The policies and procedures should be readily available to program participants either at intake or by posting the policy in a public place. It is important to effectively communicate these policies and procedures to applicants/clients and ensure they are fully understood.

Subgrantees and subrecipients are required to provide **written notice** to applicants/clients when denied program assistance or assistance is terminated. The notice must include the specific reason(s) for the denial/termination and identify the steps to appeal the subgrantee's and subrecipient's decision.

(D) *Grievance and Appeals Process*

Subgrantees and subrecipient are required to have an established, written process for addressing client grievances for decisions, including termination or reduction of benefit, denial of benefit or other grievance. At a minimum, the process must include the following components:

- Informs the participant/applicant of the policy and policy must be posted in general locations in which a client/applicant is expected to be;
- Informs the participant/applicant that they may contest any subgrantee's or subrecipient's decision that denies (for any reason) or limits eligibility of participant/applicant and/or terminates or modifies any benefits and identifies the steps to follow to contest the decision;
- Allows any aggrieved person a minimum of thirty days to request an administrative review;
- Informs the applicant/participant of their right to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the decision;
- Informs OHCS of the request for administrative review within 10 days of receiving the request; and
- Informs the applicant/participant and OHCS in writing of the final determination and basis for the decision within ten days of the determination.

Any person or persons designated by subgrantee and subrecipient can complete the administrative review, other than the person who made or approved the decision under review or a subordinate of this person.

Subgrantees and subrecipients must make accommodations for clients who have language or disability barriers that would prevent them from participating in the appeals process.

OHCS retains the right to require modification of any review or appeals process that in its determination does not meet basic principles for notification, instruction, time allowance, impartiality, access and other necessary components.

(E) *Nondiscrimination*

Subgrantees and subrecipients are required to comply with all state and federal statutes relating to nondiscrimination. Subgrantees and subrecipients may not take any of the following actions based on race, color, national origin, religion, gender, familial status or disability (federal) or marital status, sexual orientation, gender identity or source of income (state):

- Refuse to accept an application for housing assistance or services
- Deny an application for housing assistance or services
- Set different terms, conditions or privileges for housing assistance or services
- Provide different or specific housing, facilities or services
- Falsely deny that housing is available for inspection or rental or that services are available
- Deny anyone access to a facility or service.

The Fair Housing Act prohibits discrimination based on protected classes in the housing activities of advertising, screening and unit rentals. Using a target population in screening is allowed; however, refusal to accept application or provide information on services or available housing to any protected class, even if these groups do not fit into your targeting strategy, is prohibited.

Screening criteria cannot be discriminatory and must be consistently applied. For example, a provider might decide to give priority to clients who graduate from a tenant readiness education program that is inclusive of all protected classes. If two applications come in at the same time and both meet the screening criteria, the applicant who also has the tenant readiness education experience could receive priority over the applicant who does not; however, providers should always accept the first applicant meeting their criteria or prioritization policy.

For more information, see the [Guide to Fair Housing for Nonprofit Housing and Shelter Providers](#) produced by the Fair Housing Council of Oregon, or contact them directly at www.fhco.org.

(F) *Limited English Proficiency*

The Federal government has issued a series of policy documents, guides and regulations describing how subgrantee and subrecipient should address the needs of citizens who have limited English proficiency (LEP). The abbreviated definition of persons with limited English proficiency is those who: have difficulty reading, writing, speaking, or understanding English, and do not use English as their primary language.

Subgrantee and subrecipients must have a LEP policy document that describes the actions subgrantee and subrecipient took to identify LEP populations in their service area and define actions they will take to provide language assistance and address language barriers. The policy must also state how and how often staff will receive training about assisting LEP persons, how the level of success of the policy will be identified and how changes will be made if needed.

Links to more information about Limited English Proficiency requirements are provided in the appendices “Applicable Rules and Regulations”.

Subgrantees and subrecipient should create a written Language Access Plan (LAP) to provide a framework to document how the agency’s programs will be accessible to all populations

in their service area. Subgrantees and subrecipient who serve few persons needing LEP assistance may choose not to establish a LAP; however, the absence of a written LAP does not release subgrantee's and subrecipient's obligation to ensure LEP persons have access to programs or activities.

(G) Conflict of Interest

Subgrantee and subrecipient must keep records to show compliance with program conflict of interest requirements.

(1) Organizational

The provision of any type or amount of assistance may not be conditioned on an individual's or household's acceptance or occupancy of emergency shelter or housing owned by subgrantee, subrecipient or an affiliated organization. Conflict of interest waivers regarding rent assistance and rental agreement requirements can only be approved by OHCS. If a subgrantee or subrecipient wishes to apply for a waiver, they should contact the OHCS homeless program analyst or manager for guidance in submission of a waiver request, which must be approved by OHCS.

A subgrantee and subrecipient may conduct a participant's intake assessment to determine program eligibility if the participant resides in housing where the subgrantee or subrecipient has ownership interest for the expediency of housing placement services and to create seamless service delivery while keeping the client engaged in services. A waiver of the conflict of interest policy for this purpose is not required for CRF-funded programs.

Subgrantees and subrecipients cannot steer potential renters to units owned or operated by the subgrantee or subrecipient, if the renters will be using a rent subsidy paid with any OHCS funds. Rent-subsidized tenants are free to enter into a rental contract with another landlord within the subgrantee or subrecipient's jurisdiction or they may choose to rent a unit owned or operated by the subgrantee or subrecipient. A waiver request is not required for this situation; however, subgrantees and subrecipients must comply with this provision of the conflict of interest policy.

(2) Individual

For the procurement of goods and services, subgrantee and subrecipient must comply with the codes of conduct and conflict of interest requirements under 24 CFR 85.36 (for governments) or 24 CFR 84.42 (for private nonprofit organizations).

Persons for whom the conflict of interest requirements apply include any person who is an employee, agent, consultant, officer or elected or appointed official of the subgrantee or subrecipient agency. No person who exercises or has exercised any functions or responsibilities with respect to activities assisted under the programs, or who is in a position to participate in decision-making processes or gain inside information with regard to activities assisted under the programs, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract or agreement with respect to an assisted activity; or have a financial

interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has a family or business tie, during his or her tenure or during the one-year period following his or her tenure.

(H) *Monitoring*

OHCS will conduct a program monitoring of subgrantees once every three years or more frequently at OHCS' discretion. Fiscal monitoring will be conducted annually unless circumstances require sooner. Subgrantees will be notified thirty (30) days in advance of the monitoring visit and informed of what documents and records will be reviewed and any required staff or Board interviews. OHCS will provide subgrantees with a written monitoring report inclusive of any findings, concerns or comments. Subgrantees are required to submit timely corrective action to findings and failure to do so may result in the withholding and/or return of CRF funds to OHCS.

Subgrantees must notify and receive approval from OHCS when adding subrecipients and/or renewing subrecipients. Notification and approval normally occurs during the Master Grant Agreement funding application process. However, if changes are made outside of the funding application, subgrantees must submit an Implementation Report Amendment Request form.

(I) *Subrecipient Monitoring*

Subgrantees must monitor their subrecipient organizations at least once during a biennium or the term of the Master Grant Agreement, as determined by OHCS. Subrecipient organization monitoring procedures must be in place and adequately ensure compliance with CRF program requirements. Monitoring reports will be retained by the subgrantee and available for review by OHCS or other authorized entity.

All subrecipients must comply with all program rules and regulations as noted in this program guidance, the Master Grant Agreement and Program Element: Scope of Work.

4. Applicant Eligibility

Program	Program Specific Eligibility	Housing Status Eligibility	Income Eligibility	Eligible Program Components
STARR	<ul style="list-style-type: none"> • Loss of income due to COVID-19 related factors • Impacted by business closure due to COVID-19 • Diagnosed or exposed to COVID-19 • Compromised health status • Experienced financial hardship due to COVID-19 	<ul style="list-style-type: none"> • Literally homeless • Imminent risk of homelessness • Fleeing Domestic Violence • Homeless under other federal statutes • Unstably housed 	<ul style="list-style-type: none"> • At or below 80% AMI 	<ul style="list-style-type: none"> • Program Delivery • Homeless Prevention • Rapid Re-Housing

(A) *Household Composition*

“Household” means an individual living alone, family with or without children, or a group of individuals who are living together as one economic unit.

(B) *Housing Status*

Homeless households are eligible to receive STARR-funded services; and unstably housed households can receive STARR services. Eligible applicants for program services must meet one of the following categorical definitions of homeless or unstably housed and at risk of homelessness:

Category 1: Literally Homeless—Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- Living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not exclusive to, a car, park, abandoned building, bus or train station, airport or camping ground);
 - Living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional shelter, and hotels or motels paid for by charitable organizations or by federal, state or local government programs);
- OR**
- Exiting an institution where he or she has resided for 90 days or less **AND** who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

Category 2: Imminent Risk of Homelessness—Individual or family who will imminently lose their primary nighttime residence provided that:

- The primary nighttime residence will be lost within 21 days of the date of application for homeless assistance;
- No subsequent residence has been identified; **AND**
- The individual or family lacks the resources or support networks (e.g., family, friends, faith-based or other social networks) needed to obtain other permanent housing.

Category 3: Homeless Under Other Federal Statutes—Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, (literally homeless, imminent risk of homelessness or fleeing/attempting to flee domestic violence) but who:

- Are defined as homeless under other listed federal statutes;
- Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the program assistance application;
- Have experienced persistent instability as measured by two moves or more during the preceding 60 days; **AND**
- Can be expected to continue in such status for an extended period of time due to special needs or barriers.

Category 4: Fleeing/Attempting to Flee Domestic Violence—Individual or family who:

- Is fleeing, or is attempting to flee, domestic violence;
- Has no other safe residence; **AND**
- Lacks the resources or support networks to obtain other permanent housing.

Category 5: Unstably Housed—Individual or family who:

- Is at risk of losing their housing, and does not otherwise qualify as homeless under the above listed (1-4) categories, provided that:
- They have been notified to vacate current residence or otherwise demonstrate high risk* of losing current housing; **AND**
- Lack the resources or support networks to obtain other permanent housing.

*High risk may be demonstrated by, but is not solely defined as: having experienced a loss of income or other threat to housing stability due to the COVID-19 crisis (For instance, a roommate or household member that was contributing to the rent is no longer able to pay their portion of the rent due to COVID), or displaced as a result of public health measures taken to reduce the spread of COVID19, and it is unknown if the problem will be resolved in time to avert a loss of housing. In addition, sharing housing of other persons due to loss of housing, economic hardship or a similar reason (“doubled up”) may demonstrate a high risk of losing current housing

(C) Income

STARR-provided services require applicants to be low income; i.e., gross household income at or below 80% of area median income.

Additional supplemental employment income issued during the COVID-19 pandemic is excluded for the purpose of income eligibility requirements.

Income includes the current gross income of all adult household members. Income earned by household members who are minors or full-time students **and** are not considered heads of household is excluded. While household assets should be identified to determine that a program applicant lacks the resources to obtain or retain permanent housing, they are generally not counted as income. There are other exceptions to income based on federal guidance, so please reach out to OHCS for additional clarification on what is counted toward income.

Subgrantee’s process for determining income eligibility and the documentation required should be consistent and must be applied equally across services that use or is supported by STARR funding. Subgrantees’ policies and procedures must identify what method they will use to determine income eligibility and exceptions to the policy, if any. Documentation methods may include:

- Previous 12 months of income;
- “Snapshot” of current income (at time of assessment);
- Previous 30 days of income.

Convert periodic wages to annual income by multiplying:

1. Hourly wages by the number of hours worked per year (2,080 hours for full-time employment with a 40-hour week and no overtime);
2. Weekly wages by 52;
3. Bi-weekly wages (paid every other week) by 26;
4. Semi-monthly wages (paid twice each month) by 24; and
5. Monthly wages by 12.

To annualize other than full-time income, multiply the wages by the actual number of hours or weeks the person is expected to work.

(D) Program Specific Eligibility Criteria

STARR services require applicants to meet one of the program specific eligibility criteria to qualify for the programs:

- (1) Loss of employment or income due to COVID-19 related factors; **OR**
- (2) Directly impacted by business closure related to COVID-19; **OR**
- (3) Diagnosed or exposed to COVID-19; **OR**
- (4) Compromised health status or elevated risk of infection or vulnerability to health as related to COVID-19; **OR**
- (5) Incurred significant cost or experienced a financial hardship due to COVID-19.

(E) *Citizenship*

STARR funding is initially being released through state funds and does not have any citizenship requirements; however, if funds are converted to federal funds, additional citizenship requirements may apply. Subgrantees will be notified if this occurs. Any funds delivered before such conversion will not be subject to citizenship requirements; however, after notification of any fund conversion, Subgrantees may be expected to include citizenship documentation in the client file. More information will be provided and this guidance updated to include any such requirement.

(F) *Eligibility Documentation*

COVID-19 related eligibility may be documented through Self Certification and/or within guidelines for Remote Application and Documentation.

Self-Certification may include, but is not limited to:

- Declaration that a household member's health is at risk due to COVID-19 related factors,
- Employment or income has been lost due to COVID19 related factors,
- A household member has been directly impacted by a business closure related to COVID-19,
- A household member has been diagnosed with COVID19,
- Overcrowding has occurred in the household's current living situation and they have been requested to move due to COVID-19 social distancing guidelines.

Applicants who apply for assistance and provide eligibility documentation remotely may do so via electronic and other communication; e.g., phone, email, text, electronic messaging, mail and other electronic or remote means. The documentation must be kept in the client file.

Subgrantees and subrecipients are required to develop and maintain policies and procedures for the use of a remote application and eligibility documentation process and be available for review by OHCS, upon request. Such policies and procedures must be applied equally across services that use or are supported by STARR funding.

These policies and procedures must address the following elements:

- In what circumstances a remote application and documentation process will be used;
- Verification of the identity of the applicant;
- Verification and documentation of qualification for assistance in relation to program eligibility criteria;
- Verification and documentation as appropriate for ongoing demonstration of eligibility; and
- Notification and documentation to client in relation to release of information, service denial or termination and grievance and appeal requirements.

5. Allowable Program Components and Expenditures

Program related expenses are eligible for the period that begins April 1, 2020 and ends June 30, 2021. Rent payments incurred before 04/01/20 cannot be paid with STARR funds. Pre-paid rent payments after June 30, 2021 are not allowed. Rents may be paid from April 1, 2020 through June 30, 2021.

While STARR has no residency requirements related to the housing status of households, no assistance may be provided to households who reside outside of Oregon.

Program expenditures must be supported by documentation that demonstrates how the expenditure aligns with the allowable component.

(A) *Homelessness Prevention and Rapid Re-Housing*

STARR funding can pay for prevention services to enable households who are at imminent risk of homelessness or unstably housed to regain stability in their current housing or other permanent housing.

STARR funding can pay for rapid re-housing services to enable households who are literally homeless to transition directly to permanent housing.

Eligible homelessness prevention and rapid re-housing services include, but are not exclusive to:

STARR: Homelessness Prevention and Rapid Re-Housing
<ul style="list-style-type: none">• Rent payments*• Late fees and arrearages (one-time payment of arrears may be paid for past due rent incurred after 04/01/2020).• Utility payments and arrearages paid to landlords (utility payments to utility companies are not allowable; however, utility payments directly to landlords when utility payments are included as part of the rent or when a landlord charges a fee or a bill back to the tenant, are allowable retroactive to the beginning of the grant.) (utilities include water, sewer, garbage, gas, electricity, phone, internet) (arrears must be incurred after 04/01/2020),• Hotel/motel vouchers• Moving costs, security, pet deposits and application fees; and• Client direct services.

*Note: Rent payments that are paid on behalf of a tenant who is living in subsidized housing can be made for the **tenant portion of the rent only**. The portion of rent that is already subsidized (for instance, by a Section 8 Voucher) are not eligible for STARR payment. Please work closely with the Housing Authority or other entity providing the subsidy to ensure that no duplication of benefits is occurring.

(B) *Program Delivery*

STARR funding can pay for staff costs related to the delivery of program services to clients and may include, but is not limited to:

- (a) Case management;
- (b) Intake;
- (c) Data entry;
- (d) Landlord engagement;
- (e) Housing relocation assistance; and
- (f) To supplement program delivery expenses that exceed the allowable administration funds provided for the delivery of OHCS-funded Rental Assistance funds.

6. Financial Management

(A) *Administration*

Subgrantees are allowed to use up to fifteen percent (15%) of their total STARR allocation for administrative costs, including those allowed for subrecipient organizations with whom the subgrantee contracts. There is an expectation that administrative funds will be shared with subrecipients commensurate to the services provided through the program by subrecipients.

Please note, that indirect costs are allowed to be applied to the STARR Administration category.

Allowable administrative costs typically, but not exclusively, benefit the organization as a whole and cannot be attributed specifically to a particular program. All amounts billed to administration must be supported by actual costs.

Allowable costs include, but are not limited to:

- Senior executive management personnel salaries and benefits (unless they are directly involved in program operations), administrative staff travel costs;
- General services such as accounting, budget development, personnel, contracting, marketing, agency audit, agency insurance;
- Board expenses (excluding meals);
- Organization-wide membership fees and dues specific to homeless systems and programs;
- General agency facilities costs (including those associated with executive positions), such as rent, depreciation expenses, and operation and maintenance (as part of the organization's direct or indirect cost allocation plan);
- Equipment rental/purchase, insurance, utilities, and IT costs that are not program specific but relate to the administration of the agency as a whole;
- Directly allocable costs such as marketing and communications for the program;
- Indirect costs, including Negotiated Indirect Cost Rate Agreements (NICRA); and
- Allocated costs, consistent with an agency Cost Allocation Plan.

(B) Use of OPUS

The OPUS System is a web-based centralized data system designed to meet business-processing needs. Subgrantee staff must complete training before being authorized to use the fiscal operations program of OPUS. Training can be provided by the Fiscal Grant Specialist at OHCS.

This program uses the following categories within OPUS:

- Administration;
- Program Delivery;
- Homeless Prevention; and
- Rapid Re-Housing.

OHCS maintains an OPUS Manual and OPUS Help Desk. Staff can be reached at:

Email: opushelp@oregon.gov

Ph: (503) 986-2099

Toll Free: (800) 453-5511 Option 6

(C) Request for Funding Documentation

Subgrantees must retain supporting documentation of all costs charged to the applicable grant and be able to provide evidence that grant funds were spent on allowable costs. When subgrantee submits a Request for Funds (RFF) on OPUS, they are required to download documentation of the costs for which they are requesting payment. Any RFF submitted without accompanying documentation or with insufficient documentation will be returned to the subgrantee with instructions to provide additional information.

(D) Budget Change Requests and Implementation Report Amendments

Changes in a subgrantee's scope of work may necessitate the submission of a budget change request. All budget changes require OHCS approval by submitting a Budget Change Request form electronically to: mga.fiscal@oregon.gov.

At the discretion of OHCS, additional information or an Implementation Report Amendment Request form may be required for a budget change request.

Implementation Report Amendments are required when there is a shift in program delivery and/or scope of work. All Implementation Report Amendments require OHCS approval by submitting an Implementation Report Amendment Request through the appropriate Smartsheet form. Find the amendment request form on the OHCS HSS Dashboard at: <https://app.smartsheet.com/b/publish?EQBCT=8a215621578a4f76ae98113d719d5e64>.

Subgrantees must notify, within 30 days, and receive approval from OHCS when adding subrecipients. Notification and approval normally occur during the Master Grant Agreement funding application process; however, if changes are made outside of the funding application, subgrantees must notify OHCS and obtain approval by submitting an Implementation Report Amendment Request through the appropriate Smartsheet form (<https://app.smartsheet.com/b/publish?EQBCT=8a215621578a4f76ae98113d719d5e64>).

(E) *Funds Spend Down*

Time Bound Expenditure Plans (TBEP) are required to be submitted. We know the increased spending rate will be challenging from a capacity perspective; however, STARR funds are required to adhere to all fiscal related Spend Down policies.

Subgrantees submit spenddown target to OHCS within the timeline specified by OHCS and in form and format approved by OHCS. OHCS will review subgrantee’s grant spending in accordance with subgrantee’s Master Grant Agreement and OHCS policy and will review expenditures for CRF-funded program twice per month.

Subgrantees must submit request for funds (RFF) on a monthly basis, at a minimum.

Subgrantees are expected to fully obligate or expend grant funds during each funding cycle in accordance with OHCS policy. Contact your OHCS Program Analyst for any questions regarding your expenditure of funds.

7. Data Requirements

(A) *Key Performance Measures*

The key performance measures of increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program applies to the STARR program.

(B) *Data Entry*

Subgrantees and their subrecipients are required to enter STARR related client data into the Service Point Homeless Management Information System (HMIS), except for data of victims of domestic violence clients, which must be entered into a comparable database that meets HMIS standards. Projects serving survivors of domestic violence where the operator is not a victim services provider are required to enter data in their HMIS. Subgrantees and subrecipients are responsible for acquiring and documenting informed written consent from program participants and protecting program participant’s confidentiality.

The STARR program is providing the option of collecting LESS Data Elements, than regular OHCS programs, such as EHA. OHCS recognizes intensive case management may not be provided for each household. However, the data element of “Client’s Residence/Last Permanent Address” will be required for this program. This address will be used to ensure landlords who are accessing the Landlord Compensation Fund in addition to their tenants accessing STARR funds are appropriately applying the payments and not duplicating benefits from the two programs. Tenants will not be penalized for accessing rental assistance on their own, but landlords may be required to apply STARR payments to proscriptive rent payments instead. CAA’s are not responsible for this, it will be the responsibility of OHCS to work with the landlord on this process.

In addition to less data elements, OHCS is NOT requiring a Service Transaction with Fund for STARR. Instead, OHCS will employ OPUS for this direct service cost.

Additional guides and assistance with HMIS data entry, data quality and reporting may be found on our website at: <https://www.oregon.gov/ohcs/for-providers/Pages/index.aspx>.

(C) *Data Timeliness*

Timely and accurate data entry is critical to ensuring meaningful data analysis and reporting. Therefore, it is recommended that subgrantees and subrecipients enter data within three business days. Your local CoC may have more strict data timeliness requirements.

(D) *Required Data Elements*

HMIS Universal and OHCS-required Data Elements that must be collected for ALL programs include, but are not limited to:

1. Name
2. Social Security Number
3. Date of Birth
4. Race/Race Additional
5. Ethnicity
6. Gender
7. Veteran Status
8. Disabling Condition
9. Current Living Situation
10. Prior Living Situation
11. Project Start Date
12. Project Exit Date
13. Destination
14. Relationship to Head of Household
15. Client Location
16. Current County of Residence (for CAAs that cover more than one county)
17. Percent of AMI
18. Client's Residence/Last Permanent Address

(E) *Comparable Database*

Victim service providers are prohibited from entering data in HMIS; however, they are required to maintain comparable databases which provide aggregate information and data consistent with HMIS data collection requirements.

Comparable Databases must have the following characteristics:

- The victim service provider controls who can access and see client information;
- Access to the database is carefully controlled by the victim service provider;
- Meets the standards for security, data quality, and privacy of the HMIS within the Continuum of Care. The Comparable Database may use more stringent standards than the Continuum of Care's HMIS;
- Complies with all HUD-required technical specifications and data fields listed in HMIS;

- Be programmed to collect data with the most up-to-date HMIS Data Standards;
- Have the functionality necessary to de-duplicate client records within each system in order to provide an aggregate and unduplicated count of clients by project type;
- Be able to generate all reports required by federal and state partners, for example, the HUD-CoC APR, HUD-ESG CAPER and the OHCS Participant Demographic Report; and
- Data fields that can be modified and customized by the victim service provider to benefit clients.

Additionally, individual survivor data must be routinely destroyed as soon as the program no longer needs it to provide client services or to satisfy grant/legal requirements. Victim service providers may suppress aggregate data on specific client characteristics if the characteristics would be personally identifying. Finally, the program's contract with the database vendor should include binding agreements to ensure security of and program control over client data.

8. Records Requirements

(A) *Case Files*

Documentation of client eligibility and services received must be maintained in client case files (paper or electronically). Documentation for applicants found to be ineligible for assistance or for clients who are no longer eligible to receive assistance is required and will include the client's request for assistance, why they are ineligible and how it was communicated to the applicant. Ineligible clients do not need to be entered into HMIS unless the use of HMIS is a part of the subgrantee or subrecipient's intake/assessment process.

File documentation will be the basis of OHCS monitoring to ensure subgrantee and subrecipient is in compliance with program requirements and regulations. OHCS recommends that subgrantees and subrecipients use a client file checklist to ensure adequate documentation of case files. Sample forms are available on the OHCS website.

(B) *Records Access*

Subgrantees and their subrecipient organizations are required to permit OHCS, the Oregon Secretary of State's Office, the federal government, and the duly authorized representatives of such entities access to, and the right to copy, all program client and fiscal records for such purposes as research, data collection, evaluations, monitoring, and auditing. At the sole discretion of OHCS, access to records shall include the removing of records from the subgrantees' and subrecipients' office.

(C) *Records Retention*

Subgrantees and subrecipients shall retain all program records pertinent to client services and expenditures incurred under STARR in a manner consistent with the requirements of state and federal law. This includes, but is not limited to, those requirements listed in Administrative Rule, Operations Manual and Special Schedules. Find the OHCS Special Schedule at the Oregon State Archives:

https://sos.oregon.gov/archives/Pages/state_admin_schedules.aspx.

Find the State Agency General Records Retention Schedules at the Oregon State Archives:
https://sos.oregon.gov/archives/Pages/records_retention_schedule.aspx.

Subgrantees and subrecipients shall retain and keep accessible all such **fiscal and program records**, client records, digital and electronic records, books, documents, papers, plans, and writings for a minimum of **(6) six years**, or such longer period as may be required by applicable law, whichever date is later. Applicable law includes the following final payment and termination of STARR funding, or until the conclusion of any audit, controversy or litigation arising out of, or relating to STARR-funded programs.

(Remainder of page left blank intentionally)

Table of Contents:

- A. [Wait Lists and Income Eligibility](#)
- B. [What is Included in Rent?](#)
- C. [Landlords and W9s](#)
- D. [Conflict of Interests](#)

A. Wait Lists and Income Eligibility

1. If a client was below income limits at time of placement on a waitlist, but then by the time they were assisted, their income was above the limit, could they be assisted? Waitlists sometimes operate based on an initial screening, many times, via telephone where a client will certify their income; however, that income is not verified until they are connected with an eligibility worker at which time the income is verified. So, if a client is on the waitlist for several months, their income may have changed.
 - A) ***Waitlists typically operate by verbal confirmation or by pre-application and income is not verified through documentation at that time. If verification occurs after several months and the client's income has risen, their rent arrears (based on less income availability at the time) may still very much be an issue that could lead to eviction. OHCS is allowing flexibility for the STARR program ONLY that due to the unique nature of the pandemic's unemployment situation, the eviction moratorium, and the fact that clients are waitlisted through no fault of their own, it is acceptable to pay the rental arrears based on the initial stated income. However, no current/future rent payments for a client can be paid unless based on the program's income eligibility at time of verification and which is supported by documentation. CAA internal policies and procedures for this program should include clarity that "If a client's income meets eligibility at the time they are placed on a waitlist, but the income has risen above the eligibility limit at the time assistance can be provided, CAAs may pay an arrears balance for said client, but no further rental payments can be made unless client once again meets income eligibility."***

B. What is Included in Rent?

1. Landlords are getting creative with fees and rents. Can storage, garage, parking, pet rents/monthly fees be considered as part of rent?
 - A) ***Many landlords are charging extra costs to rent a garage space or other storage on-site. Some may have a shop or other garage-type space on the property which would be charged separately, but as part of the total monthly rent. Landlords are even charging for parking spaces when parking is limited. Pet rent is also becoming quite common. Storage rent has always been allowable under rapid re-housing as literally homeless people may need to have a storage unit for their personal items before they become stably housed. Other types of rents, such as garage, storage, parking or pet rents, included as part of housing rent and located on-site are also allowable. If the charge is for a space that is not a part of the main dwelling and off-site, it would not be allowable (such as a shop off-site and used for business purposes).***

C. Landlords and W9s

1. What do I do if a landlord will not provide a W9?

A) OHCS cannot provide tax advice, but organizations working with landlords should follow all IRS regulations when setting up vendor payments. You may find more information at the following website for what a W9 form is and why collecting a W9 for a business to business (CAA to Landlord, for instance) vendor relationship is best practice: <https://www.w9manager.com/always-get-a-w-9-form/> and <https://www.sjgorowitz.com/irs-form-w-9-best-practices/>

D. Conflict of Interests

1. If we have employees that apply for STARR assistance or if we own the unit that STARR applicant resides in, do we need OHCS approval before being able to assist them?

A) If you have employees that meet eligibility for STARR, you may assist them; however, we recommend that a manager/supervisor approves the assistance in writing to ensure applicants are being processed in the same manner as other applicants. For applicants that are renting in units owned by the subgrantee/subrecipient – you cannot steer potential applicants to these units; however, it is acceptable to assist them in the same manner as other applicants. Additional information can be found on page 8 “Conflict of Interest” section of the STARR Guidance.

Exhibit N: Compliance Requirements: Community Development Block Grant (CDBG COVID) Funds

Subrecipient shall comply with the CDBG-specific terms and conditions as listed in this exhibit.

- A. In April, 2020, in response to the coronavirus public emergency Clackamas County received an allocation federal funding to prevent, prepare for respond to the coronavirus (COVID-19). This allocation was authorized under the Coronavirus Aid, Relief and Economic Security Act (CARES) Public Law 116-136. The Department of Health Housing and Humans Services, in partnership with the County Emergency Operations Center Command has received Community Services Block Grant funds that have been passed on to the Social Services Division to support activities designed to provide assistance to individuals and families who are unemployed or otherwise economically impacted by the public health emergency.
- B. In response to a Congressional directive, HUD has required all CDBG recipients to use CDBG funds provided pursuant to this Agreement for eligible activities as described in 24 CFR 570.201 (e), and agrees not to use such funds for any ineligible activity described in 24 CFR 570.207.
- C. SUBRECIPIENT shall expend CDBG funds to support the staffing and operations of a rental assistance program. Documentation shall be provided through submission of documentation accompanying invoices and completion of accurate and time entry of information into the HMIS data entry system. CDBG funds will not be used to provide any rental assistance payments to program participants.

1. Scope of Cooperation

HMIS. SUBRECIPIENT shall ensure that data on all persons served and all activities assisted under CDBG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If SUBRECIPIENT is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

2. Program Requirements

- a. Coordination with other targeted homeless services.
 - i. SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, CDBG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area. The list of programs are included in 24 CFR 576.400(b).
 - ii. System and program coordination with mainstream resources. SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, CDBG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible. Examples of these programs are included in 24 CFR 576.400(c).
- b. Coordinated Housing Assessment. The Continuum of Care has developed a coordinated assessment system in accordance with requirements to be established by HUD, each CDBG-funded program or project within the Continuum of Care's area must use that assessment system. SUBRECIPIENT must work with COUNTY to ensure the screening, assessment and referral of program participants are consistent with the written standards required by the Continuum of Care's coordinated assessment system. A victim service provider may choose not to use the Continuum of Care's coordinated assessment system.

- c. SUBRECIPIENT must establish and consistently apply written standards for providing CDBG assistance. At a minimum these written standards must include:
 - i. Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under CDBG;
 - ii. Policies and procedures for coordination among emergency shelter providers, essential services providers, homelessness prevention, and rapid re-housing assistance providers; other homeless assistance providers; and mainstream service and housing providers (see § 576.400(b) and (c) for a list of programs with which CDBG-funded activities must be coordinated and integrated to the maximum extent practicable);
 - iii. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance;
 - iv. Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time; and
 - v. Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant receive assistance, or the maximum number of times the program participant may receive assistance.
- d. Participation in HMIS. SUBRECIPIENT shall ensure that data on all persons served and all activities assisted under CDBG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If SUBRECIPIENT is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.
- e. Evaluations. SUBRECIPIENT must conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for CDBG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under 24 CFR § 576.400(d) and the written standards established under 24 CFR § 576.400(e).
- f. Annual income. When determining the annual income of an individual or family, SUBRECIPIENT must use the standard for calculating annual income under 24 CFR 5.609.
- g. Organizational conflicts of interest. The provision of any type or amount of CDBG assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the recipient, SUBRECIPIENT, or a parent or subsidiary of SUBRECIPIENT. No subrecipient may, with respect to individuals or families occupying housing owned by SUBRECIPIENT, or any parent or subsidiary of SUBRECIPIENT, carry out the initial evaluation required under § 576.401 or administer homelessness prevention assistance under § 576.103.
- h. Individual conflicts of interest. For the procurement of goods and services, SUBRECIPIENT must comply with the codes of conduct and conflict of interest requirements under 2 CFR 200.318. For all other transactions and activities, the following restrictions apply:
 - i. Conflicts prohibited. No person described in paragraph 7.14.2 of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted under the CDBG program, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a

financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure.

- ii. Persons covered. The conflict-of-interest provisions of paragraph (b)(1) of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of SUBRECIPIENT.
 - iii. Exceptions. Upon the written request of the recipient, COUNTY, in conjunction with HUD, may grant an exception to the provisions of this subsection on a case-by-case basis, taking into account the nature of the conflict and the factors listed below:
 - a) Threshold requirements. COUNTY and HUD will consider an exception only after the recipient has provided an opinion of the recipient's attorney that the interest for which the exception is sought would not violate state or local law.
 - b) Factors to be considered for exceptions. In determining whether to grant a requested exception after SUBRECIPIENT has satisfactorily met the threshold requirements, HUD must conclude that the exception will serve to further the purposes of the CDBG program and the effective and efficient administration of SUBRECIPIENT's program or project, taking into account the cumulative effect of the following factors, as applicable:
 - (1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
 - (2) Whether an opportunity was provided for open competitive bidding or negotiation;
 - (3) Whether the affected person has withdrawn from his or her functions, responsibilities or the decision-making process with respect to the specific activity in question;
 - (4) Whether the interest or benefit was present before the affected person was in the position in which the conflict of interest may have occurred;
 - (5) Whether undue hardship results to SUBRECIPIENT, or the person affected, when weighed against the public interest served by avoiding the prohibited conflict; and
 - (6) Any other relevant considerations.
 - iv. Contractors. All contractors of SUBRECIPIENT must comply with the same requirements that apply to subrecipients under this section.
- i. Homeless Participation.
- i. SUBRECIPIENT must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy-making entity of SUBRECIPIENT, to the extent that the entity considers and makes policies and decisions regarding any facilities, services, or other assistance that receive funding under CDBG.
 - ii. If SUBRECIPIENT is unable to meet the homeless participation requirement, it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under CDBG. The plan must be submitted to COUNTY to be included in the annual action plan required under 24 CFR 91.220.
 - iii. To the maximum extent practicable, SUBRECIPIENT must involve homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under CDBG, in providing services assisted under CDBG, and in providing services for occupants of facilities assisted under CDBG.

Required Certifications

CDBG Certifications

The Community Development Block Grant Program SUBRECIPIENT certifies that:

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

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

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

Consolidated Plan – All activities SUBRECIPIENT undertakes with assistance under CDBG are consistent with the jurisdiction’s consolidated plan.

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

HMIS – SUBRECIPIENT will comply with HUD’s standards for participation in the local Homeless Management Information System and the collection and reporting of client level information.

The requirement that SUBRECIPIENT involve, to the maximum possible extent practicable and where appropriate, homeless individuals and families in policy making, renovating, maintaining, and operating facilities assisted under the CDBG program is met in the following manner:

Rose Fuller Digitally signed by Rose Fuller
Date: 2021.04.26 13:31:11 -07'00' **4/26/21**

Signature/Authorized Official Date

Rose Fuller, Executive Director

Title



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with Eagle Elsner, Inc. for the
S Central Point Rd and New Era Rd Intersection Realignment

Purpose/Outcome	This contract will complete all work related to the realignment of the intersection of Central Point Road and New Era Road. This contract will complete all work to construct including excavation, embankment, storm water facilities, roadway paving, electrical, landscaping, signs and striping.
Dollar Amount and Fiscal Impact	Contract Value \$1,010,101.01, budgeted in DTD CIP Project #22254.
Funding Source	County Road Fund and HB 2017 Safety
Duration	Contract Execution through December 30,2022
Previous Board Action/Review	September 22, 2020 - Policy work Session, evaluate and approve design options January 30, 2020- BCC public meeting review / outreach. April 27, 2021- Discussion at Issues
Strategic Plan Alignment	This project follows the Board's Key Initiatives to provide strong infrastructure and ensure safe communities by maintaining and improving the County's existing road infrastructure.
Counsel Review	Counsel Date: April 15, 2021 Counsel Initials: AN
Procurement Review	Was this project processed through Procurement? Yes.
Contact Person	Stan Monte, Construction Project Manager 503-742-4678
Contract No.	3926

Background:

The intersection of S Central Point Rd and S New Era Rd is skewed at 75 degrees with a two-way-stop-controlled in the northbound and southbound directions and uncontrolled in the eastbound and westbound directions. An Independent Safety Evaluation in 2017 indicated there may be a correlation between the 75 degree intersection skew and the high percentage of crashes at this intersection.

This project will realign the existing intersection approaches to eliminate the intersection skew, improving sight distance to meet the current sight distance/safety requirements. Flashing yellow beacons will also be added to "Stop Ahead" signs and flashing red beacons will be added to the Stop signs.

The project work is anticipated to begin in the summer of 2021 following contract signing. Substantial completion will be not later than October 31, 2021, with final completion of plant establishment no later than December 31, 2022.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on February 22, 2021. Bids were publicly opened on March 23, 2021. The County received seven (7) bids: Dirt & Aggregate Interchange, \$1,267,666.00; Eagle-Elsner, \$1,010,101.01; Kerr Contractors, \$1,179,660.00; Carter & Company, \$1,137,489.00; M.L. Houck Construction, \$1,231,780.00; Kodiak Pacific, \$1,450,450.00; and Elting NW, \$1,088,886.00. After review of the bids, Eagle Elsner, Inc., was determined to be the lowest responsive bidder.

Recommendation:

Staff respectfully recommends that the Board approve and sign this public improvements contract with Eagle Elsner, Inc. for the S Central Point Rd and New Era Rd Intersection Realignment project.

Sincerely,

Stan Monte

Stan Monte,
Construction Project Manager
Department of Transportation and Development

Placed on the BCC Agenda _____ by Procurement



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
Contract #3926

This Public Improvement Contract (the “Contract”), is made by and between the Clackamas County, a political subdivision of the State of Oregon, hereinafter called “Owner,” and **Eagle-Elsner, Inc.**, hereinafter called the “Contractor” (collectively the “Parties”), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

Project Name: #2021-13 South Central Point Road and South New Era Road Intersection Realignment Construction

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **one million ten thousand one hundred one dollars and one cent (\$1,010,101.01)** (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the project specifications) referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid as indicated in the accepted Bid.

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

- Notice of Contract Opportunity
- Supplemental Instructions to Bidders
- Bid Form
- Performance Bond and Payment Bond
- Payroll and Certified Statement Form
- Addenda #1 and #2
- Instructions to Bidders
- Bid Bond
- Public Improvement Contract Form
- Prevailing Wage Rates
- Plans, Specifications and Drawings

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

The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default

2. Representatives.

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

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

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

3. Key Persons.

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

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

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

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

4. Contract Dates.

COMMENCEMENT DATE: Upon issuance of Notice to Proceed ("NTP")
On-site work no sooner than May 1, 2021 per special provisions
00180.40(b)

SUBSTANTIAL COMPLETION DATE: October 31, 2021

FINAL COMPLETION DATE/3rd Note: June 30, 2022

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

5. Insurance Certificates and Required Performance and Payment Bonds.

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

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

5.2.1 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than the minimum amount required by statute for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation coverage by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

5.3 Builder's Risk Insurance: During the term of the Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk forms, including earthquake and

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

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

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

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

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

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

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

5.7 Before execution of the Contract, the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon

Revised Statutes, Chapter 279C.830 and 279C.836, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting any Subcontractor to start Work.

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

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

6. Responsibility for Damages/Indemnity.

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

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

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

7. Tax Compliance.

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

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

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

8. Confidential Information.

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of Owner ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

9. Counterparts.

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

10. Integration.

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

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

11. Liquidated Damages

The Contractor acknowledges that the Owner will sustain damages as a result of the Contractor's failure to substantially complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the Project, and costs associated with Contract administration and use of temporary facilities.

- 11.1 Liquidated Damages shall be as follows if the actual Substantial Completion exceeds the required date of Substantial Completion:
11.1.1. \$ 700 per Calendar day past the Substantial Completion date as identified in section 00180.85 (b) and 00180.85 (c).

12. Compliance with Applicable Law. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract including, but not limited to, compliance with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

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

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

15. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

Signature page to follow.

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

Contractor DATA:
Eagle-Elsner, Inc.
P.O. Box 23294
Tigard, Oregon 97281

Contractor CCB # 27112 Expiration Date: 04/2/2022
Oregon Business Registry # 135009-13 Entity Type: DBC State of Formation: Oregon

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

Eagle-Elsner, Inc.

Clackamas County

Richard Eagle, Pres 09-15-21
Authorized Signature Date

Chair Date

Richard Eagle, President
Name / Title Printed

Recording Secretary

APPROVED AS TO FORM

04/15/2021

[Signature]
County Counsel Date



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

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CLACKAMAS COUNTY
NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

INVITATION TO BID #2021-13
South Central Point Road and South New Era Road
Intersection Realignment Construction
February 22, 2021

Clackamas County ("County") through its Board of County Commissioners is accepting sealed bids for the **South Central Point Road and South New Era Road Intersection Realignment Construction** Project until **March 18, 2021, 2:00 PM**, Pacific Time, ("Bid Closing") at the following location:

DELIVER BIDS TO: Clackamas County Procurement Division, Attention George Marlton, County Procurement Officer, via email to procurement@clackamas.us.

Bidding Documents can be downloaded from ORPIN at the following address:

<http://orpin.oregon.gov/open.dll/welcome>, Document No.C01010-2021-13-21.

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

Engineers Estimate: \$1,270,000.00

Contact Information

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

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

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

State Prevailing Wage

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

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

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

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



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

INSTRUCTIONS TO BIDDERS

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

Article 1. Scope of Work

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

Article 2. Examination of Site and Conditions

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

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

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

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

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

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

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

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

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

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

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

Article 4. Security to Be Furnished by Each Bidder

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

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

Article 5. Execution of Bid Bond

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

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

Article 6. Execution of the Bid Form

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

The Bid Form relates to Bids on a specific Project

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

Article 7. Prohibition of Alterations to Bid

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

Article 8. Submission of Bid

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

Article 9. Bid Closing and Opening of Bids

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

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

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

Article 10. Acceptance or Rejection of Bids by Owner

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

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

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

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

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

Article 11. Withdrawal of Bid

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

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

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

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

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

Article 13. Recyclable Products

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

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

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

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

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

Article 15. Protest of Intent to Award

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

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

Article 16. Disclosure of First-Tier Subcontractors

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

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



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT**

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

**Project Name: #2021-13 South Central Point Road and
South New Era Road Intersection Realignment Construction**

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

- 1.** To be eligible for award under this Invitation to Bid, bidders (prime contractors) must submit a prequalification application (either ODOT or County) to the County at least two business days prior to the Bid Closing. County will reject bids from bidders who are not prequalified for the class of work indicated prior to the Bid Closing. **Bidders must be prequalified in Earthwork and Drainage (EART).**
- 2. COVID- Buildings Closed.** The County is requiring all bids for this project be electronically submitted. Complete Bids (including all attachments) must be received by the closing time and date 2:00 p.m. Pacific Time, March 18, 2021. The Bid must be emailed to the following address: Procurement@clackamas.us. **The email subject line must read “Bid for #2021-13 South Central Point Road and South New Era Road Intersection Realignment Construction.”** Upon receiving of the bid, the County will send bidders an email confirmation acknowledging receipt. Bids delayed or lost by email system filtering or failures may be considered at Clackamas County’s sole and absolute discretion. Bids will be publicly read aloud via the computer application, Zoom. Bidders will be allowed to video conference or listen by phone to the bid results. The projects Zoom meeting can be accessed via the information below:
Join Zoom Meeting
<https://clackamascounty.zoom.us/j/89516057960>
Meeting ID: 895 1605 7960
One tap mobile
+12532158782,,89516057960# US (Tacoma)
+13462487799,,89516057960# US (Houston)

Dial by your location
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 408 638 0968 US (San Jose)

+1 669 900 6833 US (San Jose)
+1 312 626 6799 US (Chicago)
+1 646 876 9923 US (New York)
+1 301 715 8592 US (Washington DC)
Meeting ID: 895 1605 7960

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

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

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

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

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

Prime Contractor Name: Eagle-Elsner, Inc.

Total Contract Amount: 1,010,101.01

Project Name: #2021-13 South Central Point Road and South New Era Road

Intersection Realignment Construction

PRIME SELF-PERFORMING: Identify below ALL GFE Divisions of Work (DOW) to be self-performed. Good Faith Efforts are otherwise required.	
DOW BIDDER WILL SELF-PERFORM (GFE not required)	
Paving	Signs
Grading	
Pipe	
Excavation	

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

LIST ALL SUBCONTRACTORS BELOW Use <u>correct legal name</u> of Subcontractor (No Assumed Business Names)		Division of Work List ALL DOW performed by Subcontractors	DOLLAR AMOUNT OF SUBCONTRACT	If Certified or self-reporting MBE/WBE/ESB Subcontractor Check Box <input checked="" type="checkbox"/>		
				MBE	WBE	ESB
Name	Mountain View Tree	Tree Removal	\$21,600	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Address	PO Box 80805					
City/St/Zip	Portland, OR 97280					
Phone #	(503) 363-0991					
OCCB#	179875					
Name	Brothers Concrete Cutting	Saw Cutting	\$250.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Address	1721 Fescue Street SE					
City/St/Zip	Albany, OR 97322					
Phone #	(800) 252-5091					
OCCB#	48661					
Name	Fox Erosion Control	Landscaping	\$68,821.50	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Address	11901 Hwy. 212					
City/St/Zip	Clackamas, OR 97015					
Phone #	(503) 654-8816					
OCCB#	LCB 7393					
Name				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Address						
City/St/Zip						
Phone #						
OCCB#						

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

Prime Contractor Name: Eagle-Elsner, Inc.

Total Contract Amount: 1,010,101.01

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Intersection Realignment Construction

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

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

Prime Contractor: Eagle-Elsner, Inc.

Project: #2021-13 South Central Point Road and South New Era Road

Intersection Realignment Construction

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

NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work (Painting, electrical, etc.)	Date Solicitation Letter/Fax Sent	PHONE CONTACT		BID ACTIVITY Check Yes or No			REJECTED BIDS (if bid received & not used)		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used	
TruLine Striping (541) 647-4410	Striping	3/10/2021	3/11/2021	Got Voicemail - Left Message	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Oregon Asphalt Maintenance (541) 451-4687	Striping	3/11/2021	3/11/2021	Got Voicemail - Left Message	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Angell Flight Asphalt (541) 349-9208	Striping	3/11/2021	3/11/2021	Jordan	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			Business is Closing Down
Anderson Erosion Control (541) 998-2062	Landscaping	3/10/2021	3/11/2021	Kevin Madsen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$79,152	Were not low Bid	
Valley Growers Nursery (503) 651-3535	Landscaping	3/11/2021	3/11/2021	Voicemail with Matthew Brown - Left Message	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Azuri Construction (503) 289-8431	Landscaping	3/11/2021	3/11/2021	Got Voicemail - Left Message	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			

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

Prime Contractor: Eagle-Elsner, Inc.

Project: #2021-13 South Central Point Road and South New Era Road

Intersection Realignment Construction

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

NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work (Painting, electrical, etc.)	Date Solicitation Letter/Fax Sent	PHONE CONTACT		BID ACTIVITY Check Yes or No			REJECTED BIDS (if bid received & not used)		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used	
Mountain View Tree Service (503) 363-0991	Tree Falling	3/11/2021	3/11/2021	Jamos Velarde	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Brothers Concrete Cutting (800) 252-5091	Saw Cutting	3/11/2021	3/11/2021	TJ Herrold	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			Emailed add'l Job Information
Bedrock Commercial Concrete Cutting (503) 761-3961	Saw Cutting	3/10/2021	3/11/2021	Left Voicemail with Ian	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Fritz Cutting & Coring (503) 729-0268	Saw Cutting	3/11/2021	3/11/2021	No Answer / No Voicemail	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			

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

Prime Contractor Name: _____ Total Contract Amount: _____
 Project Name: #2021-13 South Central Point Road and South New Era Road
 Intersection Realignment Construction

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

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

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

 Authorized Signature of Contractor Representative

 Date



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID BOND

Project Name: #2021-13 South Central Point Road and South New Era Road
Intersection Realignment Construction

We, Eagle Elsner, Inc., as "Principal,"
(Name of Principal)

and Western Surety Company, an South Dakota Corporation,
(Name of Surety)

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

Ten Percent of Total Amount Bid--- dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No. 2021-13) for the project identified above which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document.

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

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 18th day of March, 2021.

Principal: Eagle Elsner, Inc.

Surety: Western Surety Company

By: *Richard Eagle, Pres*
Signature

By: *Gloria Bruning*
Attorney-In-Fact

PRESIDENT
Official Capacity

Gloria Bruning
Name

Attest: *Mary D. Newrow*
Corporation Secretary

1201 SW 12th Ave., Suite 500
Address

Portland, OR 97205
City State Zip

503-224-2500 503-224-9830
Phone Fax

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Philip O Forker, Gloria Bruning, Vicki Mather, Brent Olson, Richard W Kowalski, Ray M Paiement, Joel Dietzman, Christopher A Reburn, J Patrick Dooney, Gail A Price, Individually

of Portland, OR, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of January, 2020.



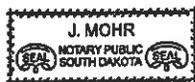
WESTERN SURETY COMPANY

Paul T. Brufat
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 7th day of January, 2020, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of March, 2021.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID FORM

PROJECT: # 2021-13 South Central Point Road and South New Era Road
Intersection Realignment Construction

BID CLOSING: March 18, 2021, 2:00 PM, Pacific Time

BID OPENING: March 18, 2021, 2:05 PM, Pacific Time

FROM: EAGLE-ELSNER, INC.
Bidder's Name (must be full legal name, not ABN/DBA)

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

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

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

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

One Million, Ten Thousand, One
Hundred One Dollars and 01 Cent Dollars (\$ 1,010,101⁰¹)

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

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

• ADDENDA numbered 1 through 2, inclusive (fill in blanks)

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

3. The Undersigned proposes to add to or deduct from the Base Bid indicated above the items or work relating to the following Unit Price(s) as designated in the Specifications, for which any adjustments in the

Contract amount will be made in accordance with the project specifications: **Provide the attached Bid Schedules with Bid.**

4. The work shall be completed within the time stipulated and specified in 00180.50(h) of the Special Provisions for **Highway Construction S Central Point Rd and S New Era Rd Intersection Realignment Construction.**

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

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

WESTERN SURETY
(name of surety company - not insurance agency)

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

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

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

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

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

11. Contractor's CCB registration number is 27112. As a condition to submitting a bid, a Contractor must be registered with the Oregon Construction Contractors Board in accordance with ORS 701.035 to 701.055, and disclose the registration number. Failure to register and disclose the number will make the bid unresponsive and it will be rejected, unless contrary to federal law.

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

13. The successful Bidder hereby certifies that, in compliance with the Worker's Compensation Law of the State of Oregon, its Worker's Compensation Insurance provider is SAIF, Policy No. 870540, and that Contractor shall submit Certificates of Insurance as required.

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

Project Executive:	<u>CURTIS COOKSEY</u>	Cell Phone:	<u>(971) 235-4586</u>
Project Manager:	<u>DAVE ELSNER</u>	Cell Phone:	<u>(971) 235-4571</u>
Job Superintendent:	<u>DALE ZOUCHA</u>	Cell Phone:	<u>(503) 985-9754</u>
Project Engineer:	_____	Cell Phone:	_____

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

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

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

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

NAME OF FIRM EAGLE-ELSNER, INC.

ADDRESS P.O. BOX 23294
TIGARD, OR 97281

TELEPHONE NO (503) 628-1137

EMAIL CURTIS@EAGLE-ELSNER.COM

SIGNATURE 1) _____
Sole Individual

or 2) _____
Partner

or 3) Richard Eagle Pres
Authorized Officer or Employee of Corporation

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

BID SCHEDULE #2021-13**S Central Point Rd and S New Era Rd Intersection Realignment**

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
MOBILIZATION AND EXTRA WORK AS AUTHORIZED						
1	00196	EXTRA WORK AS AUTHORIZED	LS	1	\$40,000.00	\$40,000.00
2	00210	MOBILIZATION	LS	1	47,009 ⁵¹	47,009 ⁵¹
TRAFFIC CONTROL						
3	00225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	LS	1	20,000 ⁰⁰	20,000 ⁰⁰
4	00225	PORTABLE CHANGEABLE MESSAGE SIGNS	EACH	4	950 ⁰⁰	3800 ⁰⁰
EROSION CONTROL						
5	00280	EROSION CONTROL	LS	1	2000 ⁰⁰	2000 ⁰⁰
6	00280	INLET PROTECTION, TYPE 3	EACH	4	45 ⁰⁰	180 ⁰⁰
7	00280	CHECK DAM, TYPE 3	EACH	58	40 ⁰⁰	2320 ⁰⁰
8	00280	SEDIMENT BARRIER, TYPE 8	FOOT	1500	425	6375 ⁰⁰
9	00280	MATTING, TYPE E	SY	2700	425	11,475 ⁰⁰
10	00290	POLLUTION CONTROL PLAN	LS	1	1000 ⁰⁰	1000 ⁰⁰
ROADWORK						
11	00305	CONSTRUCTION SURVEY WORK	LS	1	31,000 ⁰⁰	31,000 ⁰⁰
12	00310	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	38,000 ⁰⁰	38,000 ⁰⁰
13	00320	CLEARING AND GRUBBING	LS	1	47,000 ⁰⁰	47,000 ⁰⁰
14	00330	GENERAL EXCAVATION	LS	1	36,000 ⁰⁰	36,000 ⁰⁰
15	00330	STONE EMBANKMENT	TON	8,000	30 ⁰⁰	246,000 ⁰⁰
16	00331	12 INCH SUBGRADE STABILIZATION	SY	350	29 ⁰⁰	10,150 ⁰⁰
17	00350	GEOGRID, TYPE 2	SY	5,000	125	6250 ⁰⁰
18	00350	SUBGRADE GEOTEXTILE	SY	7,000	055	3850 ⁰⁰
19	00350	DRAINAGE GEOTEXTILE, TYPE 1	SY	550	355	1952.50
20	00350	RIPRAP GEOTEXTILE, TYPE 1	SY	5	30 ⁰⁰	150 ⁰⁰
21	00390	LOOSE RIPRAP, CLASS 50	CY	3	165 ⁰⁰	495 ⁰⁰
DRAINAGE AND SEWERS						
22	00415	MAIN LINE VIDEO INSPECTION	EACH	6	300 ⁰⁰	1800 ⁰⁰
23	00430	GRANULAR DRAIN BACKFILL MATERIAL	CY	120	73 ⁰⁰	8760 ⁰⁰
24	00430	8 INCH DRAIN PIPE	FT	50	49 ⁰⁰	2450 ⁰⁰
25	00445	12 INCH REINFORCED CONCRETE STORM SEWER PIPE, 5 TO 10 FT DEPTH	FT	305	80 ⁰⁰	24,400 ⁰⁰
26	00445	18 INCH REINFORCED CONCRETE STORM SEWER PIPE, 5 TO 10 FT DEPTH	FT	21	150 ⁰⁰	3150 ⁰⁰
27	00470	STORM CLEAN OUT	EACH	1	500 ⁰⁰	500 ⁰⁰
28	00470	CONCRETE INLETS, TYPE DITCH	EACH	4	2000 ⁰⁰	8000 ⁰⁰
29	00470	CONCRETE MONUMENT BOXES	EACH	10	350 ⁰⁰	3500 ⁰⁰
30	00490	CONNECTION TO EXISTING STRUCTURES	EACH	1	500 ⁰⁰	500 ⁰⁰
BASES						
31	00620	COLD PLANE PAVEMENT REMOVAL, 2 TO 4 INCHES DEEP	SY	300	10 ⁰⁰	3000 ⁰⁰
32	00640	AGGREGATE BASE AND SHOULDERS	TON	4,100	27 ⁰⁰	110,700 ⁰⁰
WEARING SURFACES						
33	00744	LEVEL 3, 1/2 INCH DENSE ACP MIXTURE @ 2" DEEP (Wearing Course)	TON	530	75 ⁰⁰	39,750 ⁰⁰
34	00744	LEVEL 3, 1/2 INCH DENSE ACP MIXTURE @ 5.5" DEEP (Base Course)	TON	1,570	70 ⁰⁰	109,900 ⁰⁰
PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES						

BID SCHEDULE

S Central Point Rd and S New Era Rd Intersection Realignment

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
35	00840	DELINEATORS, TYPE 2	EACH	20	50 ⁰⁰	1,000 ⁰⁰
36	00860	BI-DIRECTIONAL YELLOW TYPE I MARKERS	EACH	65	7 ⁰⁰	455 ⁰⁰
37	00865	THERMOPLASTIC, EXTRUDED OR SPRAYED, SURFACE, NON-PROFILED	FT	5,300	115	6095 ⁰⁰
38	00867	TYPE B-HS PREFORMED FUSED THERMOPLASTIC FILM	SF	60	1050	630 ⁰⁰
PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS						
39	00905	REMOVE AND REINSTALL EXISTING SIGNS	LS	1	1000 ⁰⁰	1000 ⁰⁰
40	00930	PERFORATED STEEL SQUARE TUBE ANCHOR SIGN SUPPORTS	LS	1	2200 ⁰⁰	2200 ⁰⁰
41	00930	TRIANGULAR BASE BREAKAWAY SIGN SUPPORTS	LS	1	1000 ⁰⁰	1000 ⁰⁰
42	00940	SIGNS, STANDARD SHEETING, EXTRUDED ALUMINUM	SF	75	30 ⁰⁰	2250 ⁰⁰
43	00990	FLASHING RED BEACON INSTALLATION, COMPLETE	LS	1	23500 ⁰⁰	23,500 ⁰⁰
44	00990	FLASHING YELLOW BEACON INSTALLATION, COMPLETE	LS	1	10,000 ⁰⁰	10,000 ⁰⁰
RIGHT-OF-WAY DEVELOPMENT AND CONTROL						
45	01010	WATER QUALITY/FLOW CONTROL STRUCTURE, SDMH-1	LS	1	10,000 ⁰⁰	10,000 ⁰⁰
46	01011	FLOW CONTROL BASIN, B	LS	1	30,000 ⁰⁰	30,000 ⁰⁰
47	01012	WATER QUALITY SWALE, A	LS	1	18,000 ⁰⁰	18,000 ⁰⁰
48	01030	PERMANENT SEEDING, EROSION CONTROL MIX SEEDING	ACRE	0.52	3700 ⁰⁰	1924 ⁰⁰
49	01030	WATER QUALITY SEEDING, LOW GROW SEED MIX	ACRE	0.08	11000 ⁰⁰	880 ⁰⁰
50	01040	TOPSOIL	CY	650	55 ⁰⁰	35,750 ⁰⁰

PROPOSED COST BID SCHEDULE 1,010,101⁰⁰
(Numerically)

PROPOSED COST BID SCHEDULE One Million, Ten Thousand, One Hundred One Dollars and one Cent,
(Written in Words)

COMPANY NAME EAGLE-ELSNER, INC.

AUTHORIZED SIGNATURE Richard Eagle, Pres

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
PROJECT: #2021-13 Highway Construction S Central Point Rd and
S New Era Rd Intersection Realignment Construction.

BID OPENING: March 18, 2021, 2:00 PM, Pacific Time

Failure to submit this Form by the disclosure deadline will result in a nonresponsive bid.

INSTRUCTIONS:

This First-Tier Subcontractor Disclosure Form ("Form") must be submitted and received at the location specified in the Notice of Public Improvement Contract Opportunity on the advertised Bid Closing, and within two working hours after the advertised Bid Closing Time.

The Form may be mailed, hand-delivered or emailed to: Procurement@clackamas.us. It is the responsibility of Bidders to submit this Form and any additional sheets with the Project name clearly marked on the envelope or the subject line of the email.

Subcontractor lists may be submitted with the bid in the same envelope or email at the Bid Closing date and time. Subcontractor lists **MUST** be submitted within **two (2) hours** of the Bid Closing date and time.

List below the name of each subcontractor that will be furnishing labor, or labor and materials, for which disclosure is required, the category of work that the subcontractor will be performing, and the dollar value of the subcontract. Enter "**NONE**" if the value of the project bid is less than \$100,000 or there are no subcontractors that need to be disclosed. **ATTACH ADDITIONAL SHEETS IF NECESSARY.**

	SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK
1.	FOX EROSION CONTROL	68,821.50	LANDSCAPE
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

The above listed first-tier subcontractor(s) are providing labor, or labor and material, with a Dollar Value equal to or greater than:

- a) 5% of the total Contract Price, but at least \$15,000. If the Dollar Value is less than \$15,000 do not list the subcontractor above; or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Firm Name: EAGLE-ELSNER, INC.

Bidder Signature: Richard Eagle, Pres Phone # (503) 628-1137



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PERFORMANCE BOND

Bond No.: 26478683
Solicitation: #2021-13
Project Name: South Central Point Road and South New Era Road
Intersection Realignment Construction

<u>Western Surety Company</u> (Surety #1)	Bond Amount No. 1:	\$ 1,010,101.01
(Surety #2)*	Bond Amount No. 2:*	\$
* If using multiple sureties	Total Penal Sum of Bond:	\$ 1,010,101.01

We, Eagle Elsner, Inc. as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) One Million Ten Thousand One Hundred One & 01/100—(~~\$1,010,101.01~~) (Provided, that we the Sureties bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

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

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

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless Clackamas County and its elected officials, officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or

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

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

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

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

Dated this _____ day of _____, 2021.

PRINCIPAL: Eagle Elsner, Inc.

By: *Richard E. Fries*
Signature

President
Official Capacity

Attest: *Mary D. Newson*
Corporation Secretary

SURETY: Western Surety Company
[Add signatures for each if using multiple bonds]

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

Gloria Bruning
Name

Gloria Bruning
Signature

1201 SW 12th Ave., Suite 500
Address

Portland, OR 97205

City State Zip
503-224-2500 503-224-9830

Phone Fax

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Philip O Forker, Gloria Bruning, Vicki Mather, Brent Olson, Richard W Kowalski, Ray M Paiement, Joel Dietzman, Christopher A Reburn, J Patrick Dooney, Gail A Price, Individually

of Portland, OR, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of January, 2020.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 7th day of January, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____, 2021.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No.: 26478683
Solicitation: #2021-13
Project Name: South Central Point Road and South New Era Road
Intersection Realignment Construction

Table with 3 columns: Surety Name, Bond Amount No., and Amount. Includes entries for Western Surety Company (Surety #1), (Surety #2)*, and Total Penal Sum of Bond.

We, Eagle Elsner, Inc., as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) One Million Ten Thousand One Hundred One & 01/100--(\$1,010,101.01) (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

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

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

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

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

retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against Clackamas County on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

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

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

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

Dated this _____ day of _____, 2021.

PRINCIPAL: Eagle Elsner, Inc.

By: *Richard Eagle, Pres*
Signature

Attest: *Marcy Newton*
President
Official Capacity
Corporation Secretary

SURETY: Western Surety Company
[Add signatures for each if using multiple bonds]

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

Gloria Bruning
Name

Gloria Bruning
Signature

1201 SW 12th Ave., Suite 500
Address

Portland, OR 97205

City State Zip

503-224-2500 503-224-9830

Phone Fax

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Philip O Forker, Gloria Bruning, Vicki Mather, Brent Olson, Richard W Kowalski, Ray M Paiement, Joel Dietzman, Christopher A Reburn, J Patrick Dooney, Gail A Price, Individually

of Portland, OR, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of January, 2020.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 7th day of January, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____, 2021.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary



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

**PROJECT: #2021-13 South Central Point Road and South New Era Road
Intersection Realignment Construction**

Project Background:

This project will realign the northbound and southbound intersection approaches to eliminate the intersection skew. The roadway reconstruction consists of approximately 900 linear feet of construction and reconstruction along South Central Point Road and approximately 550 linear feet of reconstruction along South New Era Road. The majority of the work includes earthwork, 2,100 tons of asphalt paving, and storm sewer construction.

Road improvements will include excavation, embankment, storm water facilities, roadway paving, signs and striping, and flashing beacon installation at the intersection of S Central Point Road and S New Era Road.

Engineers Estimate: \$1,270,000.00

Key Dates:

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

On-site work no sooner than May 1, 2021 per special provisions
00180.40(b)

SUBSTANTIAL COMPLETION/2ND NOTE DATE: October 31, 2021

FINAL COMPLETION/3RD NOTE DATE: June 30, 2022

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

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

- SPECIAL PROVISIONS FOR HIGHWAY CONSTRUCTION- S CENTRAL POINT RD AND S NEW ERA RD INTERSECTION REALIGNMENT CONSTRUCTION, dated February, 2021
- S CENTRAL POINT RD AND S NEW ERA RD INTERSECTION REALIGNMENT Drawing Set, (96 pages).

**SPECIAL PROVISIONS
FOR HIGHWAY CONSTRUCTION**

**DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
CLACKAMAS COUNTY, OREGON**

**S CENTRAL POINT RD AND
S NEW ERA RD INTERSECTION
REALIGNMENT CONSTRUCTION**

**AGGREGATE BASES, ASPHALT CONCRETE PAVING AND OILING,
EARTHWORK AND DRAINAGE, ELECTRICAL, LANDSCAPING,
SIGNING AND STRIPING**

FEBRUARY 2021

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Specifications for Proposed
S Central Point Rd and S New Era Rd
Intersection Realignment Construction

PROFESSIONAL OF RECORD CERTIFICATION(s):

 <p>REGISTERED PROFESSIONAL ENGINEER 86225PE <i>Jonathan Hangartner</i> OREGON MARCH 14, 2017 JONATHAN HANGARTNER EXPIRES 06-30-2021</p>	<p>I certify that the Special Provision Sections listed below were prepared by me or under my supervision.</p> <p>Sections: All Sections.</p>
<p>Date Signed: 1/27/2021</p>	

SPECIAL PROVISIONS

APPLICABLE SPECIFICATIONS

The Specification that is applicable to the Work on this Project is the 2018 edition of the "Oregon Standard Specifications for Construction".

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

SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

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

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

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

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

00110.10 Abbreviations

Add the following:

CCDA -	Clackamas County Development Agency
DTD -	Clackamas County Department of Transportation and Development
LCRB -	Local Contract Review Board
ODFW -	Oregon Department of Fish and Wildlife
UNS -	Utility Notification System
WES -	Water Environment Services of Clackamas County

00110.20 Definitions

Add or modify definitions as follows:

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

Amendment – A contract modification for Additional Work, Changed Work, Extra Work, Field Directives, or other changes. An Amendment changes the contract

S Central Point Rd and S New Era Rd Intersection Realignment Construction

value, scope, and/or time. Amendments require formal approval by the Board of County Commissioners, pursuant to LCRB Rule Division C-049-160, prior to approval of such work.

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

Award – Same as “Notice to Intent to Award”.

BCC – The Clackamas County Board of County Commissioners

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

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

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

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

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

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

S Central Point Rd and S New Era Rd Intersection Realignment Construction

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

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

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

Department – A subdivision of the Agency.

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

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

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

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

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

ODOT Procurement Office – Clackamas County Purchasing Department.

Owner – Synonymous with Agency.

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

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

Shop Drawings – Synonymous with Working Drawings.

Solicitation Document – Synonymous with Bid Documents.

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

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

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

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

END OF SECTION

SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES

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

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

See Instructions to Bidders.

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

See Instructions to Bidders.

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

See Notice of Public Improvement Contract and Instructions to Bidders.

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

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

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

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

00120.25 Subsurface Investigations - Replace the first two sentences of the first paragraph with the following:

The Agency or its consultant has conducted subsurface or geologic investigations of the Project Site, and the results of these investigations are available at the Engineer's office.

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

See Instructions to Bidders.

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

See Instructions to Bidders.

00120.45 Submittal of Bids - Delete and replace with:

See Instructions to Bidders.

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

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

See Instructions to Bidders.

S Central Point Rd and S New Era Rd Intersection Realignment Construction

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

See Instructions to Bidders.

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

See Instructions to Bidders.

00120.95 Opportunity for Cooperative Arrangement – Delete this section.

END OF SECTION

SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

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

00130.00 Consideration of Bids - Delete third paragraph.

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

See Instructions to Bidders.

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

See Instructions to Bidders.

00130.30 Contract Booklet – Add the following:

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

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

00130.40 Contract Submittals - Delete and replace with the following:

See Instructions to Bidders.

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

See Instructions to Bidders.

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

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

END OF SECTION

SECTION 00140 – SCOPE OF WORK

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

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

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

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

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

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

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

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

END OF SECTION

SECTION 00150 – CONTROL OF WORK

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

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

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

00150.05 Cooperative Arrangements – Delete this section.

00150.10 Coordination of Contract Documents

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

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

- Approved Amendments;
- Approved Change Orders
- Bid Schedule with Schedule of Prices;
- Permits from governmental agencies
- Special Provisions;
- Agency-prepared drawings specifically applicable to the Project and bearing the Project title;
- Reviewed and accepted, stamped Working Drawings;
- Agreement Form;
- Standard Drawings;
- Approved Unstamped Working Drawings;
- Standard Specifications;
- All other Contract Documents not listed above.

Notes on a drawing shall take precedence over drawing details.

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

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

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

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

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

- Perform earthwork slope staking including intersections and match lines and set stakes defining limits for clearing which approximate right-of-way and easements.
- Inform the Engineer of staking requirements at least 5 Calendar Days before the staking needs to begin;
- Coordinate construction to provide sufficient area for the Engineer to perform surveying work efficiently and safely;
- Accurately measure detailed dimensions, elevations, and Slopes from the Engineer's stakes and marks;
- Perform the Work in such a manner as to preserve stakes and marks;
- Set any reference lines for automatic control from the control stakes provided by the Engineer.
- Inform the Engineer of any property corners monuments and/or survey markers that are not shown on the plans and are found during construction activities prior to disturbing the monuments. Allow the Agency 2 Work days for referencing all found markers before they are removed. Monuments that are noted on the plans to be protected and are disturbed by the Contractor's activities shall be replaced by the Contractor's surveyor at the Contractor's expense.

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

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

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

- Hold a utility scheduling meeting and monthly utility coordination meetings (see also 00180.42);
- Maintain and re-establish utility location marks according to OAR 952-001-0090(2)(a). Coordinate re-establishment of the location marks with the associated Utility;
- Determine the exact location before excavating within the reasonable accuracy zone according to OAR 952-001-0090(2)(c);
- Backfill any exposed utilities as recommended and approved by the Utility representative. Obtain utility locate warning tape from the Utility and replace damaged or removed warning tape. Utility locate warning tape may not be present at all existing utilities;
- Stake, place warning tape, and maintain no work limits around critical Utility facilities as shown or directed by the Engineer and the Utility; and
- In addition to the notification required in OAR 952-001-0090(5), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the

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Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown utility issues.

The existing underground utilities shown on the Plans have been determined by as-built records and field surveys, but are not guaranteed to be complete or accurate. The Contractor shall be responsible for contacting the individual utility companies to mark locations, and arranging with them for any relocation work that should be required.

The Contractor shall make excavations and borings ahead of the work where necessary to determine the exact location of underground pipes or other features, which might interfere with construction. The Contractor shall support and protect pipes or other services where they cross the trench and shall be responsible for all damages incidental in interruptions of service that may be caused by Contractor operations. Where a new utility line crosses an existing pipeline or other conduit, the trench backfill shall be well compacted in a manner that provides for the required backfill and compaction standards while protecting the utility in question.

00150.50 Cooperation with Utilities - Add the following subsection:

(f) Utility Information:

1. (Portland General Electric – “Power Company ”)
(Sondra Lee, 503-463-6173, Sondra.Lee@pgn.com)

Notify, in writing, Portland General Electric at least 30 Calendar Days (4 weeks) before beginning Work on the Project.

Energized power lines overhang portions of the Work with a minimum vertical clearance of approximately 15 feet. Contractor shall maintain at least 10 feet of safety clearance. Exceptions require written approval from Portland General Electric and may require an On-Site safety watcher, at no cost to the Contractor. Provide the Engineer a copy of the written approval of exception before beginning work.

Portland General Electric operates power facilities at multiple locations within the Project limits both parallel and perpendicular to the roadway centerline. Notify, in writing, at least 30 Calendar Days (4 weeks) before beginning excavation. Allow Portland General Electric 30 Calendar Days (4 weeks) to complete relocation (readjustment) work.

2. (Canby Telephone Association (DirectLink) – “Telephone Company”)
(Eric Kehler, eric.kehler@directlink.coop, 503-266-8223)

Notify, in writing, Canby Telephone Association (DirectLink) at least 30 Calendar Days (4 weeks) before beginning Work on the Project.

Notify, in writing, Canby Telephone Association (DirectLink) at least 30 Calendar Days (4 weeks) before beginning excavation and drainage within 10 feet of conduit and risers. Allow Canby Telephone 30 Calendar Days (4 weeks) to complete relocation (readjustment) work.

3. (CTLQL-CenturyLink - "Fiber Company")

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(Scott Miller, scott.miller4@centurylink.com, 503-242-4144)

Notify, in writing, CenturyLink at least 30 Calendar Days (4 weeks) before beginning excavation and drainage activities within 10 feet of underground fiber and risers. Allow CenturyLink 30 Calendar Days (4 weeks) to complete relocation (readjustment) work.

4. (Wave Broadband - "Communication Company")
(Derek Anderson, danderson@wavebroadband.com)

Notify, in writing, Wave Broadband at least 30 Calendar Days (4 weeks) before beginning excavation and drainage activities within 10 feet of underground fiber and risers. Allow Wave Broadband 30 Calendar Days (4 weeks) to complete relocation (readjustment) work.

00150.70 Detrimental Operations – Add the following:

Portions of this project might be constructed in close proximity to existing private improvements. All private improvements disturbed by the Contractor's operations shall be repaired or replaced to equal or better condition at the Contractor's expense. The Engineer may withhold from future payments to the Contractor, an amount equal to the costs reasonably estimated by the Engineer to repair or replace, as the case may be, those private improvements disturbed by the Contractor's operations. Engineer shall release the retained amount once Engineer has determined that the Contractor has completed the repair consistent with the requirements of this provision. In addition, prior to construction, the Contractor shall provide to the Engineer videotape showing private property, if any, which may be disturbed during construction.

END OF SECTION

SECTION 00160 – SOURCE OF MATERIALS

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

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

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

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

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

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

00160.20(a) Buy America – Delete this section and replace with the following: Federal highway funds are NOT involved on this Project.

END OF SECTION

SECTION 00165 – QUALITY OF MATERIALS

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

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

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

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

The County follows the NTMAG on its projects.

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

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

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

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

END OF SECTION

SECTION 00170 – LEGAL RELATIONS AND RESPONSIBILITIES

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

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

The characterization of provisions of the Contract as material provisions or the failure to comply with certain provisions as a material breach of the Contract shall in no way be construed to mean that any other provisions of the Contract are not material or that failure to comply with any other provisions is not a material breach of the Contract.

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

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

National Oceanic and Atmospheric Administration

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

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

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

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

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

Add the following subsection:

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

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

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

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

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

- Clackamas County and its officers, agents, and employees
- Clackamas County Board of Commissioners

00170.72 Indemnity/Hold Harmless – Delete and replace with the following:

Clackamas County Public Improvement Contract.

Extend indemnity and hold harmless to the Agency and the following:

- Clackamas County and its officers, agents, and employees
- Clackamas County Board of Commissioners

00170.85(b-1) Contractor Warranty for Specific Items – This subsection does not apply:

END OF SECTION

SECTION 00180 – PROSECUTION AND PROGRESS

Comply with Section 00180 of the Standard Specifications supplemented and/or modified as follows:

00180.06 Assignment of Funds Due Under the Contract - Delete first bulleted item.

00180.21 Subcontracting - Add the following to subsection (a):

All contracts with subcontractors or suppliers shall have provisions making the contract assignable to the County, at the option of the County, if the Contractor terminates, goes out of business, declares bankruptcy, or otherwise is unable to perform provided that the County gives the subcontractor notice of assignment within fourteen (14) days of learning of the inability of the Contractor to perform.

The Engineer may revoke consent to subcontract. If the Engineer revokes consent to subcontract, the subcontractor shall be immediately removed from the Project Site.

00180.22 Payments to Subcontractors and Agents of the Contractor - Replace the paragraph that begins "To the extent practicable..." with the following paragraph:

To the extent practicable, the Contractor shall pay in the same units and on the same basis of measurement as listed in the Schedule of Items for subcontracted Work or other Work not done by the Contractor's own organization. The Agency will not be responsible for any overpayment or losses resulting from overpayment by the Contractor to subcontractors and to its other agents, work providers, service providers, and trucking services providers.

00180.40 Limitation of Operations - Add the following to subsection (a):

The Contractor must provide, at a minimum, a 48-hour notice to the Clackamas County Project Manager in order to perform any work on Saturdays.

00180.40(b) On-Site Work - Add the following paragraph to the end of the subsection:

The Contractor shall not begin On-Site Work before May 1, 2021, unless approved by the Engineer.

Add the following subsection:

00180.40(c) Specific Limitations - Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

Limitations	Subsection
Cooperation with Utilities	00150.50
On-Site Work	00180.40(b)
Critical Time Periods.....	00180.44
Contract Completion Time	00180.50(h)
Maintenance Under Traffic	00620.43

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Be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this Subsection.

00180.41 Project Work Schedules – Add the following:

A Type “B” schedule as detailed in the Supplemental Specifications is required on this Contract. In addition, a three-week look ahead schedule shall be prepared by the Contractor on a weekly basis and submitted to the Engineer. It shall include all construction activities planned for the following three-week period. The three-week look ahead schedule can be hand-written and shall be in a format agreed upon by the Contractor and the Engineer.

00180.42 Preconstruction Conference - Add the following:

Before beginning On-Site Work and before meeting with the Engineer for the preconstruction conference, hold a group utilities scheduling meeting with representatives from the utility companies involved with this project. Incorporate the utilities time needs into the Contractor's schedule submitted prior to the preconstruction conference.

Submit the following during the preconstruction conference unless otherwise directed:

- The names, addresses, and telephone numbers of two or more persons employed by the Contractor who can be reached day or night to handle emergency matters.
- Subcontractor's list including contact list for each subcontractor with phone numbers and addresses and work to be performed.
- List of personnel authorized to sign change orders and receive progress payment warrants.
- Video recording of private properties affected by construction per 00150.70.

A representative of each subcontractor shall be required to attend the pre-construction conference.

00180.43 Commencement and Performance of Work - Add the following bullet item:

- Conduct the work at all times in a manner and sequence that will insure minimal interference with traffic. The Contractor shall not begin work that will interfere with work already started. If it is in the County's best interest to do so, the County may require the Contractor to finish a portion or unit of the project on which work is in progress or to finish a construction operation before work is started on an additional portion or unit of the project.

00180.44 Critical Time Periods - Note the following critical time periods where only certain types of work can be performed throughout the project, and completion times for work items:

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Road closure: One continuous closure of the intersection of S Central Point Rd and S New Era Rd of no more than 56 Calendar Days (8 weeks) shall occur during periods when lanes are not required to remain open, as outlined in Section 00220.40(e).

00180.50(h) Contract Time - Complete all Work to be done under the Contract, except for seeding establishment, before the earlier of 120 Calendar Days, or October 31, 2021.

00180.70 Suspension of Work - Add the following to the first bullet item:

If the Inspector has reason to believe that any safety provisions are not being adhered to, the Inspector will immediately notify the Contractor's site foreman and/or the appropriate person and the County Project Manager. The purpose of this discussion is to determine the validity of the alleged violation. This will also allow the Contractor a reasonable amount of time to correct or improve any of the provisions for the safety on this project. If the County Project Manager finds the problem still unresolved or uncorrected, they will notify the Contractor's Project Manager and the County's Risk Management Safety Analyst. If the County's Risk Management Safety Analyst finds that the job site contains any unresolved safety issues they will take appropriate action up to and including suspension of the Contractor's operations on all or part of the Work.

00180.85(b) Liquidated Damages - Add the following paragraph:

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be \$700 per Calendar Day *.

* Calendar Day amounts are applicable when the Contract time is expressed on the Calendar Day or fixed date basis.

Add the following subsection:

00180.85(c) Lane Closures and Road Closures - Lane closures and road closures beyond the limits specified will inconvenience the traveling public and will be a cost to the Agency.

(1) Lane Closures - It is impractical to determine the actual damages the Agency will sustain in the event traffic lanes are closed beyond the limits listed in 00220.40(e). Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per 15 minutes, or for a portion of 15 minutes, per lane, for any lane closure beyond the limits listed in 00220.40(e). In addition to the liquidated damages, all added cost for traffic control measures, including flagging, required to maintain the lane closures beyond the allowed time limits, will be at no additional cost to the Agency. The required traffic control measures will be as determined by the Engineer.

The Engineer will determine when it is safe to reopen lanes to traffic. Assessment of liquidated damages will stop when all lanes have been safely reopened. Any liquidated damages assessed under these provisions will be in addition to those listed in 00180.85(b).

END OF SECTION

SECTION 00190 – MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications supplemented and/or modified as follows:

00190.20(g) Agency-Provided Weigh Technician: Delete and replace subsection (g) with the following:

The Contractor must provide a weigh technician. The Agency will not provide one for the Contractor.

END OF SECTION

SECTION 00195 – PAYMENT

Comply with Section 00195 of the Standard Specifications supplemented and/or modified as follows:

00195.10 Payment for Changes in Material Costs - Delete and replace with the following:

No asphalt cement cost adjustment shall be used on this project.

00195.12 Steel Material Price Escalation/De-Escalation Clause – Add the following sentence:

No steel material price escalation/de-escalations shall be used on this project. There is no option for Contractor participation.

00195.20(b) Significant Changed Work - Replace the paragraph that begins “Any such adjustments...” with the following paragraph:

Any adjustments may be less than, but will not be more than the amount justified by the Engineer on the basis of the established procedures set out in Section 00197 for determining rates. This does not limit the application of Section 00199.

Significant is defined as:

- a) An increase or decrease of more than 25 percent of the total cost of the Work calculated from the original proposal quantities and the unit contract prices; or,
- b) An increase or decrease of more than 25 percent in the quantity of any one major contract item.

For condition b) above, a major item is defined as any item that amounts to 10 percent or more of the original total contract price.

00195.50 Progress Payments and Retained Amounts - Modify as follows:

00195.50(a) Progress Payments - Modify as follows:

(1) Progress Estimates - Delete the first sentence and replace with the following:

At a regular period each month to be determined at the Preconstruction Conference, the Contractor will make an estimate of the amount and value of pay item work completed and in place. This estimate will be submitted to the Project Manager for review and approval.

(2) Value of Material on Hand - Delete the section and replace with the following:

(2) Value of Material on Hand - The Contractor will make an estimate of the amount and value of acceptable material to be incorporated in the completed work which has been delivered and stored as given in 00195.60(a) for review and approval.

(4) Limitations on Value of Work Accomplished - In the first sentence, change "Engineer's estimate" to "Contractor's reviewed estimate".

00195.50 (b) Retainage - Delete the first paragraph and replace with:

The amount to be retained from progress payments will be 5.0% of the value of payments made, and will be retained in one of the forms specified in Subsection (c) below. The County will withhold Retainage from all force account and change order work.

00195.50(c) Forms of Retainage – Delete first paragraph and replace with:

Forms of acceptable retainage are set forth below in Subsections (1) through (3). “Cash, Alternate A” or “Cash, Alternate B” (Retainage Surety Bond) are the Agency-preferred forms of retainage. Unless the Contractor notifies the County otherwise in writing, the County will automatically hold retainage per paragraph (2) “Cash, Alternate B (No Interest Earned). If the Agency incurs additional costs as a result of the Contractor’s election to use “Bonds and Securities”, the Agency may recover such costs from the Contractor by a reduction of the final payment.

Delete and replace paragraph (2) with the following:

(2) Cash, Alternate B (No Interest Earned) – Retainage will be deducted from progress payments and held by the Agency until final payment is made in accordance with 00195.90, unless otherwise specified in the Contract.

00195.50(d) Release of Retainage – Delete this section and replace with the following:

(d) Release of Retainage - As the Work progresses, release of the amounts to be retained under (b) of this Subsection will only be considered for Pay Items that have been satisfactorily completed. For purposes of this Subsection, a Pay Item will be considered satisfactorily completed only if all of the Work for the Pay Item is complete and all contractual requirements pertaining to the Pay Item and Work have been satisfied. Work not included in a Pay Item, or which constitutes part of an uncompleted Pay Item, will not be regarded as satisfactorily completed Work for the purposes of this Subsection.

When the Work is 50% completed and upon written application of the Contractor and written approval of the Surety, the Engineer or Project Manager may reduce or eliminate retainage on remaining progress payments if the Work is progressing satisfactorily.

A determination of satisfactory completion of Pay Items or Work or release of retainage shall not be construed as acceptance or approval of the Work and shall not relieve the Contractor of responsibility for defective Materials or workmanship or for latent defects and warranty obligations.

END OF SECTION

SECTION 00196 – PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications.

00196.91 Extra Work Allowance – Add the following new section:

The Bid schedule of prices contains a bid item for a pre-determined amount of Engineer ordered extra work. All Bidders shall reflect this same amount in their total Bid. No Bidder shall presume in the preparation of the bid or in the course of contract work that there will be a certain payment under that item or a certain order for extra work.

END OF SECTION

SECTION 00197 – PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications modified as follows:

00197.20(a) General - Replace the paragraph that begins "Except as modified by these..." with the following paragraph:

Except as modified by these provisions, Equipment use approved by the Engineer will be paid at the rental rates given in the most current edition of the EquipmentWatch Cost Recovery (Blue Book) published by EquipmentWatch, a division of Penton Business Media, Inc., and available from EquipmentWatch (phone 1-800-669-3282) (<http://equipmentwatch.com>).

00197.20(c-3) Rate Adjustment Factor - Replace this subsection, except for the subsection number and title, with the following:

The rate adjustment factor used above will be determined by applying only the Model Year Adjustment to the Blue Book Rates. The Regional and User Defined Ownership/Operating Adjustments shall not apply.

00197.20(c-5) Limitations - Delete the paragraph that begins "The Blue Book..."

END OF SECTION

SECTION 00199 – DISAGREEMENTS, PROTESTS AND CLAIMS

Comply with Section 00199 of the Standard Specifications supplemented and/or modified as follows:

00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies - Delete the entire section and replace with the following:

The Contractor must properly submit a claim as detailed in 00199.30.

(a) Engineer Claim Review - The Engineer or Project Manager will, as soon as practicable, consider and investigate a Contractor's properly submitted claim for additional compensation, Contract Time, or for a combination of additional compensation and Contract Time. Once the Engineer or Project Manager determines the Agency is in receipt of a properly submitted claim, the Engineer or Project Manager will arrange a meeting, within 28 Calendar Days, or as otherwise agreed by the parties, with the Contractor in order to present the claim for formal review and discussion. A person authorized by the Contractor to execute Change Orders on behalf of the Contractor must be present and attend all claim meetings.

If the Engineer or Project Manager determines that the Contractor must furnish additional information, records, or documentation to allow proper evaluation of the claim, the Engineer will schedule a second meeting, to be held within 14 calendar days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The Engineer or Project Manager will advise the Contractor of the decision to accept or reject the claim. If the Engineer or Project Manager finds the claim has merit, an equitable adjustment will be offered. If the Engineer or Project Manager finds the claim has no merit, no offer of adjustment will be made and the claim will be denied. The County intends to resolve claims at the lowest possible level.

If, at any step in the claim decision or review process, the Contractor fails to promptly submit requested information or documentation that the Agency deems necessary to analyze the claim, the Contractor is deemed to have waived its right to further review, and the claim will not be considered properly filed and preserved.

If the Engineer or Project Manager has denied a claim, in full or in part, for Contract Time only according to 00180.80, or has denied a claim, in full or in part, for correction of final compensation according to 00195.95, those disputed claims may then be resolved, in full or in part, at either of the two progressive steps of claim review procedure as specified in this Subsection. For all claims, all of the actions and review under each step of the review process shall occur before the review can be advanced to the next higher step.

(b) Director Claim Review - Upon request by the Contractor, the Department Director will review the Engineer or Project Manager's decision on the claim and advise the Contractor of the decision in writing. If the Director finds the claim has merit, and equitable adjustment will be offered. If the Director finds the claim has no merit, no offer of adjustment will be made and the claim will be denied.

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Once the Engineer determines the Agency is in receipt of a properly submitted claim, the Engineer will arrange a meeting, within 21 Calendar Days or as otherwise agreed by the parties, with the Contractor in order to present the claim for formal review and discussion.

If the Engineer determines that the Contractor must furnish additional information, records or documentation to allow proper evaluation of the claim, the Engineer will schedule a second meeting, to be held within 14 Calendar Days or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The Director shall evaluate the claim based on the information provided by the Contractor to the Engineer or Project Manager. However, if the Department Director (or designee) determines that the Contractor must furnish additional information, records or documentation to allow proper evaluation of the claim, the Department Director (or designee) will schedule a meeting, to be held within 14 Calendar Days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The claim is subject to records review, if not all of the records requested by the Department Director (or designee) were furnished. If applicable, advancement of the claim is subject to the provisions regarding waiver and dismissal of the claim or portions of the claim.

The decision of the Department Director shall be the final decision of the Agency.

(c) Commencement of Litigation - If the Contractor does not accept the Director's decision, then the Contractor shall commence any suit or action to collect or enforce any claim filed in accordance with 00199.30 within a period of one (1) year following the mailing of the decision or within one (1) year following the date of "Second Notification", whichever is later. If said suit or action is not commenced in said one (1) year period, the Contractor expressly waives any **and** all claims for additional compensation and any and all causes of suit or action for the enforcement thereof that he might have had.

The Contractor must follow each step in order, and exhaust all available administrative remedies before resorting to litigation. Litigation of a claim that cannot be resolved through the process described above shall be initiated by filing a complaint in the Clackamas County Circuit Court for the State of Oregon.

In any litigation, the entire text of any order or permit issued by the County or any other governmental or regulatory authority, as well as any documents referenced or incorporated therein by reference, shall be admissible for purposes of Contract interpretation.

The Contract shall not be construed against either party regardless of which party drafted it. Other than as modified by the Contract, the applicable rules of contract construction and evidence shall apply. This Contract shall be governed by and construed according to the laws of the State of Oregon without regard to principles of conflict of laws.

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The Contractor shall comply with 00170.00.

00199.50 Mediation - Delete the entire section.

00199.60 Review of Determination Regarding Records - Delete the entire section.

END OF SECTION

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

00220.02(a) General Requirements - Add the following bullets to the end of the bullet list:

- When performing trench excavation or other excavation across or adjacent to a Traffic Lane on a roadway having a pre-construction posted speed greater than 35 mph, backfill the excavation, install surfacing, and open the roadway to traffic by the end of each work shift. Install a "BUMP" (W8-1-48) sign approximately 100 feet before the backfilled area and a "ROUGH ROAD" (W8-8-48) sign approximately 500 feet ahead of the "BUMP" sign. If this requirement is not met, maintain all necessary lane or shoulder closures and provide additional TCM, including flagging, at no additional cost to the Agency. Do not use temporary steel plating to reopen the roadway.
- Before activating a modified traffic signal, revising lane usage, implementing new roadway geometry, or removing a "STOP" sign, protect traffic by installing "NEW TRAFFIC PATTERN AHEAD" (W23-2) signing according to 00225.02. Keep the signs in place for 30 Calendar Days after completing the modifications.

00220.40 (b) Detour and Stage Construction – Add the following to the end of the section:

The Agency will allow a one time, up to 56 days (8 weeks) in duration, continuous 24-hour closure to the Worksite. The project plans include a Detour Plan for the Worksite closure. Contractor shall supply, install and maintain the signage, traffic control devices and flagging needed to maintain a safe work zone and protect the traveling public. Contractor may submit an alternate Detour Plan for this closure for Agency review and approval. The road closure will not be allowed until the area and the detour route are signed according to the TCP and the requirements of Section 00225.

The road closure will cause the Agency to sustain damages; increase risk to, inconvenience, and interfere with the traveling public and commerce; and increase costs

to taxpayers. The Agency finds it is difficult to determine the exact dollar value of such damages. However, the County estimates these damages at \$5,000 per day. If the Contractor exceeds the scheduled 56 days of closure the Contractor shall pay to the Agency, not as a penalty but as liquidated damages, \$5,000 per day. The liquidated damages shall constitute payment in full only of damages incurred by the Agency due to the Contractor's failure to complete the Work on time.

00220.60(a)(1) Contractor Responsibility - In the paragraph that begins "Do the following at no additional...", add the following bullet to the end of the bullet list:

- During emulsified asphalt surface treatment operations, broom the surface being used by bicycles as soon as practicable to keep it free of all dirt, mud, gravel, and other harmful materials. The surface includes bike paths, bike lanes, roadway shoulders or the outside 6 feet of the roadway.

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

Comply with Section 00225 of the Standard Specifications modified as follows:

00225.02(a) Temporary Signs - Add the following to the end of the bullet list:

- Install a 54-inch "TRUCKS LEAVING HIGHWAY XXXX FT" sign in advance of each entrance point to the work area at sign spacing "A" from the "TCD Spacing Table" shown on the Standard Drawings. Install a 54-inch "TRUCKS ENTERING HIGHWAY XXXX FT" sign in advance of each exit point from the work area at sign spacing "A" from the "TCD Spacing Table" shown on the Standard Drawings.
- Install "ROAD WORK AHEAD" (W20-1-48) signs with a 36 by 24-inch "FINES DOUBLE" (R2-6aP) rider on the S Central Point and S New Era Road, according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans except do not install the "FINES DOUBLE" rider on concrete barrier mounted signs.
- Install beyond each end of the Project, facing outgoing traffic, an "END ROAD WORK" (CG20-2A-24) sign a distance of $(A \div 2)$ according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans.
- Install two sign flag boards, as shown on the Standard Drawings, above the following detour and road closed advance warning signs, where applicable:
 - "DETOUR AHEAD", "DETOUR XXXX FT", "DETOUR X/X MILE" (W20-2) signs.
 - "ROAD CLOSED AHEAD", "ROAD CLOSED XXXX FT", "ROAD CLOSED X/X MILE" (W20-3) signs.
- Install a "NEW TRAFFIC PATTERN AHEAD" (W23-2) sign approximately 1,000 feet in advance of the intersection of S Central Point Road and S New Era Road, facing northbound, southbound, eastbound, and westbound incoming traffic.

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- Keep the "NEW TRAFFIC PATTERN AHEAD" signs in place 30 Calendar Days after opening traffic to the realigned intersection of S Central Point Road and S New Era Road.

00225.32(b) Traffic Control Inspection Without TCS - Add the following bullet(s) to the end of the bullet list:

- Shall report to the Project Site within 1 hour after being notified in the event of a work zone incident during non-work periods.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications modified as follows:

00280.00 Scope - Add the following paragraph to the end of this subsection:

The Agency's NPDES 1200-CA Permit is applicable to the Project.

00280.06 Erosion and Sediment Control Manager - Delete this subsection.

00280.62 Inspection and Monitoring - Replace this subsection, except for the subsection number and title, with the following:

Inspect the Project Site and all ESC devices for potential erosion or sediment movement on a weekly basis and when 1/2 inch or more of rainfall occurs within a 24-hour period, including weekends and holidays.

If a significant noncompliance or serious water quality issue occurs that could endanger health or the environment, verbally report it to the Engineer within 24 hours.

SECTION 00290 – ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications modified as follows:

00290.36(a) Migratory Birds - Add the following paragraphs to the end of this subsection:

Bird management activities to comply with the Migratory Bird Treaty Act (16 U.S.C. 703 712) will be performed by the Agency. Ensure that the Agency and its permitted agents have access to the project area, including existing work platforms, as needed to prevent migratory bird nesting. Nesting prevention may include daily bird harassment and the installation and maintenance of devices that exclude birds.

Notify the Engineer, in writing, a minimum of 10 calendar days prior to starting activities that could harm nesting birds. Avoid disturbing migratory bird nesting habitat (shrubs, trees, and structures) from March 1 to September 1 of each year. If avoidance is not possible, obtain approval from the Engineer before falling trees or clearing vegetation that could disturb migratory bird nesting habitat between March 1 and September 1.

Add the following subsection:

00290.36(c) Avoid Nesting - Comply with Migratory Bird Treaty Act (16 U.S.C. 703-712). Submit a migratory bird protection plan for review and approval at least 10 Calendar Days before the pre-construction conference. Include the following:

- Describe measures to avoid disturbance to migratory bird nesting habitat (vegetation, structures) from March 1 to September 1 of each year.
- Do not begin work until the migratory bird protection plan is approved.
- In the event the nesting birds or bats are encountered during construction, the Engineer may suspend the work according to 00180.70.

SECTION 00305 - CONSTRUCTION SURVEY WORK

Section 00305, which is not a Standard Specification, is included for this Project by Special Provision.

Description

00305.00 Scope - Provide construction survey work according to the current edition on the date of Advertisement, of the ODOT "Construction Surveying Manual for Contractors". This manual is available on the web at:

<http://www.oregon.gov/ODOT/ETA/Pages/Manuals.aspx>

00305.05 3D Engineered Models - If the Contractor elects to use the 3D Engineered Models to control the work, provide unstamped 3D Construction Models according to 00150.35 which include the following:

- A detailed outline and list of the pay items and Work that will be controlled by the 3D Construction Models.
- A narrative outlining any differences between the Agency-prepared 3D Engineered Models and the 3D Construction Models.
- A copy of the 3D Construction Models that will be used by the Contractor's equipment for machine guidance or verification, that include and represent the Agency-prepared 3D Engineered Models with changes identified in the narrative. Provide files in LandXML format or as directed.

Measurement

00305.80 Measurement - No measurement of quantities will be made for construction survey work.

Payment

00305.90 Payment - The accepted quantities of construction survey work will be paid for at the Contract lump sum amount for the item "Construction Survey Work".

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Payment will be payment in full for furnishing all material, equipment, labor, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for any temporary protection and direction of traffic measures including flaggers and signing necessary for the performance of the construction survey work.

No separate or additional payment will be made for preparing surveying documents including but not limited to office time, preparing and checking survey notes, and all other related preparation work.

Costs incurred caused by survey errors will be at no additional cost to the Agency. Repair any damage to the Work caused by Contractor's survey errors at no additional cost to the Agency. The Engineer may make an equitable adjustment, which may decrease the Contract Amount, if the required survey work is not performed.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications modified as follows:

00310.44 Earthwork in Connection with Removal - Replace this subsection, except for the subsection number and title, with the following:

Excavation required to perform Removal of Structures and Obstructions will be considered Incidental to the removal Work, including removal of existing aggregate bases underneath existing paved surfaces.

The estimated quantity, as reflected in the construction profile sheets, for earthwork performed under this section is as follows:

Earthwork Incidental to Removal of Structures and Obstructions.....1,825 CY

Backfill holes according to 00330.45. No separate payment will be made for this Work.

SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications modified as follows:

00320.40(b)(3) Trees To Be Saved - Replace this subsection with the following subsection:

00320.40(b)(3) Vegetation and Materials to be Saved - The Engineer will designate no work zones and identify and mark trees, existing landscaping, vegetation, or other natural materials to be saved, as shown. Provide and place work zone fencing, from section 00225.12 of the QPL, around designated no work zones and critical root zones of marked trees, as directed. Do not begin construction activity or move equipment into existing landscaped or vegetated areas until the work zone fencing is in place to designate and protect no work and critical root zones.

Do not work within the no work zones or critical root zone of marked trees unless written approval is obtained from the Engineer. Be responsible for all damage to and removal of

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trees, landscaping, vegetation or other natural materials designated to be saved. Damage will be determined by a specialist selected by the Engineer.

SECTION 00330 - EARTHWORK

Comply with Section 00330 of the Standard Specifications modified as follows:

00330.03 Basis of Performance - Add the following paragraph to the end of this subsection:

Perform all earthwork under this Section on the excavation basis.

00330.41(a)(9) Excavation Below Grade - Delete subsection 00330.41(a)(9)(c).

00330.42(d) Stone Embankment – Add the following paragraphs to the end of this subsection:

Contractor shall construct Stone Embankment to an elevation 2 feet above proposed finish grade over the full width of the proposed roadway embankment of S Central Point Rd between station 17+50 and station 19+50. The stone embankment will act as a surcharge load. It is estimated that the primary consolidation will occur in 28 to 42 days, but the surcharge period will be established based on the engineer's evaluation of the collected settlement data. Primary consolidation shall be achieved prior to Aggregate Base and Shoulders and Asphalt Cement Pavement work.

Contractor shall install settlement plates in accordance with Typical Settlement Plate Detail, Figure X at maximum 40 feet spacing along the center line of the embankment of S Central Point Rd between station 17+50 and station 19+50. Contractor shall survey settlement plate and embankment surface elevations at least two times a week during the surcharge loading. Survey elevation information shall be provided to the County within three (3) days of collection. Settlement plate elevation survey shall be measured and recorded to 0.01-ft accuracy.

Furnish plywood settlement plates as shown, with a 2-in. threaded pipe flange bolted to the center to receive the first 5-foot section of 2-in. schedule 40 steel pipe (riser). Furnish additional 5-foot riser sections as needed.

Stone Embankment placed for surcharge load between station 17+50 and station 19+50 shall be re-used within project limits as shown and directed. Stone Embankment used for surcharge load that is re-used within projects limits shall only be paid for once.

00330.82 Embankment Basis Measurement - This paragraph is added to the end of this section:

No measurement will be made for the installation, protection, monitoring, and surveying of the settlement plates. Payment shall be incidental to the Stone Embankment work.

00330.91(d) General Excavation - Delete the bullet that begins "Includes Unsuitable Material...".

00330.92 Kinds of Incidental Earthwork - Add the following bullets to the end of the bullet list:

- Excess material used to widen embankments or flatten slopes according to 00330.41(a)(4).

Earthwork required for driveways and road approaches. Earthwork for driveways and road approaches will be that which is outside the neat line limits shown on the typical sections.

- Excavation of existing roadway section is covered under Section 00310 Work.
- Excavation of Flow Control Basin B is covered under Section 01011 Work.

00330.93 Excavation Basis Payment – Replace bullet point (d) with the following:

Pay Item	Unit of Measurement
(d) General Excavation.....	Lump Sum

The estimated quantity, as reflected in the construction profile sheets, for earthwork performed under this section is as follows:

General Excavation.....850 CY

Section 00330.94 Embankment Basis Payment - This paragraph is added at the end of this section:

No separate payment will be made for the installation, protection, monitoring, and surveying of the Settlement Plates. Payment shall be incidental to the Stone Embankment pay item.

SECTION 00331 - SUBGRADE STABILIZATION

Comply with Section 00331 of the Standard Specifications.

SECTION 00350 - GEOSYNTHETIC INSTALLATION

Comply with Section 00350 of the Standard Specifications.

SECTION 00390 - RIPRAP PROTECTION

Comply with Section 00390 of the Standard Specifications.

SECTION 00405 - TRENCH EXCAVATION, BEDDING, AND BACKFILL

Comply with Section 00405 of the Standard Specifications modified as follows:

00405.12 Bedding - Replace the bullet that begins "3/8" - 0 PCC Fine Aggregate..." with the following bullet:

- 3/8" - 0 PCC Fine Aggregate conforming to 02690.30(g).

00405.46(c)(2) Class A, B, C, or D Backfill - Replace the paragraph that begins "Compact the top 3 feet..." with the following paragraph:

Compact each layer of trench backfill material within the Roadway and Shoulders, and within a 2V:1H Slope line projected from each Subgrade Shoulder, to not less than 95 percent of maximum density. Compact all other trench backfill material to not less than 90 percent of maximum density.

SECTION 00415 - VIDEO PIPE INSPECTION

Comply with Section 00415 of the Standard Specifications.

SECTION 00440 - COMMERCIAL GRADE CONCRETE

Comply with Section 00440 of the Standard Specifications modified as follows:

Add the following subsection:

00440.02 Abbreviations and Definitions:

ASTV – Actual Strength Test Value – See 02001.02 for definition.

00440.12 Proportions of Commercial Grade Concrete - Replace the bullet that begins "Compressive strength..." with the following bullet:

- **Compressive Strength** - ASTV minimum of 3,000 psi at 28 days

00440.14(d) Hardened CGC - Add the following to the end of this subsection:

The ASTV at 28 Days is the average compressive strength of the three cylinders tested. Discard all specimens that show definite evidence, other than low strength, of improper sampling, molding, handling, curing, or testing. The average strength of the remaining cylinders shall then be considered the test result.

SECTION 00445 - SANITARY, STORM, CULVERT, SIPHON, AND IRRIGATION PIPE

Comply with Section 00445 of the Standard Specifications.

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

Comply with Section 00470 of the Standard Specifications.

SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES

Comply with Section 00490 of the Standard Specifications modified as follows:

00490.10 Materials - Replace the "Precast Concrete Sections" line with the following line:

Precast Concrete Sections 02450

SECTION 00495 - TRENCH RESURFACING

Comply with Section 00495 of the Standard Specifications.

SECTION 00620 - COLD PLANE PAVEMENT REMOVAL

Comply with Section 00620 of the Standard Specifications modified as follows:

00620.43 Maintenance Under Traffic - Replace this subsection, except for the subsection number and title, with the following:

Traffic will be allowed on the cold planed surface up to 3 Calendar Days after removing the existing surface. Sweep and clean the cold planed surface before opening to traffic.

Before beginning paving operations, make repairs to the existing cold planed surface as directed. Payment for the repairs will be made according to 00195.20.

SECTION 00640 - AGGREGATE BASE AND SHOULDERS

Comply with Section 00640 of the Standard Specifications.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications modified as follows:

00730.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for Emulsified Asphalt tack coat. Approximately 4.3 tons of Emulsified Asphalt in tack coat will be required on this Project.

SECTION 00744 - ASPHALT CONCRETE PAVEMENT

00744.11(a) Asphalt Cement - Add the following to the end of this subsection:

Provide PG 64-22 grade asphalt cement for this Project.

00744.16 Sampling and Testing - Replace this subsection, except for the subsection number and title, with the following:

For each 1,000 tons of placement, have a CAT I perform a minimum of one of each of the following test methods as modified in the MFTP:

- Asphalt Content - AASHTO T 308 with ODOT TM 323 determined Calibration Factor
- Gradation - AASHTO T 30
- Mix Moisture - AASHTO T 329
- Maximum Specific Gravity - AASHTO T 209
- Field Compacted Gyratory Specimens - ODOT TM 326

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When less than 1,000 tons of mix is placed in a day, perform a minimum of one series of tests per day. Provide test results to the Engineer by the middle of the following work shift. The Engineer may waive the requirement for any of AASHTO T 308, AASHTO T 30, AASHTO T 329, and ODOT TM 326 on a daily basis. The Engineer may waive the requirement for AASHTO T 209 when less than 500 Tons of ACP is placed in a single work shift.

Provide samples or split samples to the Engineer when requested.

Add the following subsection:

00744.51 Opening Sections to Traffic - Schedule work so that, during the same shift, the surfaces being paved are paved full width and length through the top Base Course before opening to traffic. Traffic will be allowed on the top Base Course up to 3 Calendar Days.

Before beginning wearing Course paving operations, make repairs to the existing surface as directed. Payment for the repairs will be made according to 00195.20.

SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

Comply with Section 00749 of the Standard Specifications.

SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

Comply with Section 00759 of the Standard Specifications.

SECTION 00840 - DELINEATORS AND MILEPOST MARKER POSTS

Comply with Section 00840 of the Standard Specifications.

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

Comply with Section 00850 of the Standard Specifications modified as follows:

00850.47(c) Retroreflectivity - Replace the sentence that begins "Except for paint applications..." with the following sentence:

Except for paint and colored lane marking applications, evaluate longitudinal and transverse marking retroreflectivity according to ODOT TM 777.

SECTION 00860 - LONGITUDINAL PAVEMENT MARKINGS - PAINT

Comply with Section 00860 of the Standard Specifications.

SECTION 00865 - LONGITUDINAL PAVEMENT MARKINGS - DURABLE

Comply with Section 0865 of the Standard Specifications.

SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications.

SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS

Comply with Section 00905 of the Standard Specifications.

SECTION 00930 - METAL SIGN SUPPORTS

Comply with Section 00930 of the Standard Specifications modified as follows:

00930.10 Materials - Replace the paragraph that begins "Furnish structural steel materials..." with the following paragraph:

Furnish perforated steel square tube slip base sign supports and perforated steel square tube anchor sign supports from the QPL. Furnish other structural steel materials meeting the applicable portions of Section 02530, with weights and sizes as shown or specified.

00930.80 Measurement - Add the following to the end of this subsection:

The estimated quantities of structural steel are as follows:

Item	Estimated Quantity (Pound)
Minor Sign Supports	
Perforated Steel Square Tube Anchor Sign Supports	140
Triangular Base Breakaway Sign Supports	40

SECTION 00940 - SIGNS

Comply with Section 00940 of the Standard Specifications.

SECTION 00960 - COMMON PROVISIONS FOR ELECTRICAL SYSTEMS

Comply with Section 00960 of the Standard Specifications modified as follows:

00960.01 Regulations, Standards, and Codes - Replace the paragraph that begins "Wherever reference is made..." with the following paragraph:

Use the code, order, or standard in effect on the date the Project is advertised unless otherwise shown.

Replace the paragraph that begins "Do not begin installations..." with the following paragraph:

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Safe wiring labels normally required by the Department of Consumer and Business Services, Building Codes Division will not be required for traffic management systems listed on the Red Sheets (see 00160.00) as allowed by ORS 479.540 and OAR 918-261-0037. The Red Sheets may be viewed on ODOT's web site.

00960.02 Equipment List and Drawings - Replace this subsection with the following subsection:

00960.02 Equipment List and Drawing Submittals - Within 30 Calendar Days after execution of the Contract, submit two copies of the Blue Sheets (see 00160.00) and two copies of the Green Sheets (see 00160.00) according to 00150.37 for all materials the Contractor proposes to install. Blue Sheets and Green Sheets will be made available to the Contractor by the Engineer.

Fill out the Blue Sheets and Green Sheets based on the Project requirements. Check off all pre-approved items to be used on the Project. When proposing write-in items, check off the box under "Write-in items" and follow the instructions. Use the current version of the Blue Sheets and Green Sheets that is in effect on the date of Advertisement.

Within 14 Calendar Days after receipt of submittals, the Engineer will review the submittals and designate them in writing as "approved", "approved as noted", or "returned for correction". Do not proceed with the Work before receiving written approval of the submittals from the Engineer.

Add the following subsection:

00960.03 Permits – Provide the Engineer with copies of all required electrical permits prior to performing any work.

00960.10 Materials - Replace this subsection, except for the subsection number and title, with the following:

Furnish Materials meeting the following requirements:

Commercial Grade Concrete.....	00440
Controlled Low Strength Materials	00442
Delineators.....	00840.10 and 00840.11
Metal Illumination and Traffic Signal Supports.....	00962
Selected General Backfill	00330.13
Selected Granular Backfill	00330.14
Steel Reinforcement.....	00530

Furnish electrical Materials that have been approved through the Blue Sheet and Green Sheet submittal process in 00960.02.

Anchor rods shall conform to 02560.30 and to the types and sizes shown.

Use commercially available 30 pound nonperforated asphalt-saturated felt where shown.

Use commercially available No. 10 - 0 sand when sand blanket is required.

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Use commercially available UL listed insulating vinyl plastic tape where shown.

Use commercially available UL listed silicon bronze (or copper alloy) split bolt where shown.

Use commercially available galvanized steel weatherproof compression fittings where shown.

00960.40 General – Replace this subsection with the following subsection:

00960.40 Excavation:

Remove and replace sidewalks, curbs, paved surfaces, and other materials as needed. Replace and finish all surfaces to correspond with the existing surfaces. Restore all disturbed landscaping and underground systems to original condition.

Excavate trenches, foundations, and junction boxes to locations, Neat Lines, grades and Cross Sections as shown or as established or approved. Furnish, place, and remove any shoring required to prevent caving of walls.

Dispose of all excavated Materials according to 00290.20.

00960.41 Excavation - Replace this subsection with the following subsection:

00960.41 Horizontal Directional Drilling - Drilling shall not "hump" or deform the Pavement and shall be guided. Keep drilling pits at least 2 feet from the edge of Pavement. Do not use water to the extent that the Pavement might be undermined or Subgrade softened. Sand bedding and marking tape are not required with this method.

If jointed conduit is used, verify the joints have not separated by pulling a mandrel through the conduit after installation.

00960.42 Conduit - Replace this subsection, except for the subsection number and title, with the following:

(a) Cleaning New Conduit – Before cable and wire installation, clean all new conduit with cylindrical mandrel of the proper size for that conduit and blow out with compressed air. Mechanical pulling methods may be used for conduit cleaning.

(b) Cleaning Existing Conduit - Before installation of new cable(s) or wire(s) in an existing conduit, temporarily remove all existing cable(s) and wire(s). Clean existing conduit with cylindrical mandrel of the proper size for that conduit and blow out with compressed air. Mechanical pulling methods may be used for conduit cleaning. Stop work and notify the Engineer immediately if there are any difficulties cleaning the existing conduit. Reinstall existing cable(s) and wire(s) in existing conduit unless otherwise shown.

00960.43 Foundations – Replace this subsection, except for the subsection number and title, with the following:

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Construct foundations for pedestals, posts, and cabinets according to Section 00440 and the applicable portions of 00540.48(a). Place concrete:

- Directly against the sides of the excavation in undisturbed or well-compacted material or place in forms.
- With a continuous pour.
- To the elevation shown or directed.
- With conduit ends and anchor rods held securely in proper vertical position, to proper height, using a manufacturer's recommended template until the concrete sets.

Maintain rebar clearances during concrete pour.

Make no adjustments of anchor rods after concrete has set.

Set forms square and true to line and grade. Construct forms of rigid materials that remain in position until removed.

Remove forms and place subsequent loading according to Table 00540-1.

Finish tops of foundations to Roadway, sidewalk or curb grade, or as directed.

Finish exposed concrete foundations to present a smooth, neat appearance. Fill all holes.

00960.44 Junction Boxes - Delete this subsection.

00960.45 Cable and Wire - Delete this subsection.

00960.46 Wiring Practices - Delete this subsection

00960.47 Wood Poles - Delete this subsection.

00960.48 Coating - Delete this subsection.

00960.49 Electrical Service - Delete this subsection.

00960.50 Grounding and Bonding - Replace this subsection, except for the subsection number and title, with the following:

(a) General - Make all ground rods, metal conduit, metal poles, grounding wire, metallic junction boxes, metallic junction box covers, and cabinets mechanically and electrically secure to form a continuous, effectively grounded and bonded system.

(b) Grounding/Bonding Wire - Use a THWN No.6 AWG stranded copper grounding/bonding wire in conduit or as shown. Use an un-insulated No. 4 AWG stranded copper grounding/bonding wire outside of conduit or as shown.

(c) Ground Rods - Ground each above ground metallic Structure with a separate ground rod.

(1) Located in Junction Box - Install ground rod in a junction box if shown. Drive ground rods into the ground with the top of the ground rod 2 inches to 3 inches above the bottom of the junction box to allow for an accessible clamp.

(2) Located in Foundation - Install ground rod in a foundation if shown, with the ground rod 2 inches to 3 inches above the top of the foundation to allow for an accessible clamp.

(d) Services and Cabinets - Bond the neutral conductor, the control cabinets, and the metal base to the grounding electrode system.

(g) Nonmetallic Conduit - In all nonmetallic conduit, run a ground/bond wire continuously between all poles, pedestals, posts, and cabinets. Bond wires are not required in conduit that only contains circuits that operate at less than 25 volts.

(h) Metallic Junction Boxes and Lids - Bond metal junction boxes and lids to form a continuous effectively grounded and bonded system with metallic conduit, grounding wire, metal standards and controller cabinets. Leave enough slack in the bond wire connected to the lid to allow complete removal of the lid. Junction boxes only containing circuits that operate at less than 25 V do not need to be bonded.

Add the following subsection:

00960.60 Maintenance, Operation and Power Costs - The Agency will continue normal maintenance and operations of the existing systems including the furnishing of electrical energy. Do not use for construction purposes electrical energy billed to the Agency or other agencies.

00960.70 Electrical Energy - Replace this subsection with the following subsection:

00960.70 Service Cabinet and Electrical Energy - Install service cabinet and associated equipment early on to allow the Utility to schedule its Work before project completion. Have the service cabinet inspected by the Utility providing power. Arrange for the Utility to make the electrical hookup.

Add the following subsection:

00960.71 As-Built Plans - Upon completion of the installation, submit a red-lined copy of the original Plans noting all changes made. The information furnished shall include all modifications made and shall represent the material installed and in operation. It shall be sufficiently detailed to enable maintenance forces to replace or repair any part of the Project under routine or emergency maintenance by direct reference.

SECTION 00962 - METAL ILLUMINATION AND TRAFFIC SIGNAL SUPPORTS

Comply with Section 00962 of the Standard Specifications.

SECTION 00990 - TRAFFIC SIGNALS

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Comply with Section 00990 of the Standard Specifications modified as follows:

00990.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

In addition to the requirements of Section 00960 and Section 00962, install traffic signals according to the following Specifications.

Add the following subsection:

00990.02 Electrical Materials - Submit all electrical materials the Contractor proposes to install according to 00960.02.

00990.10 Backer Rod and Loop Sealant - Replace this subsection with the following subsection:

00990.10 Materials - Furnish Materials meeting the following requirements:

Add the following subsection:

00990.11 Traffic Signal Control Devices - The traffic signal controllers and related Equipment shall conform to requirements of the current edition of the ODOT Standard Specification for Microcomputer Signal Controller and errata.

The most current published version of the ODOT Standard Specification for Microcomputer Signal Controller, including all published errata, on ODOT's Traffic Standards website (see 00110.05(e)) at the time of Advertisement is the version in effect for the Project.

Add the following subsection:

00990.30 Video/Radar Detector Manufacturer's Representative - Provide the services of a manufacturer's representative on-site within 1 week in advance of the anticipated signal completion date to set up devices with Agency electrical crew present.

00990.40 Cable and Wire : Delete this subsection.

00990.41 Cabinet : Replace this subsection with the following subsection:

00990.41 Inductive Loop Detectors:

(a) General - Do not begin saw cutting until the loop layout has been inspected by the Engineer.

Do not place wire in saw cuts until the cuts have been inspected by the Engineer.

(b) Saw Cut and Wire Installation - Saw cut in a manner that is the most practicable, direct line between loops and junction boxes.

Immediately after saw cutting and before the cuttings dry, thoroughly flush each cut with a high-pressure water stream. Before the cuts dry, blow cuts free of water, debris,

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rock, and grit with compressed air. Slots may also be cleaned by means of a high-pressure water injection/vacuum extraction system. Remove rocks or other material that may be wedged in the cut. Remove and dispose of all cuttings according to 00290.20.

Dry cuts before placing wire.

After the saw cut is cleaned of debris, place the loop wire by pushing it into the slot with a blunt nonmetallic object. Use care to avoid damaging the insulation.

(c) Sealant - Install the sealant in slots according to the manufacturer's instructions. Furnish a copy of the manufacturer's specifications including application procedures. The Engineer may order a test run of any application method or material before filling saw cuts.

In order to prevent heat damage to the insulation, do not allow the temperature of the sealant to exceed 410 °F during application. Install hot-melt sealants in layers to prevent damage to wire insulation. Allow each layer to cool before the next layer is installed. Do not use water to accelerate cooling.

Sealants that crack or pull away from the saw cuts after curing will be rejected.

(d) Resistance and Continuity Testing - The resistance to ground of the loop and loop feeder combinations, shall be 500 MΩ or greater when checked at the following conditions:

- Before splicing and sealing - continuity test
- Before splicing after sealing - resistance test
- After splicing and sealing - resistance test

Furnish a report of the resistance and continuity results for each loop at each testing condition.

00990.42 Indication Equipment : Replace this subsection with the following subsection:

00990.42 Controller Cabinet Terminations:

(a) General - Terminate all field wiring to the terminal blocks physically attached to the controller cabinet

(b) Loop Feeder Cables – When terminating loop feeder cable inside the controller cabinet, do not remove the outside jacket and shield more than 6 inches from the end of the cable. Crimp lugs used for loop wire field terminals may be insulated or non-insulated. Terminate loop feeder shield drain wire to the cabinet input panel grounding bus nearest the feeder wire termination point.

00990.43 Traffic Signal Detection Devices : Replace this subsection with the following subsection:

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00990.43 Traffic Control Signs - The type of sign and method of mounting will be as shown. Signs shall conform to the applicable portions of Section 00940.

00990.44 Traffic Control Signs - Replace this subsection with the following subsection:

00990.44 Illumination on Traffic Signal Poles - Install illumination and associated appurtenances on traffic signal poles as shown and according to applicable portions of Section 00970.

Add the following subsection:

00990.45 Signal Covers - Cover mounted vehicle signals and pedestrian signals at all times until the signal installation is ready for continuous operation.

00990.46 Fire Preemption – Replace this subsection with the following subsection:

00990.46 Pushbutton Covers - Cover mounted pushbuttons at all times until the pushbuttons are operational.

Add the following subsection:

00990.60 Cabinet Protection - Keep interiors of all cabinets clean and free of dust, dirt, moisture, and other foreign matter.

00990.70(a) Delivery of Control Equipment - Replace this subsection, except for the subsection number and title, with the following:

Provide all traffic control signal Equipment for the Project according to the cabinet print(s), including all associated manuals, diagrams, and other documents. The cabinet print(s) will be made available to the Contractor by the Engineer. Deliver all traffic signal control Equipment, including wiring diagrams and operation manuals, in one shipment. Partial shipments will not be accepted and will be returned to the Contractor at no additional cost to the Agency. Include the following information with the Equipment shipments:

- Contractor
- Location
- For controller cabinets, TSSU ID number
- Contract number
- Completed Green Sheets

Deliver the traffic signal control Equipment and information for testing to:

Oregon Department of Transportation
Traffic Systems Services Unit
2445 Liberty St. NE
Salem, Oregon 97303-6738

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Add the following subsection:

00990.70(f) Control Equipment Installation - Add the following paragraph to the end of this subsection:

The Agency will be responsible for providing signal timing software and timing parameters.

00990.70(i) Interconnect System Testing - Replace the title of this subsection with "**Interconnect System Testing for Copper Twisted Pair**".

00990.80 Measurement - Add the following paragraph to the end of this subsection:

Signs and their attachment hardware shown on frangible base poles and perforated steel square tube slip base supports will be measured according to 00930.80 and 00940.80.

00990.90 Payment - Replace this subsection with the following:

00990.90 Payment – The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

(a) Flashing Red Beacon Installation, Complete	Lump Sum
(b) Flashing Yellow Beacon Installation, Complete	Lump Sum

Signs and their attachment hardware shown on frangible base poles and perforated steel square tube slip base supports will be paid for according to 00930.90 and 00940.90.

Item (a) includes all elements shown on the plans (except signs and their attachment hardware), including, but not limited to: conduits, junction boxes, wiring, poles, foundations, and concrete pads.

Item (b) includes all elements shown on the plans (except signs and their attachment hardware), including, but not limited to: poles, bases and foundations.

Replace the sentence beginning with "No separate or additional payment will..." with the following paragraph:

No separate or additional payment will be made for:

- Replacement of disturbed earthwork, Base and Surfacing
- Illumination and associated appurtenances shown on traffic signal poles.

SECTION 01010 - STORMWATER CONTROL, WATER QUALITY STRUCTURES

Section 01010, which is not a Standard Specification, is included for this Project by Special Provision.

Description

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01010.00 Scope - This work consists of furnishing and installing a water quality Structure as shown.

01010.02 Definitions:

Water Quality Structure - An underground self-activating Structure with no moving mechanical parts or external power sources which removes pollutants from stormwater runoff and retains the pollutants in the Structure.

01010.03 Submittals - Furnish water quality Structures from the QPL.

Provide the following water quality Structures:

Drainage Facility Identification Number	Location (Station)	Stormwater Control Facility Treatment Category
SDMH-1	16+69.18	Sediment Pretreatment/Flow Control

Submit the following according to 00150.35:

- Unstamped Working Drawings that include the following information:
 - All design and construction details.
 - Structure plan view with dimensions.
 - Typical section with dimensions.
 - All appurtenances labeled.
 - Installation and pipe connection details.
- Manufacturer prepared product brochures.

Drainage Facility Identification Number	Location (Station)	Contributing Impervious/Drainage Area (Acres)	On-line or Off-line	Water Quality Design Flow Rate (cubic feet per second)	On-line Water Quality Structure Peak Flow Rate (cubic feet per second)
SDMH-1	16+69.18	21.97	On-line	0.13	9.10

Construction

01010.40 General - Construct water quality Structures according to the manufacturer's recommendations.

01010.41 Pipe connections - Place connecting pipe at the required alignment and grade. Set the connecting pipe through the full thickness of the wall and flush with the inner face of the wall. Ensure that pipe connections to the Structure are watertight.

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Connect all pipes to water quality Structure according to the manufacturer's recommendations.

Maintenance

01010.70 Cleaning - Remove all accumulated sediment and debris before completing the facility.

Measurement

01010.80 Measurement - No measurement of quantities will be made for Work performed under this Section.

Payment

01010.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract lump sum amount for the item "Water Quality/Flow Control Structure, SDMH-1".

The drainage facility identification number will be inserted in the blank.

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

SECTION 01011 - STORMWATER CONTROL, FLOW CONTROL BASIN

Section 01011, which is not a Standard Specification, is included for this Project by Special Provision.

Description

01011.00 Scope - This work consists of furnishing and installing stormwater ponds as shown.

Materials

01011.10 Materials - Furnish material meeting the following requirements:

Erosion Control Matting, Type A.....	00280.14(e)
Concrete	00440
Riprap	00390.11
Riprap Geotextile, Woven, Type 1.....	02320
Storm Sewer Pipe	00445.11

01011.12 Water Quality Mixture - Furnish medium compost meeting the requirements of Section 03020. Furnish soil meeting the following gradation requirements:

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Sieve Size	Percent Passing (by Weight)
No. 4	100
No 10	95 - 100
No. 40	40 - 60
No. 100	10 - 25
No. 200	5 - 10

Sample soil according to AASHTO T 2. Determine sieve analysis according to AASHTO T 27 and AASHTO T 11.

Blend the medium compost and soil so that the mixture:

- Is composed of between 20 percent and 25 percent medium compost material and between 75 percent and 80 percent soil material.
- Has a pH between 5.5 and 8.0.
- Does not have clumps greater than 3 inches in any direction.

Construction

01011.40 General - Construct storage facility as shown. Perform excavation and fine grading work only when the facility area is dry and only from the top of the pond area. Do not stockpile material in the facility area.

01011.41 Flow Control Basin - Scarify the subsoil area a minimum 12 inches deep. After scarification, place the water quality mixture in maximum 12 inch Lifts. Compact each Lift with a water filled landscape roller.

01011.42 Concrete Flow Control Structure – Construct concrete structures in accordance with the requirements of 00440.

01011.43 Riprap – Construct riprap and install riprap geotextile in accordance with 00390.

01011.44 Topsoil – Install topsoil in accordance with 01040.

Maintenance

01011.70 Cleaning - If a stormwater control facility is used for erosion and sediment control, remove all accumulated sediment and debris before completing the facility.

Measurement

01011.80 Measurement - No measurement of quantities will be made for Work performed under this Section. The estimated quantities of materials are:

Flow Control Basin B Quantities:

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Item	Quantity
Excavation	675 Cu. Yd.
Erosion Control Matting, Type A	330 Sq. Yd.
Riprap Geotextile, Woven, Type 1.....	6.67 Sq. Yd.
Loose Riprap, Class 50.....	2.33 Cu. Yd.
Water Quality Mixture,.....	105 Cu. Yd.
Concrete Curb Structure (Flow Control)	1 Each

Payment

01011.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract lump sum amount for the items:

Pay Item	Unit of Measurement
(a) Flow Control Basin, B	Lump Sum

The drainage facility identification number will be inserted in the blank.

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

SECTION 01012 - STORMWATER CONTROL, WATER QUALITY BIOFILTRATION SWALE

Section 01012, which is not a Standard Specification, is included for this Project by Special Provision.

Description

01012.00 Scope - This work consists of furnishing and installing a water quality biofiltration swale as shown.

Materials

01012.10 Materials - Furnish material meeting the following requirements:

Erosion Control Matting, Type B.....	00280.14(e)
Riprap	00390.11
Riprap Geotextile, Woven, Type 1.....	02320
Storm Sewer Pipe	00445.11

01012.12 Water Quality Mixture - Furnish medium compost meeting the requirements of Section 03020. Furnish soil meeting the following gradation requirements:

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Sieve Size	Percent Passing (by Weight)
No. 4	100
No 10	95 - 100
No. 40	40 - 60
No. 100	10 - 25
No. 200	5 - 10

Sample soil according to AASHTO T 2. Determine sieve analysis according to AASHTO T 27 and AASHTO T 11.

Blend the medium compost and soil so that the mixture:

- Is composed of between 20 percent and 25 percent medium compost material and between 75 percent and 80 percent soil material.
- Has a pH between 5.5 and 8.0.
- Does not have clumps greater than 3 inches in any direction.

Construction

01012.40 General - Construct water quality biofiltration swale facility as shown. Perform excavation, fine grading, and placement work only when the facility area is dry and only from the top of the swale area. Do not stockpile excavated material in the facility area. Scarify the subsoil area a minimum 12 inches deep. After scarification, place the water quality mixture in maximum 12 inch lifts. Compact each lift with a water filled landscape roller.

Maintenance

01012.70 Cleaning - If a stormwater control facility is used for erosion and sediment control, remove all accumulated sediment and debris before completing the facility.

Measurement

01012.80 Measurement - No measurement of quantities will be made for Work performed under this Section. The estimated quantities of materials are:

Water Quality Swale Quantities:

Item	Quantity
Excavation	490 Cu. Yd.
Erosion Control Matting, Type B	110 Sq. Yd.
Riprap Geotextile, Woven, Type 1.....	6.67 Sq. Yd.
Loose Riprap, Class 50.....	2.33 Cu. Yd.
Water Quality Mixture.....	35 Cu. Yd.

Payment

01012.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract lump sum amount for the item "Water Quality Swale, A".

The drainage facility identification number will be inserted in the blank.

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

SECTION 01030 - SEEDING

Comply with Section 01030 of the Standard Specifications modified as follows:

01030.13(f) Types of Seed Mixes - Add the following to the end of this subsection:

Provide the following seed mix formulas:

- **Stormwater Facility Grass Mix Seeding:**

Botanical Name (Common Name)	PLS (lb/acre)	÷ (% Purity minimum)	x (% Germination minimum)	= Amount (%)
<u>Festuca arundinacea</u> (Dwarf Tall Fescue)	_____	_____	_____	40
<u>Lolium perenne</u> (Dwarf Perennial Rye)	_____	_____	_____	30
<u>Festuca rubra</u> (Creeping Red Fescue)	_____	_____	_____	25
<u>Agrostis capillaris</u> (Colonial Bent Grass)	_____	_____	_____	5
				120 lbs/acre

* Oregon Certified Seed

- **Turf Grass Mix Seeding:**

Name	PLS (lb/acre)	÷ (% Purity minimum)	x (% Germination minimum)	= Amount (lb/acre)
PT 855 ODOT Erosion Control Mix, by Pro Time Lawn Seed or approved equal				40lbs/acre

01030.15 Mulch - Add the following paragraphs and bullets to the end of this subsection:

Furnish straw mulch for all temporary roadside erosion control seeding, except hydromulch may be used under the following conditions:

- Spring planting west of the Cascades between March 1 and May 15.

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- Slopes are steeper than 1V to 1.5H and longer than 16 feet.
- Residential or commercial sites with low erosion potential such as sidewalk, median, or parking lot planter strips.

Projects that have variable slopes may include straw mulch and hydromulch when approved.

01030.60 General - Add the following sentences after the last bullet:

The minimum living plant coverage for native plant seeding is 80 percent of ground surface.

Landscape Planting shall conform to the standards established under Water Environment Services (WES).

All plant material delivered to the site shall meet the American Standard for Nursery Stock Standards.

Contractor shall obtain written approval for all plant material substitutions from the Landscape Architect prior to installation. Plant substitutions without prior written approval that do not comply with the drawings and specifications may be rejected by the Landscape Architect at no cost to the Owner. These items may be required to be replaced with plant materials that are in compliance with the drawings.

SECTION 01040 - PLANTING

Comply with Section 01040 of the Standard Specifications modified as follows:

01040.80(b) Topsoil and Wetland Topsoil - Replace the paragraph that begins "Topsoil and wetland Topsoil will be measured..." with the following paragraph:

Topsoil and wetland Topsoil will be measured on the volume basis at the time of placement. Trucking invoices may be used to determine volumes if the quantities are verifiable to the satisfaction of the Engineer.

01040.80(f) Mulch - Replace this subsection, except for the subsection number and title, with the following:

Mulch will be measured on the volume basis at the time of placement, or on the weight basis. Trucking invoices may be used to determine volumes if the quantities are verifiable to the satisfaction of the Engineer.

01040.90(d) Plant Materials - Replace the paragraph that begins "Partial payments for plant Materials will..." and the partial payment table with the following paragraph and table:

Partial payments for plant Materials will be made as follows:

At the time of the original planting	60%
After the first plant establishment inspection	10%

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After the second plant establishment inspection.....	10%
After the third plant establishment inspection	10%
At completion of the establishment period	10%

SECTION 02001 - CONCRETE

Comply with Section 02001 of the Standard Specifications modified as follows:

02001.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for the properties, submittals, production, quality control and acceptance of portland cement concrete (concrete) for structural, precast prestressed, and paving applications.

02001.01 General - Delete this subsection.

02001.02 Abbreviations and Definitions - Replace this subsection, except for the subsection number and title, with the following:

- ASTV** - Actual Strength Test Value
- f'_c - Minimum Specified Compressive Strength at 28 days
- f'_{cr} - Required Average Compressive Strength
- GGBFS** - Ground Granulated Blast Furnace Slag
- HPC** - High Performance Concrete
- HRWRA** - High-Range Water-Reducing Admixture (super-plasticizer)
- IC** - Internally Cured
- LWFA** - Lightweight Fine Aggregate
- PPCM** - Precast prestressed concrete member
- SCM** - Supplementary Cementitious Materials
- SSD** - Saturated Surface-Dry
- w/cm Ratio** - Water-Cementitious Material Ratio
- WRA** - Water Reducing Admixture

Actual Strength Test Value - The ASTV at 28 Days is the average compressive strength of the three cylinders tested. Discard all specimens that show definite evidence, other than low strength, of improper sampling, molding, handling, curing, or testing. The average strength of the remaining cylinders shall then be considered the test result.

Cementitious Materials - Portland cement and supplementary cementitious materials.

High Performance Concrete - Concrete designed for enhanced durability and performance characteristics. High performance concrete is identified by the letters "HPC" in front of the concrete class designation (for example, HPC4500 - 1 1/2).

Internally Cured Concrete - Concrete designed to utilize lightweight fine aggregate to mitigate shrinkage.

Moderate Exposure - Elevations below 1,000 feet.

Pozzolans - Fly ash, silica fume, and metakaolin.

Severe Exposure - Elevations 1,000 feet and above.

Supplementary Cementitious Materials - Fly ash, silica fume, metakaolin, and ground granulated blast furnace slag.

02001.10 Materials - Replace this subsection, except for the subsection number and title, with the following:

Furnish Materials meeting the requirements of the following:

Aggregates 02690
Cement 02010
Chemical Admixtures 02040
Concrete Modifiers 02035
Supplementary Cementitious Materials 02030
Synthetic Fiber Reinforcing 02045
Water 02020

Add the following subsection:

02001.15 Concrete Mix Design - Submit current or new mix designs, prepared by a CCT, with the information listed in 02001.15(c), for each required class of concrete to the Engineer for review. Allow 21 Calendar Days for the review. Design mixes by the volumetric method in ACI 211.1 to achieve the properties of 02001.20 and 02001.30 when tested in accordance with 02001.15(b). Provide a design that will be workable, placeable and finishable given the specific conditions for the Project and Structure. Do not proceed with concrete placement until the Engineer has determined that the mix design complies with the Specifications. Review of concrete mix designs does not relieve the Contractor of the responsibility to provide concrete meeting the Specification and jobsite requirements.

(a) Current Mix Designs - Mix designs that meet the requirements for the specified class of concrete and are currently being used or have been used within the past 12 months on any project, public or private may be submitted for review. Provide individual tests results that comprise the average if more than one data point exists. For paving designs the flexural strength testing must be from within the last two years. For HPC designs the Length Change and Permeability tests must be from within the last two years.

(b) New Mix Designs - Make at least one trial batch for each concrete mix design. Notify the Engineer at least 48 hours before making each trial batch. The Engineer may witness preparation and testing. Prepare and test trial batches using the same materials, at the same proportions, and having the same plastic properties of concrete that will be used in the Project. Simulate haul time, batching sequence and mixing

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conditions to ensure the trial batch is representative of the mixture that will be delivered to the Project. Furnish all Materials, Equipment, testing and Work required for designing the mixes at no additional cost to the Agency.

(1) Trial Batch Plastic Properties - For each trial batch, test according to the following test methods:

Test	Test Method
Sampling Fresh Concrete	WAQTC TM 2
Concrete Temperature	AASHTO T 309
Slump	AASHTO T 119 ¹
Air Content	AASHTO T 152
Density	AASHTO T 121
Yield	AASHTO T 121
Molding Concrete Specimens	AASHTO T 23 or R 39 ²
Water Cement Ratio	³

¹ For drilled shaft concrete test the slump retention by subsequent tests at half-hour intervals for the duration of the estimated drilled shaft placement, including temporary casing extraction. Report in table or graphical format.

² Cast cylinders in single use plastic molds

³ Use ODOT's Field Operating Procedure for AASHTO T 121 in the MFTP

(2) Trial Batch Hardened Properties - When applicable, test properties according to the following test methods:

Test	Test Method
Compressive Strength	AASHTO T 22
Flexural Strength	AASHTO T 97
Length Change	ASTM C157
Permeability	AASHTO T 277

a. Compressive Strength Tests - For each trial batch, cast and cure at least three test cylinders according to AASHTO T 23 or AASHTO R 39, in 6 inch by 12 inch or 4 inch by 8 inch single use plastic molds. The use of unbonded caps according to ASTM C1231 is permitted. Test at 28 days according to AASHTO T 22.

b. Flexural Strength Tests - For each paving concrete trial batch, cast and cure at least three flexural beams according to AASHTO T 23 or AASHTO R 39. Test flexural beams at 28 days according to AASHTO T 97.

c. Length Change Tests - For all HPC mix designs, except for precast bridge rail elements, make at least three specimens from the trial batch for length change testing. Sample prisms shall have a square, 4 inch by 4 inch cross section. Wet cure the samples until they have reached an age of 28 days, including the period in the molds. Following the wet cure, air store and measure samples according to ASTM C157, Section 11.1.2 for 28 days. Report length change results at total specimen age of 56 days.

d. Permeability Tests - For alternate HPC mix designs, make at least three specimens from the trial batch for permeability testing. Prepare, cure, dry and test according to AASHTO T 277. Report permeability in coulombs at 90 days.

(c) Required Submittals for Mix Designs - Submit the following information for each concrete mix design:

(1) Supplier's Information - Provide the supplier's unique mix design identification number and batch plant location.

(2) Mix Design Constituent Proportions:

- Weight per cubic yard (pounds per cubic yard) of cement, SCM, fine Aggregates and coarse Aggregates (SSD), mix water, concrete modifiers, and chemical admixtures
- Absolute volumes of cement, SCM(s), fine Aggregates and coarse Aggregates (SSD), mix water, air content, concrete modifiers, and chemical admixtures
- Dosage rates for chemical admixtures (ounces per cubic yard)
- w/cm Ratio including all chemical admixtures

(3) Aggregates - Identify the Aggregate source by the ODOT source number. Report current values of the following:

- Bulk specific gravities (SSD)
- Fine Aggregate absorptions
- Coarse Aggregate absorptions
- Dry-rodded density of coarse Aggregates
- Average stockpile gradations
- Fineness modulus of sand used in the mix design calculations

(4) Cement - For each cement used, provide the following:

- Manufacturer
- Brand name
- Type
- Source or location plant
- QPL product number

(5) SCM - For each SCM used, provide the following:

- Manufacturer
- Brand name
- Source
- Class

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- QPL product number

(6) Concrete Modifiers - For each concrete modifier used, provide the following:

- Manufacturer
- Brand name
- QPL product number

(7) Admixtures - For each admixture used, provide the following:

- Manufacturer
- Brand name
- Design dosage rate
- QPL product number

(8) Synthetic Fiber Reinforcing - For each synthetic fiber reinforcing used, provide the following:

- Manufacturer
- Brand name
- Design dosage rate
- QPL product number

(9) Water - Identify the source of water to be used and provide a certificate of compliance certifying that the water meets the requirements of 02020.10.

(10) Plastic Concrete Tests - Report the temperature, slump, density, air content, yield, and w/cm Ratio of the trial batch or the average of these values for the cylinder sets presented for evaluation of a current mix design.

For drilled shaft concrete, report the following additional information:

- The total time estimate from initial batching through drilled shaft placement, including haul time, placing concrete, and temporary casing extraction.
- Initial slump test results and subsequent results at 30-minute intervals, verifying a minimum slump of 4 inches is maintained for the total time estimated for drilled shaft placement, including temporary casing extraction. Report data in a table or graph format.

(11) Compressive Strength Test Results - Report the individual test results and the ASTV of cylinders from the trial batch for new mix designs. For current designs, provide the individual tests and the average of the cylinder sets presented for evaluation.

(12) Strength Analysis - Provide an analysis, showing all calculations, demonstrating that the mix design meets the requirements of 02001.20(a)(1).

(13) HPC Test Results - For all HPC except precast bridge rail elements, report the length change according to 02001.15(b)(2)(c).

For alternate HPC designs only, report the permeability according to 02001.15(b)(2)(d).

(14) Quality Control Personnel - Provide the name and certification number of the CCT who prepared the mix design, the QCT who performed the plastic concrete tests and cast the test cylinders, the CSTT who tested the cylinders, and the ODOT certification number of the laboratory where the cylinders were tested.

02001.20 Concrete Properties, Tolerances, and Limits - Replace the paragraph that begins “Provide concrete that is a workable...” with the following paragraph:

Provide concrete that is workable, placeable, uniform in composition and consistency, and having the following properties:

02001.20(a) Strength - Replace this subsection, except for the subsection number and title, with the following:

Provide concrete meeting the required Classes shown in the Contract Documents. The class of concrete designates the minimum required compressive strength, f'_c at 28 days.

Table 02001-1

Concrete Strength and Water/Cementitious Material (w/cm) Ratio		
Type of Concrete	Strength f'_c (psi)	Maximum w/cm Ratio
Structural	3300	0.50
	3300 (Seal)	0.45
	4000	0.48
	4000 (Drilled Shaft)	
	HPC4500	0.40
	HPC(IC)4500	
	5000 +	
Paving	4000	0.44
PPCM's (with cast-in-place decks and no entrained air)	5000	0.48
	5500	0.44
	6000 +	0.42

(1) Required Average Compressive Strength (f'_{cr}) - Except for PPCM designs, provide calculations demonstrating compliance with ACI 301 section 4.2.3.3 using the ASTV from either field results or trial batch cylinders,

(2) Flexural Strength - Provide paving concrete mix designs with a minimum of 600 psi at 28 Days.

02001.20(b) Air Entrainment - Replace Table 02001-2 with the following:

Table 02001-2

Air Entrainment		
Nominal Maximum Aggregate Size, inch.	Moderate Exposure (Percent)	Severe Exposure (Percent)
3/8	6.0	7.5
1/2	5.5	7.0
3/4	5.0	6.0
1	4.5	6.0
1 1/2	4.5	5.5

02001.20(c) Slump - Replace this subsection, except for the subsection number and title, with the following:

Provide concrete at the appropriate slump shown in Table 02001-3. Take corrective action to maintain a consistent slump at the point of discharge from the delivery vehicle.

Table 02001-3

Concrete Slump	
Condition	Slump
Concrete without WRA	4" max.
Concrete with WRA	5" max.
Concrete with HRWRA	6" \pm 2"
Precast Prestressed Concrete with HRWRA	10" max.
Seal Concrete	8" \pm 2"
Drilled Shaft Concrete	8 1/2" \pm 1 1/2" ¹

¹ Maintain a minimum slump of 4 inches throughout drilled shaft placement, including temporary casing extraction.

Add the following subsection:

02001.20(e) Durability - For HPC designs, except designs for precast bridge rail elements, the following additional requirements apply:

Test	Test Method	Acceptance Value
Length Change	ASTM C157	-0.045%
Permeability	AASHTO T 277 1,000 Coulombs (max.) at 90 days ¹	

¹ Only required for alternate HPC designs. See 02001.30(b)(2).

02001.30 Concrete Mix Design - Replace this subsection with the following subsection:

02001.30 Concrete Constituents:

(a) Portland Cement - Use Type I or II cement for structural or paving concrete. Use Type III cement for precast prestressed concrete.

(b) Supplementary Cementitious Materials - SCM may be used separately or in combinations up to the specified maximum percentage by mass according to the following:

(1) General Limits - SCM may be used separately or in combination as shown:

Separate SCM	Maximum
Fly Ash + Other Pozzolans	30%
GGBFS	50%
Silica Fume	5%
Combined SCM	Maximum
Fly Ash + Other Pozzolans + GGBFS + Silica Fume	50%*
Fly Ash + Other Pozzolans + Silica Fume	30%*

* Fly ash + other pozzolans shall constitute no more than 25% and silica fume shall constitute no more than 5% of the total weight of cementitious materials.

When silica fume is added to truck mixed concrete, mix the batch a minimum of 100 revolutions at the mixing speed specified by the manufacturer before leaving the batch plant.

(2) HPC Cementitious Composition - Provide HPC with one of the following:

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- Cementitious material with 66 percent portland cement, 30 percent fly ash or GGBFS, and 4 percent silica fume.
- Cement with SCM proportioned according to 02001.30(b)(1) and with trial batches performed to demonstrate that the proposed alternate mix design provides a maximum of 1,000 coulombs at 90 days when tested according to AASTHO T 277.

(c) Blended Hydraulic Cement - Blended hydraulic cement may be used subject to the limits of 02001.30(b) and 02010.20.

(d) Chemical Admixtures - Use chemical admixtures according to the manufacturer's recommendations. Use WRA in all seal concrete and in Class 5000 concrete or greater. Use HRWRA in all HPC.

Use a hydration stabilizer from the QPL in all concrete for bridge decks. Use an appropriate amount to extend the initial set time of the concrete by 90 minutes.

(e) Aggregate - If the nominal maximum size of the coarse Aggregate is not included as a part of the class of concrete, or shown on the Plans, any size from 1 1/2-inch to 3/8-inch nominal maximum size Aggregate may be used according to ACI guidelines except:

- Use 1 1/2 inch nominal maximum size Aggregates in bridge deck concrete.
- Use 1 1/2 inch nominal maximum size Aggregates in paving concrete unless otherwise indicated.
- Use 3/8 inch nominal maximum size Aggregates in drilled shafts unless otherwise indicated.

(1) HPC Coarse Aggregate Content - Proportion all HPC for a minimum coarse Aggregate absolute solid volume according to Table 02001-4:

Table 02001-4

Absolute Solid Volume	
Maximum Nominal Aggregate Size	Cu. Yd. (Aggregate) / Cu. Yd. (Concrete)
3/8"	0.36
1/2"	0.38
3/4"	0.40
1"	0.42
1 1/2"	0.44

Two or more Aggregate products or sources meeting Specifications may be blended to improve concrete properties. Blending non-specification Aggregate Materials, except for gradation, with specification Materials is not allowed.

(f) Synthetic Fiber Reinforcing for Concrete - Use synthetic fiber reinforcing from the QPL and according to Section 02045 in all high performance concrete. Use

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synthetic fiber reinforcing according to the manufacturer's recommendations at the rate designated on the QPL. Fiber packaging is not allowed in the mixed concrete.

02001.31 Concrete Constituents - Delete this subsection.

02001.32 New Mix Designs - Delete this subsection.

02001.33 Required Over Design Strength (f'_{cr}) for New Mix Designs - Delete this subsection.

02001.34(a) Length Change Tests - Delete this subsection.

02001.34(b) Permeability Tests – Delete this subsection.

02001.35 Required Submittals for Mix Designs - Delete this subsection.

02001.37 Trial Batch Costs – Delete this subsection.

02001.40 Concrete Production - Replace this subsection, except for the subsection number and title, with the following:

Produce concrete according to the following sections of ASTM C94, Standard Specification for Ready-Mixed Concrete:

ASTM Section	ASTM Title
9.	Measuring Materials
10.	Batching Plant
11.	Mixers and Agitators
12.	Mixing and Delivery ¹

¹ When haul time or placement conditions warrant exceeding the time of discharge, submit a detailed breakdown of the estimated time needed from batching to discharge of a load along with the measures that will be taken to ensure slump, temperature and uniformity will be maintained. This request must be submitted in advance and may establish a new time limit at the Engineers discretion.

(a) Delivery Tickets - Send a concrete delivery ticket with each load of concrete supplied to the Project. Each delivery ticket shall include the following information:

- Concrete supplier's name, address and telephone number
- Address and telephone number of batch plant if different from above
- Date and time the concrete batch was produced
- ODOT mix design number
- Size of load batched
- Weights or volumes of constituents batched in the load
- Amount of water that can be added at the job site
- Amount of water actually added at the job site

(b) Adjusting Concrete Proportions - Replace this subsection, except for the subsection number and title, with the following:

After a mix design has been reviewed and accepted, submit any proposed adjustments to concrete proportions for review. Significant changes to the mix design, as determined by the Engineer, may require verification of performance by trial batch according to 02001.32. Significant changes include, but are not limited to the following:

- Decreases in cementitious material content.
- Changes in cement source.
- Increases in SCM quantity replacing cement.
- Changes in SCM source.
- Substitution of aggregates from a different source.
- Admixture product changes.
- Large admixture dosage changes, excluding seasonal adjustments for air entraining agents and Type A or D water reducers (± 25 oz/cubic yard).

02001.50 Quality Control Personnel - Replace this subsection with the following subsection:

02001.50 Quality Control - Provide quality control according to Section 00165 and the following:

- Sample and test according to the MFTP.
- Provide certified technicians to sample and test the mix for temperature, air content, slump, water-cementitious ratio, density and yield, from the first load of each placement, whenever there is a visible change in the slump of the concrete, and when a set of cylinders is obtained.
- If the results of any test are outside of the specification limits, stop placement of the load. Correct the load or, if the load cannot be corrected, do not incorporate it into the Work. Test subsequent loads before any further concrete placement. Correct subsequent loads if any of the tests are still outside the specification limits. Return to the specified test frequency when the test results from two consecutive loads are shown to meet the specification limits.
- The Contractor shall designate a person responsible for accepting and rejecting concrete onsite.

Certified Technician duties:

(a) Certified Aggregate Technician (CAgT) -

- Sample and test Aggregates.
- Sample and test each stockpiled size according to the test procedures and at the frequencies shown in the Field Tested Materials Acceptance Guide section of the MFTP.
- Record and evaluate test results according to Section 00165.
- Provide Stat-Spec results to the Engineer.

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- Notify the CCT whenever a fine aggregate fineness modulus varies by more than ± 0.20 from the mix design it is to be used in.
- Test the fine and coarse aggregates for total moisture content according to AASHTO T 255.

(b) Quality Control Technician (QCT) -

- Attend pre-placement meetings for bridge deck pours and paving.
- Be at the concrete placement site when concrete placement is in progress.
- Have a copy of the mix design on site and available during concrete placement.
- Obtain and check each batch ticket upon arrival of the concrete at the jobsite for the correct mix design.
- Sample the concrete and test for ambient air temperature, plastic concrete temperature, slump, air content, density, w/cm Ratio and yield at the frequencies required by and according to the tests listed in the MFTP, after concrete mixture proportions are adjusted in the field, and at such times as requested by the Engineer.
- Notify the Contractor and the Engineer immediately when the concrete is not in compliance with the Specifications.
- Be in direct contact with the CCT by telephone, radio or other means to convey information.
- Notify the CCT of loads rejected and the reason for rejection.
- Notify the CCT immediately whenever the w/cm Ratio varies from the mix design target by more than ± 0.03 .
- Notify the CCT immediately whenever the air content varies from the mix design target by more than ± 1.5 percent.
- Notify the CCT immediately whenever the slump varies from the allowable limits of Table 02001-3.
- Notify the CCT immediately whenever the density of the plastic concrete varies from the mix design target by more than ± 3.0 pounds per cubic foot.

(c) Concrete Control Technician (CCT) - Prepare new concrete mix designs.

- Notify the Engineer 48 hours prior to trial batching.
- Control the quality of concrete during production.
- Submit proposed adjustments of the mix design, in writing, to the Engineer for approval by the middle of the following work shift.
- Ensure approved adjustments are implemented prior to proceeding with production.
- Before batching is started and when there is a significant change in the slump of the concrete ensure moisture contents of the coarse and fine aggregate are verified by the CAgT. Make necessary adjustments to maintain consistent concrete properties. Provide moisture content test results to the Engineer upon request.
- Monitor concrete properties and compressive strength tests throughout the duration of the Project.

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- Make adjustments to loads that fail to meet the air content or slump criteria of these Specifications prior to the 90-minute time limit. Adjustments shall comply with the provisions of ASTM C94.
- Make adjustments to maintain a satisfactory over-design f'_{cr} .
- Perform an analysis and verify the accuracy of coarse and fine aggregate moistures whenever the w/cm Ratio varies from the mix design target by more than ± 0.03 .
- Perform an analysis and make necessary adjustments whenever the unit weight of the plastic concrete varies from the mix design by more than ± 3.0 pounds per cubic foot.
- Perform an analysis whenever the fineness modulus of the fine aggregate varies by more than ± 0.20 from the established mix design. If necessary to maintain proper workability, ability to pump or ability to finish, make an adjustment to the coarse/fine aggregate ratio and submit to the Engineer by the middle of the following work shift.

02001.60 Delivery Tickets – Replace this subsection with the following subsection:

02001.60 Acceptance of Concrete - Acceptance of concrete will be according to Section 00165 and the following:

(a) Aggregate - Acceptance of aggregate will be according to 02690.12.

(b) Plastic Concrete - Acceptance of plastic concrete will be based on tests performed by the Contractor's QCT, according to the tolerances and limits of 02001.20, when discharged within the time allotted in 02001.40.

(c) Hardened Concrete - Cast and cure test specimens according to AASHTO T 23 in 6 inch x 12 inch or 4 inch x 8 inch, single-use plastic molds and test at 28 days according to AASHTO T 22.

(1) General - For all classes of concrete, acceptance of hardened concrete will be based on an analysis of compressive strength tests of cylinders cast by the QCT. Test cylinders at an Agency certified laboratory.

(2) Acceptance - Hardened concrete with an ASTV meeting or exceeding the specified design strength, f'_c will be accepted for strength. If the ASTV is less than f'_c but at least 85 percent of f'_c , the Engineer may review the results to determine if the concrete represented by the cylinders is suitable for the intended purpose. Remove concrete that has an ASTV less than 85 percent of f'_c unless otherwise authorized, in writing, by the Engineer. If the concrete is removed, the cost of removal, replacement and all related Work is the Contractor's responsibility. If the Engineer determines that the concrete is suitable for the intended purpose, the concrete may be allowed to remain in place, subject to a price adjustment according to 00150.25. If an ASTV falls below f'_c , the Contractor may submit a written plan outlining a proposed alternate method of evaluating compressive strength. Submit the plan for review by the Engineer within 3 days of the test. Provide evidence that a reasonable f'_{cr} (over-design) was maintained and that there is credible evidence (besides low strength) which warrants consideration of this option. The Engineer

may allow an alternate method of acceptance if the compressive strength test results are determined to be suspect from definable external factors.

SECTION 02040 – CHEMICAL ADMIXTURES

Comply with Section 02040 of the Standard Specifications modified as follows:

02040.10 Materials - Replace this subsection, except for the subsection number and title, with the following:

Furnish admixtures from the QPL.

SECTION 02050 – CURING MATERIALS

Comply with Section 02050 of the Standard Specifications modified as follows:

02050.10 Liquid Compounds - Delete the paragraph that begins “Furnish liquid membrane-forming curing...” with the following paragraph:

Furnish liquid membrane-forming curing compounds from the QPL and meeting the requirements of ASTM C309.

Delete the paragraph that begins “Before using liquid compounds, submit...”.

02050.20 Polyethylene Films - Delete the paragraph that begins “Furnish clear or white...” with the following paragraph:

Furnish clear or white polyethylene films for curing concrete meeting the requirements of ASTM C171.

SECTION 02510 - REINFORCEMENT

Comply with Section 02510 of the Standard Specifications modified as follows:

02510.10 Deformed Bar Reinforcement - Replace this subsection, except for the subsection number and title, with the following:

Furnish deformed bar reinforcement from the QPL and conforming to the requirements of ASTM A 706, AASHTO M31 (ASTM A615), or AASHTO M334 (ASTM A1035 CS). Unless otherwise specified or shown, all reinforcing bars shall be Grade 60.

02510.20 Mechanical Splices - Replace this subsection, except for the subsection number and title, with the following:

Furnish mechanical splices from the QPL. Where bars of different sizes or strengths are connected, the governing strength shall be the strength of the smaller or weaker bar.

- Type 1 Mechanical Splices - Furnish Type 1 Mechanical Splices that develop at least 125 percent of the specified minimum yield strength of the reinforcing bars. Type 1 Mechanical Splices are not allowed for column bars.

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- Type 2 Mechanical Splices - Furnish Type 2 Mechanical Splices that develop at least 125 percent of the specified minimum yield strength of the reinforcing bars and 100 percent of the specified tensile strength of the reinforcing bars.
- Total slip displacement - Measure displacement after loading in tension to 30.0 ksi and relaxing to 3.0 ksi. The displacement for bars up to No. 14 shall not exceed 0.01 inches. The displacement for No. 18 bar shall not exceed 0.03 inches.

02510.25 Headed Bar Reinforcement - Replace this subsection, except for the subsection number and title, with the following:

Furnish Class HA headed steel bar from the QPL for concrete reinforcement. The headed steel bar shall develop the specified minimum tensile strength of the reinforcing bars, according to ASTM A970. Ferrous-filler coupling sleeves and welded headed steel bars are not allowed for concrete reinforcement.

SECTION 02530 - STRUCTURAL STEEL

Comply with Section 02530 of the Standard Specifications modified as follows:

02530.70 Galvanizing - Replace the paragraph that begins "Steel that will be finished by hot-dip galvanizing..." with the following paragraph:

Steel that will be finished by hot-dip galvanizing for use as sign bridges, illumination poles, traffic signal poles, sign supports, bridge rail and items designated on the Plans as "Galvanize - Control Silicon" shall have controlled silicon content. The silicon content shall be in either of the ranges 0 - 0.06 percent or 0.13 - 0.25 percent. Before galvanizing, submit mill test certificates verifying silicon content to the Engineer and the galvanizer.

SECTION 02560 - FASTENERS

Comply with Section 02560 of the Standard Specifications modified as follows:

02560.10(b) Nuts— Replace this subsection, except for the subsection number and title, with following:

Nuts for carbon steel bolts shall conform to the requirements of the following, or equivalent:

Plain (Noncoated) Bolts:

- 1/4" - 1 1/2" - ASTM A563, Grade A, hex
- Over 1 1/2" - 4" - ASTM A563, Grade A, heavy hex

Galvanized Bolts:

- All - ASTM A563, Grade A, C, D, or DH, heavy hex

02560.20(a) Bolts – Replace this subsection, except for the subsection number and title, with following:

High-strength bolts used in noncoated weathering steel connections shall be Type 3. High-strength bolts shall conform to the requirements of the following:

Heavy Hex Head:

- ASTM F3125, Grade A325

Twist-Off:

- ASTM F3125, Grade F1852

02560.20(b) Nuts – Replace this subsection, except for the subsection number and title, with following:

Nuts for high-strength bolts shall conform to the requirements of the following, or equivalent:

Type 1 Plain (Noncoated) Bolts:

- All - Heavy hex ASTM A563, Grade C, D, or DH

Type 1 Galvanized Bolts:

- All - Heavy hex ASTM A563, Grade DH

Type 3 Bolts:

- All - Heavy hex ASTM A563, Grade C3 or DH3

02560.20(f) Lock-Pin and Collar Fasteners - Delete this subsection.

02560.30(c) Nuts – Replace this subsection, except for the subsection number and title, with following:

Nuts for tie rods, anchor bolts, and anchor rods shall conform to the requirements of the following, or equivalent:

Plain Steel Tie Rods, Anchor Bolts, and Anchor Rods:

- All - Heavy hex ASTM A563, Grade A

Galvanized Steel Tie Rods, Anchor Bolts, and Anchor Rods:

- All - Heavy hex ASTM A563, Grade A, C, D, or DH

Plain Or Galvanized High-Strength Tie Rods, Anchor Bolts, or Anchor Rods:

- All - Heavy hex ASTM A563, Grade DH

02560.40 Galvanizing and Coating - Replace this subsection with the following subsection:

02560.40 Galvanizing and Coating:

(a) High Strength Fasteners - When specified, hot-dip galvanize Grade A325 fasteners or mechanically deposit zinc to Grade F1852 fasteners according to ASTM F3125.

(b) Tie Rods, Anchor Bolts, Anchor Rods and Carbon Fasteners - Hot-dip galvanize, tie rods, anchor bolts, anchor rods, nuts, washers and carbon fasteners according to ASTM F2329 as appropriate to the product.

Overtap nuts for galvanized fasteners, galvanized tie rods, galvanized anchor bolts, and galvanized anchor rods according to ASTM A563.

Measure the zinc thickness on the wrench flats or top of bolt head of galvanized bolts and on the wrench flats of galvanized nuts.

(c) Direct Tension Indicators – When specified, apply mechanically deposited zinc according to ASTM F959.

(d) Repair of Hot-Dip Galvanizing - Repair damaged hot-dip galvanizing according to ASTM A780. Minimum zinc content for Method A2 is 94 percent on the dry film.

02560.60(b) Other Test Requirements - In the paragraph that begins "Wedge test all bolts according..." replace the words "AASHTO M 164 (ASTM A325)" with the words "ASTM F3125, Grade A325 or Grade F1852".

02560.70 Lubricating Fasteners - Replace this subsection, except for the subsection number and title, with following:

Furnish all galvanized and coated fasteners with a factory applied commercial water-soluble wax that contains a visible dye of a color that contrasts with the color of galvanizing or coating. Black fasteners shall be "oily" to the touch when installed.

Field lubricate galvanized bolts in tapped holes, galvanized anchor rods, and galvanized tie rods with a lubricant from the QPL. Apply lubricant to threads and to bearing surfaces that will turn during installation.

Protect fasteners from dirt and moisture at the Project site.

Retest heavy hex head fasteners that do not pass the field rotational capacity test. Clean and relubricate heavy hex head fasteners with a lubricant from the QPL prior to retesting.

Relubrication of Twist-Off fasteners is not permitted.

SECTION 02690 - PCC AGGREGATES

Replace Section 02690 of the Standard Specifications with the following Section 02690:

SECTION 02690 - PCC AGGREGATES

Description

02690.00 Scope - This Section includes the requirements for coarse and fine aggregates for portland cement concrete.

02690.01 Definitions:

Coating - Foreign or deleterious substances found adhering to the aggregate particles.

Detrimental Materials - Materials that adversely affect concrete, including but not limited to clay, shale, mica, silt, bark, alkali, sticks, organic matter, soft and flaky particles.

Nominal Maximum Size Of Aggregate - One sieve larger than the first sieve that retains more than 10 percent of the material using an agency specified set of sieves based on cumulative percent retained. Where large gaps in specification sieves exist, intermediate sieves may be inserted to determine nominal maximum size.

Materials

02690.10 Materials - PCC Aggregates shall consist of natural or crushed rock that is hard, strong, durable and free from adherent coatings or other detrimental materials.

Produce, handle and store the aggregates in a way that will maintain passing material properties and avoid introducing deleterious materials or segregation prior to its use in portland cement concrete.

02690.11 Alternate Grading - The Contractor may request approval to produce coarse and fine aggregates in sizes other than those stated in 02690.20 and 02690.30. The request shall be in writing, and shall state the proposed target value and specified tolerances for each of the individual sieve sizes of the materials the Contractor proposes to produce.

02690.12 Acceptance of Aggregate - Acceptance of aggregate will be according to Section 00165 and based on the Contractor's quality control testing, if verified, according to Section 00165.

(a) Aggregate Gradation - A stockpile contains specification aggregate gradation when the quality level for each sieve size calculated according to 00165.40 is equal to or greater than the quality level indicated in Table 00165-2 for a PF of 1.00. Each required sample represents a subplot. When the quality level indicated in Table 00165-2 yields a PF of less than 1.00 for any constituent, the material is non-specification.

(b) Non-specification Aggregate Gradation - Stockpiled aggregates that contain non-specification aggregate gradation will be rejected by the Engineer unless non specification material is removed from the stockpile. Do not add additional material to the stockpile until enough non-specification material is removed so that the quality level

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for each constituent is equal to or greater than the quality level in Table 00165-2 for a 1.00 PF.

Reprocessing of non-conforming material and the testing required for acceptance will be at no additional cost to the Agency. Acceptance of reprocessed material will be based on passing test results or accepted visually by the Engineer.

02690.20 Coarse Aggregate:

(a) Harmful Substances - Harmful substances shall not exceed the following limits:

Test	Test Method		Percent (by Weight)
	ODOT	AASHTO	
Lightweight Pieces	–	T 113	1.0
Material passing No. 200 sieve	–	T 11	1.0
Wood Particles	TM 225	–	0.05

(b) Soundness - Coarse aggregates for concrete shall be tested for soundness using sodium sulfate salt, according to AASHTO T 104. The weighted percentage loss shall not exceed 12 percent by weight.

(c) Durability - Coarse aggregates shall meet the following durability requirements:

Test	Test Method		Requirements
	ODOT	AASHTO	
Abrasion	–	T 96	30.0% Max.
Oregon Air Aggregate Degradation:			
Passing No. 20 sieve	TM 208	–	30.0% Max.
Sediment Height	TM 208	–	3.0" Max.

(d) PCC Paving Aggregate - In addition to requirements above, comply with the following:

(1) Fracture - Provide aggregate with at least two fractured faces on at least 50 percent of the particles retained on the 3/8 inch, 1/2 inch, 3/4 inch, 1 inch, and 1 1/2 inch sieves, as determined by AASHTO T 335.

(2) Elongated Pieces - Provide aggregate with elongated pieces not exceeding 10 percent by weight of the material retained on the No. 4 sieve when tested according to ODOT TM 229 with the proportional caliper device set at a ratio of 5:1.

(e) Grading and Separation by Sizes for Prestressed Concrete - Sampling shall be according to AASHTO T 2 and sieve analysis shall be determined according to AASHTO T 27 and AASHTO T 11. PCC coarse aggregate shall conform to grading and separated sizes as follows:

(1) Where indicated in Table 02690-1, the coarse aggregate shall be separated into two sizes and each separated size shall be measured into the batch in the quantity determined by the mix design.

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For each of the indicated maximum sizes of coarse aggregates, the separated sizes shall be as indicated in Table 02690-2:

Table 02690-1

Maximum Nominal Size of Aggregates	Separated Sizes
1"	1" - No. 4
3/4"	3/4" - No. 4
3/4"	3/4" - 1/2" and 1/2" - No. 4
3/4"	3/4" - 3/8" and 3/8" - No. 4

(2) The grading of each of the specified separated sizes of coarse aggregate shall conform to the following:

Table 02690-2

Sieve Size	Separated Sizes					
	1" - No. 4	3/4" - No. 4	3/4" - 1/2"	3/4" - 3/8"	1/2" - No. 4	3/8" - No. 4
Percent Passing (by Weight)						
1 1/2"	100	—	—	—	—	—
1"	90 - 100	100	100	100	—	—
3/4"	50 - 80	90 - 100	85 - 100	85 - 100	100	100
1/2"	—	—	0 - 15	—	85 - 100	—
3/8"	15 - 40	20 - 50	—	0 - 15	35 - 65	85 - 100
No. 4	0 - 10	0 - 10	—	—	0 - 15	0 - 15
No. 200	*	*	*	*	*	*

* See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

(f) **Grading and Separation by Sizes for Other Concrete** - Sampling shall be according to AASHTO T 2. Sieve analysis shall be according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Tables 02690-3 and 02690-4 for structural concrete. Provide a CAgT to perform sampling and testing when required.

Table 02690-3

Sieve Size	Gradation of Coarse Aggregates			
	Combined* Sizes	Separated Sizes	Separated Sizes	Separated Sizes
	1 1/2" - No. 4	1 1/2" - 3/4"	1" - No. 4	3/4" - 1/2"
Percent Passing (by Weight)				
2"	100	100	—	—
1 1/2"	90 - 100	90 - 100	100	—
1"	70 - 89	20 - 55	90 - 100	100

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3/4"	35 - 70	0 - 15	—	85 - 100
1/2"	—	—	25 - 60	0 - 15
3/8"	10 - 30	0 - 5	—	—
No. 4	0 - 5	—	0 - 10	—
No. 8	—	—	0 - 5	—
No. 200	**	**	**	**

* For 1 1/2 inch coarse aggregate use two or more separated sizes which when combined shall meet the gradation limits for 1 1/2" - No. 4

** See 02690.20(a). Do not evaluate material passing the No.200 sieve according to 00165.40.

**Table 02690-4
Gradation of Coarse Aggregates**

Sieve Size	Separated or			
	Separated Sizes 3/4" - 3/8"	Combined Sizes 3/4" - No. 4	Separated Sizes 1/2" - No. 4	Separated Sizes 3/8" - No. 8
	Percent Passing (by Weight)			
1"	100	100	—	—
3/4"	90 - 100	90 - 100	100	—
1/2"	20 - 55	—	90 - 100	100
3/8"	0 - 15	20 - 55	40 - 70	85 - 100
No. 4	0 - 5	0 - 10	0 - 15	10 - 30
No. 8	—	0 - 5	0 - 5	0 - 10
No. 16	—	—	—	0 - 5
No. 200	*	*	*	*

* See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

02690.30 Fine Aggregates:

(a) Different Sources - Do not mix fine aggregates from different sources of supply, or store in the same pile. Do not use alternately in the same class of mix, without prior approval.

(b) Harmful Substances - The amount of harmful substances shall not exceed the following limits:

Test	Test Method (AASHTO)	Percent (by Weight)
Lightweight Pieces	T 113	2.0%
Material passing No. 200 sieve	T 11	3.0%

(c) Soundness - Fine aggregate shall be tested for soundness using sodium sulfate salt, according to AASHTO T 104. The weighted percentage loss shall not exceed 10 percent by weight.

(d) Organic Impurities - All fine aggregate shall meet the requirements of AASHTO M 6 for organic impurities.

(e) Sand Equivalent - Fine aggregate shall be tested according to AASHTO T 176 and shall have a sand equivalent of not less than 75.

(f) Sand for Mortar - Sand for mortar shall conform to the requirements of this Section.

(g) Grading - Sampling shall be according to AASHTO T 2. Sieve analysis shall be determined according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Table 02690-5 for structural concrete. Provide a CAgT to perform sampling and testing when required.

Table 02690-5
Gradation of Fine Aggregate*

Sieve Size	Percent Passing (by Weight)
------------	--------------------------------

3/8"	100
No. 4	90 - 100
No. 8	70 - 100
No. 16	50 - 85
No. 30	25 - 60
No. 50	5 - 30
No. 100	0 - 10
No. 200	**

* Determine the fineness modulus according to AASHTO T 27 and AASHTO T 11. Maintain the fine aggregate fineness modulus within plus or minus 0.20 from the fineness modulus used in the Contractor's mix design. Fine aggregates in which the fineness modulus varies by more than 0.20 from the mix design target shall not be incorporated until an assessment is done to determine whether an adjustment in the aggregate proportions is necessary. Proportion changes must be performed by a CCT according to the provisions of ACI 211. Submit analysis of FM and mix design adjustments to the Engineer for approval.

** See 02690.30(b). Do not evaluate material passing No. 200 sieve according to 0165.40.

SECTION 02910 - SIGN MATERIALS

Comply with Section 02910 of the Standard Specifications.

SECTION 02920 - COMMON ELECTRICAL MATERIALS

Comply with Section 02920 of the Standard Specifications modified as follows:

02920.11 Nonmetallic Conduit – Replace this section with the following:

S Central Point Rd and S New Era Rd Intersection Realignment Construction

Use heavy wall, extruded, rigid polyvinyl chloride (PVC) conforming to UL 651, Schedule 80 Rigid PVC Conduit as shown.

SECTION 02925 - TRAFFIC SIGNAL MATERIALS

Comply with Section 02925 of the Standard Specifications modified as follows:

Add the following subsection:

02925.40(a) Power Service Cabinet - Service cabinets shall be the following or an approved equal:

Fouch Drwg #0600-0074-00 (NEMA 3-R Metered Base Mount Service Cabinet Clackamas County).

Add the following subsection:

02925.46 Fire Preemption Equipment - Fire Preemption systems for installation at traffic signals shall be as follows:

Fire Preemption system shall be GTT Opticom. See plan set for additional details. The following components make up the fire preemption system.

(a) Fire Preemption Phase Selector (P/N: Opticom 762/764) - Interface device for installation in the cabinet.

(b) Fire Preemption Detector Unit (P/N: Opticom 721/722) - Field detector for fire preemption system.

(b) Fire Preemption Detector Feeder Cable (P/N: Opticom 138) – For installation between the cabinet and the field detector at the location shown in the plan set.

02925.66 Pedestrian Push Buttons and Mount: - Replace Section 02925.66 with the following:

02925.66 Pedestrian Push Buttons and Mount: - Pedestrian pushbuttons for installation at traffic signals shall be as follows:

Pedestrian push button system shall be a Polara iNavigator 3-Wire (iN3) Push Button Station (P/N: iN3-3-T-N-0-B) or approved equal. See the plan set for additional details. The following components make up the push button system:

(a) Push Button Station (P/N: iN3 PBS) - The main body with pushbutton for installation on the signal or pedestrian pole using 3-Wire system.

(b) Ped Head Control Unit (P/N: iPHCU3W) - Interface device for installation in pedestrian signal head. One per Push Button Station.

S Central Point Rd and S New Era Rd Intersection Realignment Construction

(c) Pedestrian Push Button Decal - The pedestrian push button sign shall be a Polara option T (Hi-Intensity Retroreflective MUTCD R10-3e) 9"x15" sign.

(d) Interconnect Cables (iN3-CABLE-X) - Pre-cut lengths (12', 25', or 50') of interconnect cable from Push Button Station to Ped Head Control Unit.

(e) iNav Bluetooth Dongle (iN-DGL) - Bluetooth dongle to communicate from personal computer with Polar iN3 Push Button Station.

02925.70 – Solar/AC Flashing Beacon Assembly shall be the following:

For red flashing beacons – Carmanah R247-G, Single red 12 inch LED beacon, 80 W photovoltaic solar panel, and 12V 100 Ahr battery.

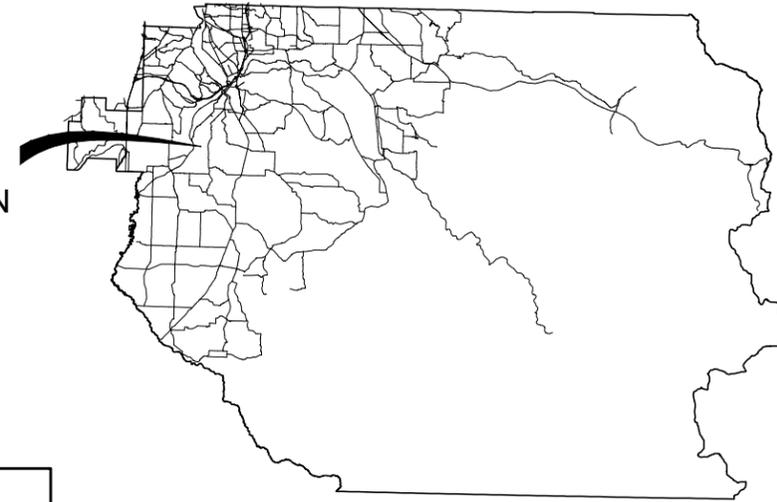
For yellow flashing beacons – Carmanah R247-E, integrated engine and single yellow 12-inch beacon, post-top mounted with 13 W photovoltaic solar panel, and 12 V 14 Ahr battery.

CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

S CENTRAL POINT RD AND S NEW ERA RD INTERSECTION REALIGNMENT

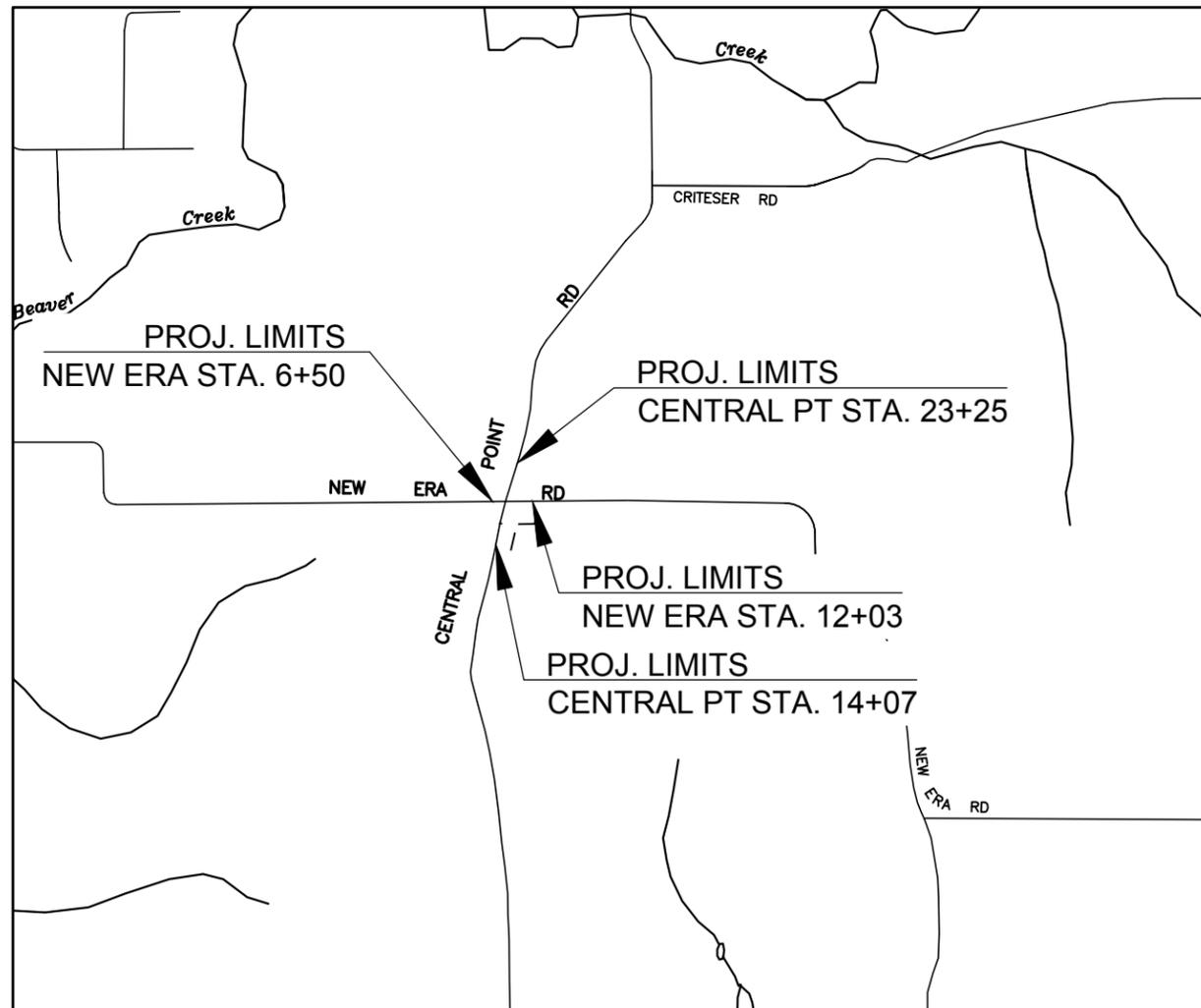
AGGREGATE BASES, ASPHALT PAVING,
EARTHWORK AND DRAINAGE, ELECTRICAL,
LANDSCAPING, SIGNING AND STRIPING

CLACKAMAS COUNTY OREGON
SUMMER 2021



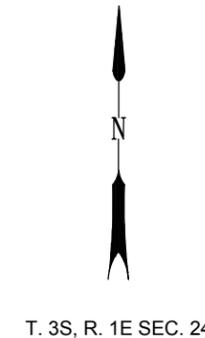
INDEX OF SHEETS	
1	TITLE SHEET
1A	LEGEND
1B	STD DWG'S & ABBREVIATIONS
1C	PROJECT SHEET LAYOUT
2A Thru 2A-4	TYPICAL SECTIONS
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2C THRU 2C-6	ROADWAY SECTIONS
2D THRU 2D-6	EROSION CONTROL PLANS
2E THRU 2E-3	DETOUR PLANS
2G-1 THRU 2G-3	STORMWATER QUALITY PLAN & PROFILE
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2G-5	STORMWATER PLANTING PLAN
3A THRU 8B	CONSTRUCTION NOTES, PLAN & PROFILE
SS-1 THRU SS-5	PERMANENT SIGNING & STRIPING PLANS
SS-6 & SS-7	PERMANENT SIGNING DETAILS

VERTICAL DATUM & BASIS OF BEARINGS
VERTICAL DATUM: NAVD 88 GEODETIC DATUM: NORTH AMERICAN DATUM OF 1983 (2011) EPOC 2010 SYSTEM: OREGON COORDINATE REFERENCE SYSTEM ZONE: PORTLAND PROJECTION: LAMBERT CONFORMAL CONIC PROJECTION
LATITUDE OF GRID ORIGIN: 45°30'00" N LONGITUDE OF GRID ORIGIN: 122°45'00" W FALSE NORTHING: 50,000.00 m FALSE EASTING: 100,000.00 m (32808.40 INTERNATIONAL FOOT)



VICINITY MAP
NOT TO SCALE

ATTENTION :
Oregon Law Requires You To Follow Rules
Adopted By The Oregon Utility Notification Center.
Those Rules Are Set Forth In OAR 952-001-0010 Through
OAR 952-001-0090. You May Obtain Copies Of The Rules From The Center.



TITLE SHEET S CENTRAL POINT RD AND S NEW ERA RD INTERSECTION REALIGNMENT	DATE: FEBRUARY 2021 PROJECT NO.: CI-22254
CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	DIRECTOR DAN JOHNSON
DESIGNED BY: JH DRAFTED BY: JH CHECKED BY: DTD	REVISIONS
Sheet No. 1	

SYMBOLS

EXISTING	PROPOSED
	MAIL BOX
	TELEPHONE RISER
	TELEPHONE MANHOLE
	UNIDENTIFIED UTILITY VAULT
	TELEPHONE VAULT
	POWER VAULT
	UTILITY POLE, GUY ANCHOR
	GB 2/GB-1 CATCH BASIN/CURB INLET
	DRAINAGE MANHOLE
	SANITARY MANHOLE
	GAS METER
	GAS VALVE
	FIRE HYDRANT
	WATER METER
	WATER VALVE

EXISTING	PROPOSED
	DETECTOR LOOP
	JUNCTION BOX
	SIGNAL CONTROLLER
	SIGNAL HEAD
	VIDEO DETECTION
	SIGNAL POLE BASE
	STREET LITE 2
	STREET LITE 1
	PUSHBUTTON PED POLE
	SINGLE SUPPORT SIGN
	RAILROAD CROSSING SIGNAL
	RAILROAD SIGNAL CONTROLLER
	RAILROAD CROSSING GATE
	TREE AND/OR STUMP REMOVAL
	PRESERVE AND PROTECT EXTG. TREE

VEGETATION

	PLANT/BUSH
	EVERGREEN TREE
	DECIDUOUS TREE

LINETYPES

EXISTING	PROPOSED
	AUDIBLE WARNING (CURB RAMP)
	CONCRETE SURFACE
	COLD PLANE PAVEMENT REMOVAL
	OBLITERATE EXTG. ROADWAY SURFACE
	EDGE OF UNPAVED SURFACE
	EDGE OF PAVED SURFACE
	FENCE LINE
	GUARDRAIL
	SHOULDER
	EASEMENT LINE
	CENTERLINE
	ROAD RIGHT OF WAY
	CITY BOUNDARY
	COUNTY BOUNDARY
	DLC BOUNDARY WIDTH
	STORM PIPE
	DITCH LINE
	PUBLIC WATER LINE
	SANITARY SEWER LINE
	FIBER OPTIC LINE
	UNDERGROUND TELEPHONE LINE
	UNDERGROUND POWER LINE
	OVERHEAD POWER LINE
	CABLE TELEVISION LINE
	GAS LINE
	HIGH PRESSURE GAS
	SIGNAL CONDUIT
	DAYLIGHT CUT LINE
	DAYLIGHT FILL LINE

LEGEND

S CENTRAL POINT RD AND S NEW ERA RD
INTERSECTION REALIGNMENT

DATE: FEBRUARY 2021 PROJECT NO.: CI-22254

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

DAN JOHNSON
DIRECTOR



DESIGNED BY: JH

DRAFTED BY: JH

CHECKED BY: DTD

REVISIONS



EXPIRES 06-30-2021

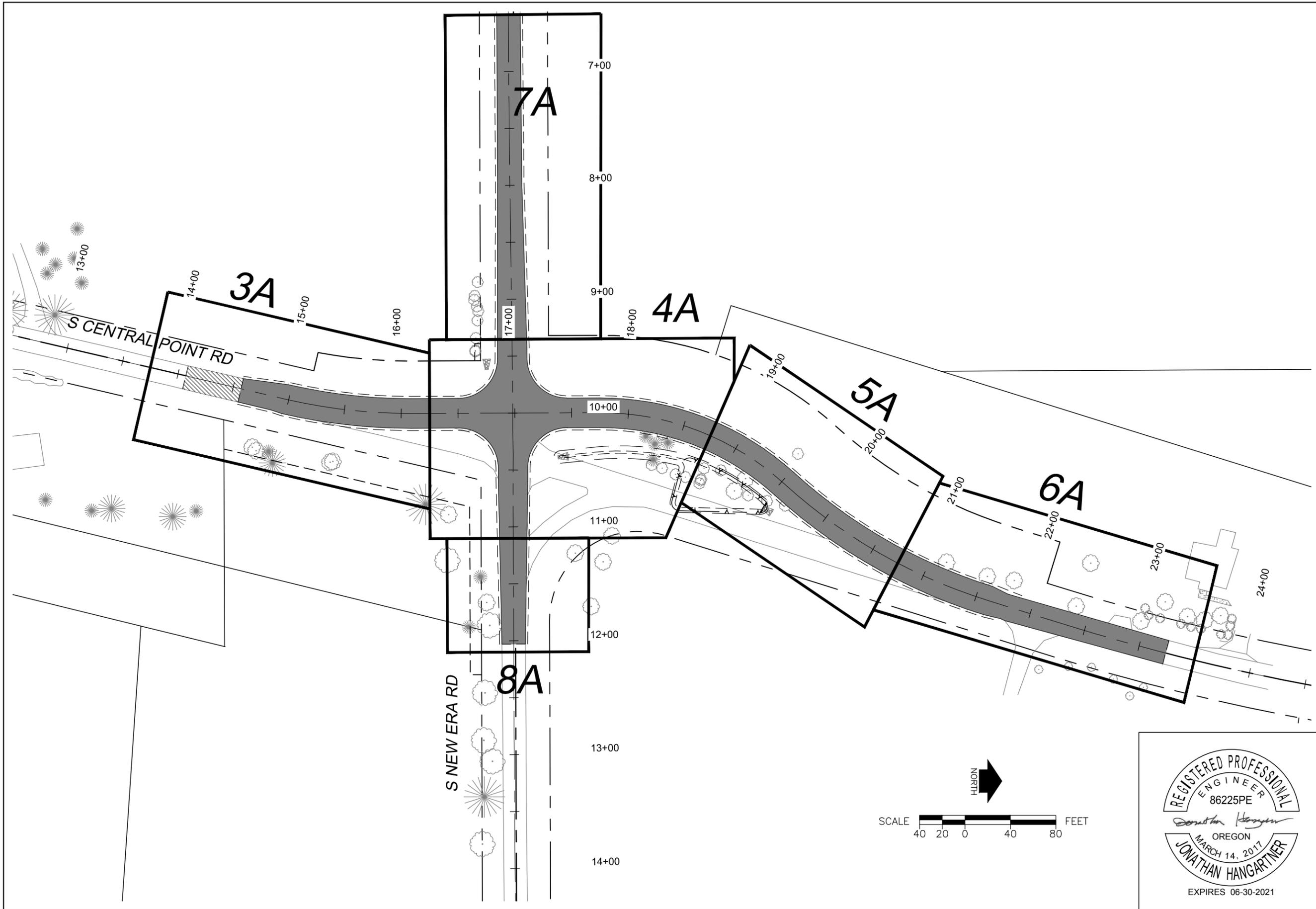
Sheet No. **1A**

CLACKAMAS COUNTY STANDARD DETAIL REFERENCE	
M150	MONUMENT BOX GREATER THAN 35 MPH
T100	STREET NAME SIGNS & DETAILS
T130	STREET NAME SIGNS & DETAILS (CONTINUED)
T150	SIGN MOUNTING AND ATTACHMENTS
T250	SIGN INSTALLATIONS
WATER ENVIRONMENT SERVICES STANDARD DETAIL REFERENCE	
SWM ST-4.0	STORM - CLEAN OUT
ODOT STANDARD DWG. REFERENCE	
RD300	TRENCH BACKFILL, BEDDING, PIPE ZONE AND MULTIPLE INSTALLATIONS
RD318	SLOPED ENDS FOR CONCRETE PIPE
RD319	MISCELLANEOUS CULVERT DETAILS
RD335	STANDARD STORM SEWER MANHOLE
RD336	STANDARD MANHOLE DETAILS
RD339	PIPE TO STRUCTURE CONNECTIONS
RD342	SHALLOW MANHOLES
RD344	STANDARD MANHOLE BASE SECTION
RD345	PIPE TO MANHOLE CONNECTIONS
RD356	MANHOLE COVERS AND FRAMES
RD365	FRAMES & GRATES FOR CONCRETE INLETS
RD370	DITCH INLET TYPE D
RD610	ASPHALT CONCRETE PAVEMENT (ACP) DETAILS
RD615	ASPHALT CONCRETE PAVEMENT (ACP) DETAILS
RD1005	CHECK DAMS TYPE 1, 3 AND 4
RD1010	INLET PROTECTION TYPE 2, 3, 6, 7, 10 AND 11
RD1032	SEDIMENT BARRIER TYPE 8
TM457	VEHICLE, PEDESTRIAN SIGNAL AND PUSHBUTTON MOUNTING OPTION DETAILS
TM471	TRENCHING & CONDUIT INSTALLATION
TM472	TRAFFIC SIGNAL JUNCTION BOXES / HAND HOLES
TM500	PAVEMENT MARKING STANDARD DETAIL BLOCKS
TM502	PAVEMENT MARKING STANDARD DETAIL BLOCKS
TM503	PAVEMENT MARKING STANDARD DETAIL BLOCKS
TM530	INTERSECTION PAVEMENT MARKINGS (CROSSWALK, STOP BAR & BIKE LANE STENCIL)
TM570	TRAFFIC DELINEATORS
TM800	TABLES, ABRUPT EDGE, AND PCMS DETAILS
TM810	TEMPORARY PAVEMENT MARKINGS
TM820	TEMPORARY BARRICADES
TM821	TEMPORARY SIGN SUPPORTS
TM822	TEMPORARY SIGN SUPPORTS
TM840	CLOSURE DETAILS
TM841	INTERSECTION WORK ZONE DETAILS
TM850	2-LANE, 2-WAY ROADWAYS
DET2101	SLIVER FILL BENCHING DETAIL
DET4241	SQUARE TUBE SIGN SUPPORT W/ TRIANGULAR BASE BREAKAWAY
STANDARD DRAWING RESOURCES	
ODOT	HTTP://WWW.OREGON.GOV/ODOT/ENGINEERING/PAGES/STANDARDS.ASPX
CLACK. CO.	HTTP://WWW.CLACKAMAS.US/ENGINEERING/ROADWAY.HTML
WES	HTTPS://WWW.CLACKAMAS.US/WES/STORMWATERSTANDARDS.HTML

ABBREVIATIONS					
ACP	ASPHALT CEMENT PAVEMENT	I.D.	INSIDE DIAMETER	STA .	STATION
APPR.	APPROACH	IE	INVERT ELEV	ST	STREET
CFS	CUBIC FEET PER SECOND	INV.	INVERT	STRM	STORM
C/L	CENTERLINE	LF	LINEAR FEET	SY	SQUARE YARD
CLACK.	CLACKAMAS	LT	LEFT	T(1-3)	TOWNSHIP
CO.	COUNTY	MAX.	MAXIMUM	TCE	TEMPORARY CONSTRUCTION
COMP	COMPACTED	MH	MANHOLE		EASEMENT
CONC.	CONCRETE	MIN.	MINIMUM	TEMP	TEMPORARY
CONST	CONSTRUCT	N	NORTH	TYP	TYPICAL
CONT'D	CONTINUED	N.T.S.	NOT TO SCALE	USPS	UNITED STATES POSTAL
DIA	DIAMETER	ODOT	OREGON DEPARTMENT		SERVICE
DWG	DRAWING		OF TRANSPORTATION	VERT	VERTICAL
DWY	DRIVEWAY	PCC	PORTLAND CEMENT	W	WEST
E	EAST		CONCRETE	WQ	WATER QUALITY
EA	EACH	PROJ.	PROJECT		
ELEV	ELEVATION	PROP.	PROPOSED		
EOP	EDGE OF PAVEMENT	RD	ROAD		
EXTG	EXISTING	RT	RIGHT		
FL	FLOW LINE	R/W, ROW	RIGHT OF WAY		
FT	FEET	S	SOUTH		
G V	GAS VALVE	SEC.	SECTION		
HT	HEIGHT	SQ FT , SF	SQUARE FEET		
HORIZ	HORIZONTAL	STD	STANDARD		



STD DWGS & ABBREVIATIONS S CENTRAL POINT RD AND S NEW ERA RD INTERSECTION REALIGNMENT	CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	DIRECTOR DAN JOHNSON	PROJECT NO.: CI-22254 DATE: FEBRUARY 2021
	DESIGNED BY: JH DRAFTED BY: JH CHECKED BY: DTD	REVISIONS	SHEET NO. 1B



PROJECT SHEET LAYOUT
 S CENTRAL POINT RD AND S NEW ERA RD
 INTERSECTION REALIGNMENT

DATE: FEBRUARY 2021 PROJECT NO.: CI-22254

CLACKAMAS COUNTY
 DEPT. OF TRANSPORTATION
 AND DEVELOPMENT
 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045

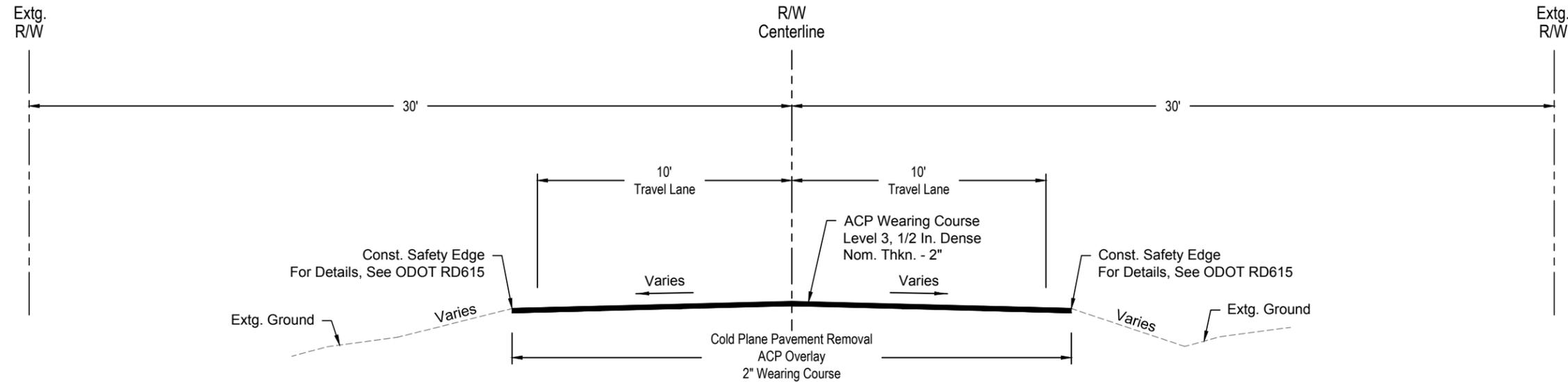
DAN JOHNSON DIRECTOR

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 DRAFTED BY: JH
 CHECKED BY: DTD

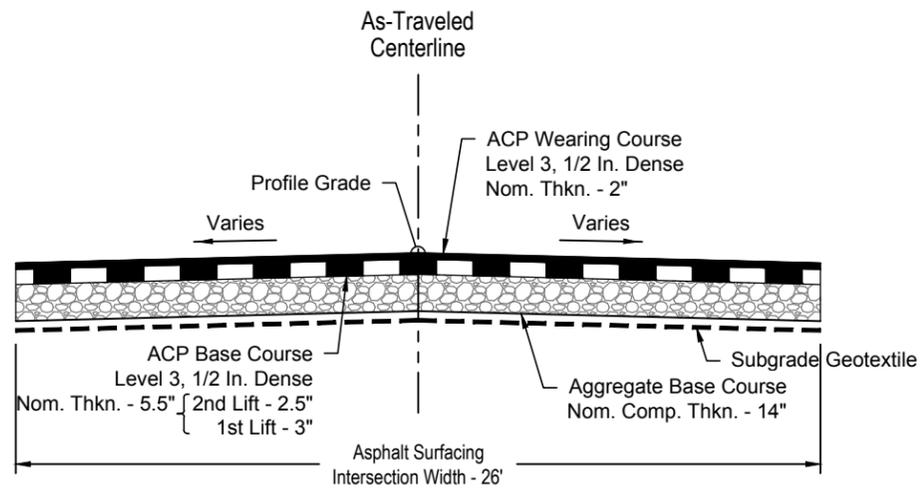
REVISIONS

Sheet No. **1C**





STA. 14+07 to STA. 14+57
S CENTRAL POINT ROAD
 (Not To Scale)



STA. 16+53 to STA. 17+44
S CENTRAL POINT ROAD
 STA. 9+52 to STA. 10+48
S NEW ERA ROAD
 (Not To Scale)

- Note:
1. All Dimensions Shown in Feet Unless Otherwise Noted.
 2. Side Slopes Are Shown As Horiz. To Vert.



TYPICAL SECTIONS

S CENTRAL POINT RD AND S NEW ERA RD
 INTERSECTION REALIGNMENT

DATE: FEBRUARY 2021 PROJECT NO.: CI-22254

CLACKAMAS COUNTY
 DEPT. OF TRANSPORTATION
 AND DEVELOPMENT
 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045

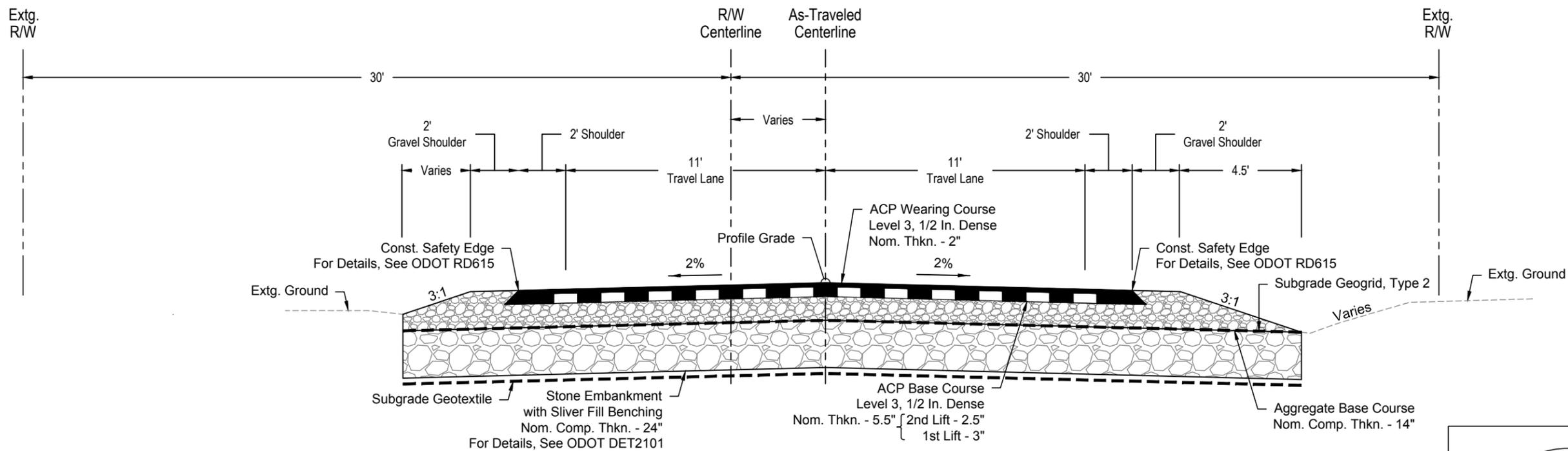


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Sheet No. **2A-2**

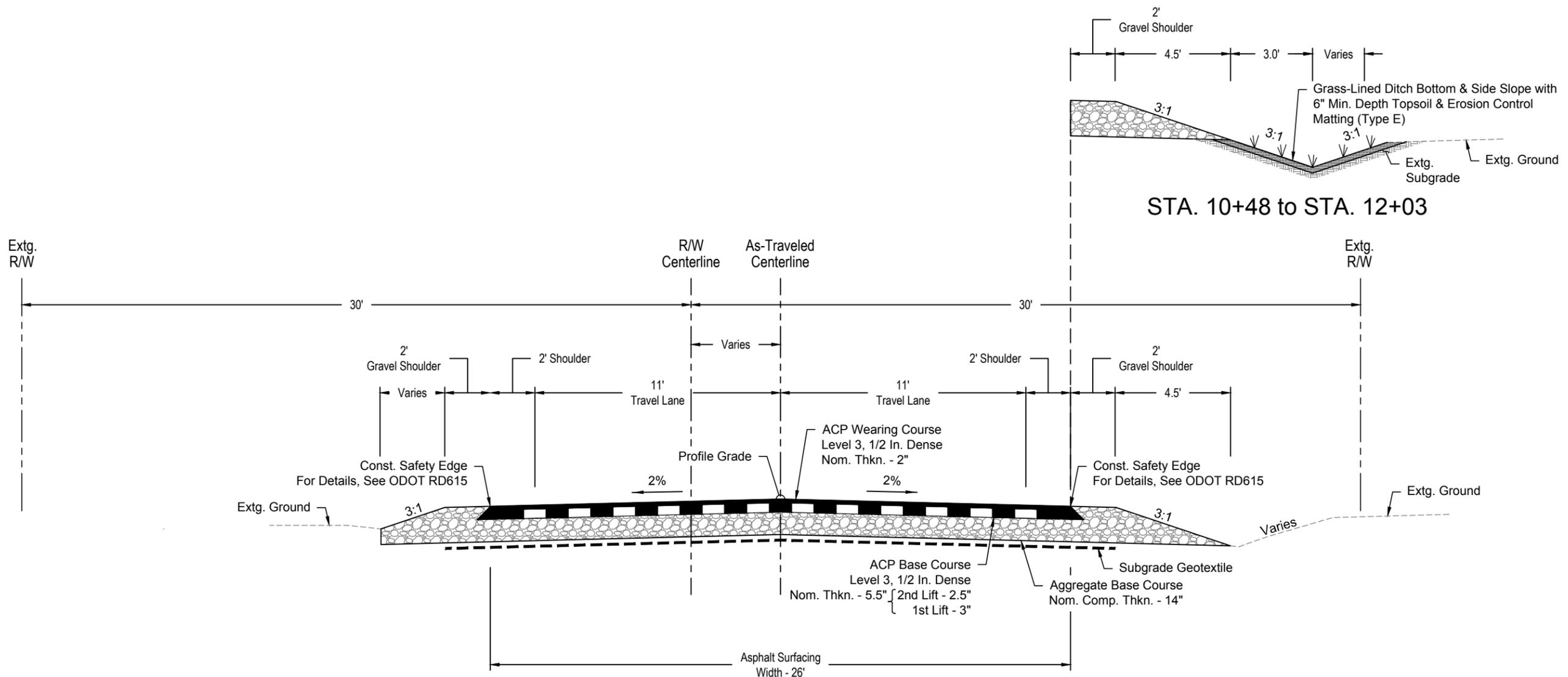


STA. 6+50 to STA. 8+50
S NEW ERA ROAD
 (Not To Scale)

Note:
 1. All Dimensions Shown in Feet Unless Otherwise Noted.
 2. Side Slopes Are Shown As Horiz. To Vert.



TYPICAL SECTIONS S CENTRAL POINT RD AND S NEW ERA RD INTERSECTION REALIGNMENT	DATE: FEBRUARY 2021 PROJECT NO.: CI-22254
CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	DIRECTOR DAN JOHNSON
DESIGNED BY: JH DRAFTED BY: JH CHECKED BY: DTD	REVISIONS
Sheet No. 2A-3	

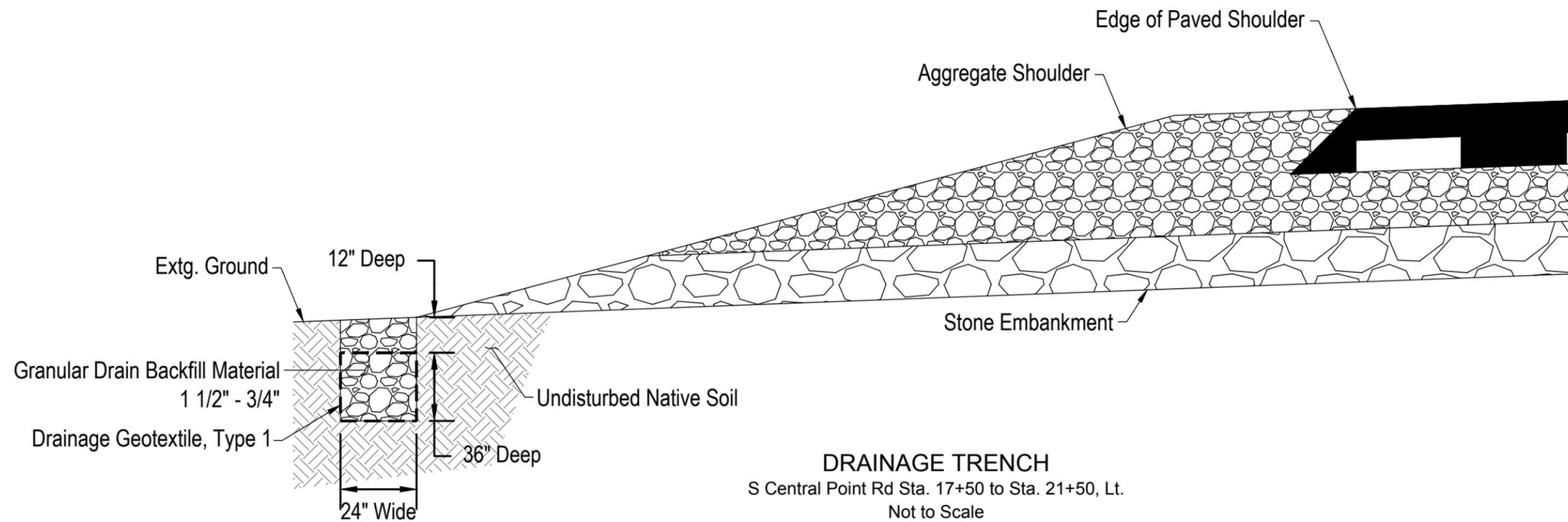


STA. 8+50 to STA. 9+52
 STA. 10+48 to STA. 12+03
S NEW ERA ROAD
 (Not To Scale)

Note:
 1. All Dimensions Shown in Feet Unless Otherwise Noted.
 2. Side Slopes Are Shown As Horiz. To Vert.



TYPICAL SECTIONS	
S CENTRAL POINT RD AND S NEW ERA RD INTERSECTION REALIGNMENT	
DATE: FEBRUARY 2021 PROJECT NO.: CI-22254	
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DAN JOHNSON DIRECTOR	
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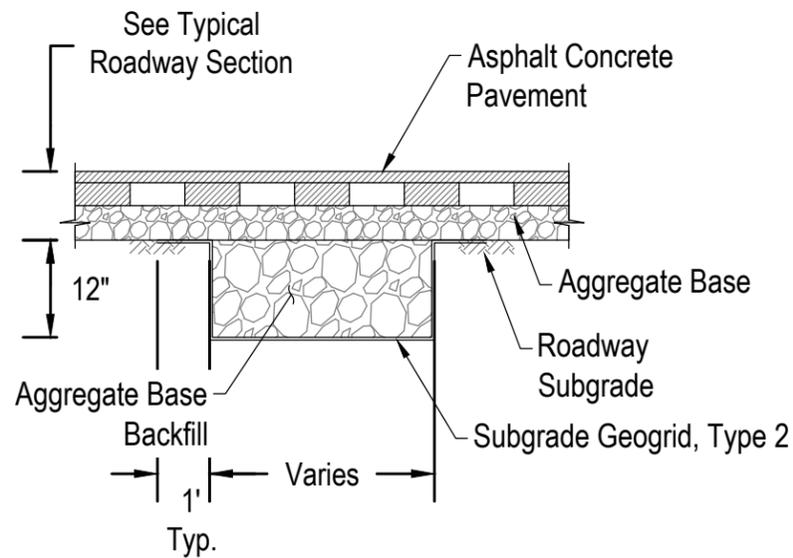


DRAINAGE TRENCH

S Central Point Rd Sta. 17+50 to Sta. 21+50, Lt.
Not to Scale

NOTES:

1. Construct Native Material, Full Width and Depth of Drainage Trench, Check Dams At Start and End of Drainage Trench and at 50' Spacing.



12 INCH SUBGRADE STABILIZATION

Not to Scale

NOTE:

1. Locate As Directed By The Engineer.

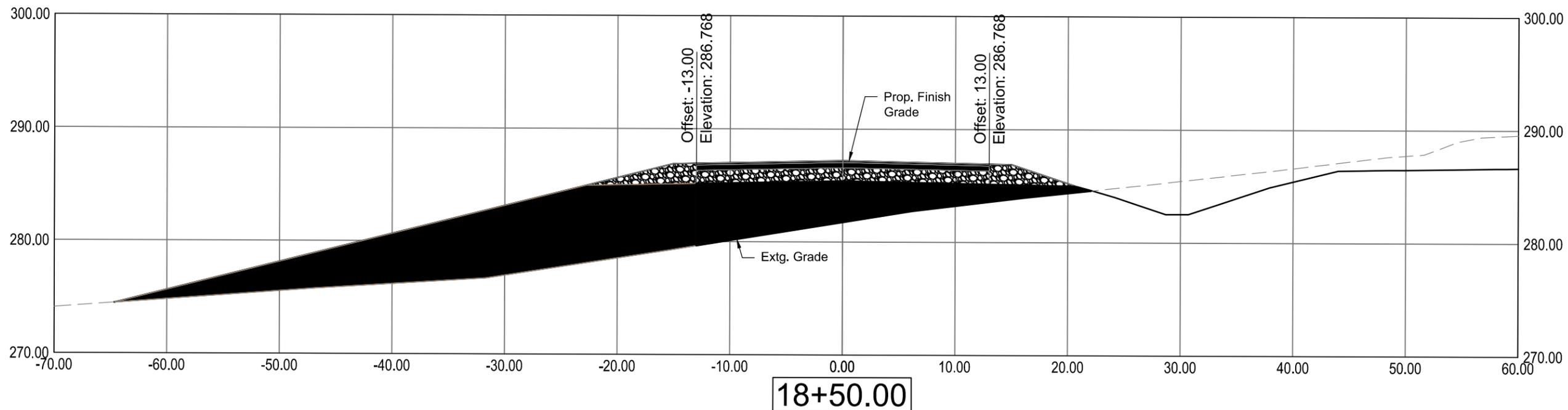
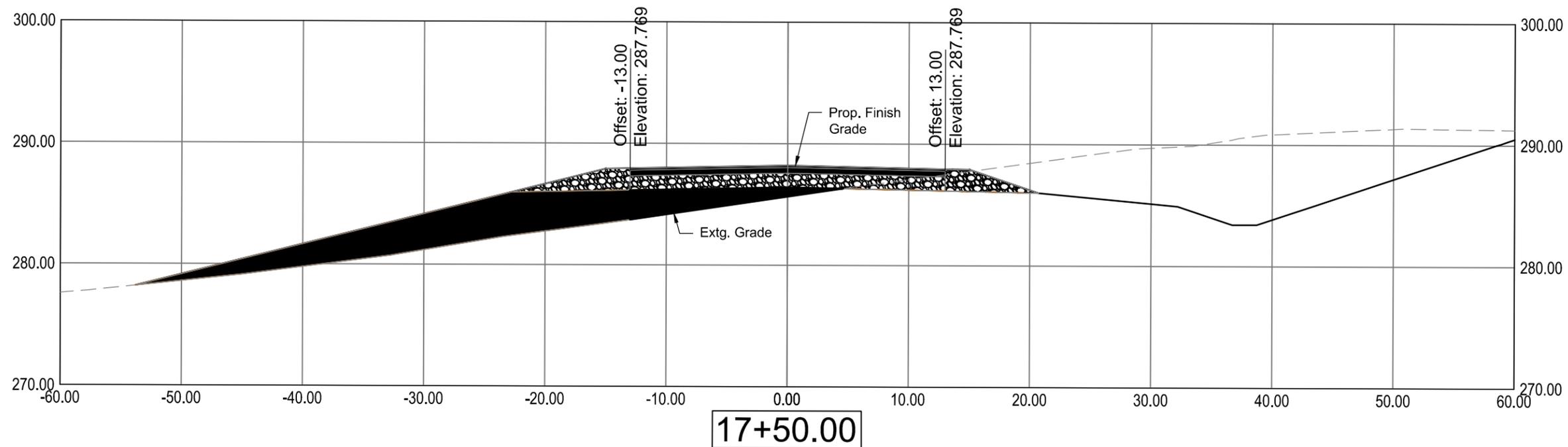


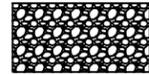
CONSTRUCTION DETAILS
S CENTRAL POINT RD AND S NEW ERA RD
INTERSECTION REALIGNMENT
DATE: FEBRUARY 2021 PROJECT NO.: CI-22254

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045
DAN JOHNSON DIRECTOR

DESIGNED BY: JH
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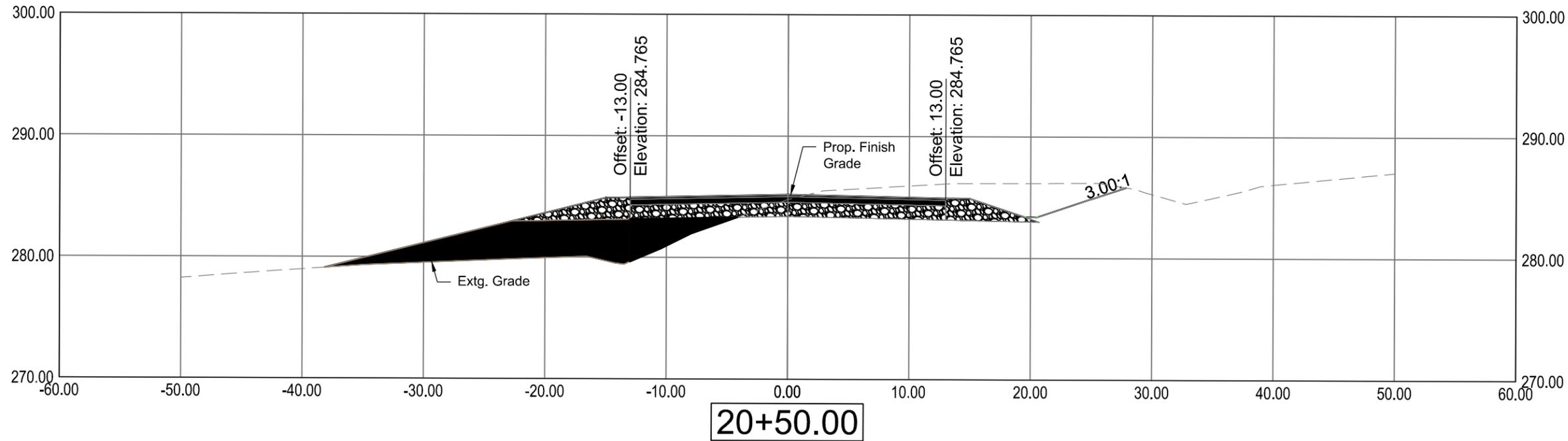
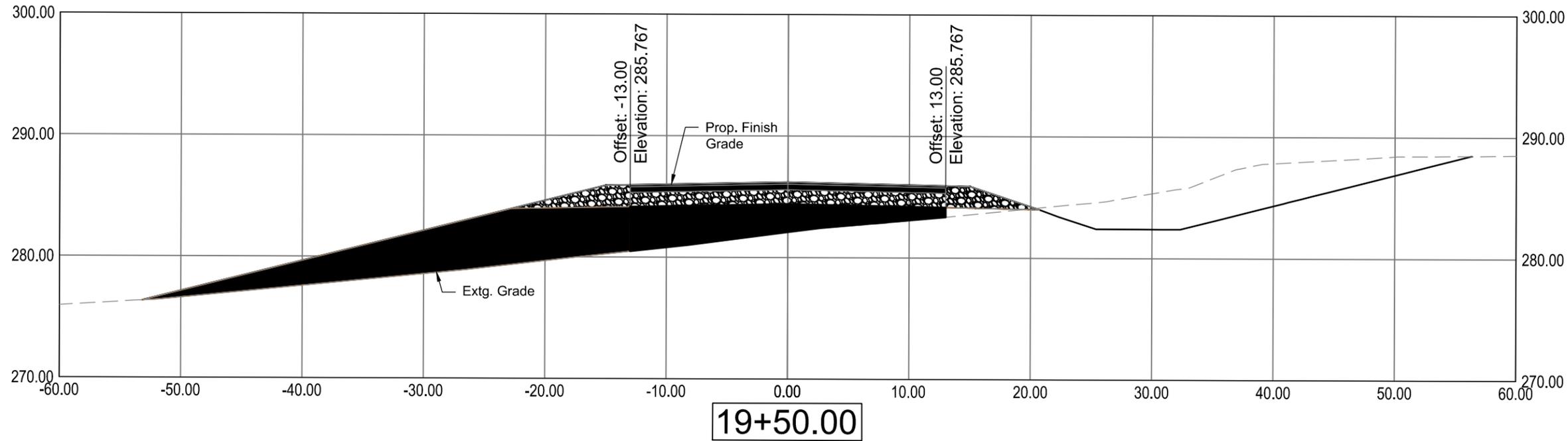


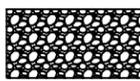
-  A.C. Pavement
-  Aggregate Base
-  Stone Embankment
Per ODOT DET2101

S Central Point Rd
 Horiz: 1" = 10'
 Vert: 1" = 10'



ROADWAY SECTIONS S CENTRAL POINT RD AND S NEW ERA RD INTERSECTION REALIGNMENT	CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	PROJECT NO.: CI-22254 DATE: FEBRUARY 2021 DIRECTOR DAN JOHNSON
DESIGNED BY: JH DRAFTED BY: JH CHECKED BY: DTD		
REVISIONS		
Sheet No. 2C-2		

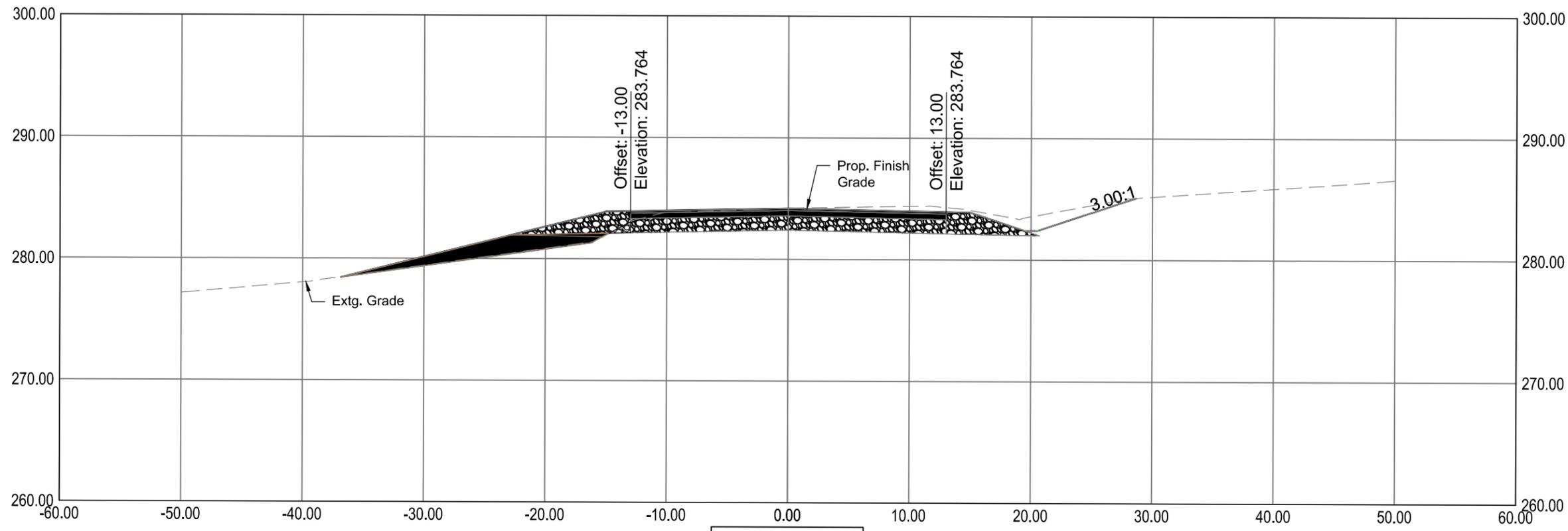


-  A.C. Pavement
-  Aggregate Base
-  Stone Embankment
Per ODOT DET2101

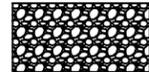
S Central Point Rd
 Horiz: 1" = 10'
 Vert: 1" = 10'



ROADWAY SECTIONS S CENTRAL POINT RD AND S NEW ERA RD INTERSECTION REALIGNMENT	DATE: FEBRUARY 2021 PROJECT NO.: CI-22254
CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	DIRECTOR DAN JOHNSON
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Sheet No. 2C-3	



21+50.00

-  A.C. Pavement
-  Aggregate Base
-  Stone Embankment
Per ODOT DET2101

S Central Point Rd
 Horiz: 1" = 10'
 Vert: 1" = 10'



REVISIONS

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CLACKAMAS COUNTY
 DEPT. OF TRANSPORTATION
 AND DEVELOPMENT
 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045

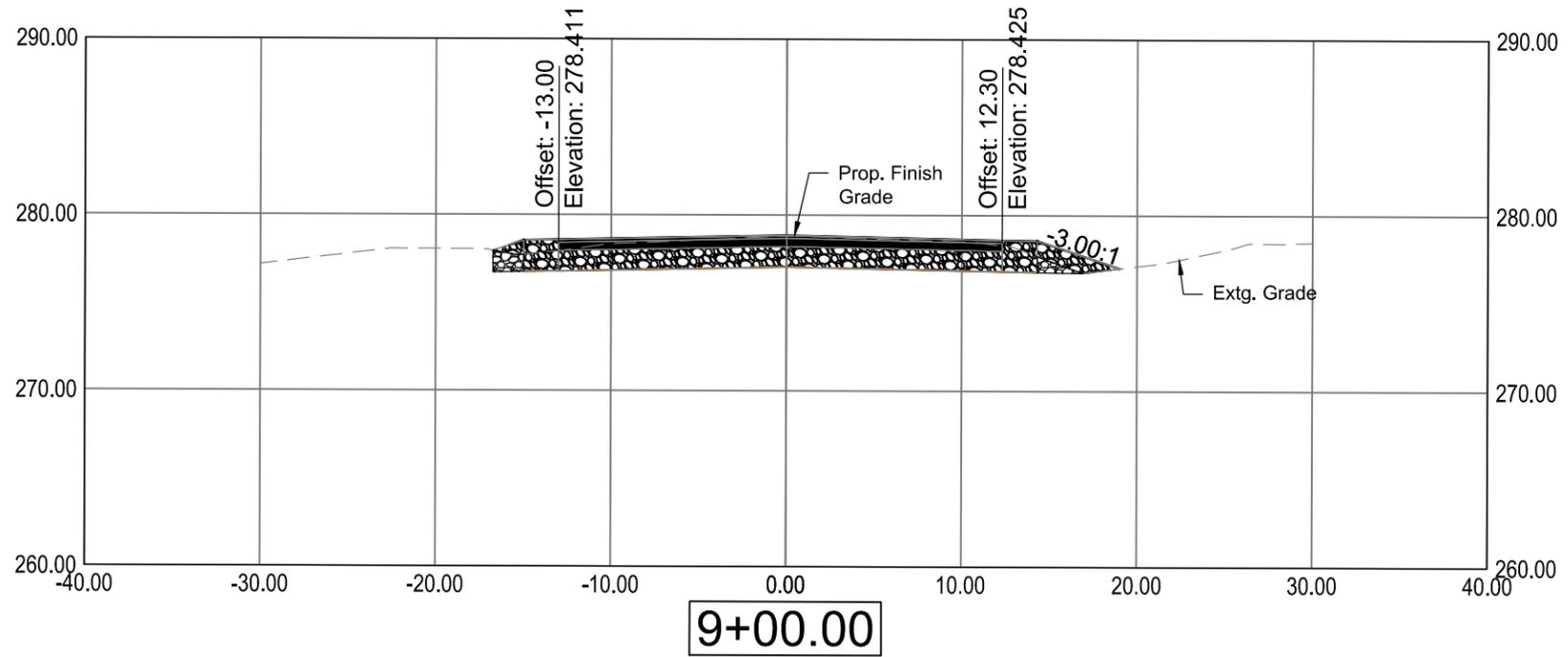
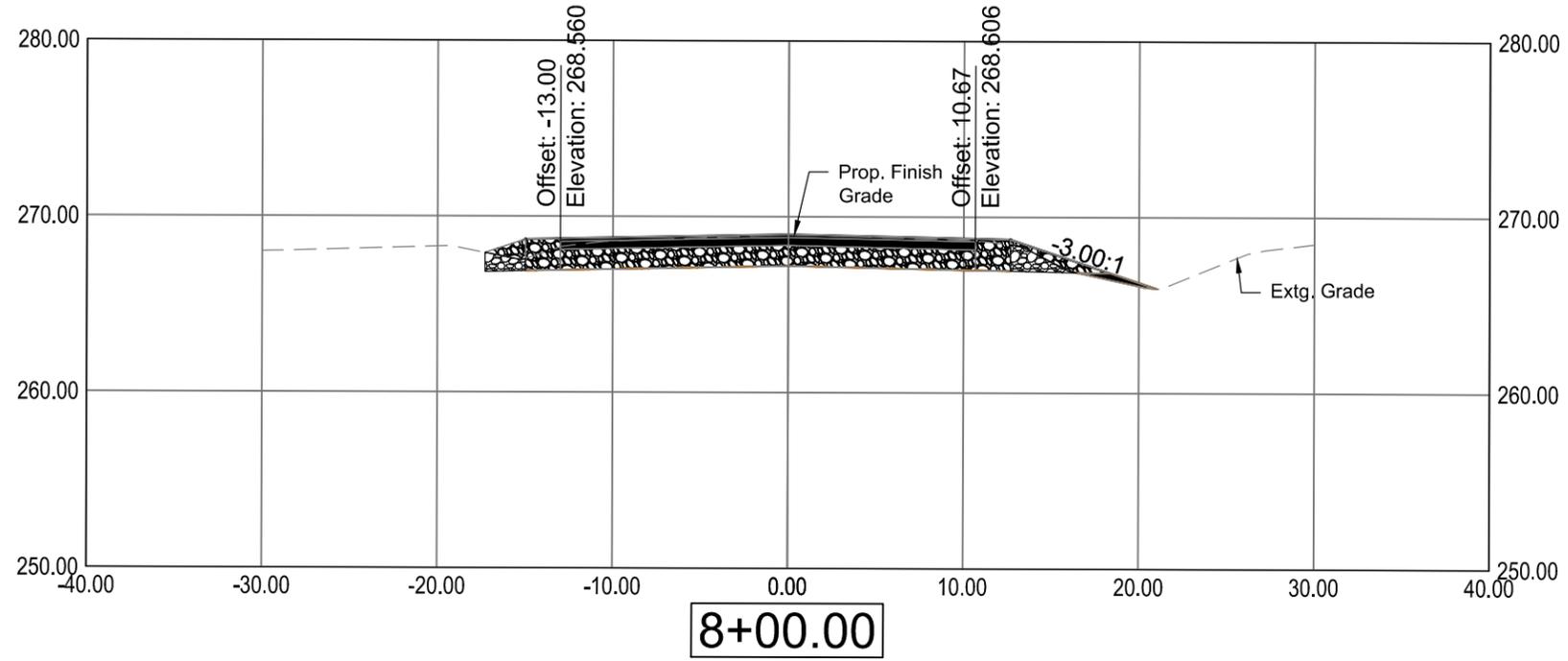
DAN JOHNSON
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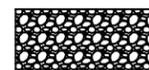
CLACKAMAS COUNTY
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 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045

DIRECTOR

ROADWAY SECTIONS
 S CENTRAL POINT RD AND S NEW ERA RD
 INTERSECTION REALIGNMENT

DATE: FEBRUARY 2021 PROJECT NO.: CI-22254



-  A.C. Pavement
-  Aggregate Base
-  Stone Embankment
Per ODOT DET2101

S New Era Rd
 Horiz: 1" = 10'
 Vert: 1" = 10'



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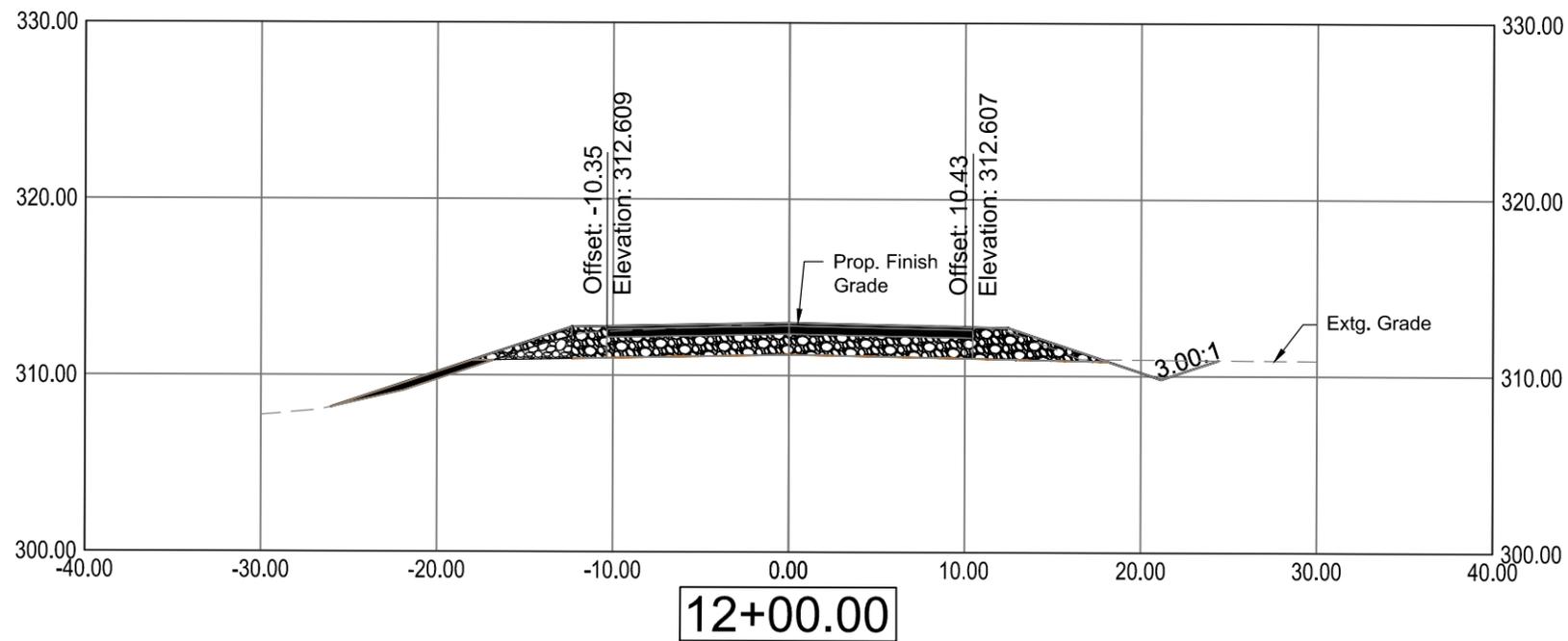
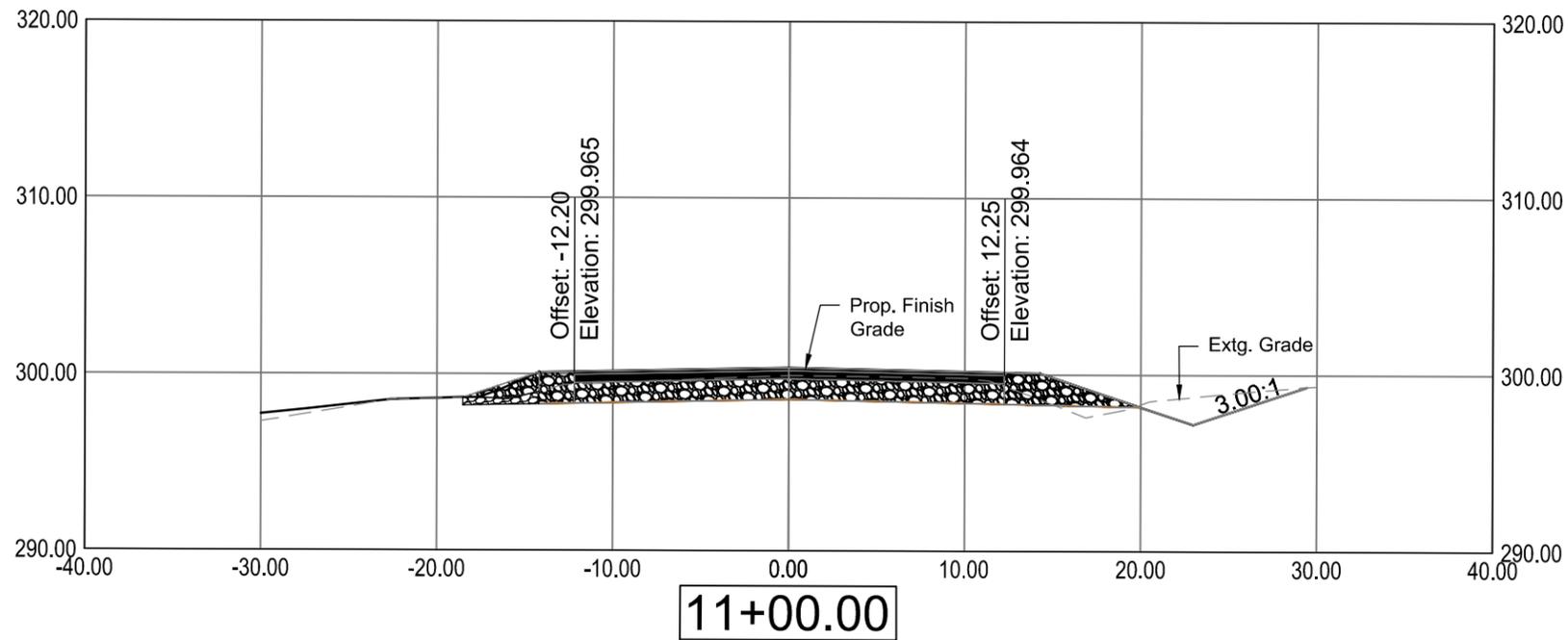
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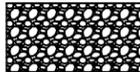
CLACKAMAS COUNTY
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 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045

DAN JOHNSON
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ROADWAY SECTIONS
 S CENTRAL POINT RD AND S NEW ERA RD
 INTERSECTION REALIGNMENT

DATE: FEBRUARY 2021 PROJECT NO.: CI-22254

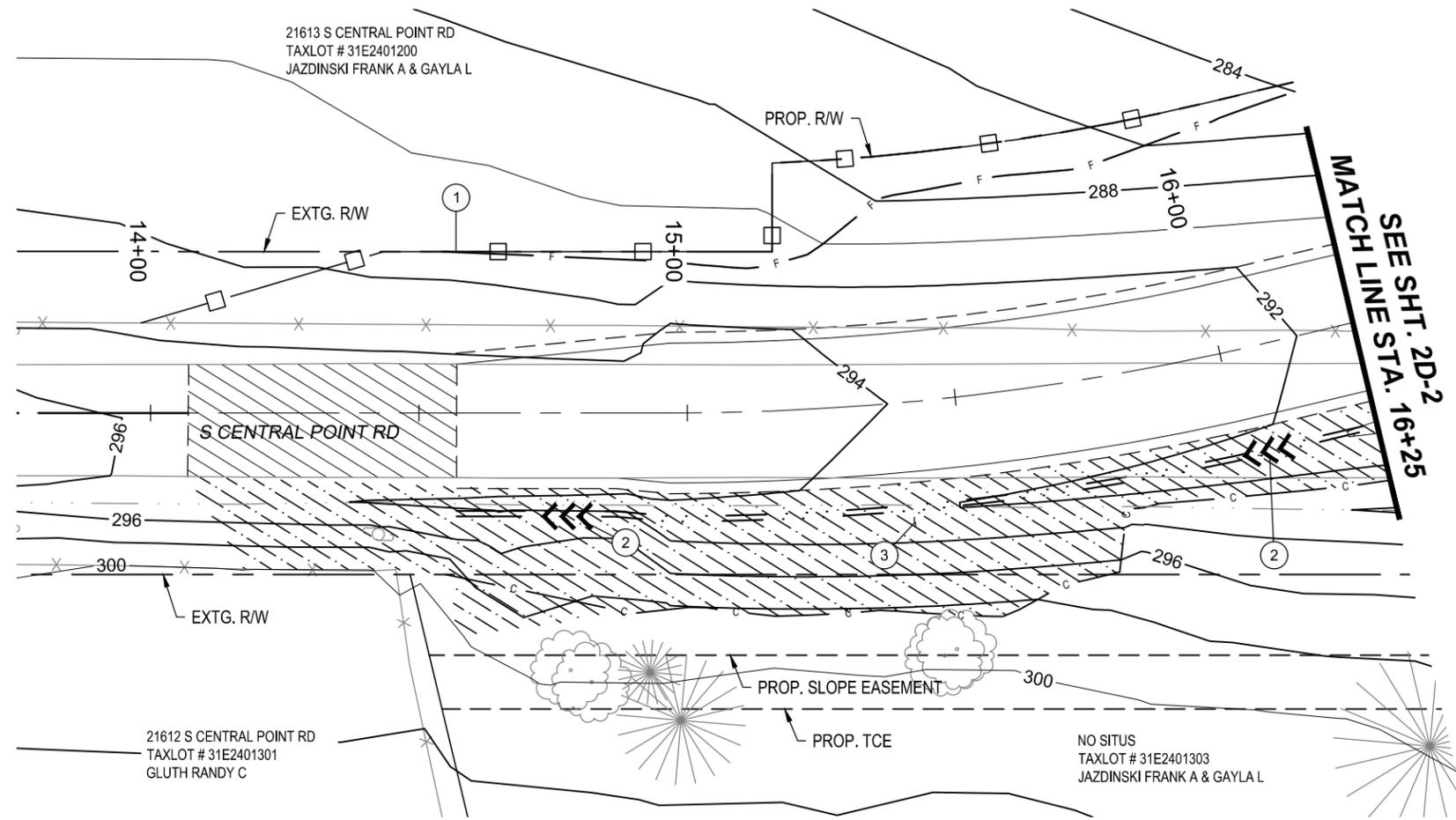


-  A.C. Pavement
-  Aggregate Base
-  Stone Embankment
Per ODOT DET2101

S New Era Rd
 Horiz: 1" = 10'
 Vert: 1" = 10'



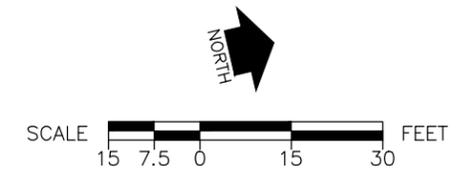
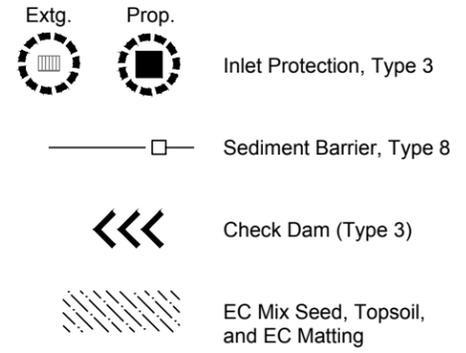
ROADWAY SECTIONS S CENTRAL POINT RD AND S NEW ERA RD INTERSECTION REALIGNMENT	CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	DATE: FEBRUARY 2021 PROJECT NO.: CI-22254 DIRECTOR DAN JOHNSON
DESIGNED BY: JH DRAFTED BY: JH CHECKED BY: DTD		
REVISIONS		
SHEET NO. 2C-6		



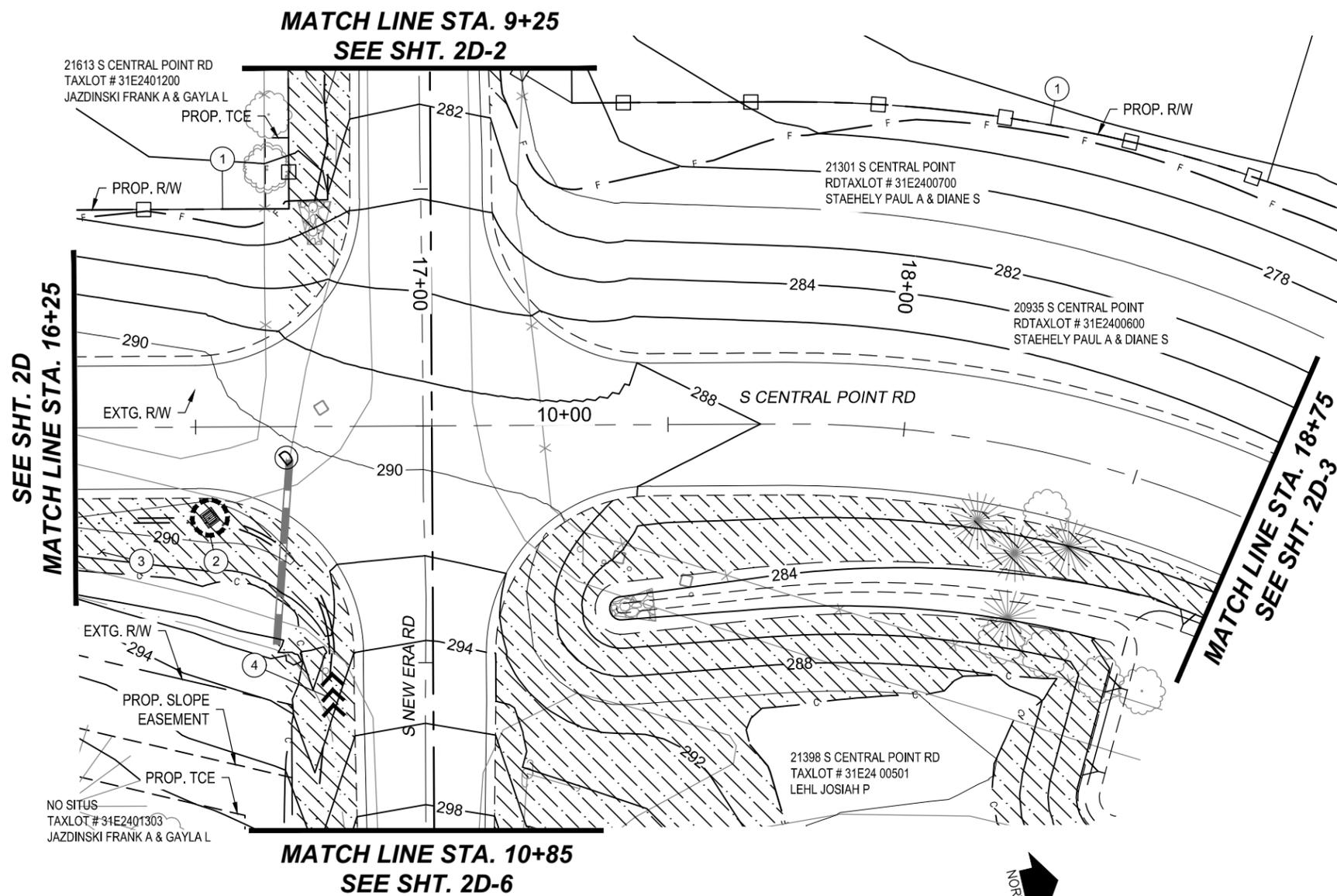
EROSION CONTROL NOTES

- ① Install Sediment Barrier, Type 8 - 240 L.F.
For Details, See ODOT RD1032
- ② Install Check Dam, Type 3 - 4 Ea.
Width = 8', H = 12"
For Details, See ODOT RD1005
- ③ Install EC Mix Seeding,
6" Min. Depth Topsoil, and
Erosion Control Matting, Type E
As Directed by County

EROSION CONTROL LEGEND



<p>EROSION CONTROL PLANS</p> <p>S CENTRAL POINT RD AND S NEW ERA RD INTERSECTION REALIGNMENT</p>	<p>DATE: FEBRUARY 2021 PROJECT NO.: CI-22254</p>
<p>CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045</p>	<p>DAN JOHNSON DIRECTOR</p>
<p>DESIGNED BY: JH DRAFTED BY: JH CHECKED BY: DTD</p>	<p>REVISIONS</p>
<p>Sheet No. 2D</p>	



EROSION CONTROL NOTES

- ① Install Sediment Barrier, Type 8 - 50 L.F.
For Details, See ODOT RD1032
- ② Install Inlet Protection, Type 3 - 1 Ea.
For Details, See ODOT RD1010
- ③ Install EC Mix Seeding,
6" Min. Depth Topsoil, and
Erosion Control Matting, Type E
As Directed by County
- ④ Install Check Dam, Type 3 - 6 Ea.
Width = 8', H = 18"
For Details, See ODOT RD1005

EROSION CONTROL LEGEND

- | | | |
|-------|-------|---|
| Extg. | Prop. | |
| | | Inlet Protection, Type 3 |
| | | Sediment Barrier, Type 8 |
| | | Check Dam (Type 3) |
| | | EC Mix Seed, Topsoil,
and EC Matting |



REVISIONS



Sheet No. **2D-2**

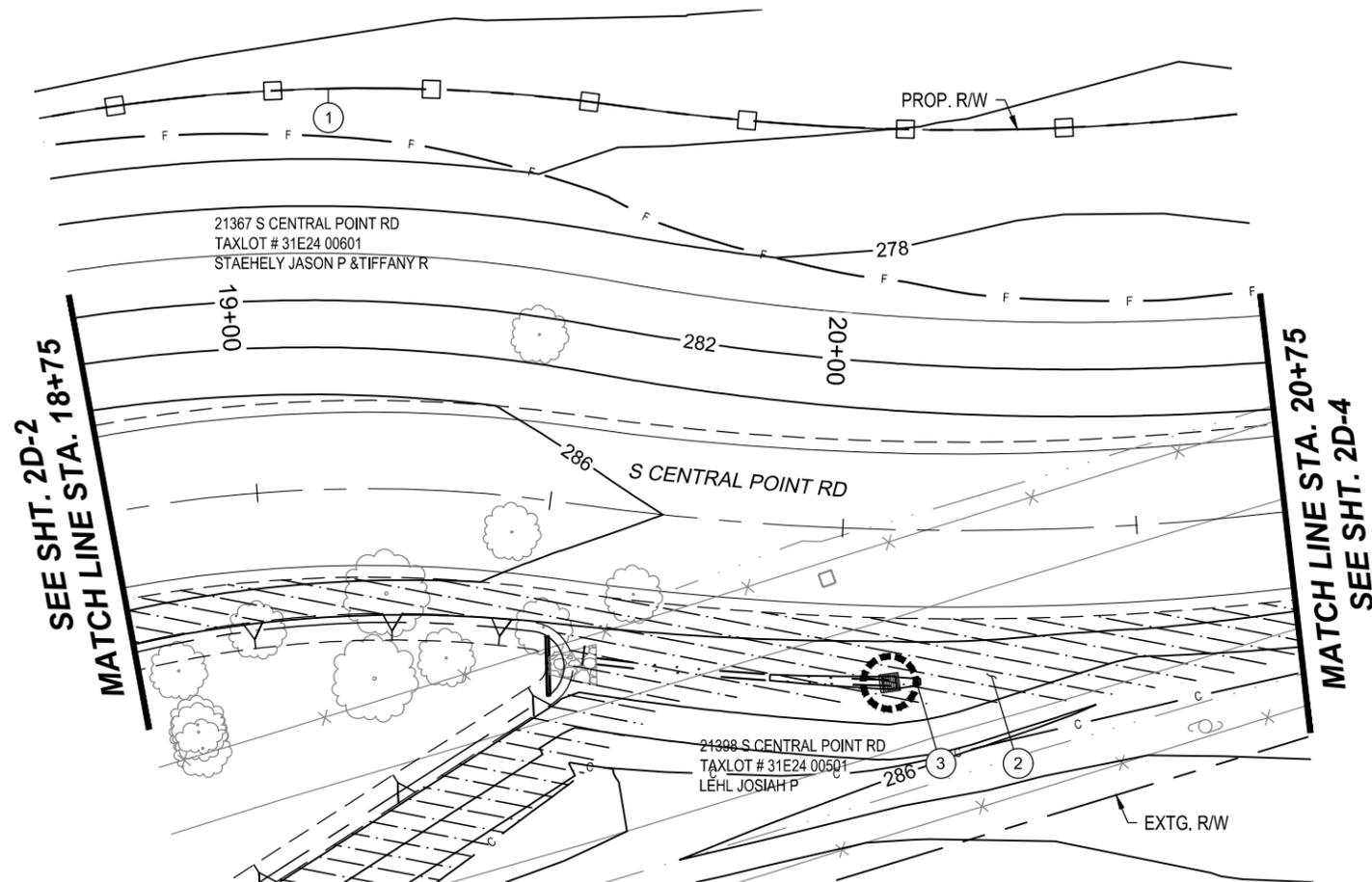
EROSION CONTROL PLANS
S CENTRAL POINT RD AND S NEW ERA RD
INTERSECTION REALIGNMENT

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

DAN JOHNSON
DIRECTOR

DESIGNED BY: JH
DRAFTED BY: JH
CHECKED BY: DTD

DATE: FEBRUARY 2021 PROJECT NO.: CI-22254

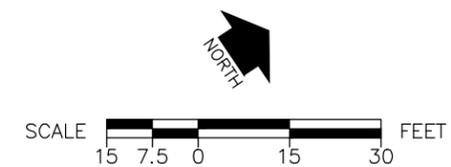


EROSION CONTROL NOTES

- ① Install Sediment Barrier, Type 8 - 215 L.F.
For Details, See ODOT RD1032
- ② Install EC Mix Seeding,
6" Min. Depth Topsoil, and
Erosion Control Matting, Type E
As Directed by County
- ③ Install Inlet Protection, Type 3 - 1 Ea.
For Details, See ODOT RD1010

EROSION CONTROL LEGEND

- | | | |
|-------|-------|---|
| Extg. | Prop. | |
| | | Inlet Protection, Type 3 |
| | | Sediment Barrier, Type 8 |
| | | Check Dam (Type 3) |
| | | EC Mix Seed, Topsoil,
and EC Matting |



REVISIONS

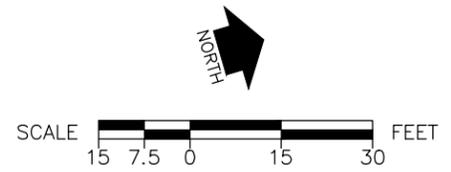
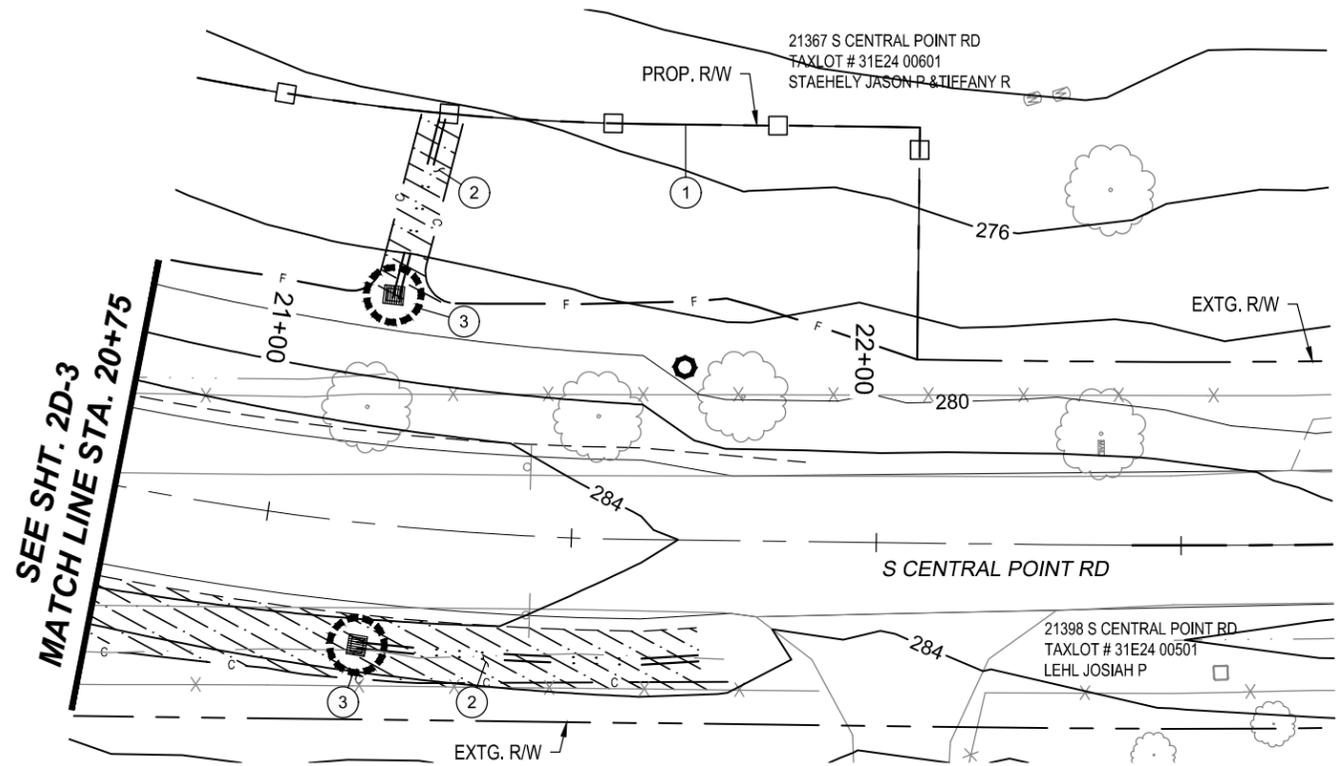
DESIGNED BY: JH
DRAFTED BY: JH
CHECKED BY: DTD

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

DAN JOHNSON
DIRECTOR

EROSION CONTROL PLANS
S CENTRAL POINT RD AND S NEW ERA RD
INTERSECTION REALIGNMENT

DATE: FEBRUARY 2021 PROJECT NO.: CI-22254



SEE SHT. 2D-3
MATCH LINE STA. 20+75

EROSION CONTROL NOTES

- 1 Install Sediment Barrier, Type 8 - 220 L.F.
For Details, See ODOT RD1032
- 2 Install EC Mix Seeding,
6" Min. Depth Topsoil, and
Erosion Control Matting, Type E
As Directed by County
- 3 Install Inlet Protection, Type 3 - 2 Ea.
For Details, See ODOT RD1010

EROSION CONTROL LEGEND

- | | | |
|-------|-------|---|
| Extg. | Prop. | |
| | | Inlet Protection, Type 3 |
| | | Sediment Barrier, Type 8 |
| | | Check Dam (Type 3) |
| | | EC Mix Seed, Topsoil,
and EC Matting |



REVISIONS

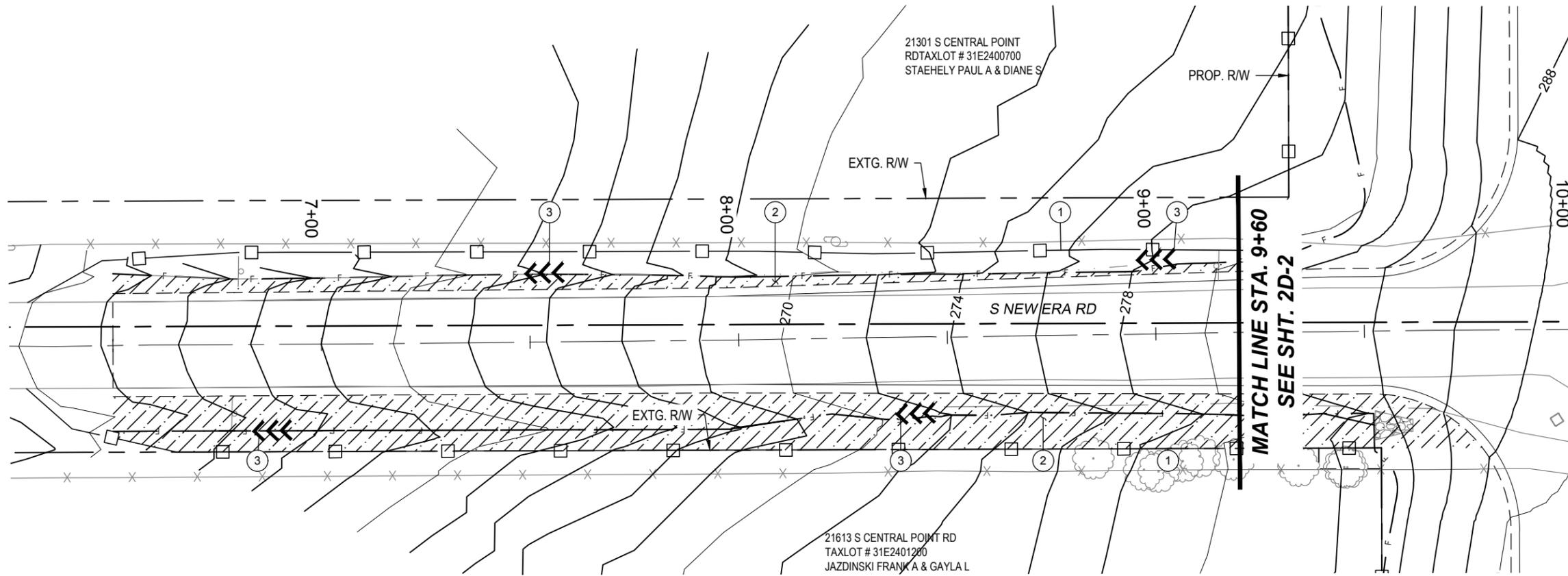
DESIGNED BY: JH
DRAFTED BY: JH
CHECKED BY: DTD

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

DAN JOHNSON
DIRECTOR

CLACKAMAS COUNTY
EROSION CONTROL PLANS
S CENTRAL POINT RD AND S NEW ERA RD
INTERSECTION REALIGNMENT

DATE: FEBRUARY 2021 PROJECT NO.: CI-22254

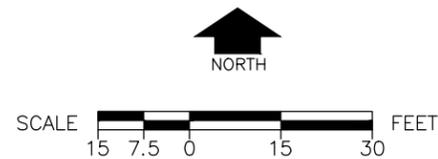


EROSION CONTROL NOTES

- ① Install Sediment Barrier, Type 8 - 700 L.F.
For Details, See ODOT RD1032
- ② Install EC Mix Seeding,
6" Min. Depth Topsoil, and
Erosion Control Matting, Type E
As Directed by County
- ③ Install Check Dam, Type 3 - 40 Ea.
Width = 8', H = 18"
For Details, See ODOT RD1005

EROSION CONTROL LEGEND

- | | | |
|-------|-------|---|
| Extg. | Prop. | |
| | | Inlet Protection, Type 3 |
| | | Sediment Barrier, Type 8 |
| | | Check Dam (Type 3) |
| | | EC Mix Seed, Topsoil,
and EC Matting |



REVISIONS

DESIGNED BY: JH
DRAFTED BY: JH
CHECKED BY: DTD

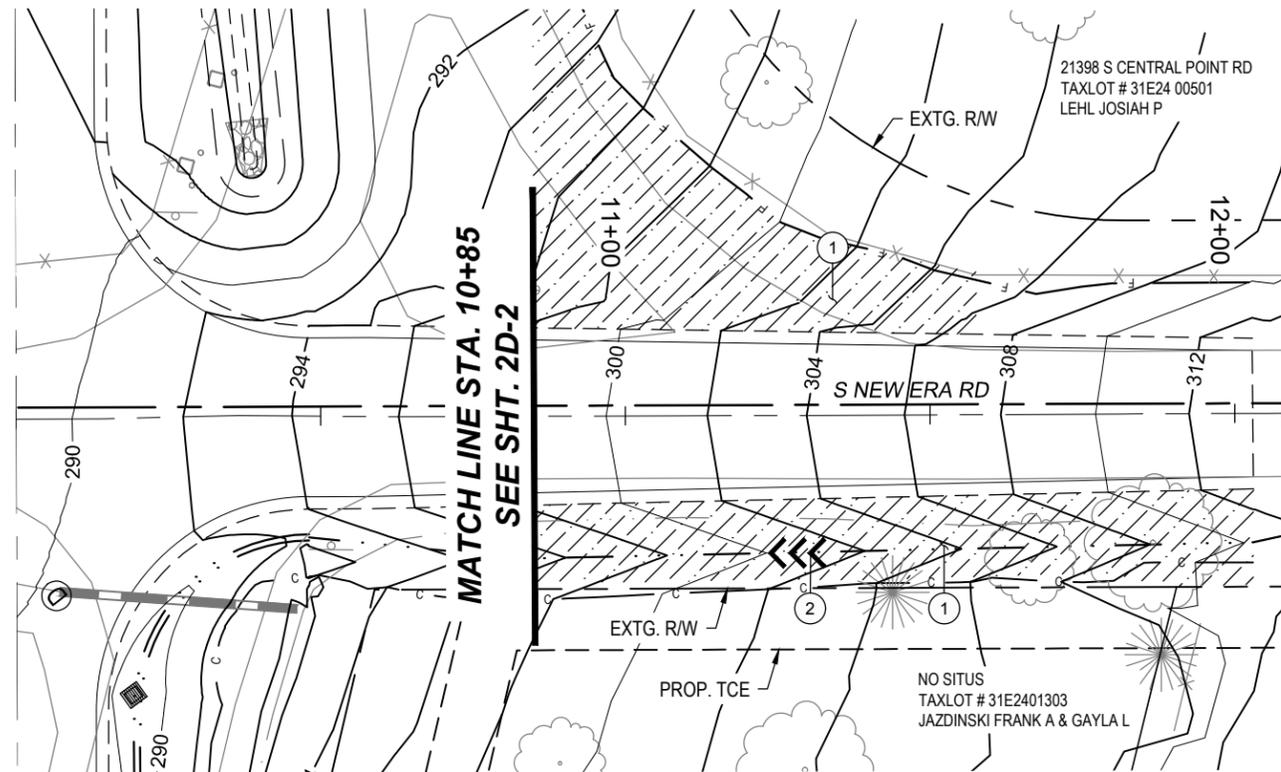
CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

DAN JOHNSON
DIRECTOR

CLACKAMAS COUNTY
EROSION CONTROL PLANS
S CENTRAL POINT RD AND S NEW ERA RD
INTERSECTION REALIGNMENT

DATE: FEBRUARY 2021 PROJECT NO.: CI-22254

Sheet No. **2D-5**

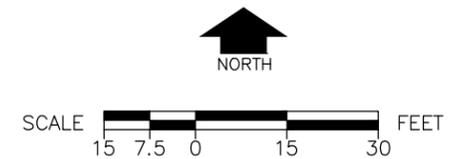


EROSION CONTROL NOTES

- ① Install EC Mix Seeding, 6" Min. Depth Topsoil, and Erosion Control Matting, Type E As Directed by County
- ② Install Check Dam, Type 3 - 8 Ea. Width = 8', H = 12" For Details, See ODOT RD1005

EROSION CONTROL LEGEND

- Extg. Prop.
- Inlet Protection, Type 3
- Inlet Protection, Type 3
- Sediment Barrier, Type 8
- Check Dam (Type 3)
- EC Mix Seed, Topsoil, and EC Matting



REVISIONS

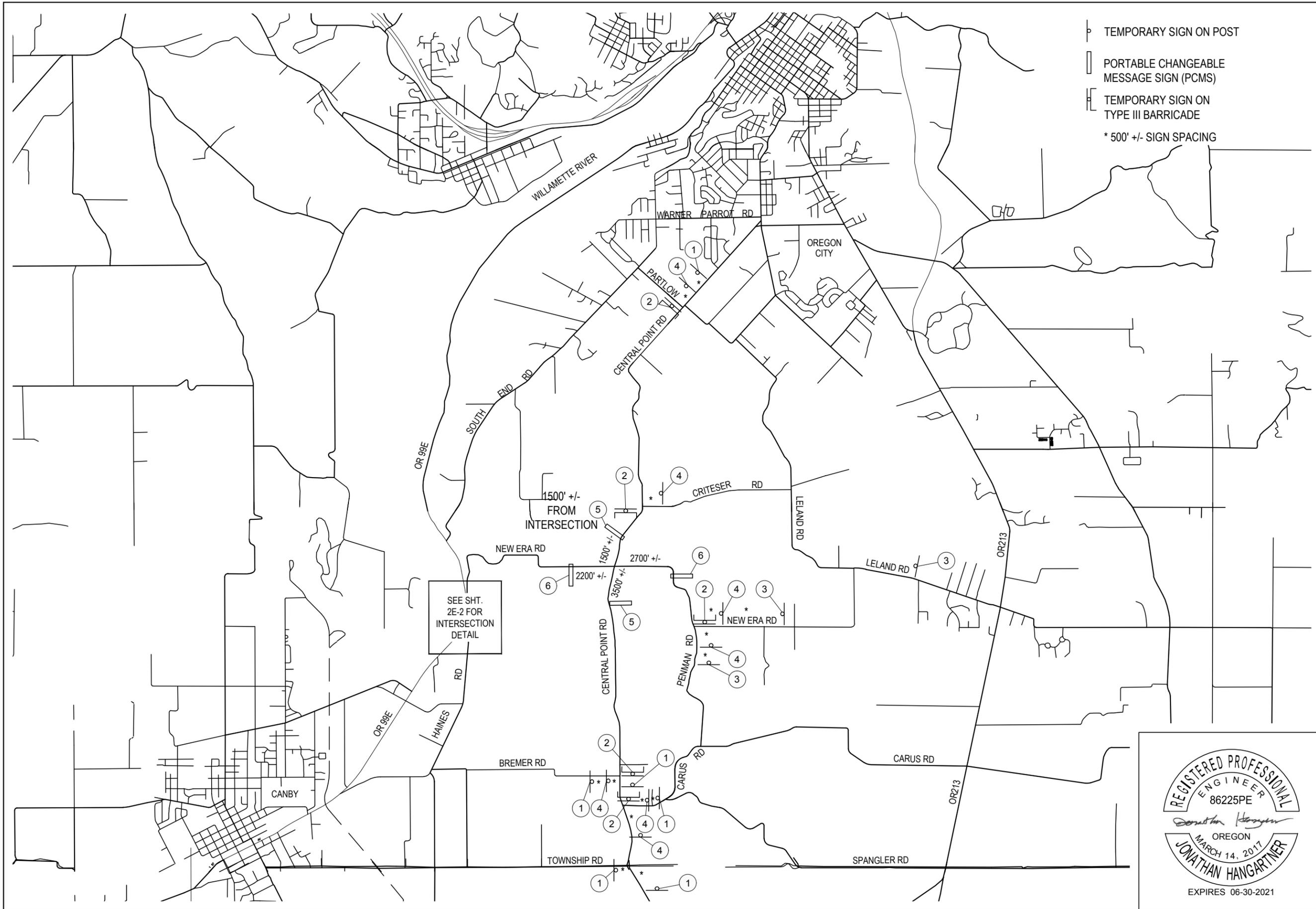
DESIGNED BY: JH
 DRAFTED BY: JH
 CHECKED BY: DTD

CLACKAMAS COUNTY
 DEPT. OF TRANSPORTATION AND DEVELOPMENT
 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045

DAN JOHNSON
 DIRECTOR

EROSION CONTROL PLANS
 S CENTRAL POINT RD AND S NEW ERA RD
 INTERSECTION REALIGNMENT

DATE: FEBRUARY 2021 PROJECT NO.: CI-22254



- TEMPORARY SIGN ON POST
- PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)
- TEMPORARY SIGN ON TYPE III BARRICADE
- * 500' +/- SIGN SPACING

SEE SHT. 2E-2 FOR INTERSECTION DETAIL



DETOUR PLANS
 S CENTRAL POINT RD AND S NEW ERA RD
 INTERSECTION REALIGNMENT

CLACKAMAS COUNTY
 DEPT. OF TRANSPORTATION
 AND DEVELOPMENT
 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045

DAN JOHNSON DIRECTOR

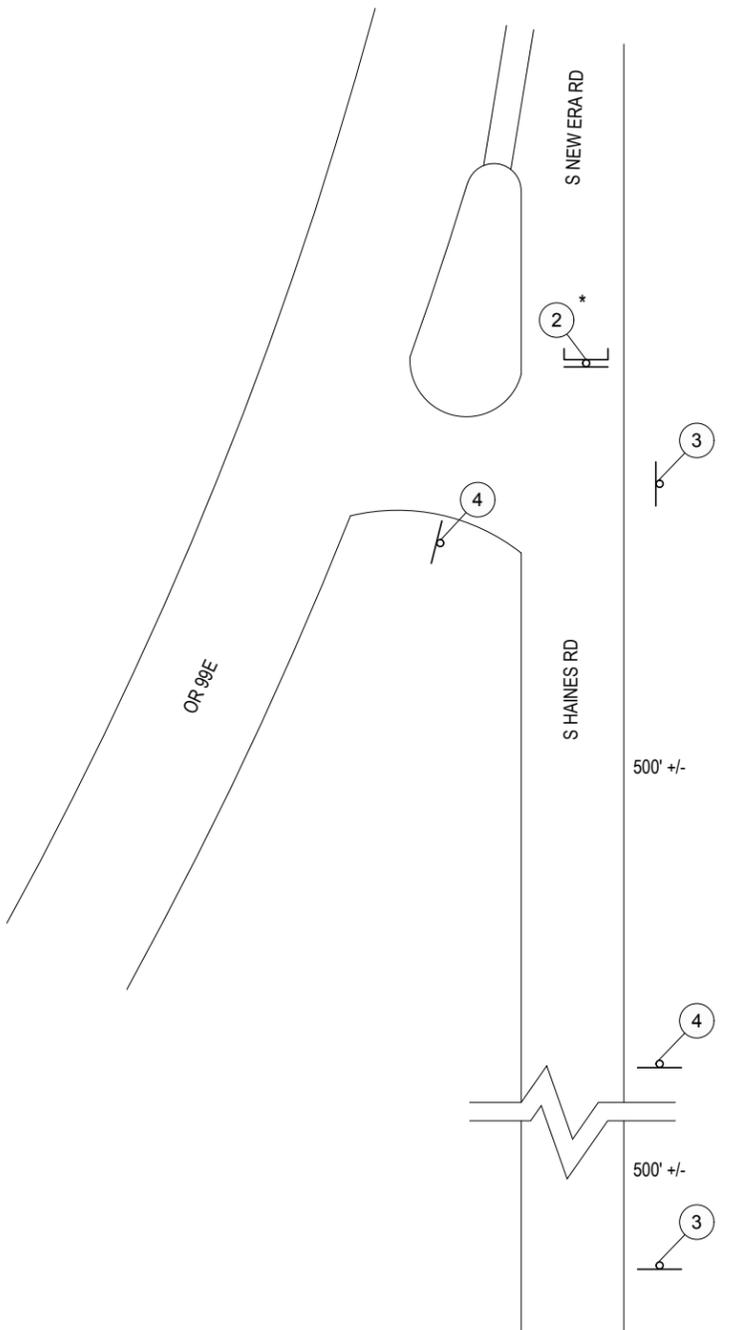
DESIGNED BY: JH
 DRAFTED BY: JH
 CHECKED BY: DTD

REVISIONS

Sheet No. **2E**

DATE: FEBRUARY 2021 PROJECT NO.: CI-22254

OR 99E @
S. NEW ERA RD. / S. HAINES RD
INTERSECTION DETAIL



- * POINT OF CLOSURE
(LOCAL TRAFFIC ONLY)
- ⊥ TEMPORARY SIGN ON POST
- ⊥ TEMPORARY SIGN ON
TYPE III BARRICADE



REVISIONS

DESIGNED BY: JH
DRAFTED BY: JH
CHECKED BY: DTD

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

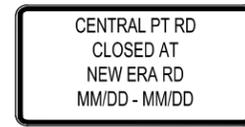
DAN JOHNSON
DIRECTOR

DETOUR PLANS

S CENTRAL POINT RD AND S NEW ERA RD
INTERSECTION REALIGNMENT

DATE: FEBRUARY 2021 PROJECT NO.: CI-22254

DETOUR
S. CENTRAL POINT RD.
S. NEW ERA RD.
(56-Day Maximum)



60x30

①

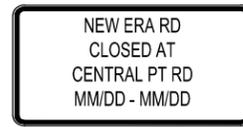
1 Week Prior To Closure



60x30
R11-4

②

Mount on
Type III Barricade



60x30

③

1 Week Prior To Closure



48x48
W20-3

④

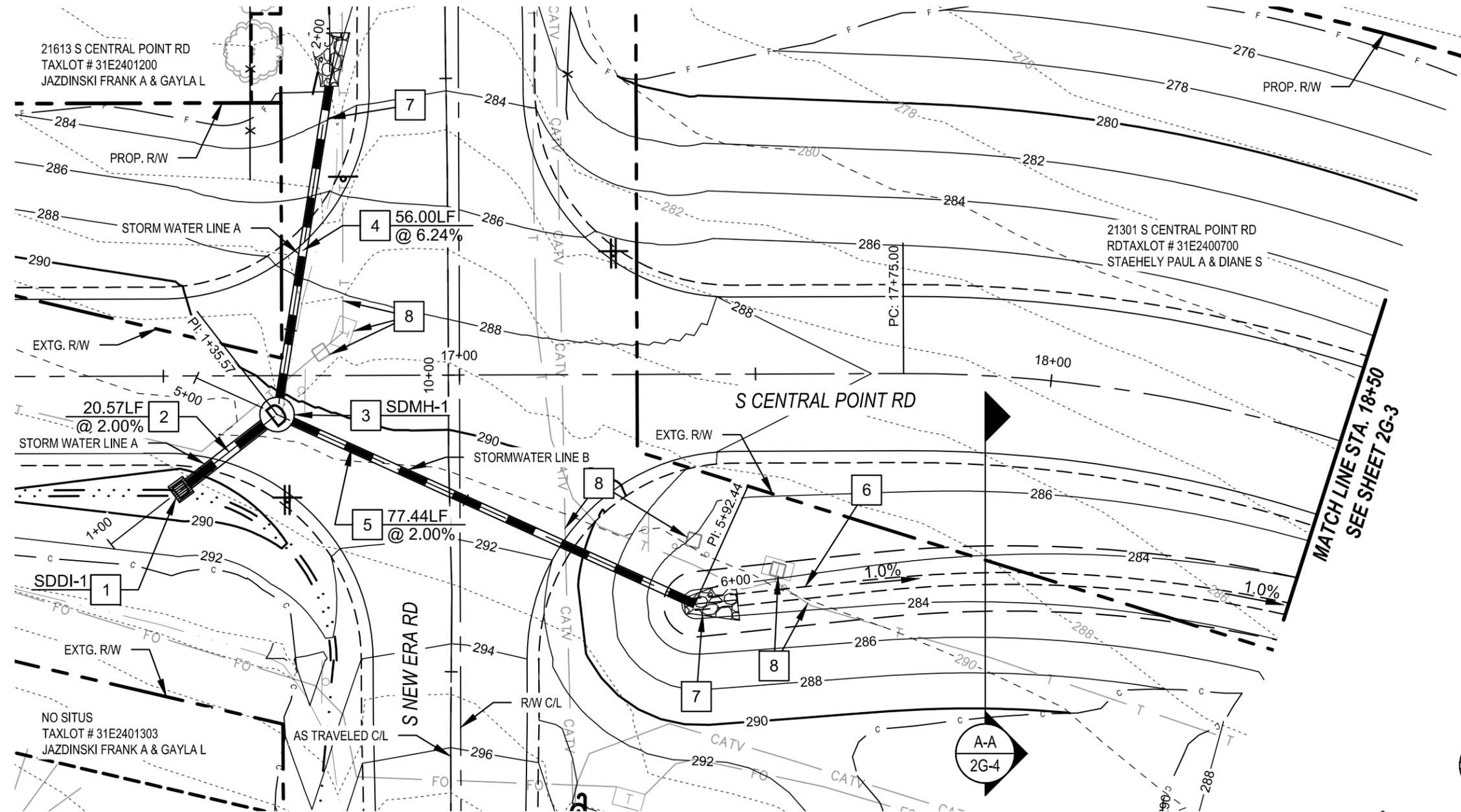
Note:
Signs 1 And 3 Shall Be Orange, Type 1 Sheeting
With Black Lettering (Former Spec. 2910 Type "O").

<p>1 Week Prior To Closure</p> <table border="1"> <tr> <td>CENTRAL POINT RD CLOSED</td> <td>MMM DD TO MMM DD</td> </tr> </table> <p>PORTABLE CHANGEABLE MESSAGE SIGN (Suggested Message) (Locate As Directed)</p> <p>2 Reqd.</p> <p>⑤</p>	CENTRAL POINT RD CLOSED	MMM DD TO MMM DD	<p>1 Week Prior To Closure</p> <table border="1"> <tr> <td>NEW ERA RD CLOSED</td> <td>MMM DD TO MMM DD</td> </tr> </table> <p>PORTABLE CHANGEABLE MESSAGE SIGN (Suggested Message) (Locate As Directed)</p> <p>2 Reqd.</p> <p>⑥</p>	NEW ERA RD CLOSED	MMM DD TO MMM DD
CENTRAL POINT RD CLOSED	MMM DD TO MMM DD				
NEW ERA RD CLOSED	MMM DD TO MMM DD				
<p>During Closure</p> <table border="1"> <tr> <td>ROAD CLOSED X MILE</td> <td>USE ALT ROUTE</td> </tr> </table> <p>PORTABLE CHANGEABLE MESSAGE SIGN (Suggested Message) (Locate As Directed)</p> <p>⑤</p>	ROAD CLOSED X MILE	USE ALT ROUTE	<p>During Closure</p> <table border="1"> <tr> <td>ROAD CLOSED X MILE</td> <td>USE ALT ROUTE</td> </tr> </table> <p>PORTABLE CHANGEABLE MESSAGE SIGN (Suggested Message) (Locate As Directed)</p> <p>⑥</p>	ROAD CLOSED X MILE	USE ALT ROUTE
ROAD CLOSED X MILE	USE ALT ROUTE				
ROAD CLOSED X MILE	USE ALT ROUTE				



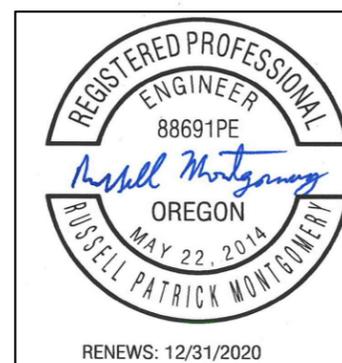
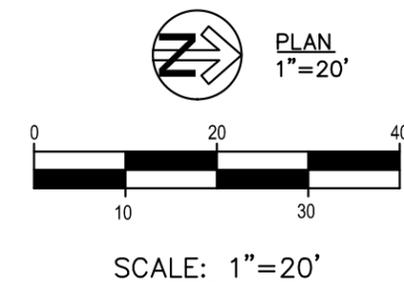
DETOUR PLANS	
S CENTRAL POINT RD AND S NEW ERA RD INTERSECTION REALIGNMENT	
DATE: FEBRUARY 2021 PROJECT NO.: CI-22254	
CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	
DAN JOHNSON DIRECTOR	
DESIGNED BY: JH	DRAFTED BY: JH
CHECKED BY: DTD	
NO. DATE:	REVISIONS
1 4/16/2020	ADDENDUM #3
Sheet No.	2E-3

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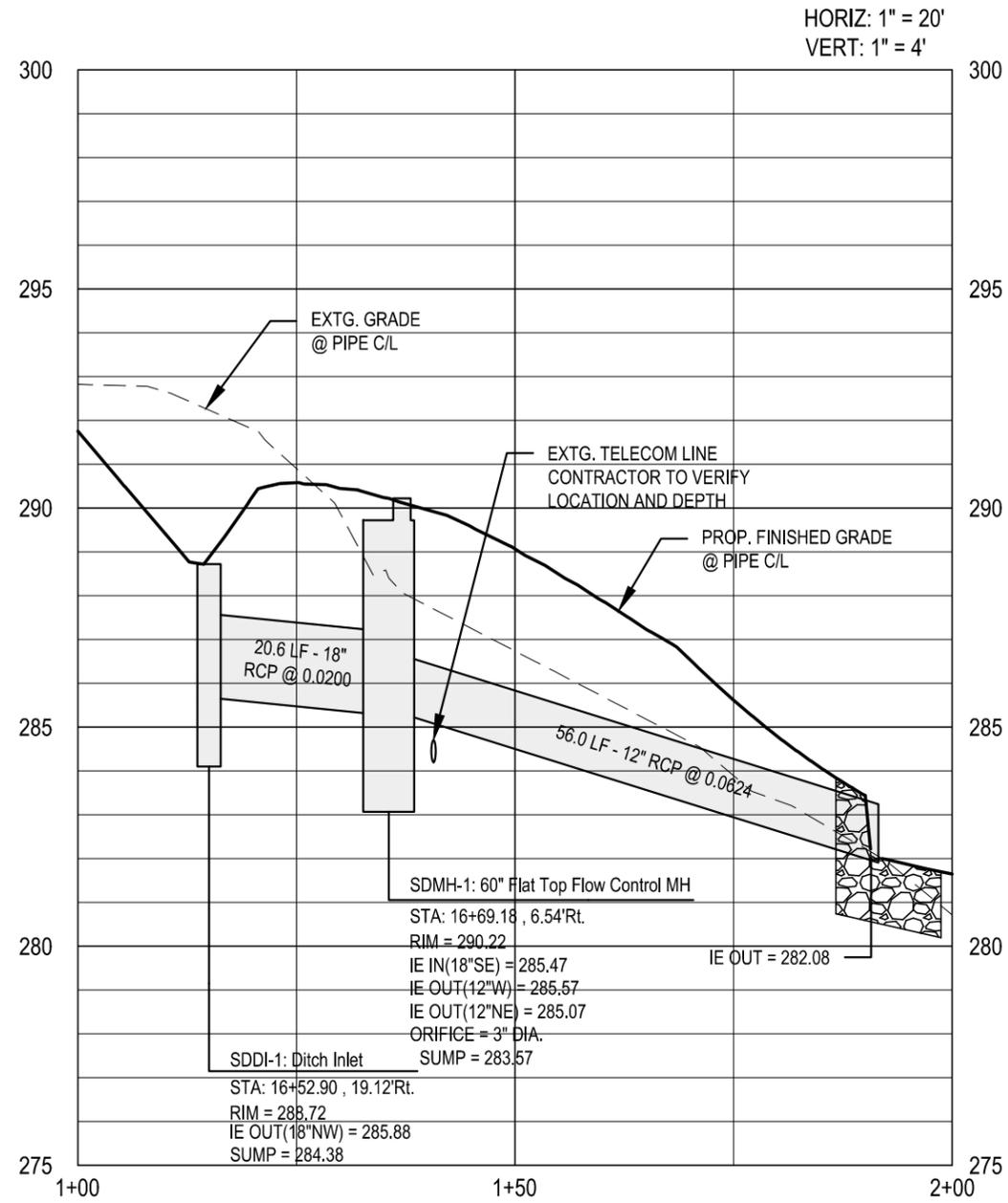
STORMWATER CONSTRUCTION NOTES

- | | | |
|--|---|--|
| <p>1 CENTRAL POINT RD = STA. 16+52.90', 19.12' RT. CONSTRUCT DITCH INLET, TYPE D. SEE ODOT STD. DWG. RD370. SEE PROFILE, PAGE 2G-2.</p> <p>2 INSTALL 18" DIAM. RCP STORM PIPE. I.E. IN = 285.88' I.E. OUT = 285.47' SEE PROFILE, PAGE 2G-2</p> <p>3 CENTRAL POINT RD = STA. 16+69.18', 6.54' RT. CONSTRUCT 60" DIAMETER SHALLOW FLOW CONTROL MANHOLE. SEE ODOT STD. DETAIL DET1308. SEE ODOT STD. DWG. RD342. SEE PROFILE, PAGE 2G-2.</p> | <p>4 INSTALL 12" DIAM. RCP STORM PIPE. I.E. IN = 285.57' I.E. OUT = 282.08' SEE PROFILE, PAGE 2G-2</p> <p>5 INSTALL 12" DIAM. RCP STORM PIPE. I.E. IN = 285.07' I.E. OUT = 283.52' SEE PROFILE. PAGE 2G-2</p> <p>6 CENTRAL POINT RD = STA. 17+39.61' TO 18+63.17' RT. CONSTRUCT WATER QUALITY SWALE. 1.0% LONGITUDINAL SLOPE. INSTALL TYPE B MATTING. FOR DETAILS, SEE SHEET 2G-4.</p> | <p>7 CONSTRUCT ODOT CLASS 50 RIPRAP OUTFALL PROTECTION, 1.5' THICK. FOR DETAIL, SEE SHEET 2G-4.</p> <p>8 RELOCATE EXTG. UTILITY. (BY OTHERS)</p> |
|--|---|--|

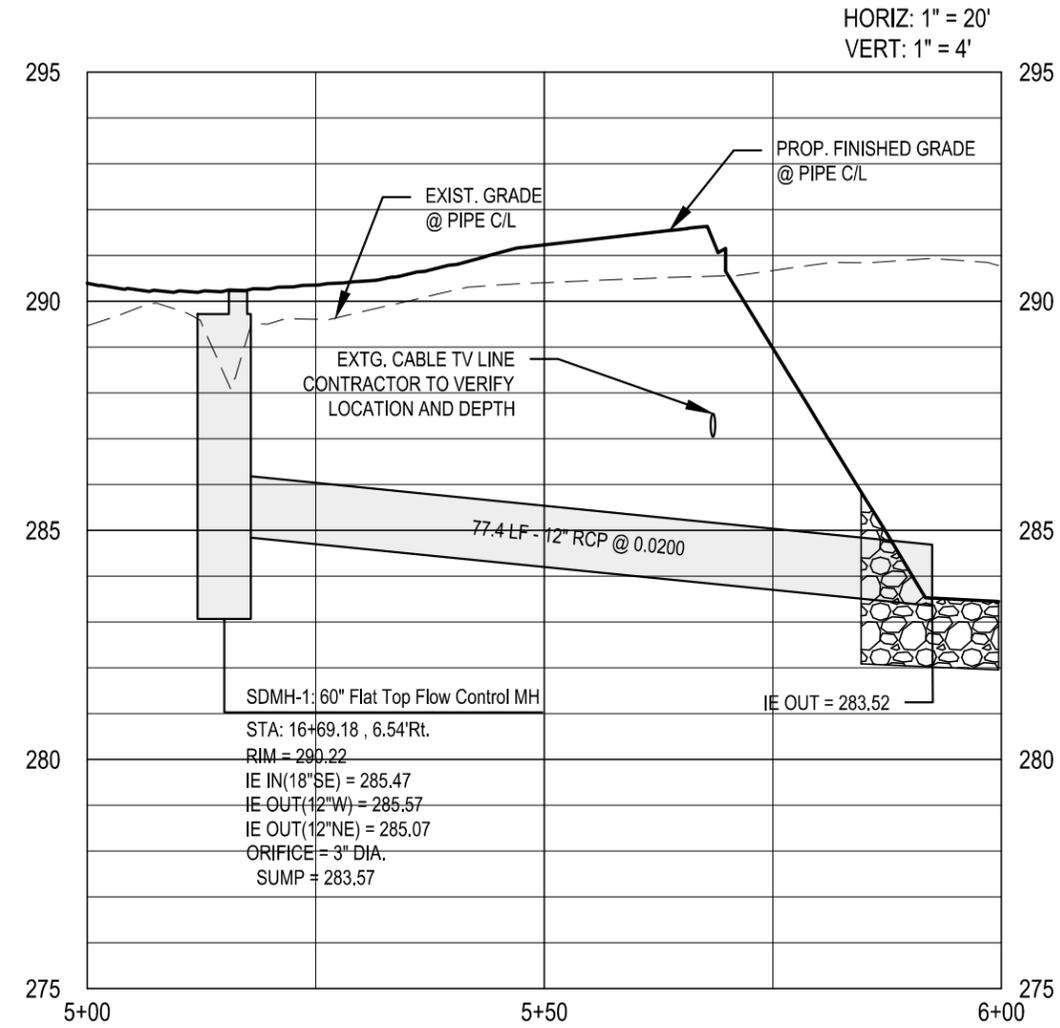


STORMWATER QUALITY PLAN	
S CENTRAL POINT RD AND S NEW ERA RD INTERSECTION REALIGNMENT	
 PORTLAND 6720 SW MACADAM AVE, STE 200, PORTLAND, OR 97219 TEL: (503) 419-2500 FAX: (503) 419-2600 www.cardno.com	DIRECTOR DAN JOHNSON
DESIGNED BY: RPM	PROJECT NO.: CI-22254
DRAFTED BY: MAW	DATE: FEBRUARY 2020
CHECKED BY: CJ	
NO DATE:	
Sheet No.	2G-1
RENEWS: 12/31/2020	

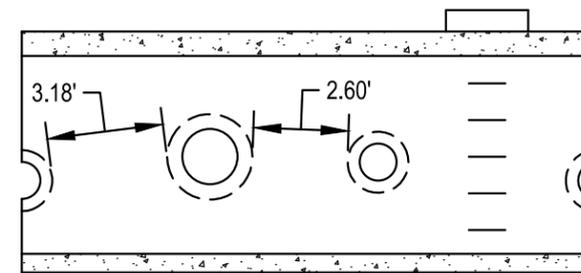
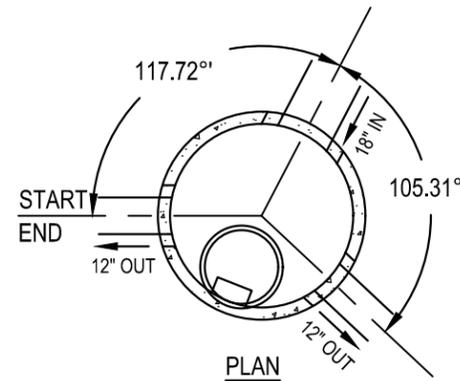
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STORMWATER LINE A PROFILE



STORMWATER LINE B PROFILE



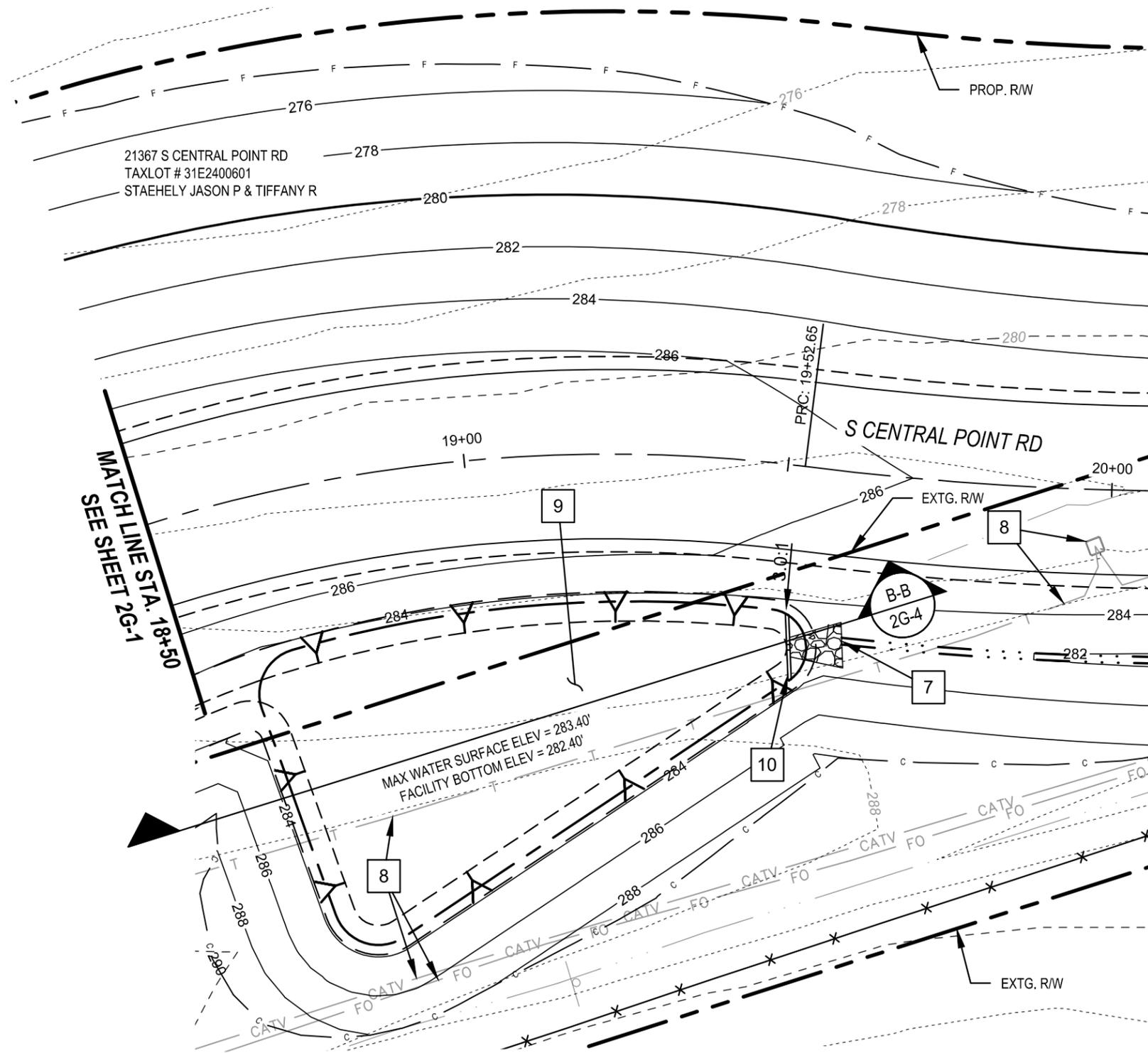
MANHOLE ROLL-OUT (SDMH-1) DETAIL
SCALE: 1" = 5'



RENEWS: 12/31/2020

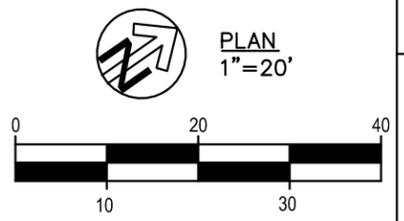
STORMWATER QUALITY PROFILE	
S CENTRAL POINT RD AND S NEW ERA RD INTERSECTION REALIGNMENT	
DATE: FEBRUARY 2020	PROJECT NO.: CI-22254
 PORTLAND 6720 SW MACADAM AVE, STE 200, PORTLAND, OR 97219 TEL: (503) 419-2500 FAX: (503) 419-2600 www.cardno.com	
DIRECTOR	
DAN JOHNSON	
DESIGNED BY: RPM	CJ
DRAFTED BY: MAW	
CHECKED BY:	
NO. DATE:	
Sheet No.	2G-2

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STORMWATER CONSTRUCTION NOTES

- 7 CONSTRUCT ODOT CLASS 50 RIPRAP
OUTFALL PROTECTION, 1.5' THICK.
FOR DETAIL, SEE SHEET 2G-4.
- 8 RELOCATE EXTG. UTILITY.
(BY OTHERS)
- 9 CENTRAL POINT RD = STA. 18+60.20' TO STA. 19+57.02' RT.
CONSTRUCT FLOW CONTROL BASIN.
BOTTOM ELEVATION = 282.40'
INSTALL TYPE A MATTING.
FOR DETAILS, SEE SHEET 2G-4.
- 10 CENTRAL POINT RD = STA. 19+52.99', 27.17' RT.
CONSTRUCT CONCRETE FLOW CONTROL STRUCTURE.
FOR DETAILS, SEE SHEET 2G-4.

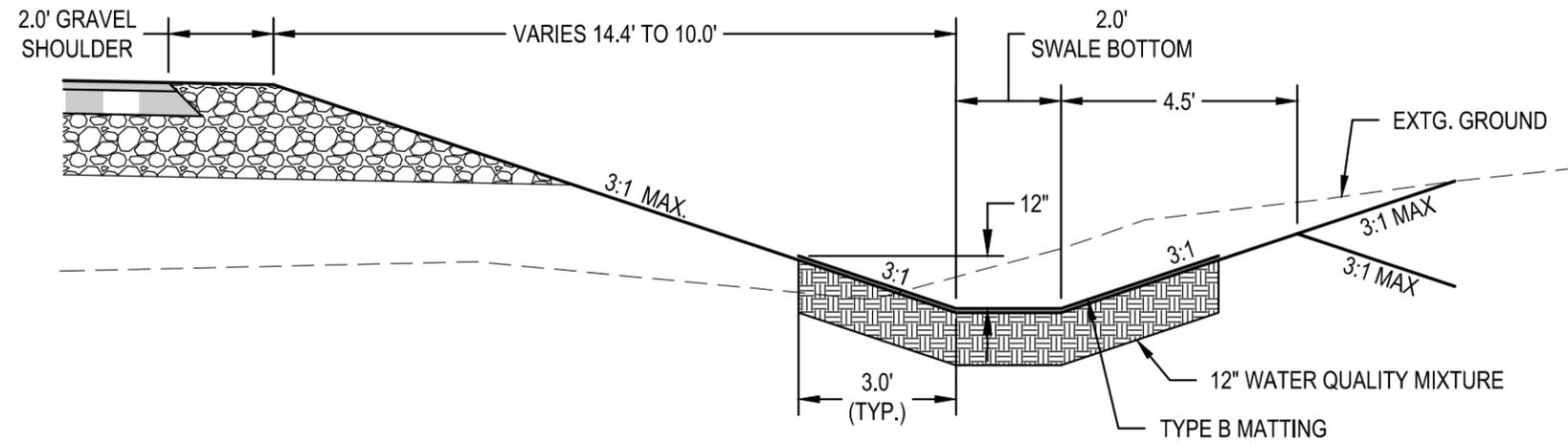


SCALE: 1"=20'

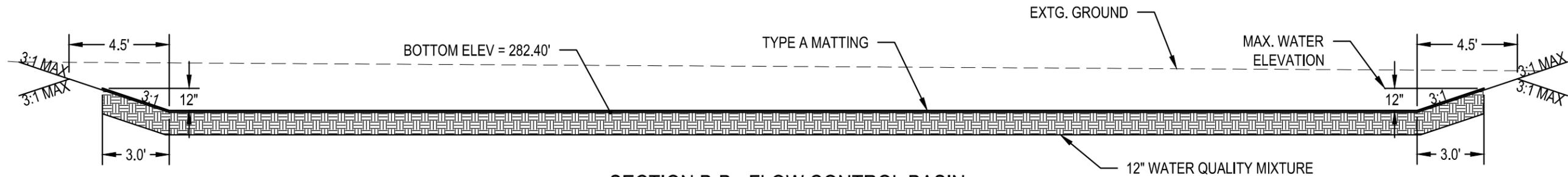
RENEWS: 12/31/2020

STORMWATER QUALITY PLAN		
S CENTRAL POINT RD AND S NEW ERA RD INTERSECTION REALIGNMENT		
 PORTLAND 6720 SW MACADAM AVE. STE 200, PORTLAND, OR 97219 TEL: (503) 419-2500 FAX: (503) 419-2600 www.cardno.com	DIRECTOR DAN JOHNSON	
DESIGNED BY: RPM	DRAFTED BY: MAW	CHECKED BY: CJ
REVISIONS NO. DATE:		
Sheet No. 2G-3		
DATE: FEBRUARY 2020 PROJECT NO.: CI-22254		

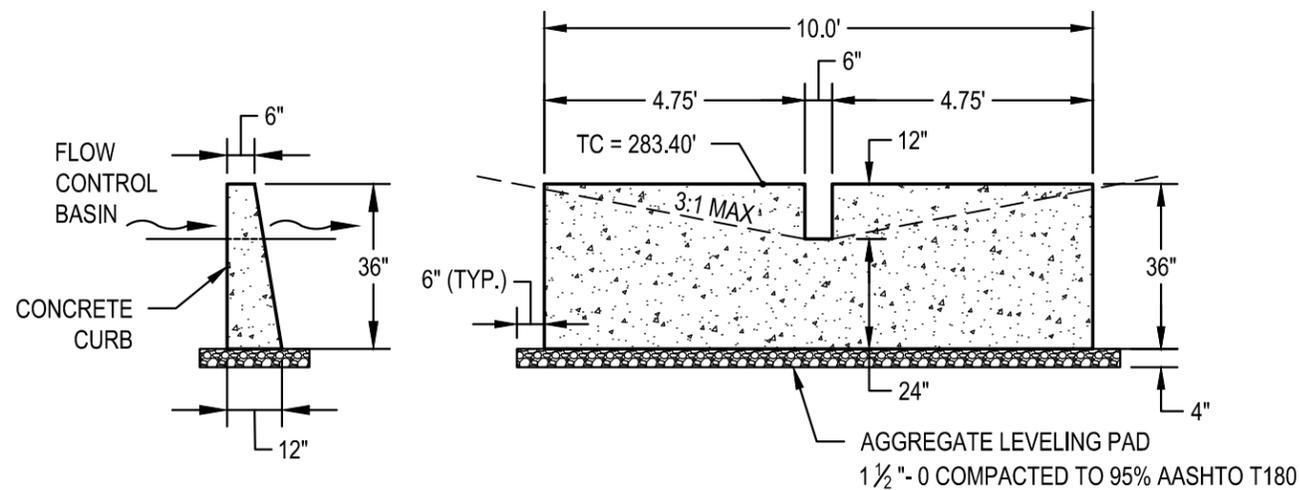
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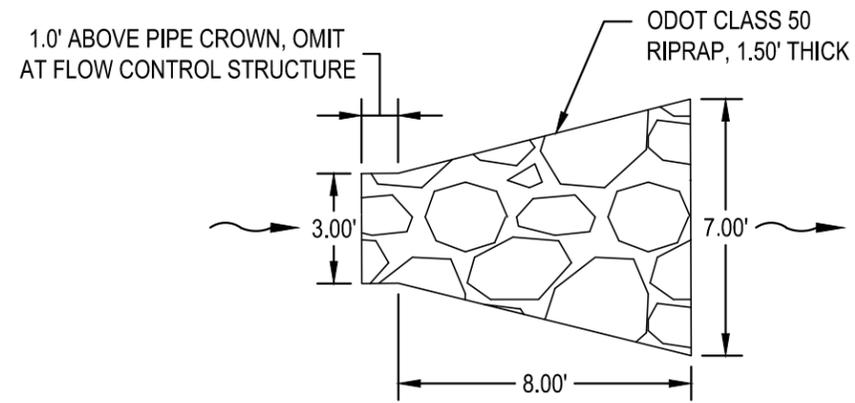
SECTION A-A - WATER QUALITY SWALE
SCALE: NTS



SECTION B-B - FLOW CONTROL BASIN
SCALE: NTS



1 CONCRETE FLOW CONTROL STRUCTURE
SCALE: NTS

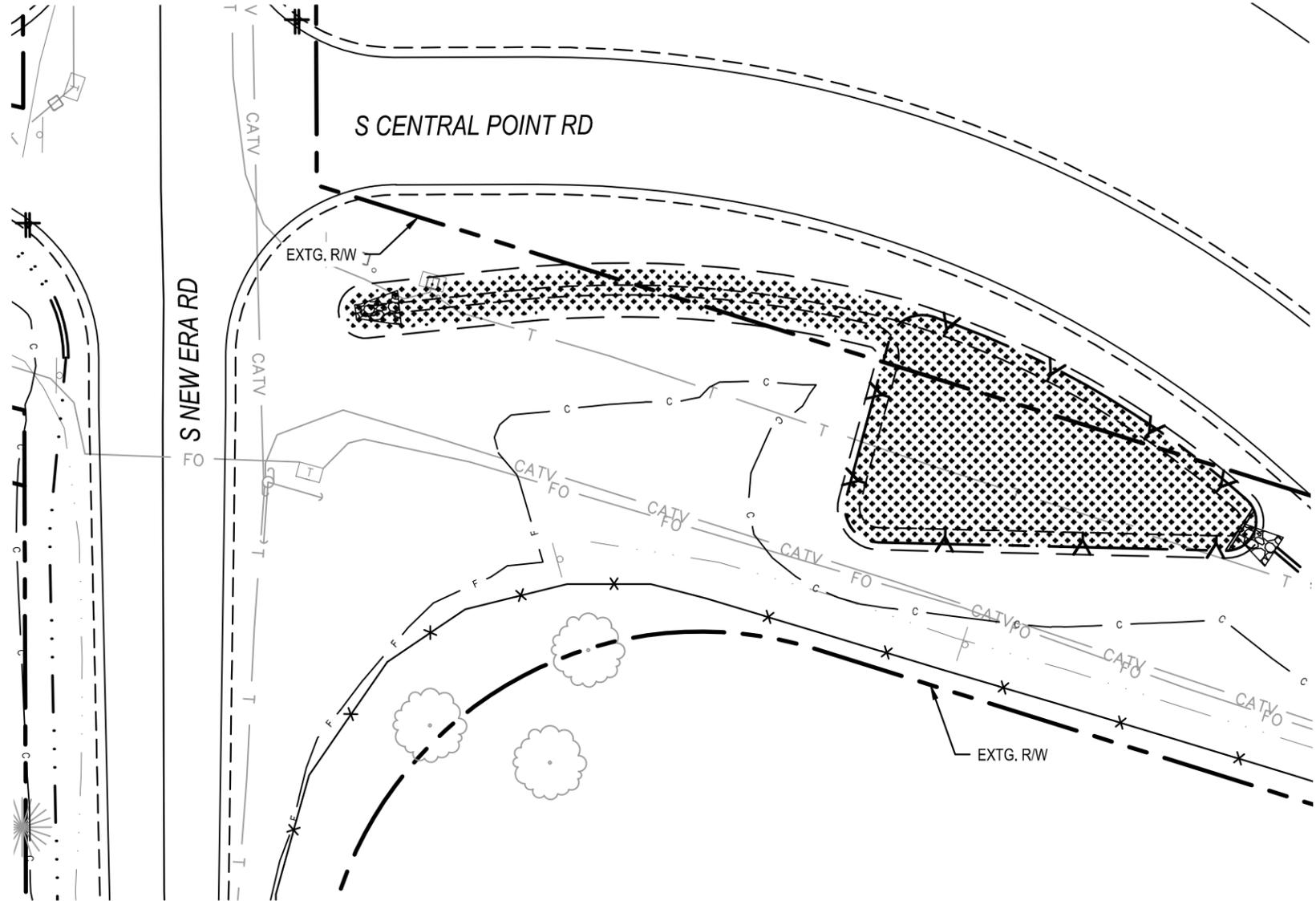


2 RIPRAP OUTFALL PROTECTION
SCALE: NTS



RENEWS: 12/31/2020

STORMWATER QUALITY DETAILS	
S CENTRAL POINT RD AND S NEW ERA RD INTERSECTION REALIGNMENT	
DATE: FEBRUARY 2020	PROJECT NO.: CI-22254
 PORTLAND 6720 SW MACADAM AVE, STE 200, PORTLAND, OR 97219 TEL: (503) 419-2500 FAX: (503) 419-2600 www.cardno.com	
 CLACKAMAS COUNTY	
DIRECTOR	DAN JOHNSON
DESIGNED BY: RPM	CJ
DRAFTED BY: MAW	
CHECKED BY:	
NO. DATE:	
Sheet No.	2G-4



LANDSCAPE PLANT MATERIAL SCHEDULE

STORMWATER FACILITY GRASS MIXES

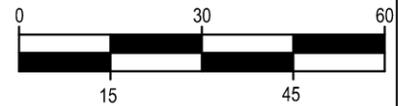


LOW GROW SEED MIX

ITEM	SIZE	QTY.	COMMENTS
	SEED	3,550 SF	DWARF TALL FESCUE 40%
	120 LBS. / ACRE	12 LBS.	DWARF PERENIAL RYE 30%
	3 LBS. / 1,000 SF		CREEPING RED FESCUE 25%
			COLONIAL BENT GRASS 5%



PLAN
1"=30'



SCALE: 1"=30'



DESIGNED BY: BFS
DRAFTED BY: MAW
CHECKED BY: CJ

REVISIONS

NO.	DATE:

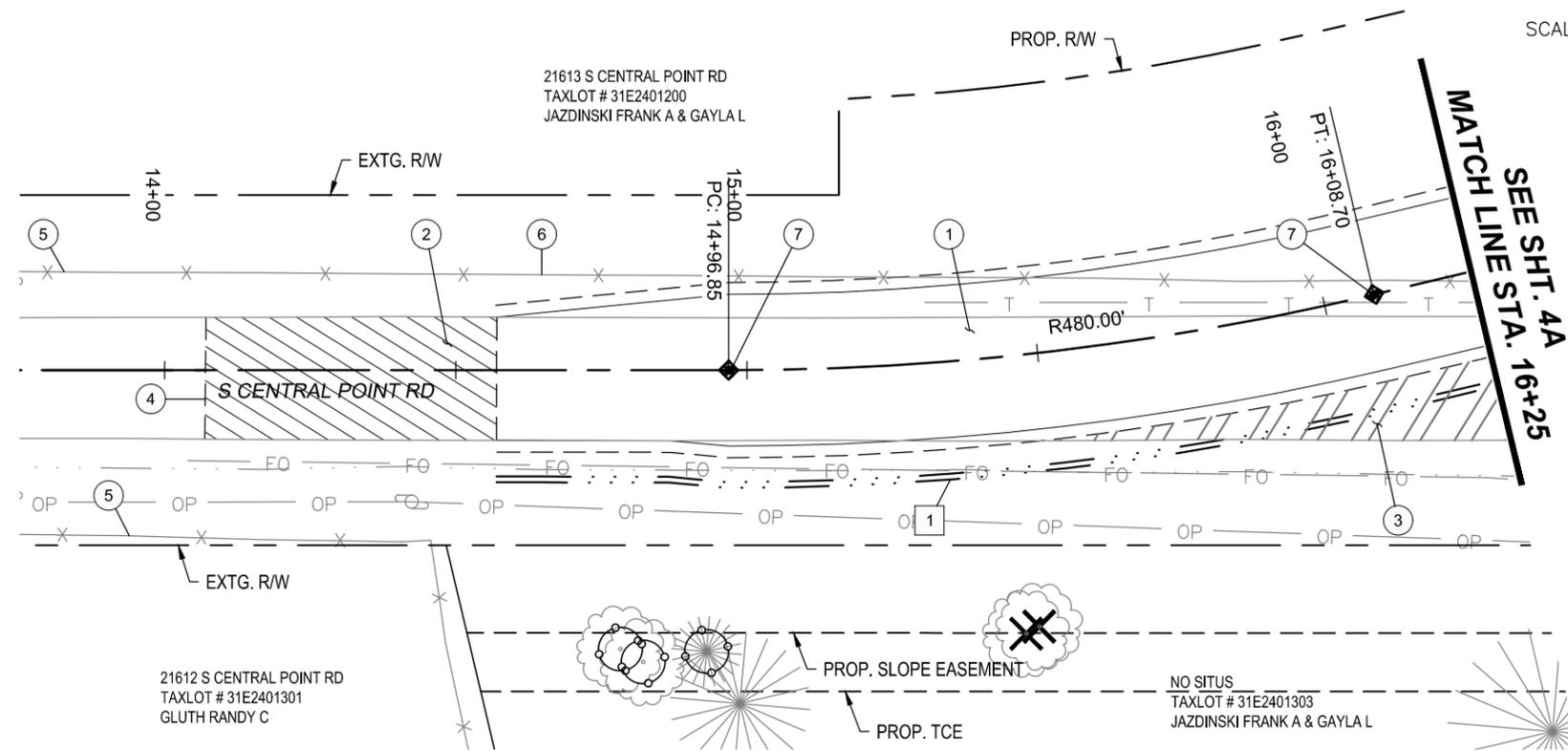
Sheet No.
2G-5

STORMWATER PLANTING PLAN
S CENTRAL POINT RD AND S NEW ERA RD
INTERSECTION REALIGNMENT

Cardno
PORTLAND
6720 SW MACADAM AVE, STE 200, PORTLAND, OR
97219 TEL: (503) 419-2500 FAX: (503) 419-2600
www.cardno.com

CLACKAMAS COUNTY
DAN JOHNSON
DIRECTOR

DATE: FEBRUARY 2020 PROJECT NO.: CI-22254



STREET CONSTRUCTION NOTES

- 1 Sta. 14+57 to Sta. 16+25
Roadway Construction
For Details, See Shts. 2A Thru 2A-4
- 2 Sta. 14+07 to Sta. 14+57
2" To 4" Deep
Cold Plane Pavement Removal
2" ACP Wearing Course Overlay
For Details, See Sht. 2A-2
- 3 Obliterate Extg. Roadway Surface
(Incidental to Removal of
Structures & Obstructions)
Haul Obliterated Surface Offsite
Material Becomes Property of Contractor
Upon Removal
Do Not Incorporate Scarified Material
Into the Embankment

STREET CONSTRUCTION NOTES CONT'D

- 4 Sawcut & Match Extg. Pavement
For Details, See ODOT RD610
- 5 Sta. 13+75 to Sta. 13+94, Lt.
Sta. 13+75 to Sta. 14+45, Rt.
Preserve and Protect Extg. Fence
- 6 Sta. 13+94 to Sta. 16+25, Lt.
Relocate Extg. Fence
(By Property Owner)
- 7 Install Concrete Monument Box
For Details, See Clack. Co. M150
County To Provide Monument Box

STORM WATER CONSTRUCTION NOTES

- 1 Sta. 14+57 to Sta. 16+25, Rt.
Const. Drainage Ditch
For Details, See Shts. 2A Thru 2A-4

MATCH LINE STA. 16+25
SEE SHT. 4A

CONSTRUCTION NOTES & PLAN
S CENTRAL POINT RD AND S NEW ERA RD
INTERSECTION REALIGNMENT

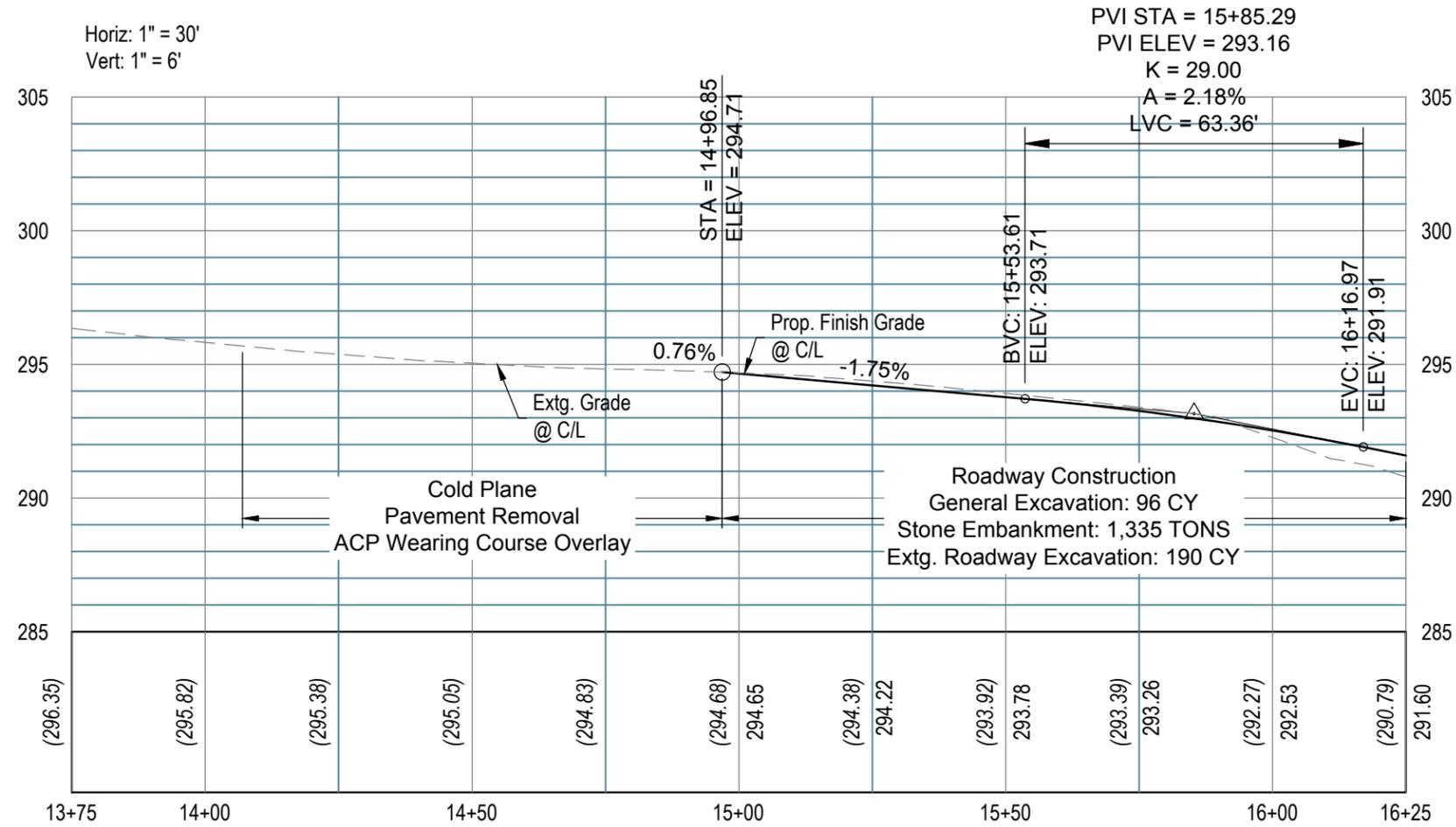
CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

DAN JOHNSON
DIRECTOR

DESIGNED BY: JH
DRAFTED BY: JH
CHECKED BY: DTD

REVISIONS





S CENTRAL POINT RD (PROPOSED)



CONSTRUCTION PROFILE
S CENTRAL POINT RD AND S NEW ERA RD
INTERSECTION REALIGNMENT

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

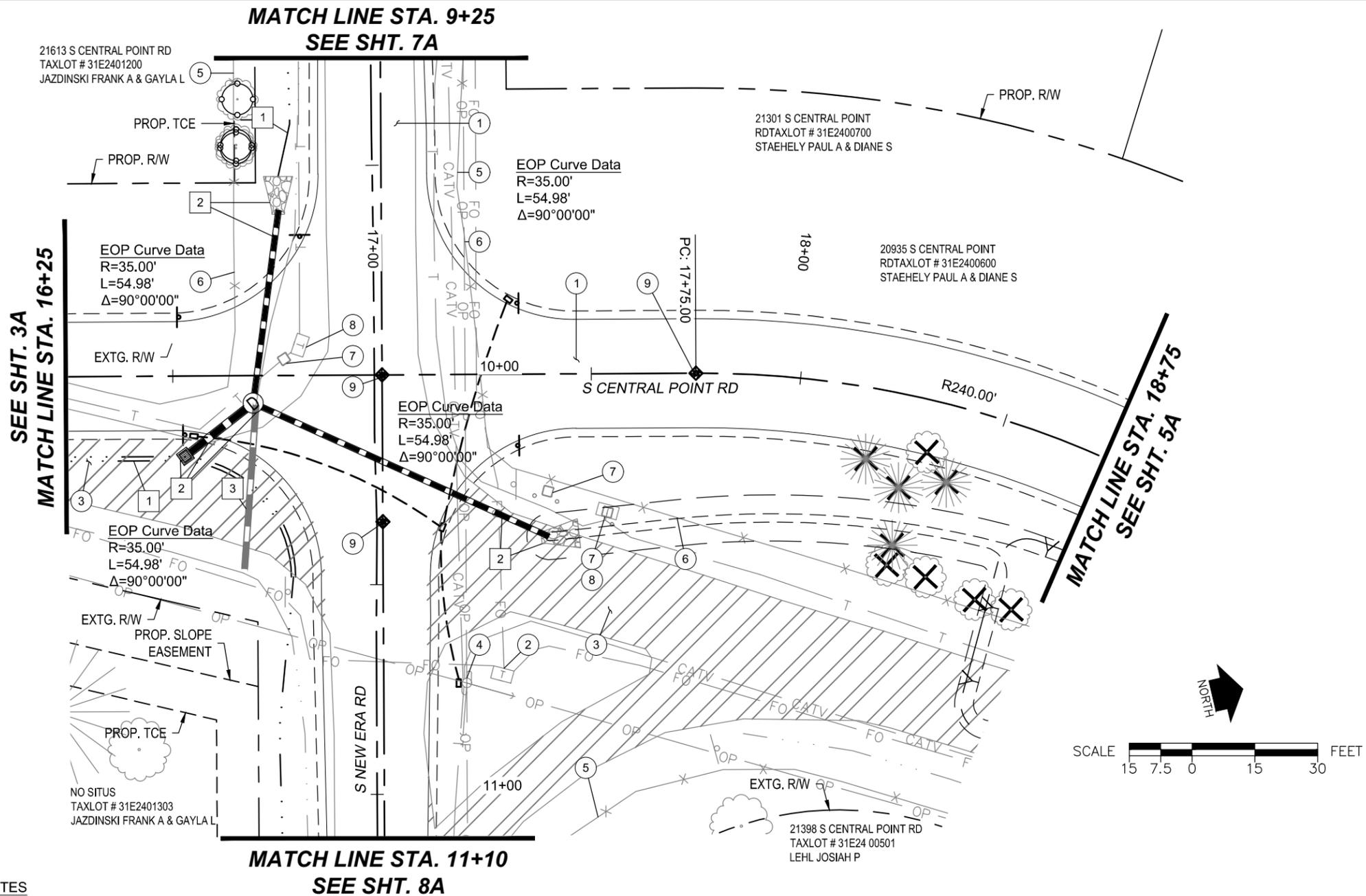
DAN JOHNSON
DIRECTOR

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REVISIONS

Sheet No. **3B**

DATE: FEBRUARY 2021 PROJECT NO.: CI-22254



STREET CONSTRUCTION NOTES

- ① Central Point Rd - Sta. 16+25 to Sta. 18+75
New Era Rd - Sta. 9+35 to Sta. 11+10
Roadway Construction
For Details, See Shts. 2A Thru 2A-4
- ② Preserve and Protect
Extg. Utility Vault
- ③ Obliterate Extg. Roadway Surface
(Incidental to Removal of
Structures & Obstructions)
Haul Obliterated Surface Offsite
Material Becomes Property of Contractor
Upon Removal
Do Not Incorporate Scarified Material
Into the Embankment
- ④ Preserve and Protect
Extg. Utility Pole & Guy Wire

STREET CONSTRUCTION NOTES CONT'D

- ⑥ Central Point Rd - Sta. 16+25 to Sta. 16+65, Rt.
Central Point Rd - Sta. 17+23 to Sta. 18+75, Rt.
New Era Rd - Sta. 9+45 to Sta. 10+07, Lt.
New Era Rd - Sta. 9+45 to Sta. 10+07, Rt.
Relocate Extg. Fence (By Property Owner)
- ⑦ Relocate Extg. Utility Riser
(By Others)
- ⑧ Relocate Extg. Utility Vault
(By Others)
- ⑨ Install Concrete Monument Box
For Details, See Clack. Co. M150
County To Provide Monument Box

STORM WATER CONSTRUCTION NOTES

- ① Central Point Rd - Sta. 16+25 to Sta. 16+79, Rt.
New Era Rd - Sta. 9+35 to Sta. 11+10, Rt.
Const. Drainage Ditch
For Details, See Shts. 2A Thru 2A-4
- ② Const. Storm Facilities
For Details, See Shts. 2G-1 Thru 2G-5
- ③ Remove Extg. Storm Pipe

CONSTRUCTION NOTES & PLAN
S CENTRAL POINT RD AND S NEW ERA RD
INTERSECTION REALIGNMENT

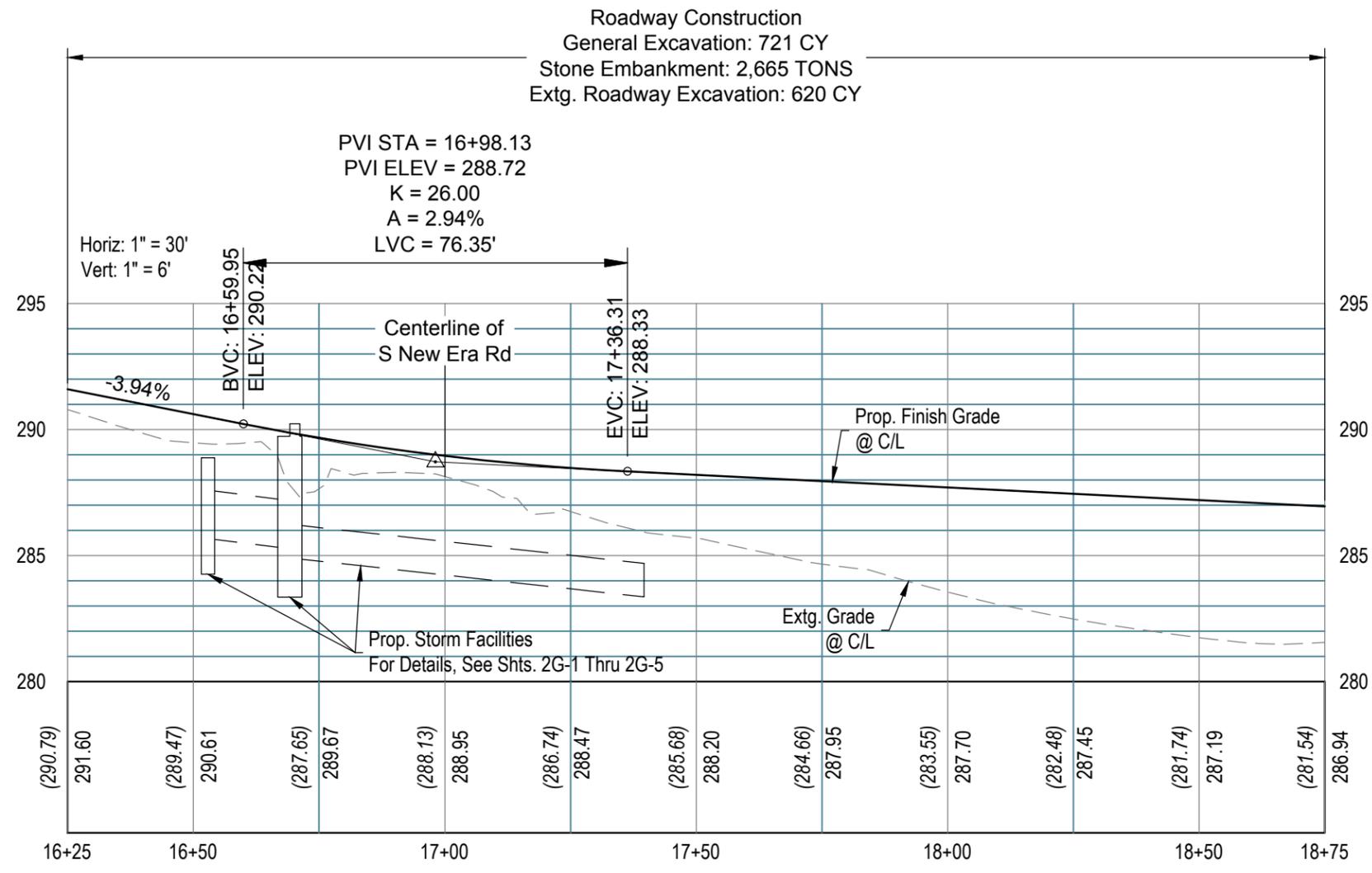
CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

DAN JOHNSON
DIRECTOR

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S CENTRAL POINT RD (PROPOSED)

CONSTRUCTION PROFILE
 S CENTRAL POINT RD AND S NEW ERA RD
 INTERSECTION REALIGNMENT

CLACKAMAS COUNTY
 DEPT. OF TRANSPORTATION
 AND DEVELOPMENT
 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045

DAN JOHNSON
 DIRECTOR

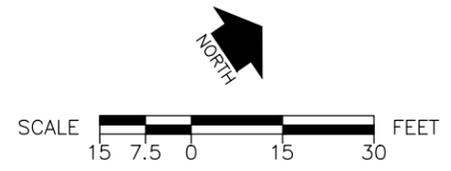
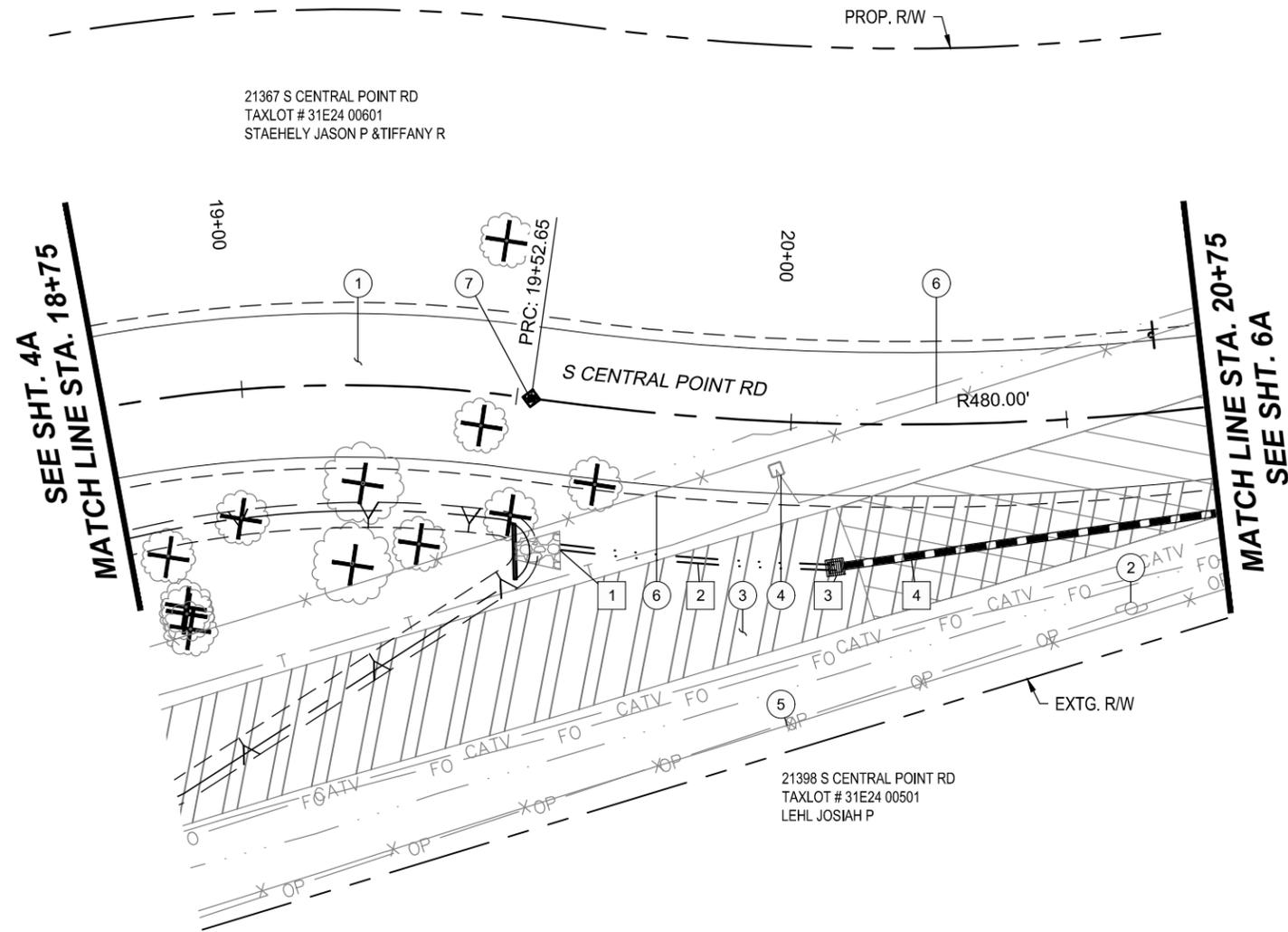
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REVISIONS



Sheet No. **4B**



STREET CONSTRUCTION NOTES

- 1 Sta. 18+75 to Sta. 20+75
Roadway Construction
For Details, See Shts. 2A Thru 2A-4
- 2 Preserve and Protect
Extg. Utility Pole & Guy Wire
- 3 Obliterate Extg. Roadway Surface
(Incidental to Removal of
Structures & Obstructions)
Haul Obliterated Surface Offsite
Material Becomes Property of Contractor
Upon Removal
Do Not Incorporate Scarified Material
Into the Embankment
- 4 Relocate Extg. Utility Riser
(By Others)

STREET CONSTRUCTION NOTES CONT'D

- 5 Sta. 18+75 to Sta. 20+75
Preserve and Protect Extg. Fence
- 6 Sta. 18+75 to Sta. 20+75
Relocate Extg. Fence
(By Property Owner)
- 7 Install Concrete Monument Box
For Details, See Clack. Co. M150
County To Provide Monument Box

STORM WATER CONSTRUCTION NOTES

- 1 Const. Storm Facilities
For Details, See Shts. 2G-1 Thru 2G-5
- 2 Sta. 19+61 to Sta. 20+09, Rt.
Const. Drainage Ditch
For Details, See Shts. 2A Thru 2A-4
- 3 Const. Ditch Inlet
For Details, See ODOT RD370
See Profile, Page 5B
- 4 Install 12" Diam. RCP Storm Pipe
See Profile, Page 5B



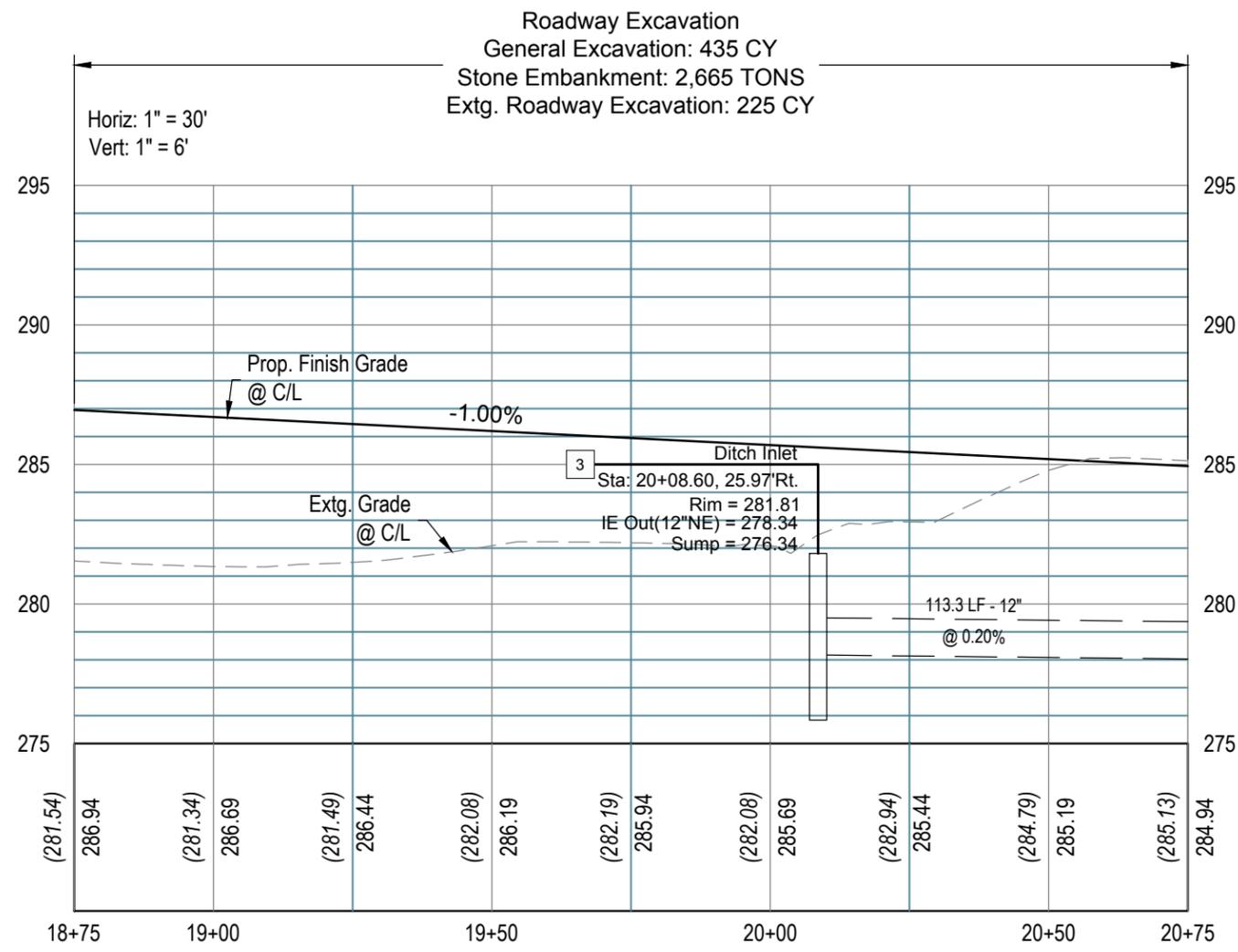
CONSTRUCTION NOTES & PLAN
S CENTRAL POINT RD AND S NEW ERA RD
INTERSECTION REALIGNMENT

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

DAN JOHNSON
DIRECTOR

DESIGNED BY: JH
DRAFTED BY: JH
CHECKED BY: DTD

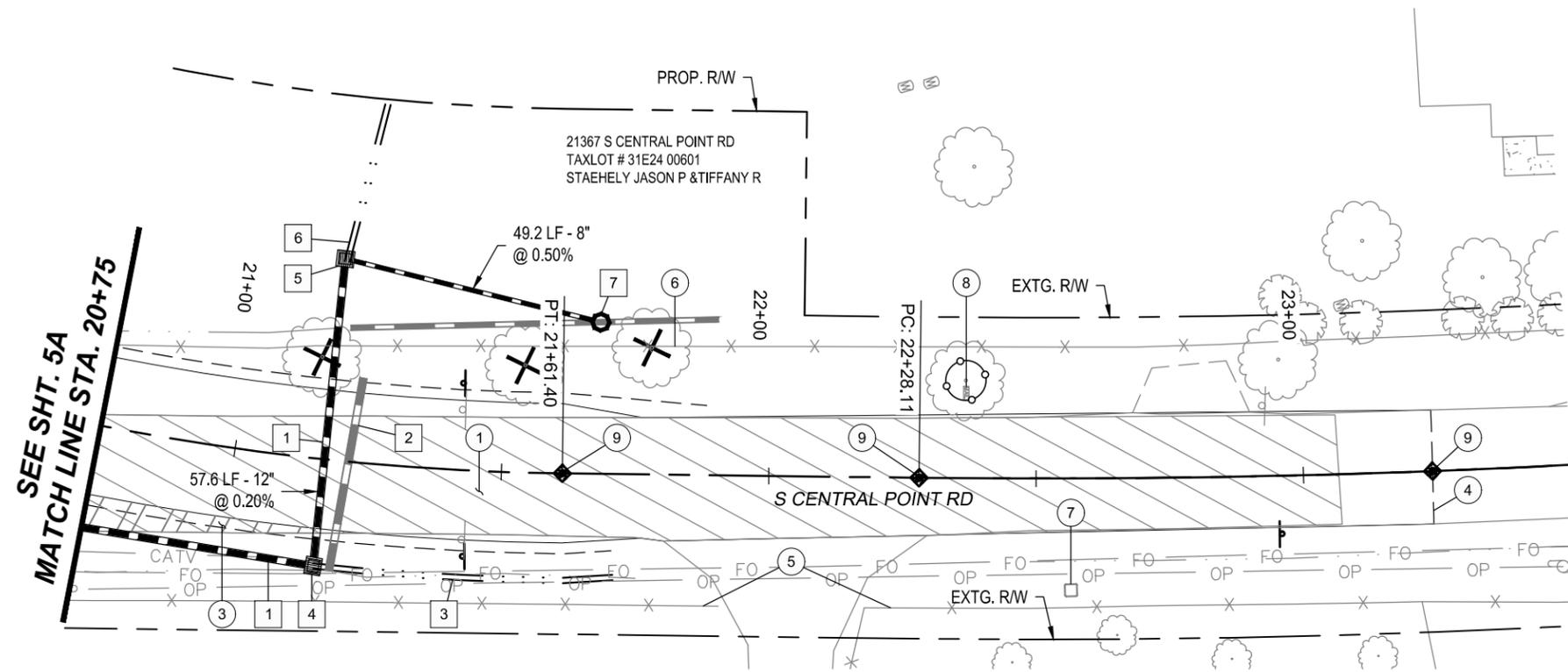
REVISIONS



S CENTRAL POINT RD (PROPOSED)



CONSTRUCTION PROFILE	S CENTRAL POINT RD AND S NEW ERA RD INTERSECTION REALIGNMENT
 CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	DATE: FEBRUARY 2021 PROJECT NO.: CI-22254 DAN JOHNSON DIRECTOR
DESIGNED BY: JH DRAFTED BY: JH CHECKED BY: DTD	REVISIONS Sheet No. 5B



STREET CONSTRUCTION NOTES

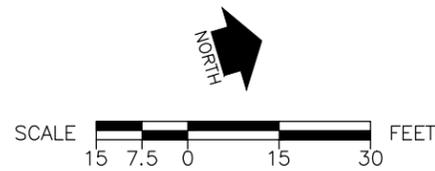
- 1 Sta. 20+75 to Sta. 23+25
Roadway Construction
For Details, See Shts. 2A Thru 2A-4
- 2 Note Not Used
- 3 Obliterate Extg. Roadway Surface
(Incidental to Removal of
Structures & Obstructions)
Haul Obliterated Surface Offsite
Material Becomes Property of Contractor
Upon Removal
Do Not Incorporate Scarified Material
Into the Embankment
- 4 Sawcut & Match Extg. Pavement
For Details, See ODOT RD610

STREET CONSTRUCTION NOTES CONT'D

- 5 Sta. 20+75 to Sta. 22+75, Rt.
Preserve and Protect Extg. Fence
- 6 Sta. 20+75 to Sta. 22+75, Lt.
Relocate Extg. Fence
(By Property Owner)
- 7 Preserve and Protect
Extg. Utility Riser
- 8 Preserve and Protect
Extg. Mailbox
- 9 Install Concrete Monument Box
For Details, See Clack. Co. M150
County To Provide Monument Box

STORM WATER CONSTRUCTION NOTES

- 1 Install 12" Diam. RCP Storm Pipe
See Profile, Page 6B
- 2 Remove Ext. Storm Pipe
- 3 Sta. 21+17 to Sta. 21+71, Rt.
Const. Drainage Ditch
For Details, See Shts. 2A Thru 2A-4
- 4 Const. Ditch Inlet
For Details, See ODOT RD370
See Profile, Page 6B
- 5 Const. Ditch Inlet
Lid and Grate to Match 4:1 Slope
For Details, See ODOT RD370
See Profile, Page 6B
- 6 Const. 1-ft Deep Drainage Ditch - 35 LF
1-ft Wide Bottom with 3:1 Side Slopes
- 7 Const. Storm Clean Out
For Details, See SWM ST-4.0
Connect to Extg. 8" Perforated Pipe



CONSTRUCTION NOTES & PLAN
S CENTRAL POINT RD AND S NEW ERA RD
INTERSECTION REALIGNMENT

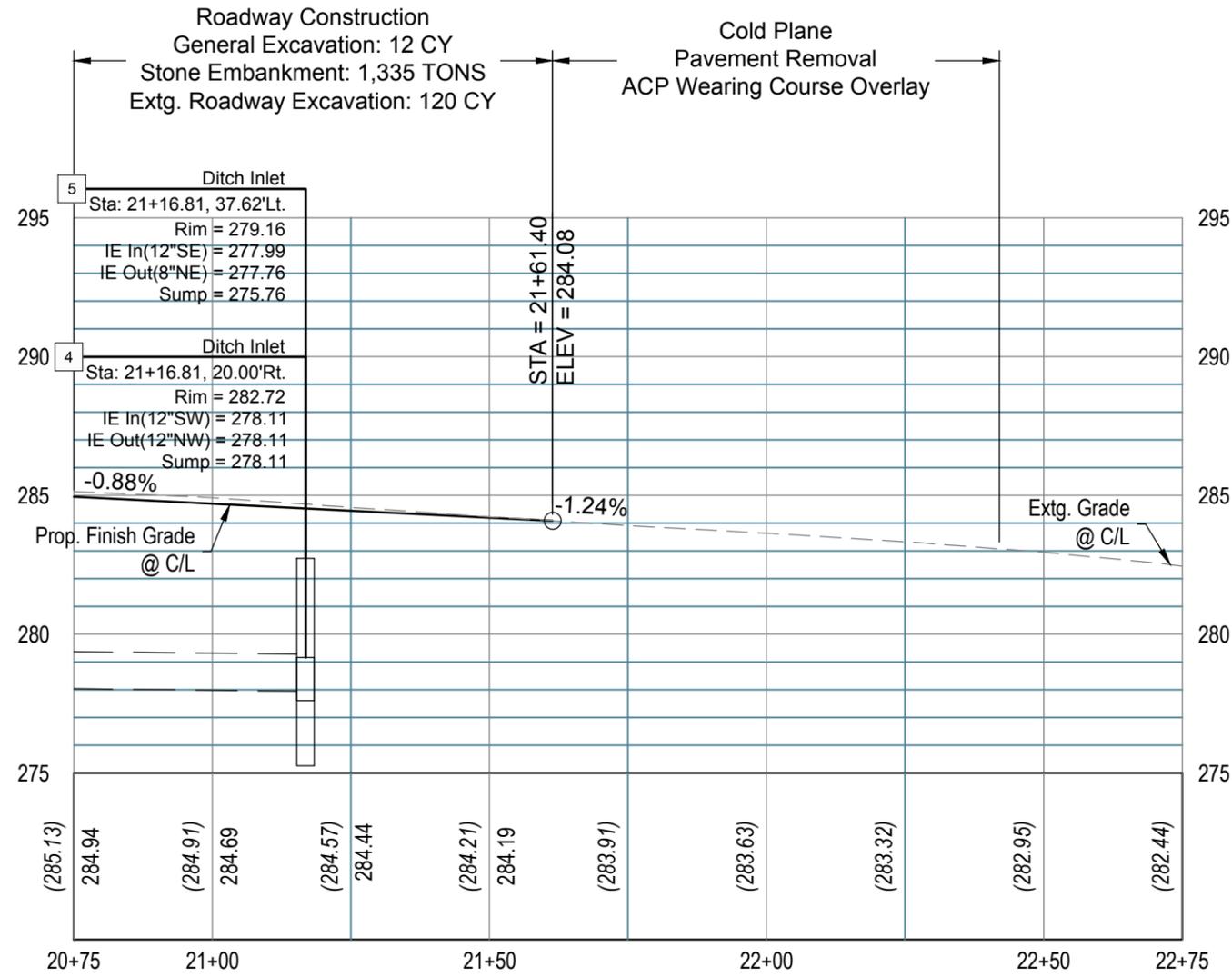
CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

DAN JOHNSON
DIRECTOR

DESIGNED BY: JH
DRAFTED BY: JH
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REVISIONS

Horiz: 1" = 30'
Vert: 1" = 6'



S CENTRAL POINT RD (PROPOSED)

CONSTRUCTION PROFILE

S CENTRAL POINT RD AND S NEW ERA RD
INTERSECTION REALIGNMENT

DATE: FEBRUARY 2021 PROJECT NO.: CI-22254

CLACKAMAS COUNTY

DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

DIRECTOR



DAN JOHNSON

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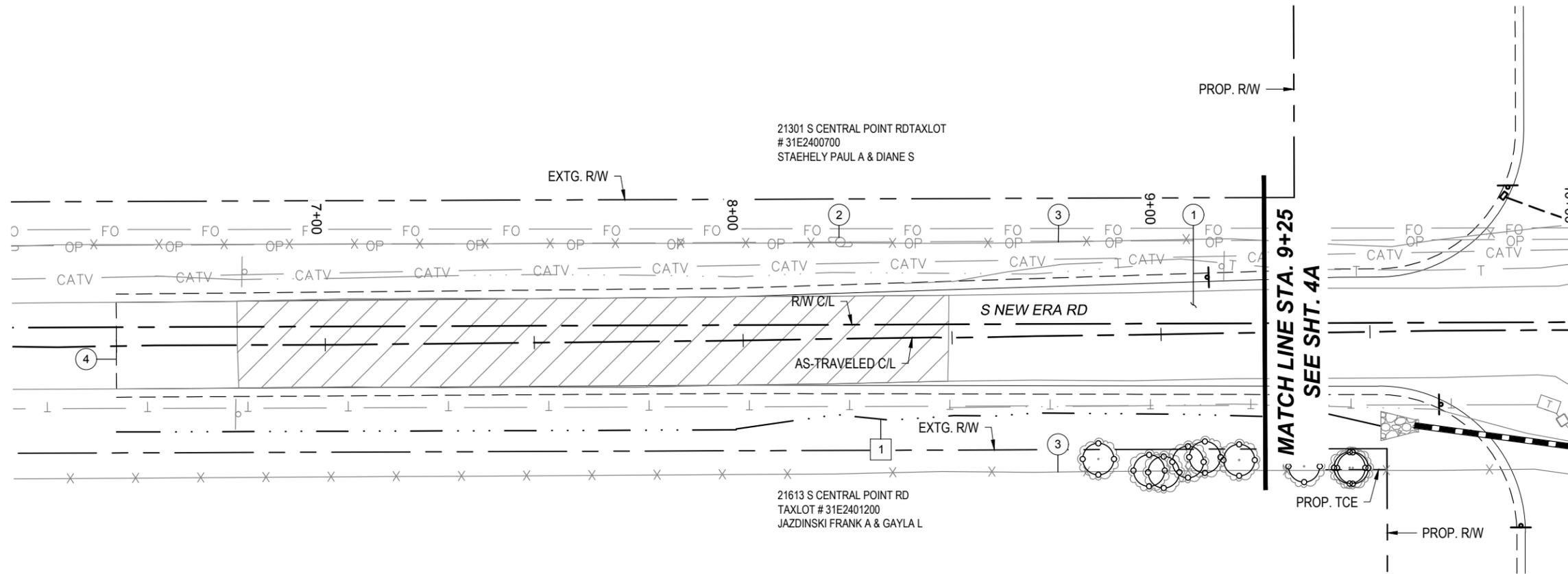
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Sheet No.

6B

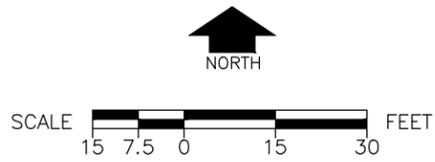


STREET CONSTRUCTION NOTES

- ① Sta. 6+50 to Sta. 9+35
Roadway Construction
For Details, See Shts. 2A Thru 2A-4
- ② Preserve and Protect
Extg. Utility Pole & Guy Wire
- ③ Sta. 6+50 to Sta. 9+35, Lt.
Sta. 6+50 to Sta. 9+35, Rt.
Preserve and Protect Extg. Fence
- ④ Sawcut & Match Extg. Pavement
For Details, See ODOT RD610

STORM WATER CONSTRUCTION NOTES

- ① Sta. 6+50 to Sta. 9+35, Rt.
Const. Drainage Ditch
For Details, See Shts. 2A Thru 2A-4



CONSTRUCTION NOTES & PLAN
S CENTRAL POINT RD AND S NEW ERA RD
INTERSECTION REALIGNMENT

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

DAN JOHNSON
DIRECTOR

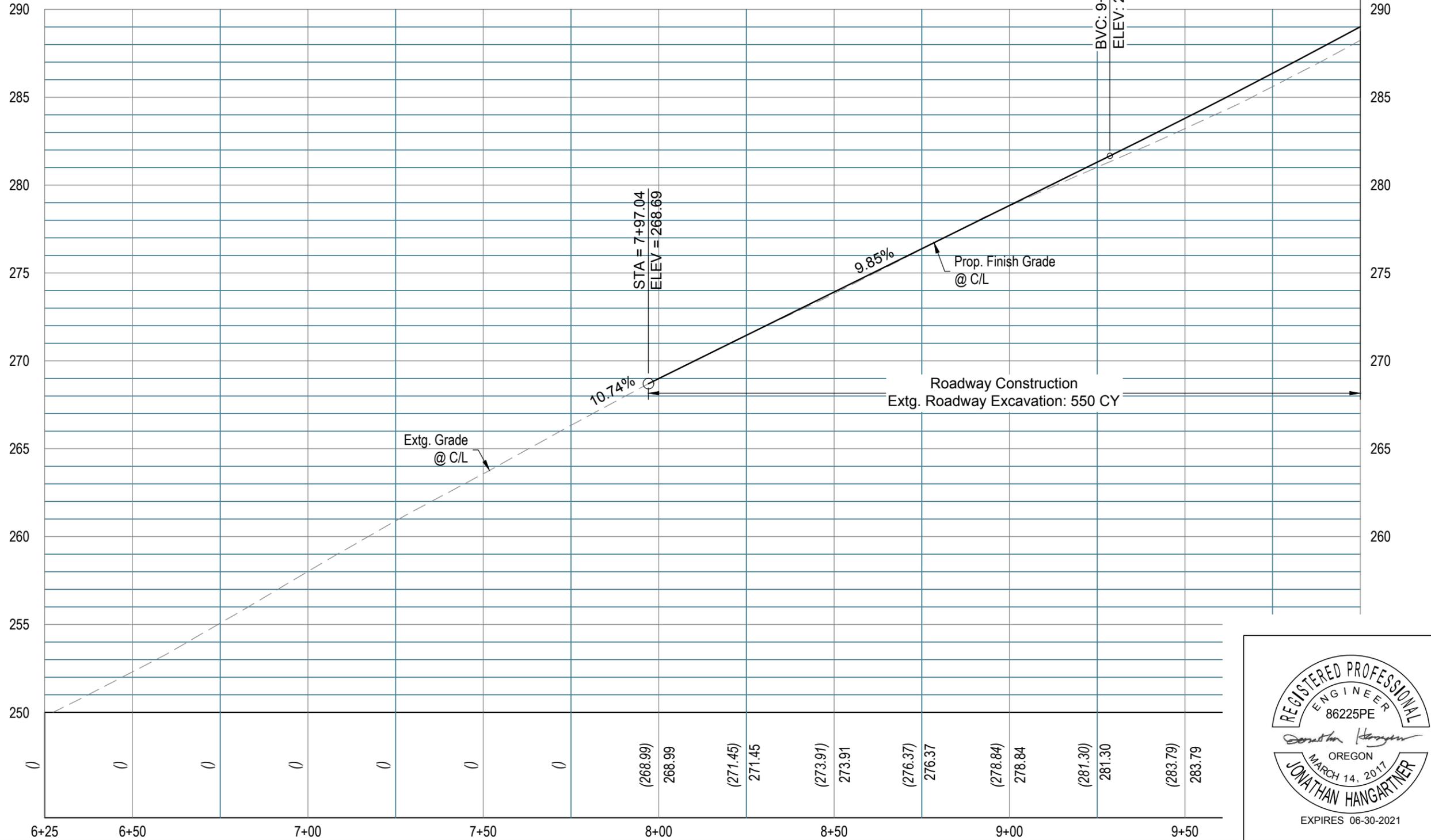
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REVISIONS

NO.	DESCRIPTION

Horiz: 1" = 30'
Vert: 1" = 6'

S NEW ERA RD

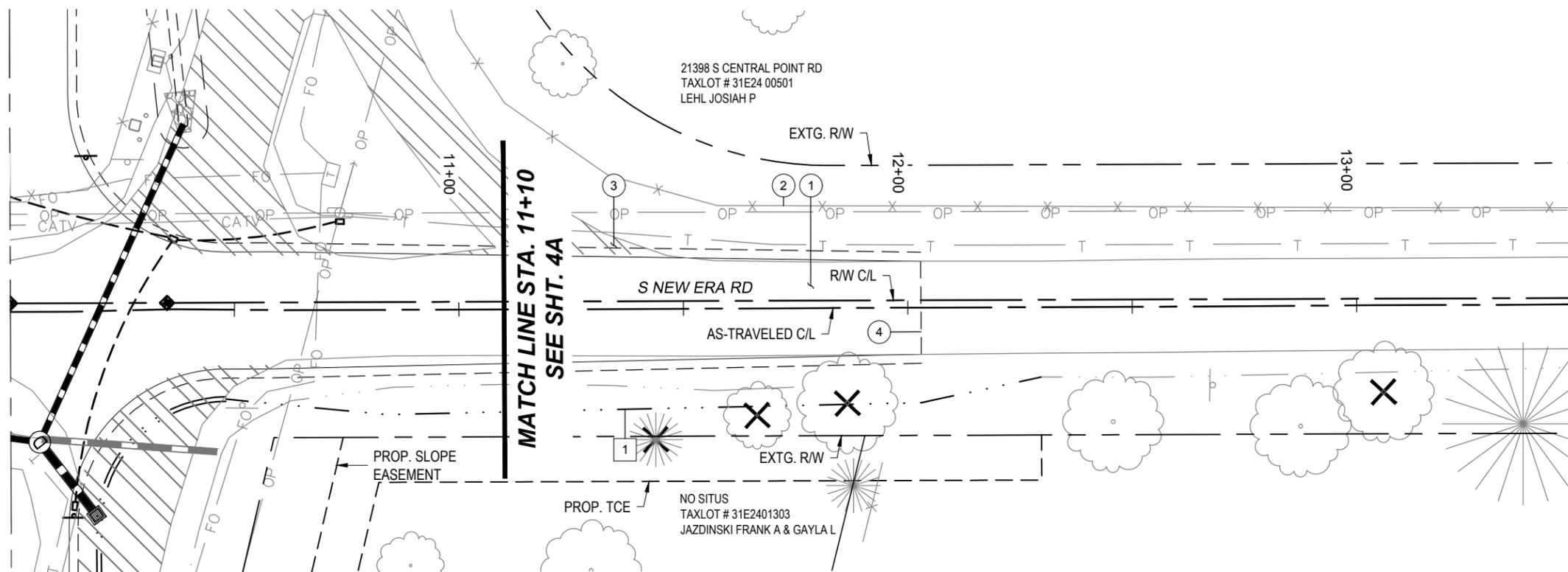


LOW POINT STA = 9+28.59
 LOW POINT ELEV = 281.65
 PVI STA = 10+57.62
 PVI ELEV = 294.36
 K = 80.00
 A = 3.23%
 LVC = 258.07' Centerline of S Central Point Rd

Roadway Construction
Extg. Roadway Excavation: 550 CY



CONSTRUCTION PROFILE S CENTRAL POINT RD AND S NEW ERA RD INTERSECTION REALIGNMENT	DATE: FEBRUARY 2021 PROJECT NO.: CI-22254
 CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	DIRECTOR DAN JOHNSON
DESIGNED BY: JH DRAFTED BY: JH CHECKED BY: DTD	REVISIONS
Sheet No.	7B

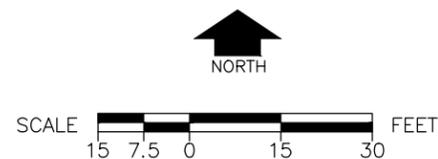


STREET CONSTRUCTION NOTES

STORM WATER CONSTRUCTION NOTES

- ① Sta. 11+10 to Sta. 12+03
Roadway Construction
For Details, See Shts. 2A Thru 2A-4
- ② Sta. 11+10 to Sta. 12+03, Lt.
Preserve and Protect Extg. Fence
- ③ Obliterate Extg. Roadway Surface
(Incidental to Removal of
Structures & Obstructions)
Haul Obliterated Surface Offsite
Material Becomes Property of Contractor
Upon Removal
Do Not Incorporate Scarified Material
Into the Embankment
- ④ Sawcut & Match Extg. Pavement
For Details, See ODOT RD610

- ① Sta. 11+10 to Sta. 12+03, Rt.
Const. Drainage Ditch
For Details, See Shts. 2A Thru 2A-4



CONSTRUCTION NOTES & PLAN
S CENTRAL POINT RD AND S NEW ERA RD
INTERSECTION REALIGNMENT

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

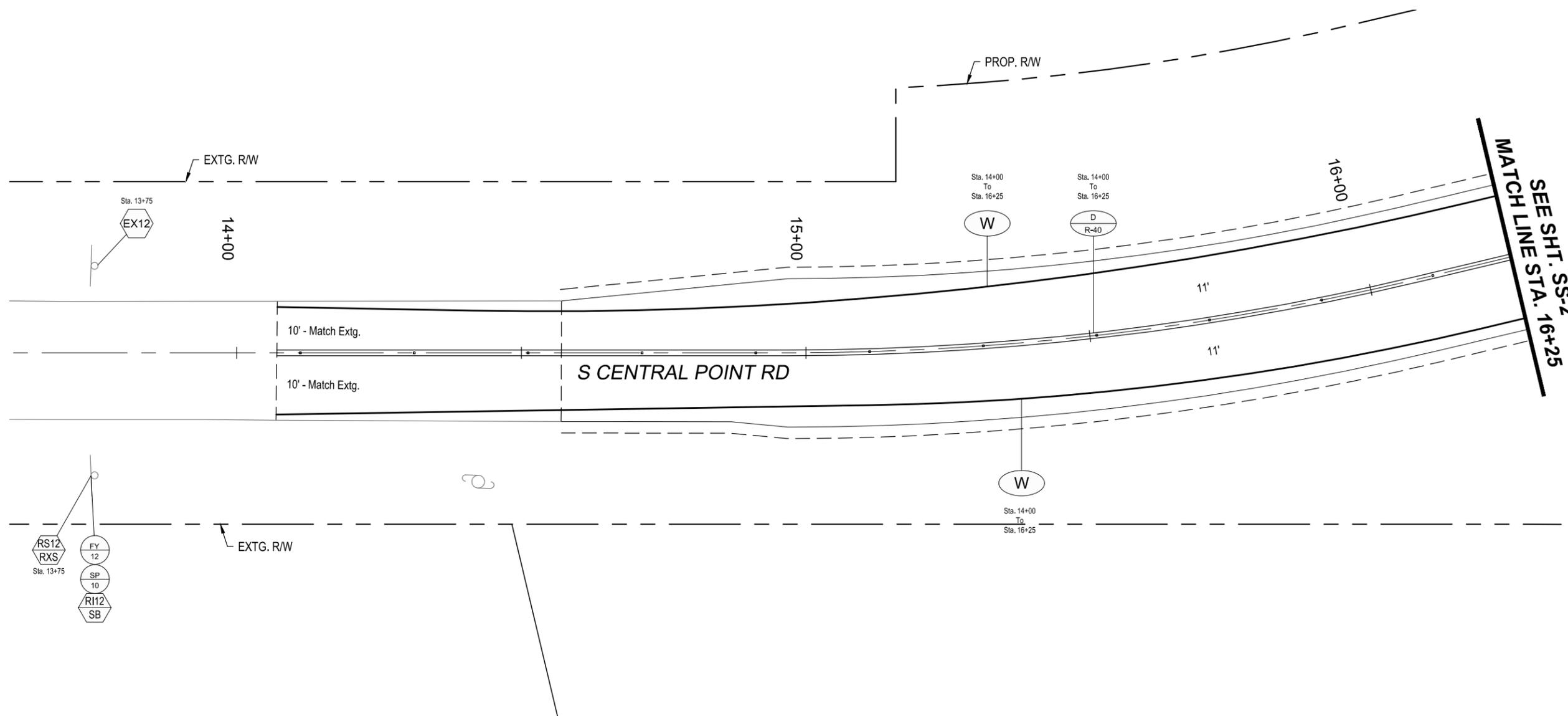
DAN JOHNSON
DIRECTOR

DESIGNED BY: JH
DRAFTED BY: JH
CHECKED BY: DTD

REVISIONS

Sheet No. **8A**

DATE: FEBRUARY 2021 PROJECT NO.: CI-22254



PERMANENT SIGNING & STRIPING
 S CENTRAL POINT RD AND S NEW ERA RD
 INTERSECTION REALIGNMENT

DATE: FEBRUARY 2021 PROJECT NO.: CI-22254

CLACKAMAS COUNTY
 DEPT. OF TRANSPORTATION
 AND DEVELOPMENT
 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045

DAN JOHNSON
 DIRECTOR

DESIGNED BY: JH
 DRAFTED BY: JH
 CHECKED BY: DTD

REVISIONS

Sheet No. **SS-1**

SIGN SUPPORT LEGEND

- W WOOD
- S PERFORATED STEEL SQUARE TUBE ANCHOR SIGN SUPPORTS
- SB 2 1/2" PERFORATED STEEL SQUARE TUBE SIGN SUPPORT WITH TRIANGULAR BASE BREAKAWAY CONSTRUCTED ACCORDING TO ODOT DET4241

SIGNING LEGEND

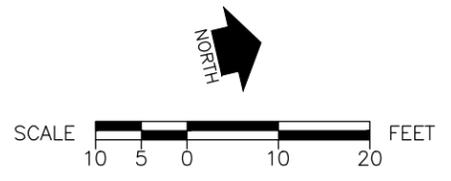
- REMOVE AND SAVE EXISTING SIGN (N)
REMOVE SIGN SUPPORT (M)
- REINSTALL EXISTING SIGN (N)
ON NEW SIGN SUPPORT (M)
- REMOVE EXISTING SIGN (N)
AND SIGN SUPPORT (M)
- INSTALL NEW SIGN (N) ON NEW
SIGN SUPPORT (M)
- MAINTAIN AND PROTECT EXISTING
SIGN (N) AND SUPPORT

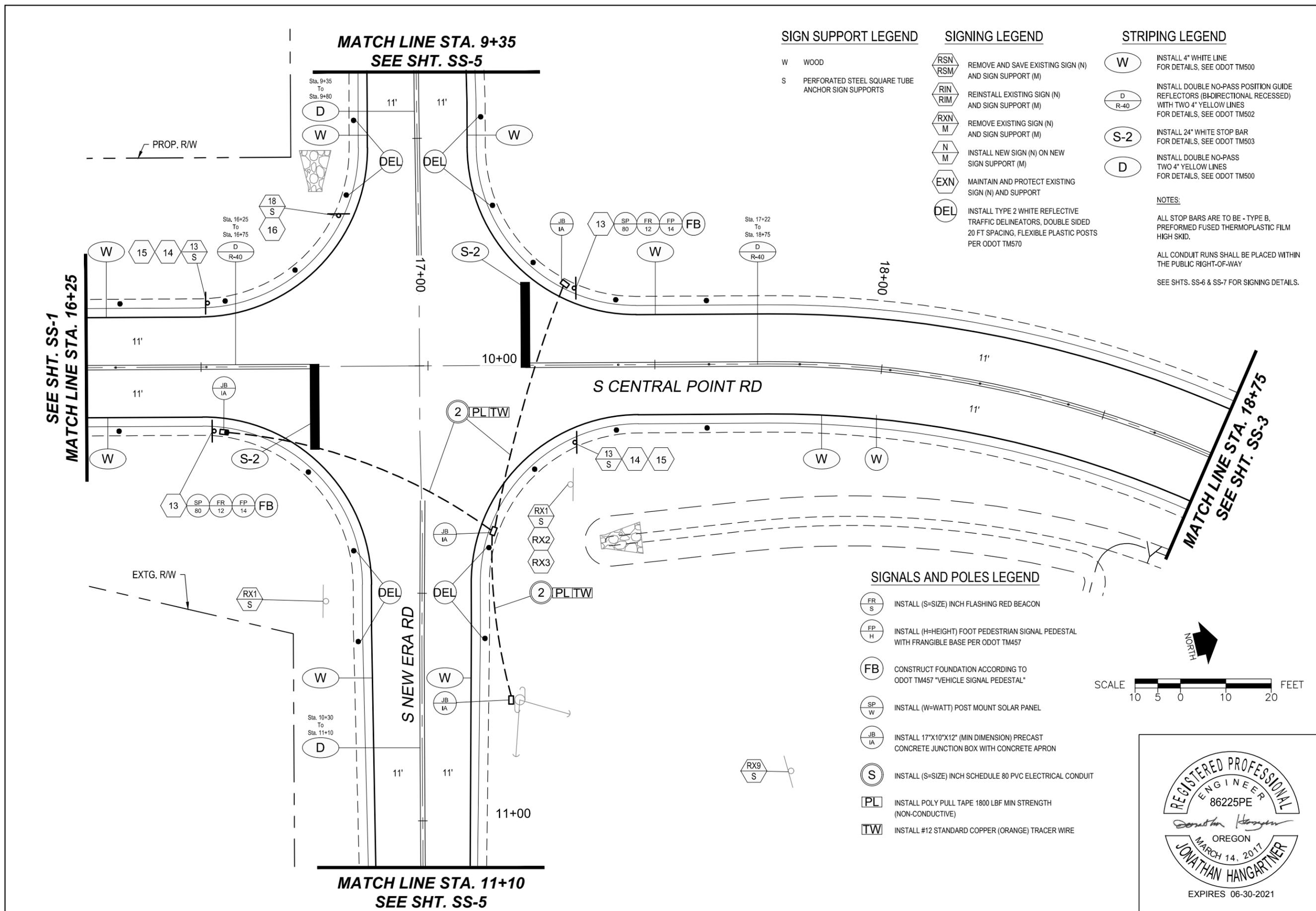
STRIPING LEGEND

- INSTALL 4" WHITE LINE
FOR DETAILS, SEE ODOT TM500
- INSTALL DOUBLE NO-PASS POSITION GUIDE
REFLECTORS (BI-DIRECTIONAL RECESSED)
WITH TWO 4" YELLOW LINES
FOR DETAILS, SEE ODOT TM502
- NOTES:
SEE SHTS. SS-6 & SS-7 FOR SIGNING DETAILS.

SIGNALS AND POLES LEGEND

- INSTALL (S=SIZE) INCH FLASHING YELLOW BEACON
- INSTALL (W=WATT) POST MOUNT SOLAR PANEL





SIGN SUPPORT LEGEND

- W WOOD
- S PERFORATED STEEL SQUARE TUBE ANCHOR SIGN SUPPORTS

SIGNING LEGEND

- REMOVE AND SAVE EXISTING SIGN (N) AND SIGN SUPPORT (M)
- REINSTALL EXISTING SIGN (N) AND SIGN SUPPORT (M)
- REMOVE EXISTING SIGN (N) AND SIGN SUPPORT (M)
- INSTALL NEW SIGN (N) ON NEW SIGN SUPPORT (M)
- MAINTAIN AND PROTECT EXISTING SIGN (N) AND SUPPORT
- INSTALL TYPE 2 WHITE REFLECTIVE TRAFFIC DELINEATORS, DOUBLE SIDED 20 FT SPACING, FLEXIBLE PLASTIC POSTS PER ODOT TM570

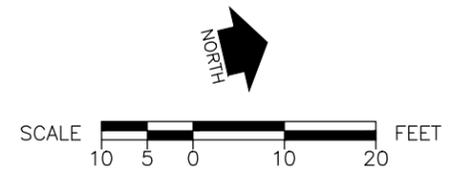
STRIPING LEGEND

- INSTALL 4" WHITE LINE FOR DETAILS, SEE ODOT TM500
- INSTALL DOUBLE NO-PASS POSITION GUIDE REFLECTORS (BI-DIRECTIONAL RECESSED) WITH TWO 4" YELLOW LINES FOR DETAILS, SEE ODOT TM502
- INSTALL 24" WHITE STOP BAR FOR DETAILS, SEE ODOT TM503
- INSTALL DOUBLE NO-PASS TWO 4" YELLOW LINES FOR DETAILS, SEE ODOT TM500

NOTES:
 ALL STOP BARS ARE TO BE - TYPE B, PREFORMED FUSED THERMOPLASTIC FILM HIGH SKID.
 ALL CONDUIT RUNS SHALL BE PLACED WITHIN THE PUBLIC RIGHT-OF-WAY
 SEE SHTS. SS-6 & SS-7 FOR SIGNING DETAILS.

SIGNALS AND POLES LEGEND

- INSTALL (S=SIZE) INCH FLASHING RED BEACON
- INSTALL (H=HEIGHT) FOOT PEDESTRIAN SIGNAL PEDESTAL WITH FRANGIBLE BASE PER ODOT TM457
- CONSTRUCT FOUNDATION ACCORDING TO ODOT TM457 "VEHICLE SIGNAL PEDESTAL"
- INSTALL (W=WATT) POST MOUNT SOLAR PANEL
- INSTALL 17"x10"x12" (MIN DIMENSION) PRECAST CONCRETE JUNCTION BOX WITH CONCRETE APRON
- INSTALL (S=SIZE) INCH SCHEDULE 80 PVC ELECTRICAL CONDUIT
- INSTALL POLY PULL TAPE 1800 LBF MIN STRENGTH (NON-CONDUCTIVE)
- INSTALL #12 STANDARD COPPER (ORANGE) TRACER WIRE



PERMANENT SIGNING & STRIPING

S CENTRAL POINT RD AND S NEW ERA RD INTERSECTION REALIGNMENT

CLACKAMAS COUNTY
 DEPT. OF TRANSPORTATION AND DEVELOPMENT
 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045

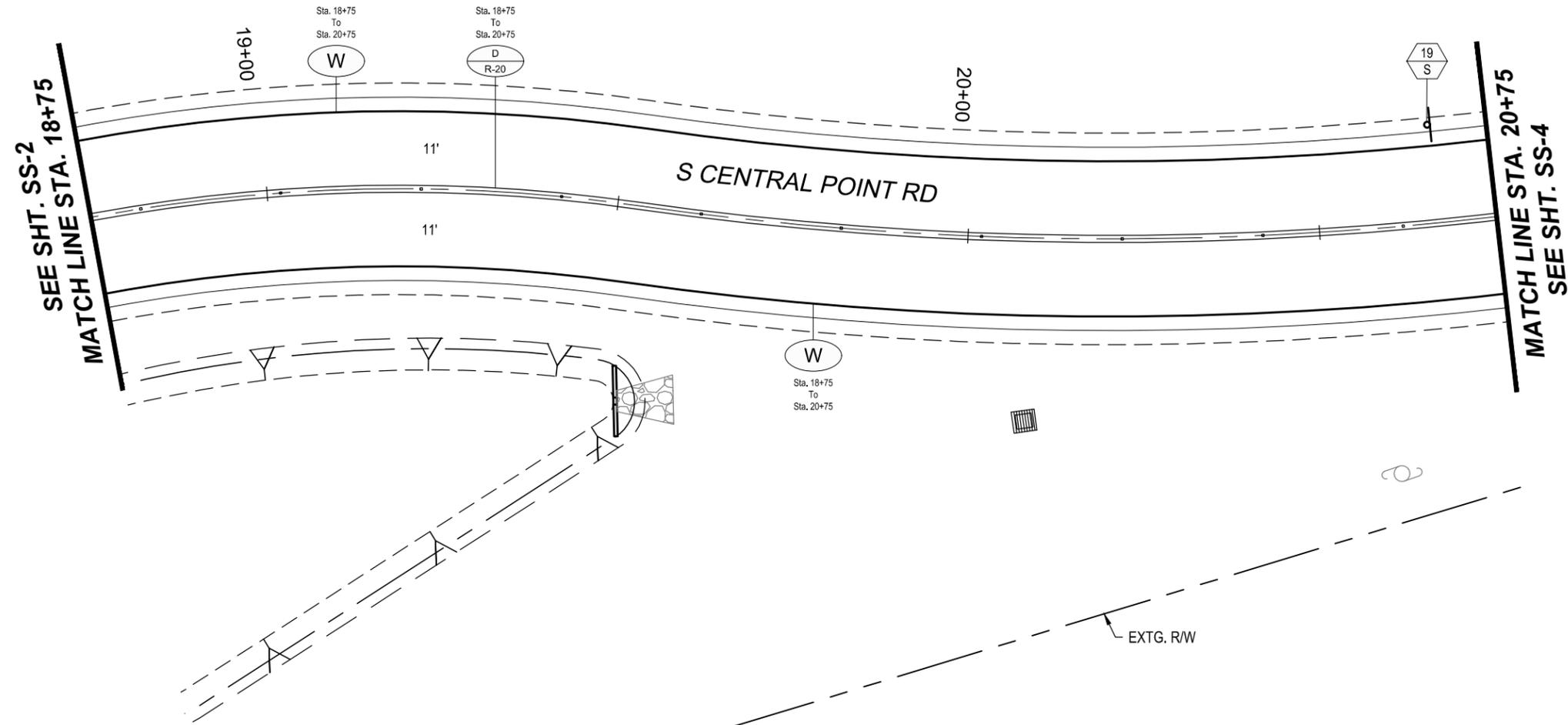
DAN JOHNSON
 DIRECTOR

DESIGNED BY: JH
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REVISIONS

DATE: FEBRUARY 2021 PROJECT NO.: CI-22254

Sheet No. **SS-2**



SEE SHT. SS-2
MATCH LINE STA. 18+75

MATCH LINE STA. 20+75
SEE SHT. SS-4

SIGN SUPPORT LEGEND

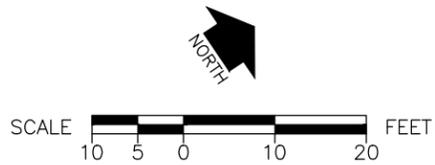
- W WOOD
- S PERFORATED STEEL SQUARE TUBE ANCHOR SIGN SUPPORTS

SIGNING LEGEND

- REMOVE AND SAVE EXISTING SIGN (N) AND SIGN SUPPORT (M)
- REINSTALL EXISTING SIGN (N) AND SIGN SUPPORT (M)
- REMOVE EXISTING SIGN (N) AND SIGN SUPPORT (M)
- INSTALL NEW SIGN (N) ON NEW SIGN SUPPORT (M)
- MAINTAIN AND PROTECT EXISTING SIGN (N) AND SUPPORT

STRIPING LEGEND

- INSTALL 4" WHITE LINE FOR DETAILS, SEE ODOT TM500
- INSTALL DOUBLE NO-PASS POSITION GUIDE REFLECTORS (BI-DIRECTIONAL RECESSED) WITH TWO 4" YELLOW LINES FOR DETAILS, SEE ODOT TM502
- NOTES:
SEE SHTS. SS-6 & SS-7 FOR SIGNING DETAILS.



PERMANENT SIGNING & STRIPING
S CENTRAL POINT RD AND S NEW ERA RD
INTERSECTION REALIGNMENT

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

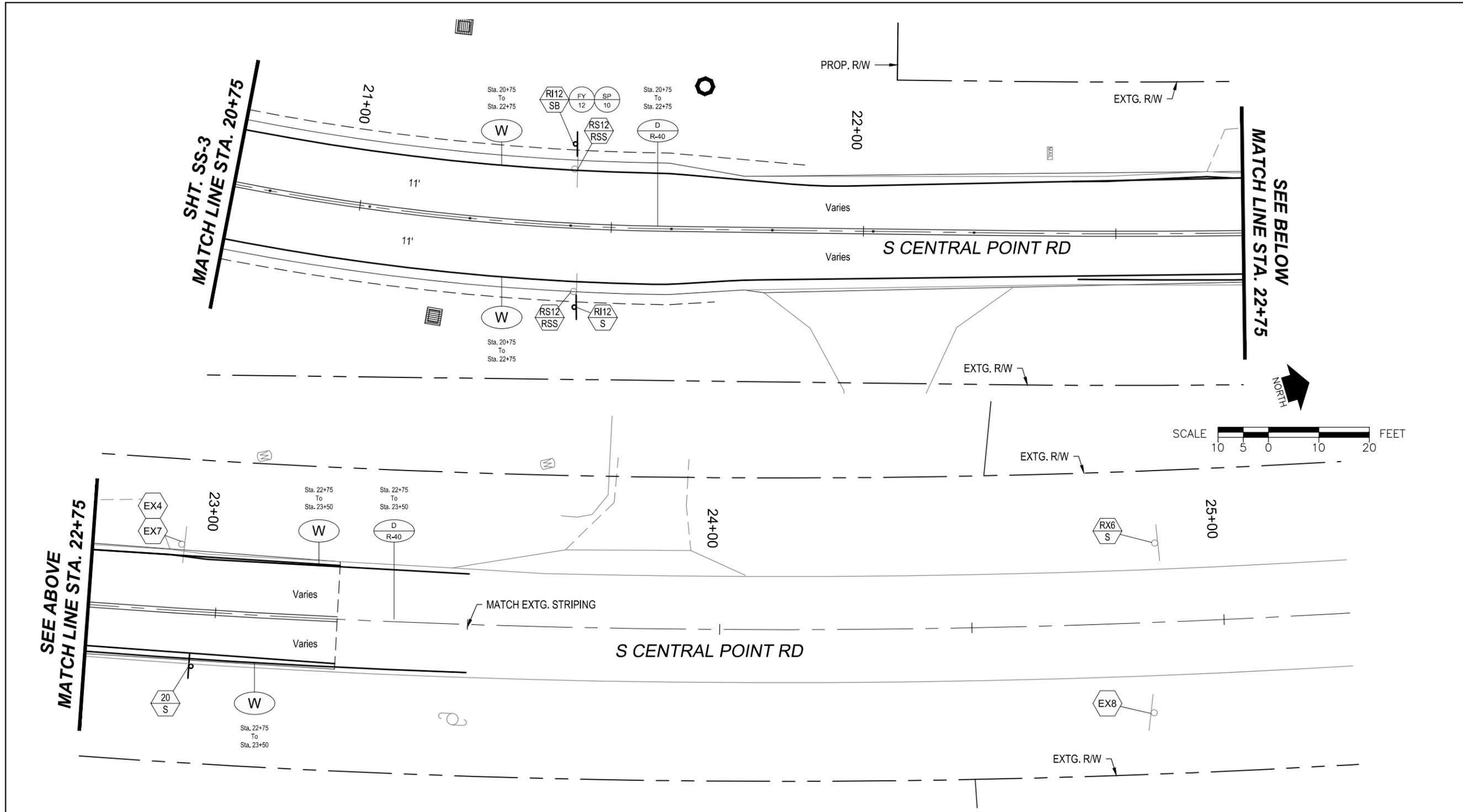
DAN JOHNSON
DIRECTOR

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DRAFTED BY: JH
CHECKED BY: DTD

REVISIONS

Sheet No. **SS-3**

DATE: FEBRUARY 2021 PROJECT NO.: CI-22254



SIGN SUPPORT LEGEND

- W WOOD
- S PERFORATED STEEL SQUARE TUBE ANCHOR SIGN SUPPORTS
- SB 2 1/2" PERFORATED STEEL SQUARE TUBE SIGN SUPPORT WITH TRIANGULAR BASE BREAKAWAY CONSTRUCTED ACCORDING TO ODOT DET4241

SIGNING LEGEND

- REMOVE AND SAVE EXISTING SIGN (N) AND SIGN SUPPORT (M)
- REINSTALL EXISTING SIGN (N) AND SIGN SUPPORT (M)
- REMOVE EXISTING SIGN (N) AND SIGN SUPPORT (M)
- INSTALL NEW SIGN (N) ON NEW SIGN SUPPORT (M)
- MAINTAIN AND PROTECT EXISTING SIGN (N) AND SUPPORT
- REINSTALL EXISTING SIGN (N) ON NEW SIGN SUPPORT (M)

STRIPING LEGEND

- INSTALL 4" WHITE LINE FOR DETAILS, SEE ODOT TM500
- INSTALL DOUBLE NO-PASS POSITION GUIDE REFLECTORS (BI-DIRECTIONAL RECESSED) WITH TWO 4" YELLOW LINES FOR DETAILS, SEE ODOT TM502
- NOTES:
SEE SHTS. SS-6 & SS-7 FOR SIGNING DETAILS.

SIGNALS AND POLES LEGEND

- INSTALL (S=SIZE) INCH FLASHING YELLOW BEACON
- INSTALL (W=WATT) POST MOUNT SOLAR PANEL



PERMANENT SIGNING & STRIPING
 S CENTRAL POINT RD AND S NEW ERA RD
 INTERSECTION REALIGNMENT

CLACKAMAS COUNTY
 DEPT. OF TRANSPORTATION
 AND DEVELOPMENT
 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045

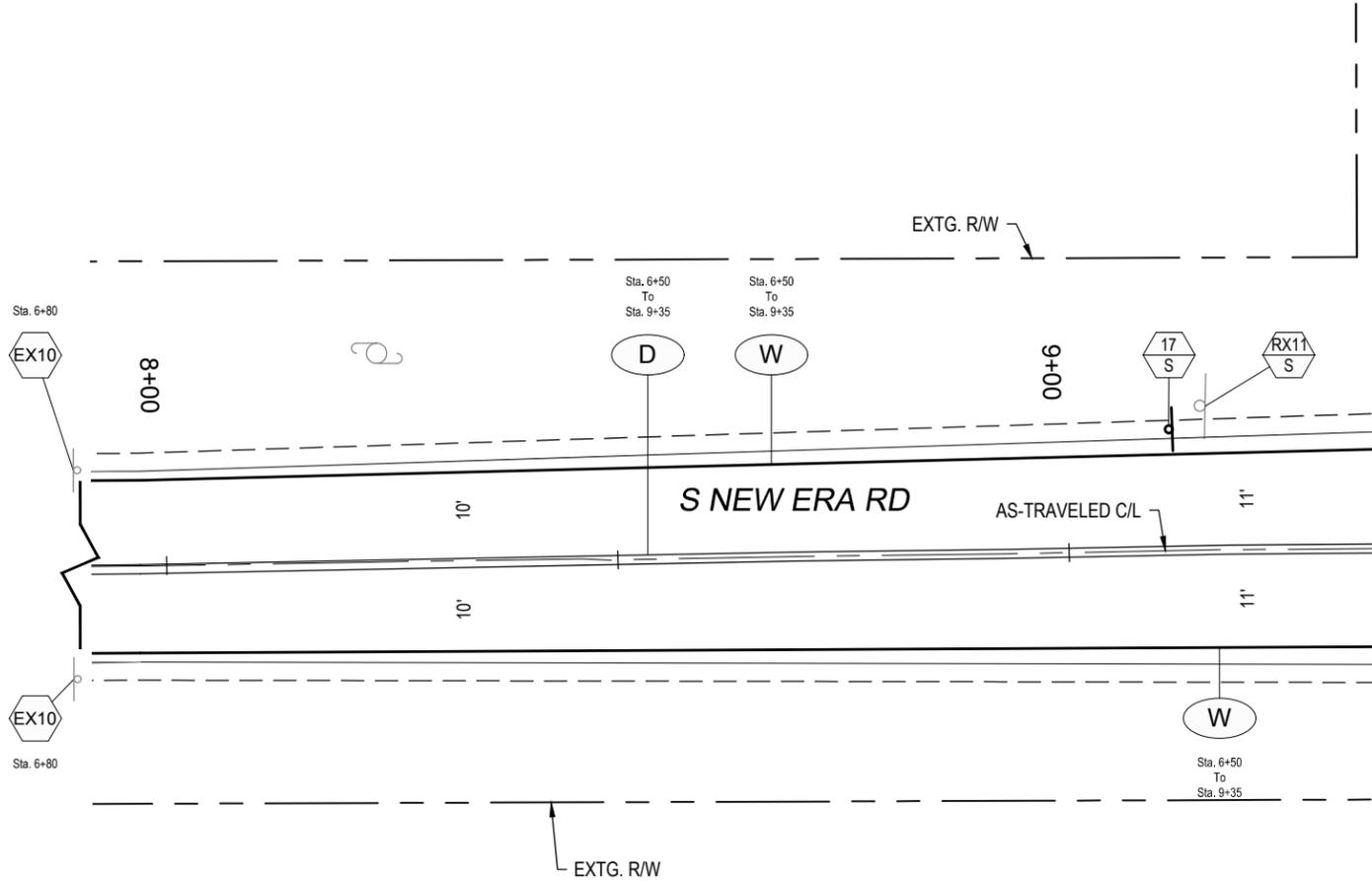
DAN JOHNSON
 DIRECTOR

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 CHECKED BY: DTD

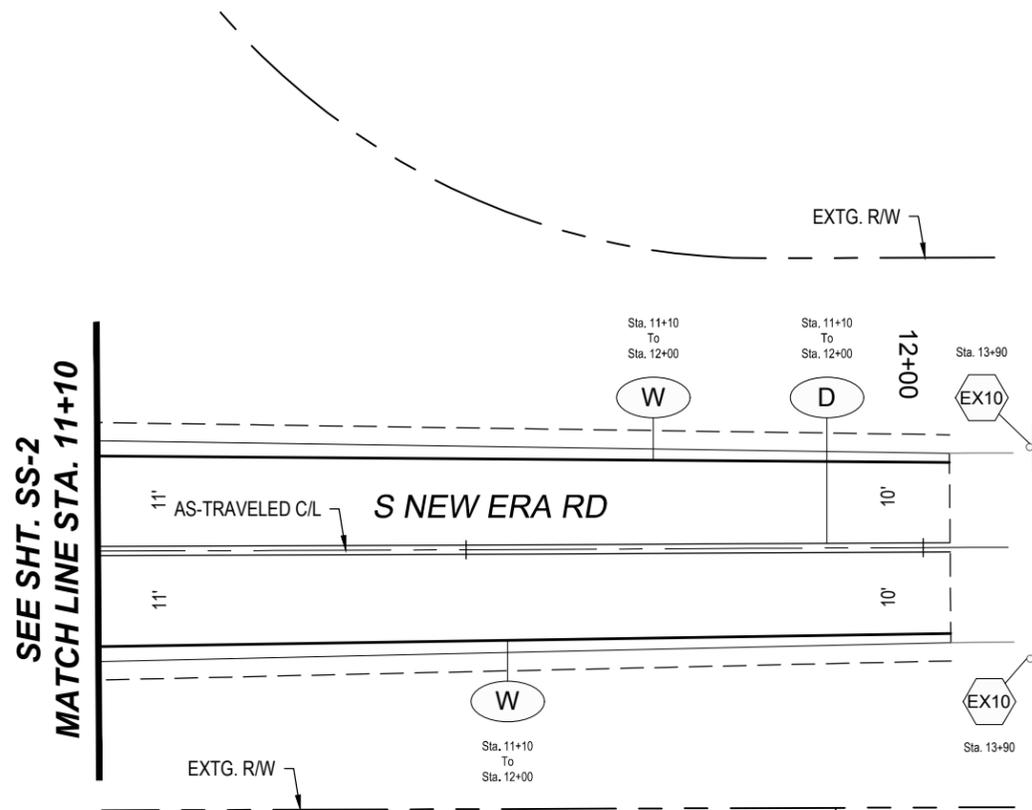
REVISIONS

Sheet No. **SS-4**

DATE: FEBRUARY 2021 PROJECT NO.: CI-22254



MATCH LINE STA. 9+35
SEE SHT. SS-2



SEE SHT. SS-2
MATCH LINE STA. 11+10

SIGN SUPPORT LEGEND

- W WOOD
- S PERFORATED STEEL SQUARE TUBE ANCHOR SIGN SUPPORTS

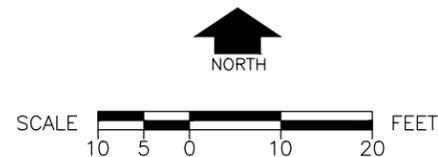
SIGNING LEGEND

- REMOVE AND SAVE EXISTING SIGN (N) AND SIGN SUPPORT (M)
- REINSTALL EXISTING SIGN (N) AND SIGN SUPPORT (M)
- REMOVE EXISTING SIGN (N) AND SIGN SUPPORT (M)
- INSTALL NEW SIGN (N) ON NEW SIGN SUPPORT (M)
- MAINTAIN AND PROTECT EXISTING SIGN (N) AND SUPPORT

STRIPING LEGEND

- INSTALL 4" WHITE LINE FOR DETAILS, SEE ODOT TM500
- INSTALL DOUBLE NO-PASS TWO 4" YELLOW LINES FOR DETAILS, SEE ODOT TM500

NOTES:
SEE SHTS. SS-6 & SS-7 FOR SIGNING DETAILS.



PERMANENT SIGNING & STRIPING
S CENTRAL POINT RD AND S NEW ERA RD INTERSECTION REALIGNMENT

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

DAN JOHNSON
DIRECTOR

DESIGNED BY: JH
DRAFTED BY: JH
CHECKED BY: DTD

REVISIONS

Sheet No. **SS-5**

DATE: FEBRUARY 2021 PROJECT NO.: CI-22254



CROSS TRAFFIC
DOES NOT STOP

SIGN 1

S Central Point RD

SIGN 2

S New Era RD

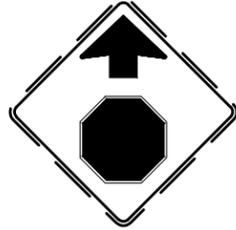
SIGN 3

New Era →
Canby →

SIGN 4

↑ Oregon City
← New Era

SIGN 5



SIGN 6

99E
INCIDENT
ROUTE
→

SIGN 7



40
M.P.H.

SIGN 8



SIGN 9



Central Point RD

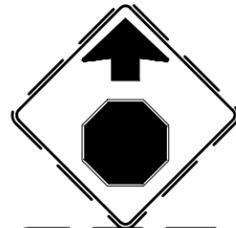
SIGN 10

LEGEND:



SHARE
THE
ROAD

SIGN 11



New Era Rd

SIGN 12

PERMANENT SIGNING DETAILS

S CENTRAL POINT RD AND S NEW ERA RD
INTERSECTION REALIGNMENT

DATE: FEBRUARY 2021 PROJECT NO.: CI-22254

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



DAN JOHNSON DIRECTOR

DESIGNED BY: JH

DRAFTED BY: JH

CHECKED BY: DTD

REVISIONS



EXPIRES 06-30-2021



CROSS TRAFFIC
DOES NOT STOP

R1-1
36x36
W4-4P
24x12
SIGN



D3-1
60x12
SIGN



D3-1
48x12
SIGN



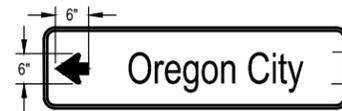
24x30
SIGN



W11-1
30x30
SIGN



W16-1P
24x18
SIGN



D1-1
54x12
SIGN



24x24
SIGN



R2-1
30x36
SIGN



LEGEND:



EXPIRES 06-30-2021

PERMANENT SIGNING DETAILS
S CENTRAL POINT RD AND S NEW ERA RD
INTERSECTION REALIGNMENT

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

DAN JOHNSON
DIRECTOR

DESIGNED BY: JH
DRAFTED BY: JH
CHECKED BY: DTD

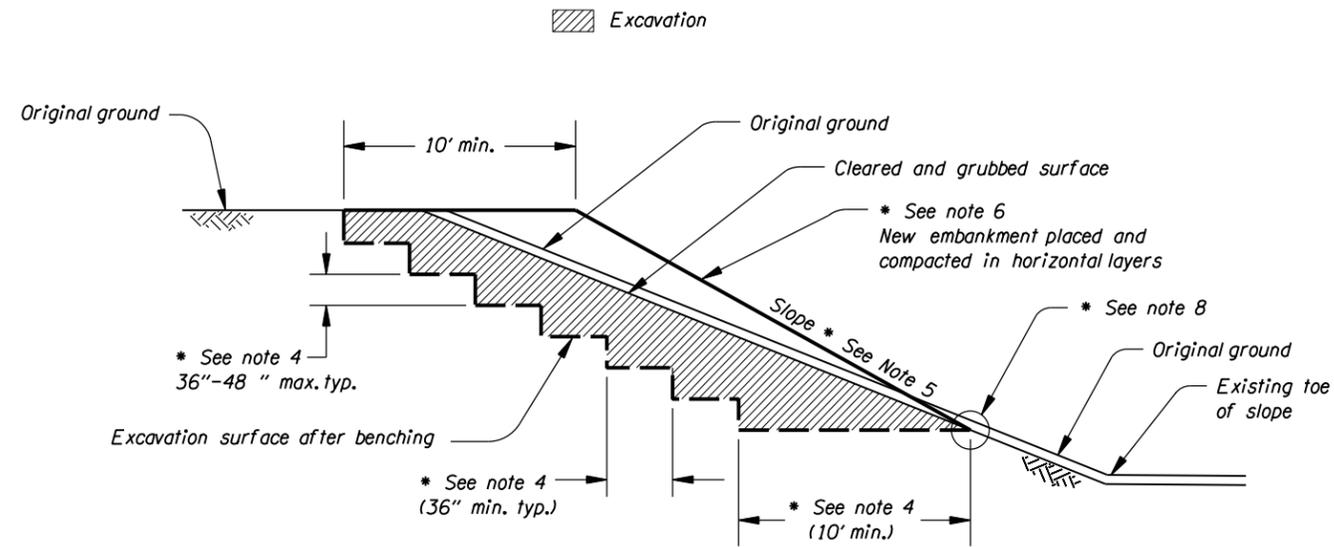
REVISIONS

Sheet No. **SS-7**

DATE: FEBRUARY 2021 PROJECT NO.: CI-22254

SLIVER FILL BENCHING DETAIL

(Not to scale: Diagrammatic only)



Sliver fill general notes:

1. Construct benches on slopes steeper than 1:5 (v:h) to provide positive bond with existing ground.
2. Benching work is incidental to embankment construction.

** Sliver fill notes to designers:*

3. Geotechnical Engineer shall evaluate embankment, slope and overall stability, foundation bearing capacity and settlement.
4. Final bench and keyway dimensions to be determined by geotechnical engineer.
5. Maximum finish slope inclinations to be determined by the geotechnical engineer.
6. Embankment (fill) material to be determined by the geotechnical engineer.
7. This detail may require removal of part of existing paved roadway.
8. This detail applies to embankments which toe out at a height greater than 5' above the existing toe of slope. Use Standard Embankment Construction detail (DET 2100) for embankments which toe out 5' or less above the existing toe of slope.

DET2101 10-07-2009

DET 2101

The selection and use of this detail, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

OREGON DEPARTMENT OF TRANSPORTATION
TECHNICAL SERVICES
DETAILS

SLIVER FILL
BENCHING DETAIL

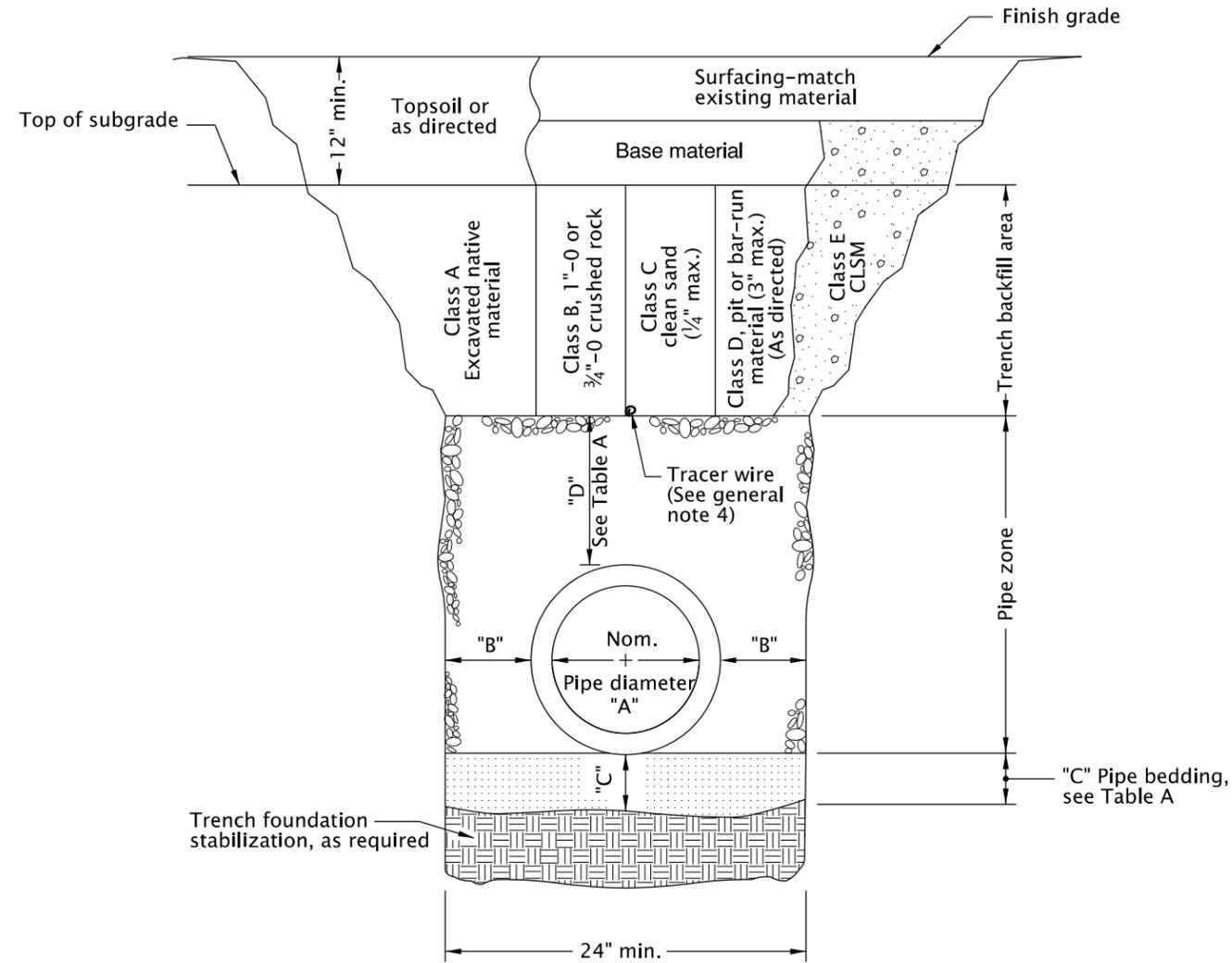
DETAIL NO.

DET2101

TABLE A

"A" (in)	"B" (in)	"C" (in)	"D" (in)
4	10	4	8
6	10	4	8
8	10	6	10
10	10	6	10
12	12	6	10
15	12	6	10
18	16	6	12
21	16	6	12
24	18	6	12
30	18	6	12
36	24	6	14
42	24	6	14
48	24	6	14
54	24	6	14
60	24	6	14
66	24	6	14
72	24	6	14

For pipes over 72" diameter, see general note 3.



MULTIPLE INSTALLATIONS	
DIAMETER	MIN. SPACE BETWEEN PIPES
Up to 48"	24"
48" to 72"	One half (1/2) dia. of pipe

GENERAL NOTES FOR ALL DETAILS:

1. Surfacing of paved areas shall comply with street cut Std. Dwg. RD302.
2. For pipe installation in embankment areas where the trench method will not be used and the pipe is ≥ 36 " diameter, increase dimension "B" to nominal pipe diameter.
3. Pipes over 72" diameter are structures, and are not applicable to this drawing.
4. See Std. Dwg. RD336 for tracer wire details (When required).

CALC. BOOK NO. N/A

BASELINE REPORT DATE 14-JUL-2014

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

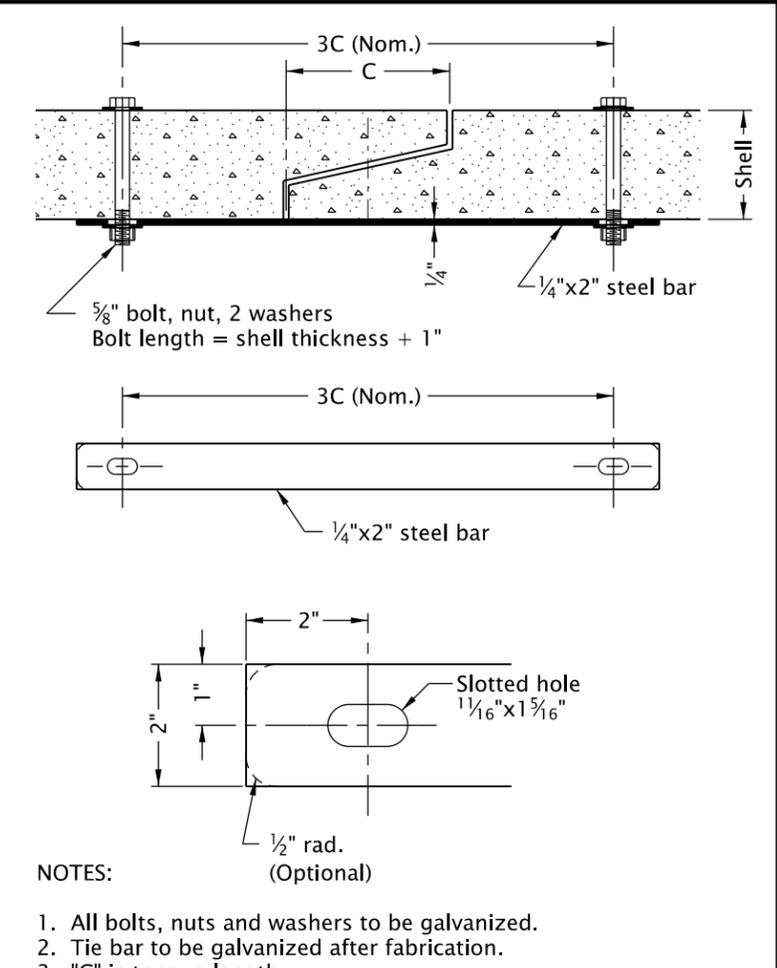
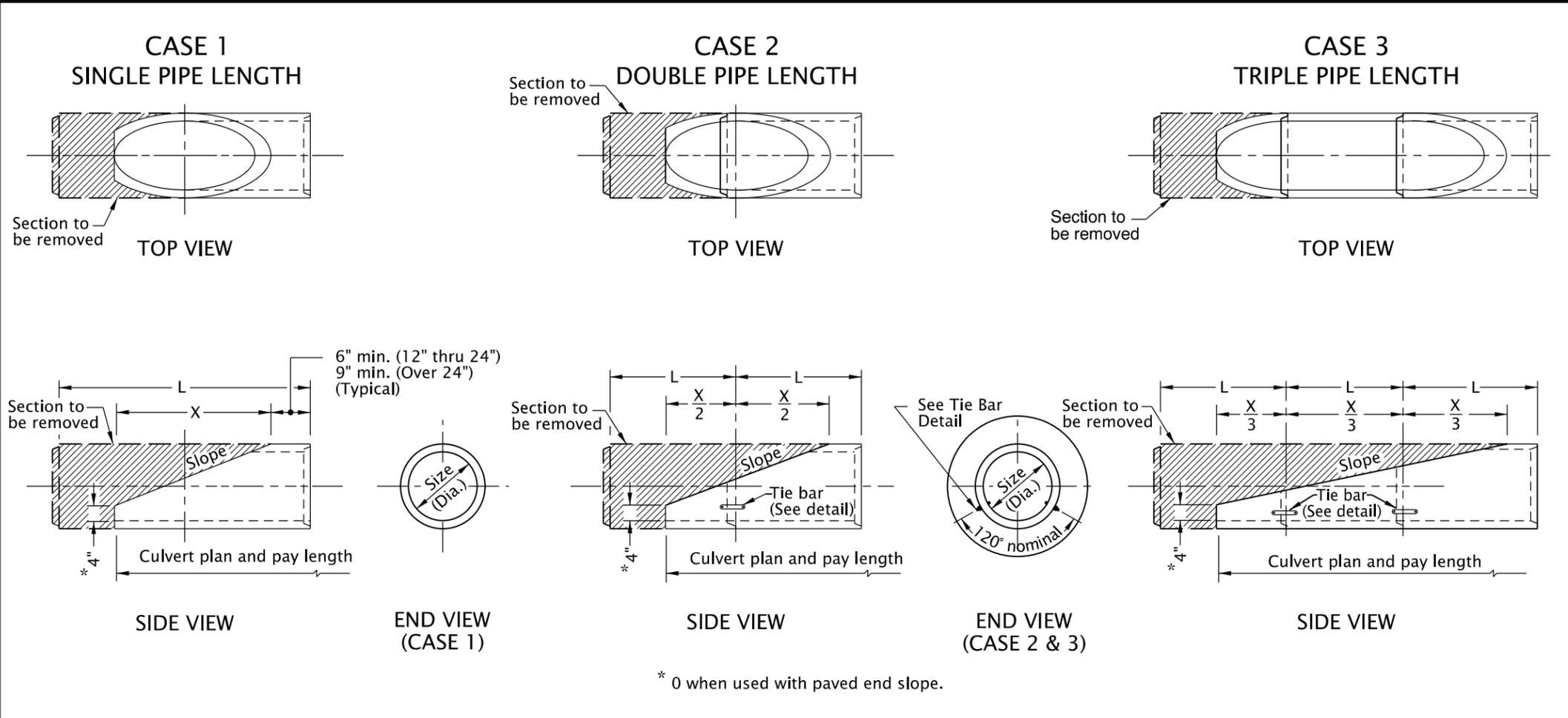
The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

**OREGON STANDARD DRAWINGS
TRENCH BACKFILL, BEDDING,
PIPE ZONE AND MULTIPLE
INSTALLATIONS**

2018

DATE	REVISION	DESCRIPTION

rd318.dgn 25-JUL-2017



- NOTES:
1. All bolts, nuts and washers to be galvanized.
 2. Tie bar to be galvanized after fabrication.
 3. "C" is tongue length.
 4. Install 2 tie bars at each joint (See end view, Case 2 & 3).
- TIE BAR DETAIL**

- GENERAL NOTES FOR ALL DETAILS:
1. For dimensions indicated by letter, see Table A.
 2. Open ends of pipes normally require a site specific design, and may require special treatment (Slope ends, culvert embankment protection, paved end slopes, safety end sections, or other measures). See special details or Standard Drawings as called for on plans.
 3. See Std. Dwg. RD317 for culvert embankment protection and riprap pads (When reqd.).

NOTE:
Sloped ends shall be made from minimum Class III concrete pipe.
"X" Values shown are for vertical dimension at bottom of sloped end = 0.

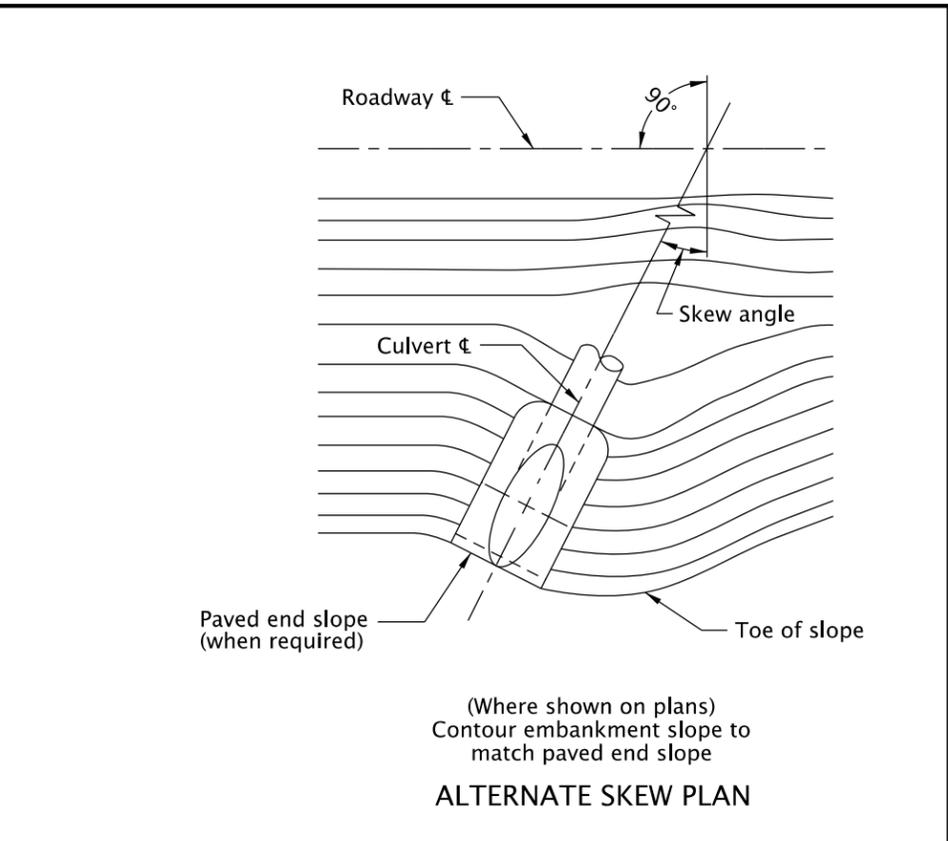
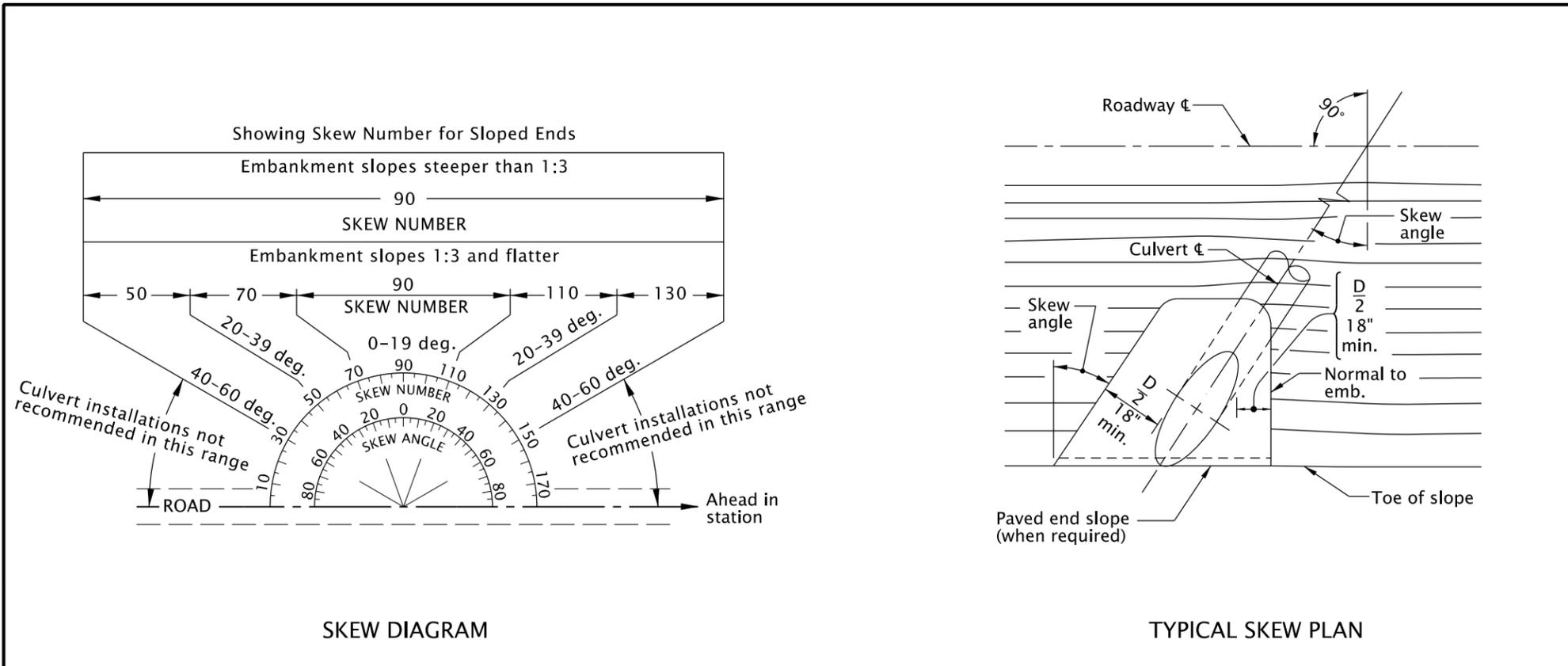
TABLE A

SIZE (Diameter)	SLOPE																		SIZE (Diameter)	
	1:1.5		1:2		1:2.5		1:3		1:4			1:6								
	X	L (Min.)	L (Min.)	X	L (Min.)	L (Min.)	X	L (Min.)	L (Min.)	X	L (Min.)	L (Min.)	L (Min.)	X	L (Min.)	L (Min.)	L (Min.)			
DIMENSION IN INCHES																				
12	18	36	36	24	36	36	30	48	36	36	72	36	48	72	36		72	90	48	12
15	22.5	36	36	30	48	36	37.5	72	36	45	72	36	60	72	36		90	90	72	15
18	27	48	36	36	48	36	45	72	36	54	72	36	72	90	48		108		72	18
21	31.5	48	36	42	72	36	52.5	72	36	63	90	48	84		72		126		90	21
24	36	48	36	48	72	36	60	90	48	72	90	48	96		72		144		90	24
27	40.5	72	36	54	72	36	67.5	90	48	81		72	108		72		162			27
30	45	72	36	60	90	48	75		48	90		72	120		90		180		72	30
33	49.5	72	36	66	90	48	82.5		72	99		72	132		90		198		90	33
36	54	72	36	72	90	48	90		72	108		72	144		90		216		90	36
42	63	90	48	84		72	105		72	126		90	168		72	252			90	42
48	72	90	48	96		72	120		90	144		90	192		90	288				48
54	81		72	108		72	135		90				216		90	324				54

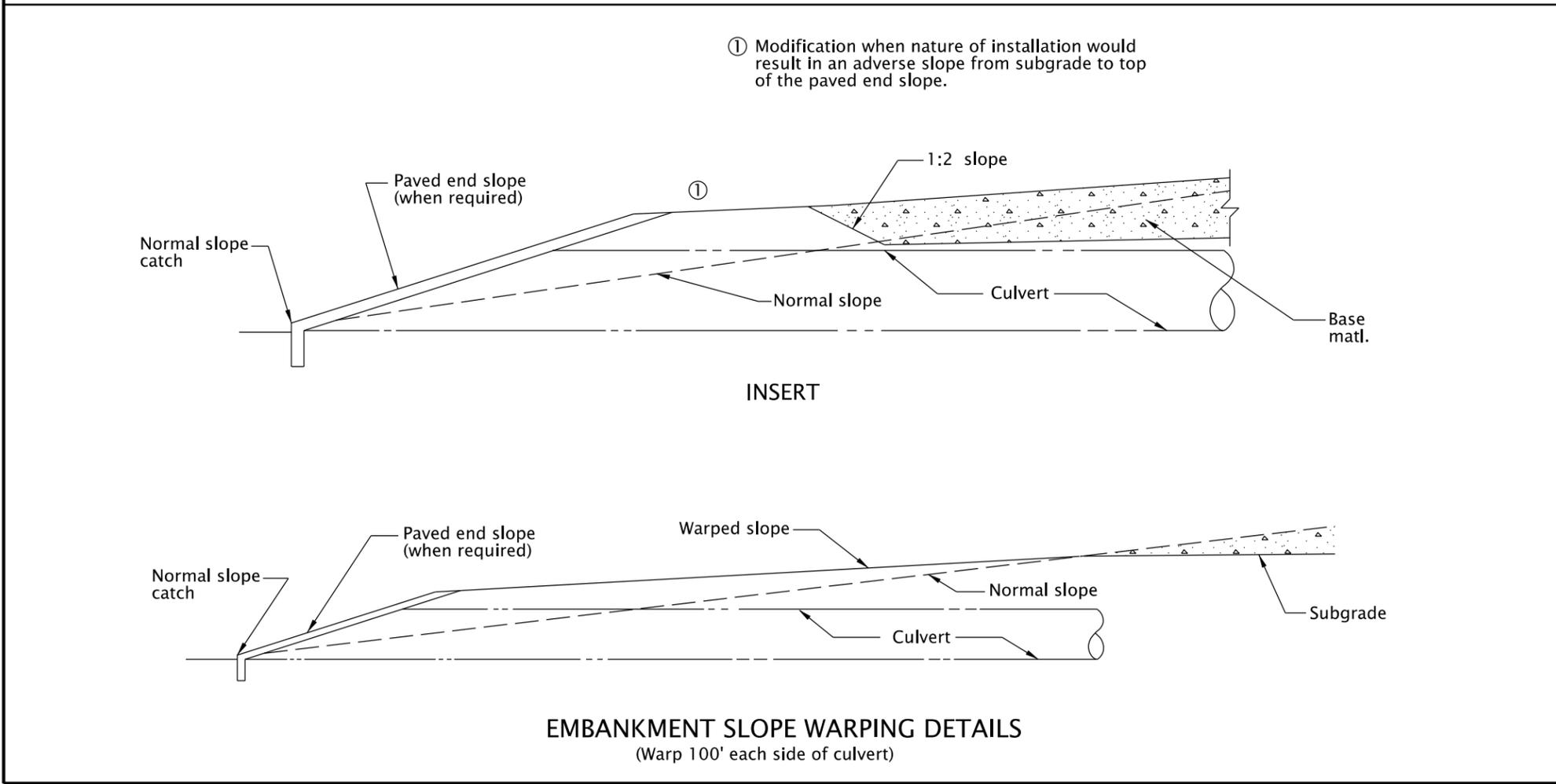
CALC. BOOK NO. <u> N/A </u>	BASELINE REPORT DATE <u> 15-JAN-2016 </u>
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications	
OREGON STANDARD DRAWINGS	
SLOPED ENDS FOR CONCRETE PIPE	
2018	
DATE	REVISION DESCRIPTION

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

rd319.dgn 25-JUL-2017



RD319

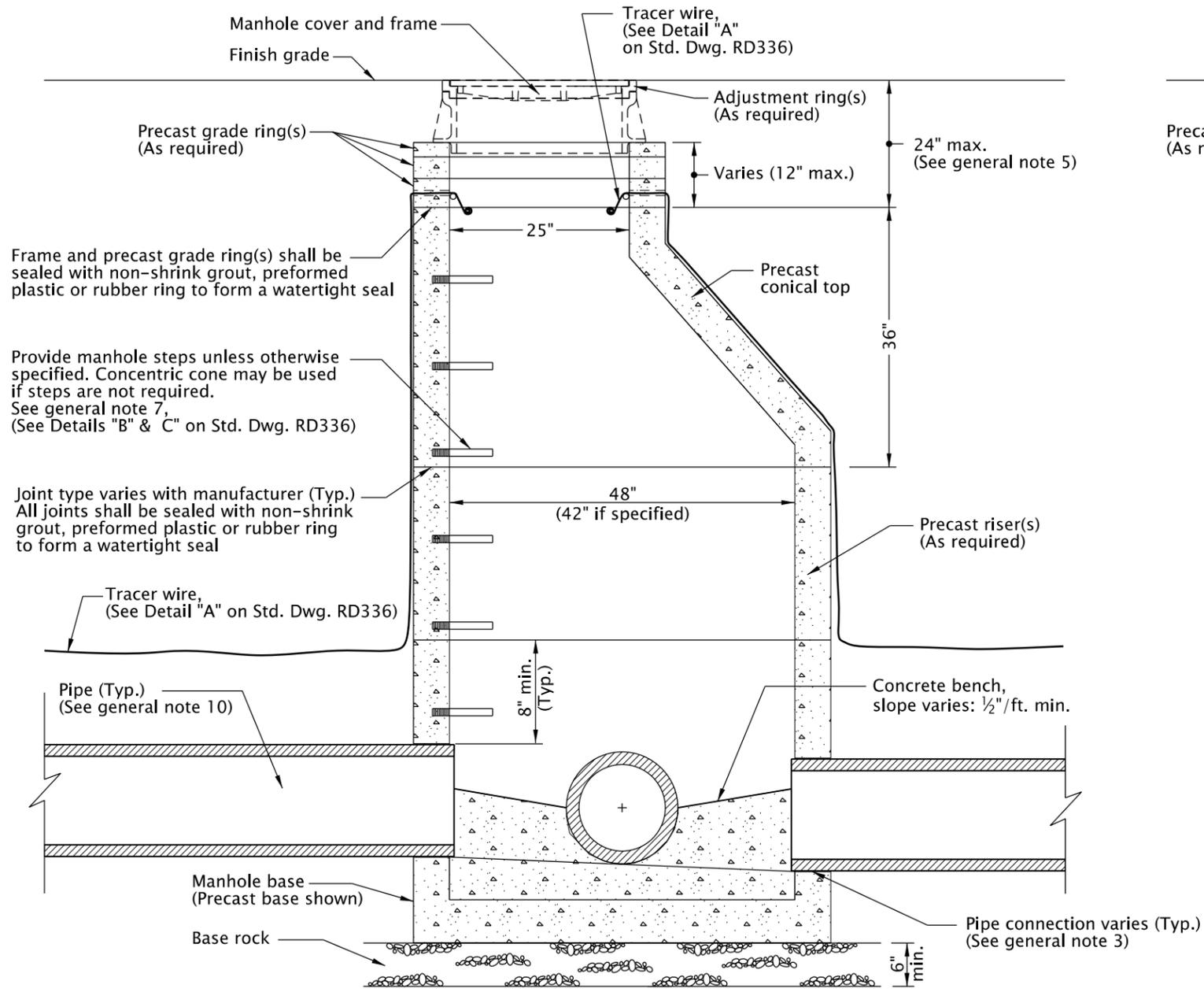


GENERAL NOTES:

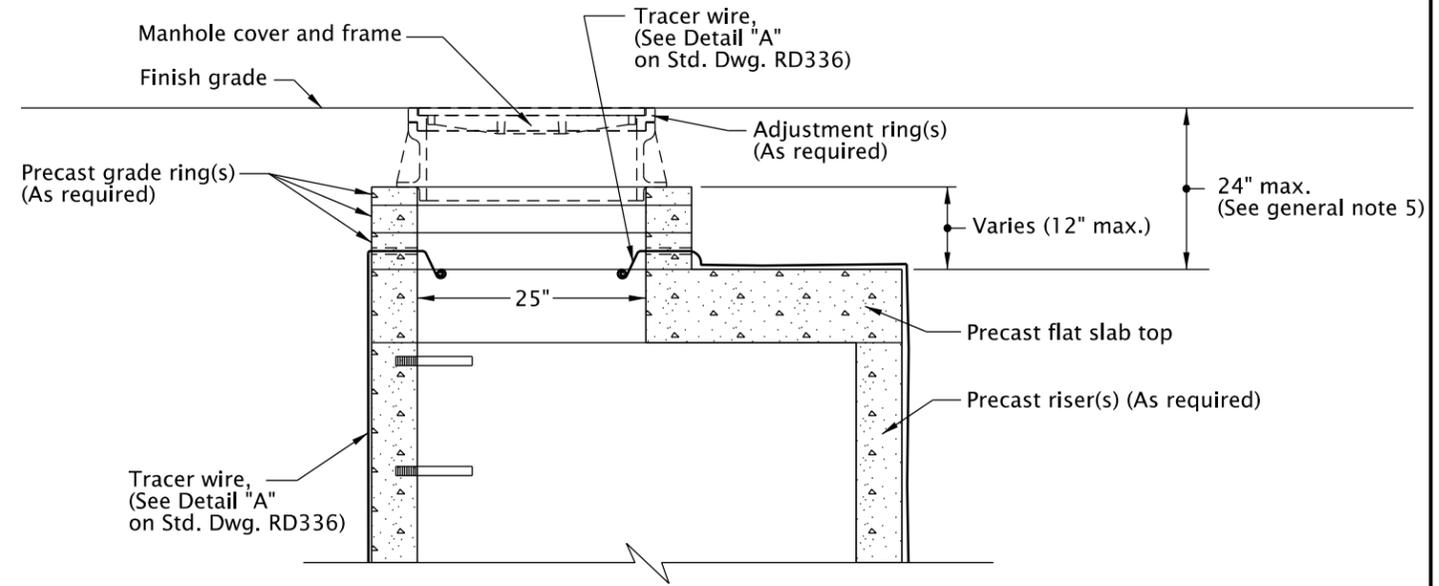
1. All embankment slopes to be warped where required to provide end projections as shown.
2. Open ends of pipes normally require a site specific design, and may require special treatment (Sloped ends, culvert embankment protection, paved end slopes, safety end sections, or other measures). See special details or Standard Drawings as called for on plans.
3. See Std. Dwg. RD317 for culvert embankment protection and riprap pads (When reqd.).

CALC. BOOK NO. N/A	BASELINE REPORT DATE 15-JAN-2016									
<p><i>The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.</i></p>	NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications									
	OREGON STANDARD DRAWINGS									
	MISCELLANEOUS CULVERT DETAILS									
	2018									
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DATE	REVISION DESCRIPTION									

rd335.dgn 21-JUN-2019



MANHOLE WITH PRECAST CONICAL TOP



MANHOLE WITH PRECAST FLAT SLAB TOP

GENERAL NOTES FOR ALL DETAILS ON THIS SHEET:

1. All precast products shall conform to requirements of ASTM C478.
2. Standard precast manhole section diameter shall be 48". Use 42" if specified by the Engineer.
3. See Std. Dwg. RD345 for pipe to manhole connections.
4. See Std. Dwg. RD344 for manhole base section.
5. Adjust 24" maximum.
6. All connecting pipes shall have a tracer wire, or approved alternate.
7. See Std. Dwg. RD336 for manhole steps.
8. See Std. Dwg. RD336 for details not shown.
9. See Std. Dwg. RD356 for manhole covers and frames, manhole adjustment rings, etc.
10. Max. pipe diameter varies with pipe material.
11. See Std. Dwg. RD342 for shallow manholes.
12. Location, elevation, diameter, slope, and number of pipe(s) varies, see project plans.

CALC. BOOK NO. N/A BASELINE REPORT DATE 21-JUN-2019

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

OREGON STANDARD DRAWINGS
STANDARD STORM SEWER MANHOLE

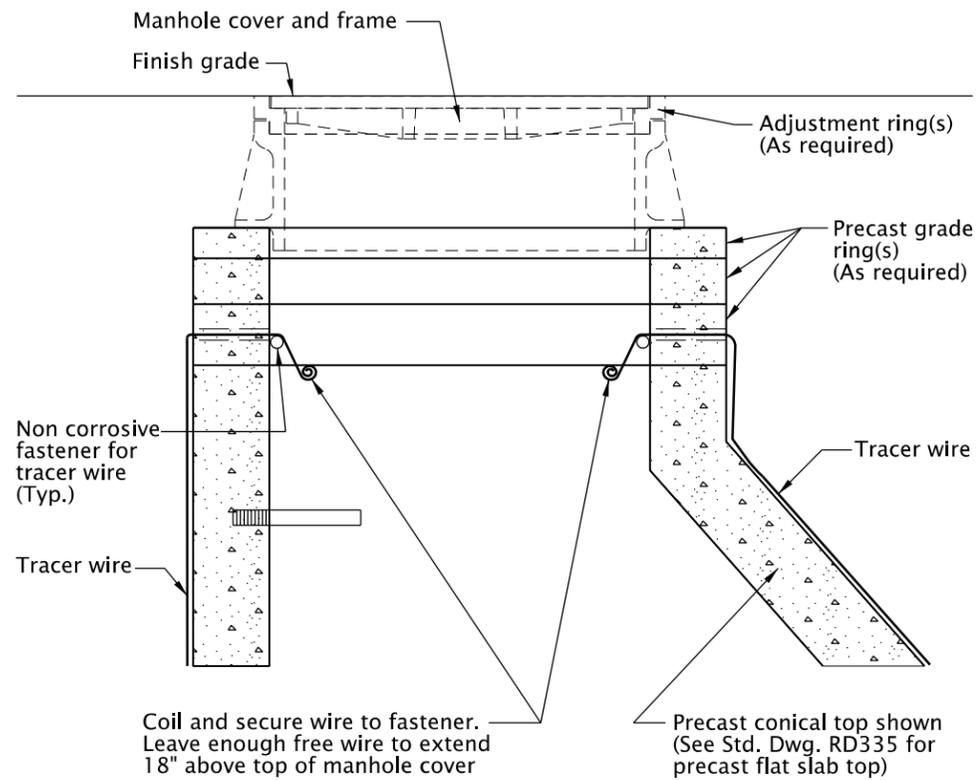
2018

DATE	REVISION	DESCRIPTION
01-2019	REVISED NOTE	
06-2019	ADDED DETAIL TITLES	

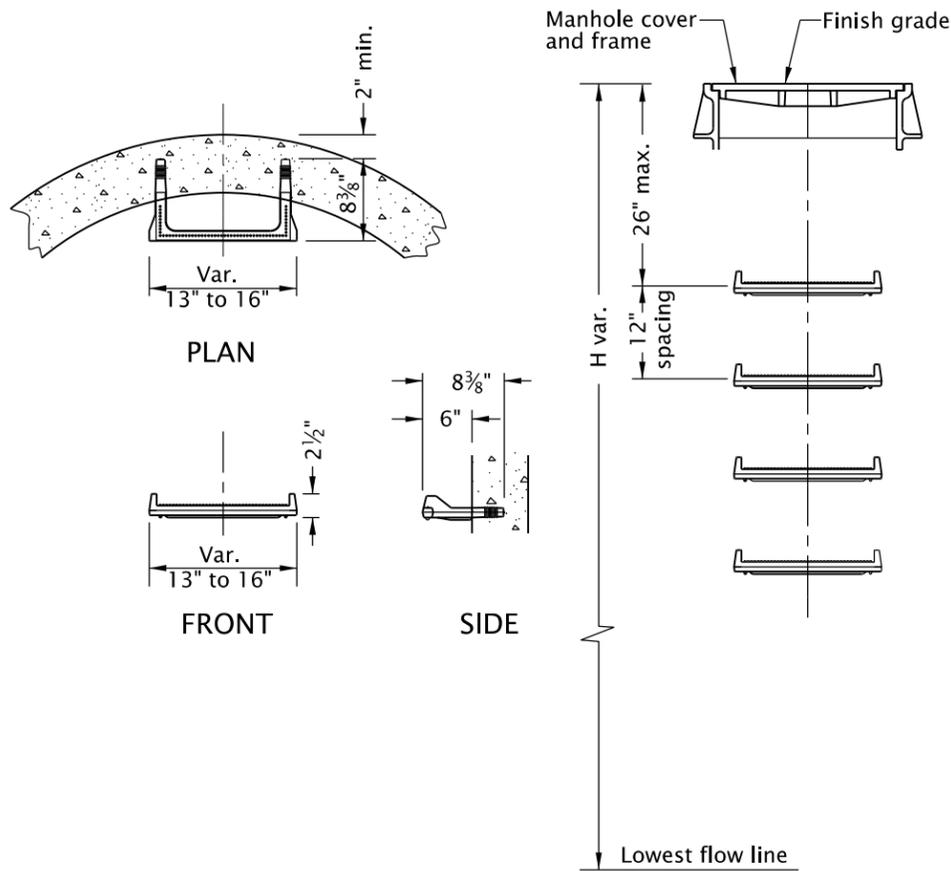
The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

RD335

rd336.dgn 16-JAN-2018

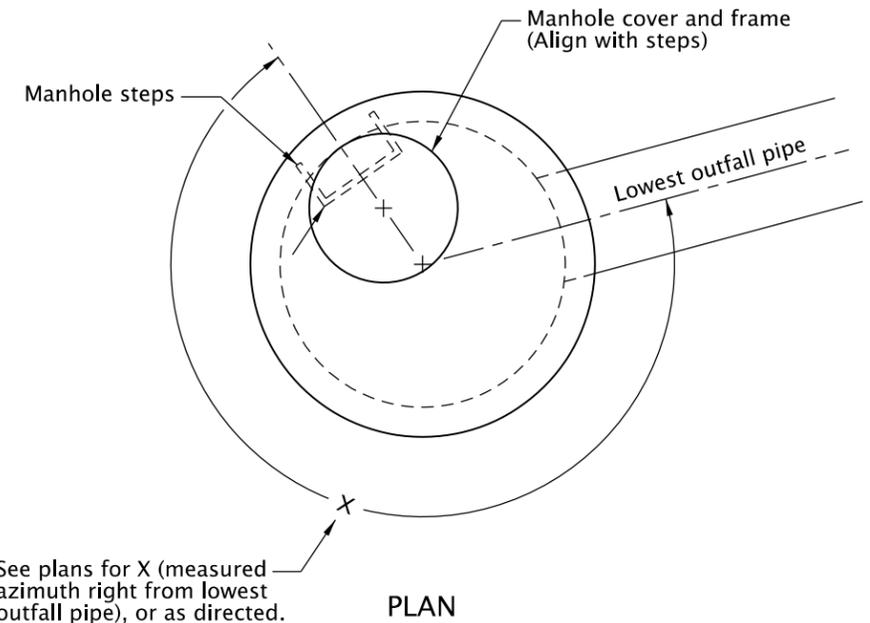


DETAIL "A"
TRACER WIRE
(See general note 6)



See ODOT's QPL for acceptable alternate manhole steps.
NOTE: No conflict with pipe align with available shelf.

DETAIL "B"
MANHOLE STEPS
(See general note 7)



DETAIL "C"
PRECAST CONICAL TOP
OR
PRECAST FLAT SLAB TOP
AND MANHOLE STEPS ORIENTATION
(See general note 7)

GENERAL NOTES FOR ALL DETAILS ON THIS SHEET:

1. All precast products shall conform to requirements of ASTM C478.
2. Standard precast manhole section diameter shall be 48". Use 42" if specified by the Engineer.
3. See Std. Dwg. RD345 for pipe to manhole connections.
4. See Std. Dwg. RD344 for manhole base section.
5. Adjust 24" maximum.
6. All connecting pipes shall have a tracer wire, or approved alternate. Place tracer wire directly over pipe centerline and on top of the pipe zone material.

7. Steps shall conform to requirements of ASTM C478. When H=42" or less omit steps. See Detail "C" for alignment of steps, and manhole cover and frame.
8. See Std. Dwg. RD335 for details not shown.
9. See Std. Dwg. RD356 for manhole covers and frames, manhole adjustment rings, etc.
10. Max. pipe diameter varies with pipe material.
11. See Std. Dwg. RD342 for shallow manholes.
12. See project plans for details not shown.

CALC. BOOK NO. N/A

BASELINE REPORT DATE 16-JAN-2019

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

OREGON STANDARD DRAWINGS
STANDARD MANHOLE DETAILS

2018

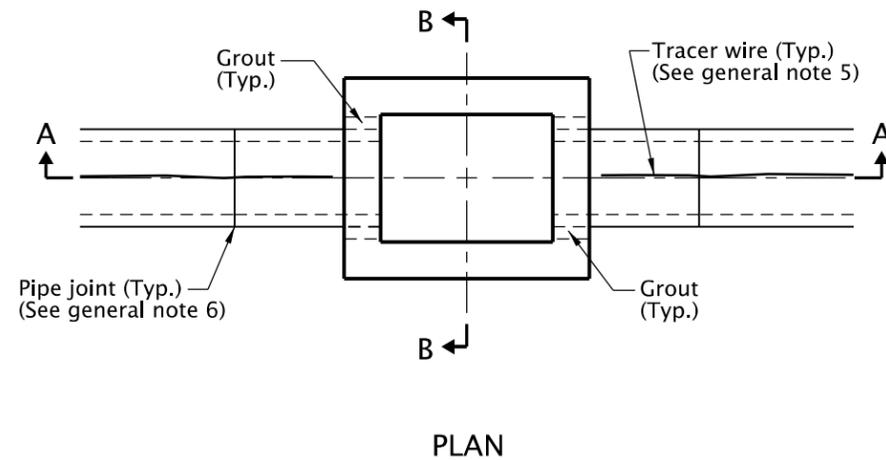
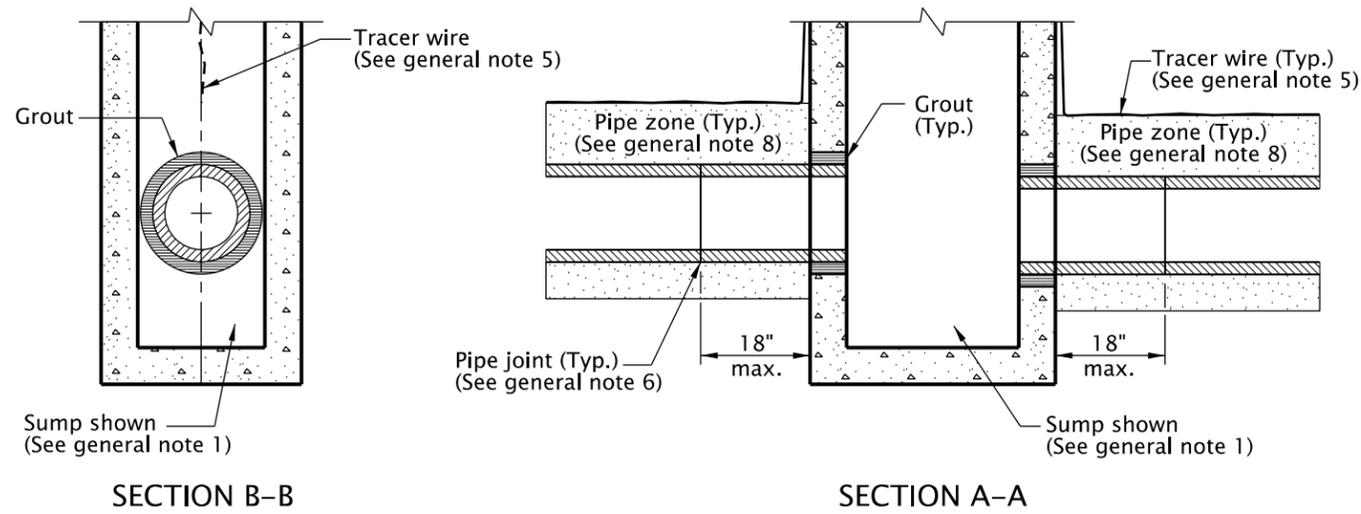
DATE	REVISION	DESCRIPTION
01-2019	REVISED NOTES	

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

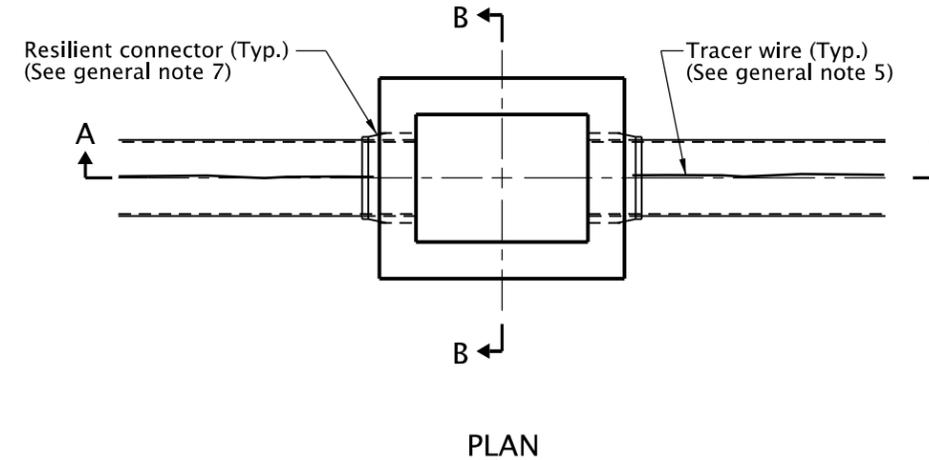
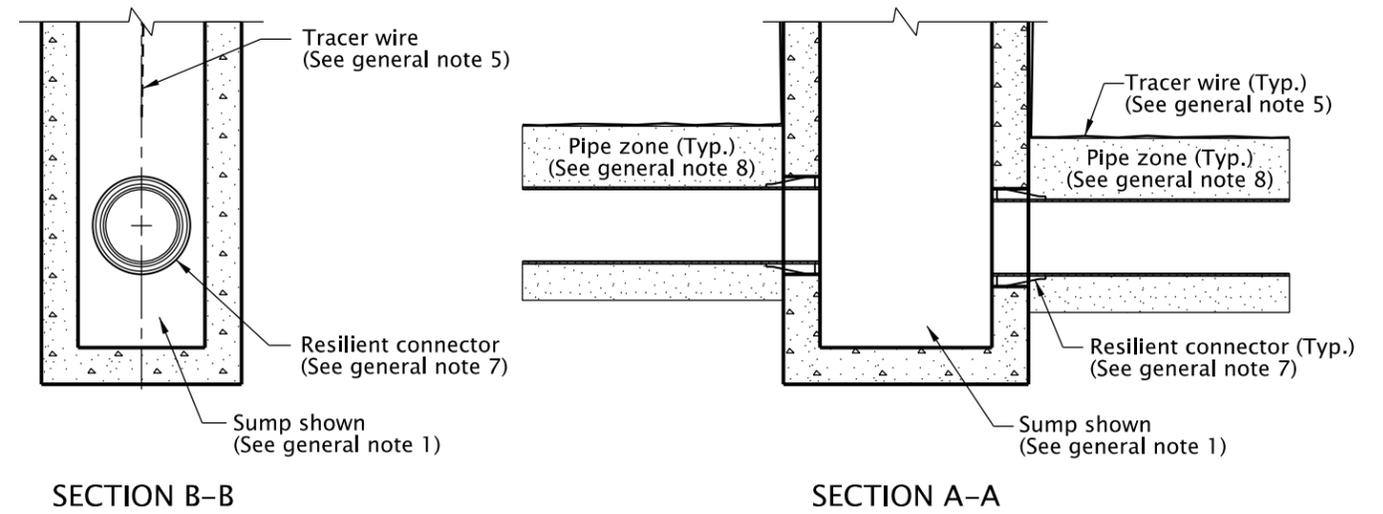
RD336

rd339.dgn 25-JUL-2017

RD339



CONNECTION OF RIGID PIPE TO STRUCTURE



CONNECTION OF FLEXIBLE PIPE TO STRUCTURE

GENERAL NOTES FOR ALL DETAILS:

1. See Std. Dwgs. RD364, RD365, and RD366 for inlet details not shown.
2. See appropriate standard drawings or special project details for other similar structures.
3. Location, elevation, diameter, slope, and number of pipe(s) varies, see project plans.
4. Max. pipe diameter varies with pipe material.
5. All connecting pipes shall have a tracer wire, or approved alternate. See Std. Dwg. RD336 for tracer wire details.
6. When rigid pipe is used, the connecting pipe shall have a flexible, gasketed and unrestrained joint within 18" of manhole wall. Joint type varies with manufacturer.
7. When flexible pipe is used, install resilient connectors conforming to requirements of ASTM C923.
8. Pipe zone varies, see Std. Dwg. RD300.

CALC. BOOK NO. N/A

BASELINE REPORT DATE 14-JUL-2014

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

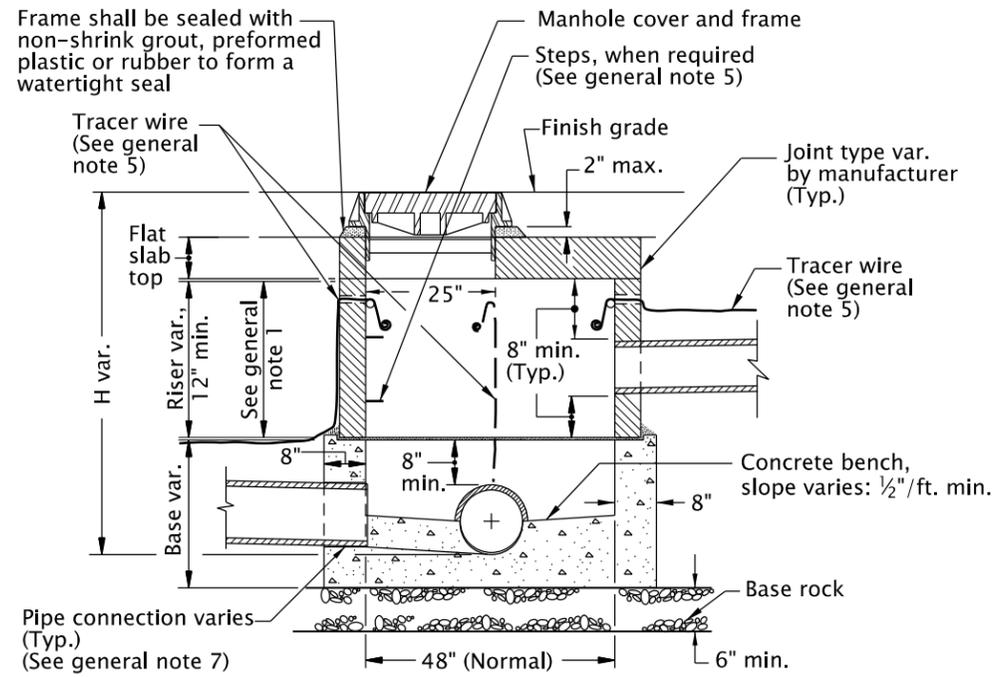
OREGON STANDARD DRAWINGS
PIPE TO STRUCTURE CONNECTIONS

2018

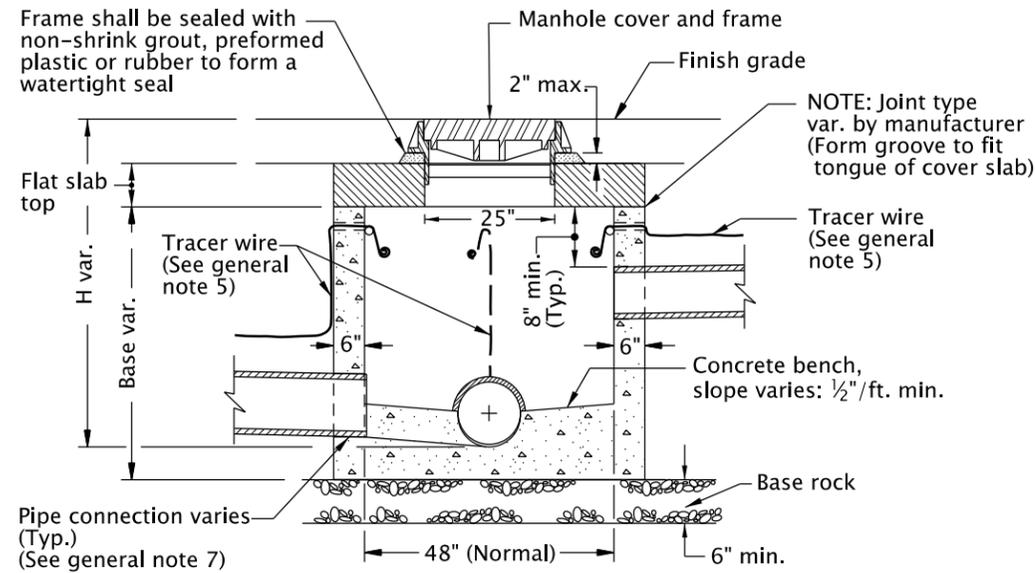
DATE	REVISION DESCRIPTION

rd342.dgn 25-JUL-2017

RD342



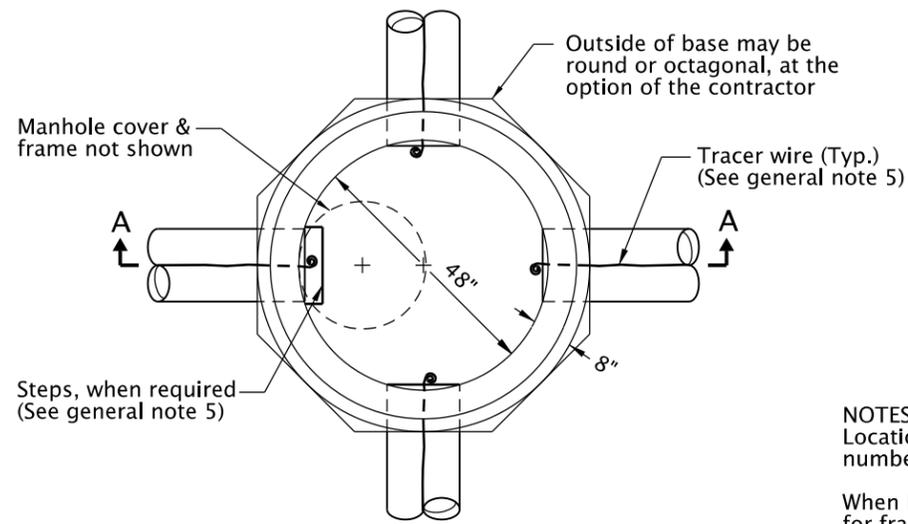
SECTION A-A
(Base, Riser & Flat Slab Top)



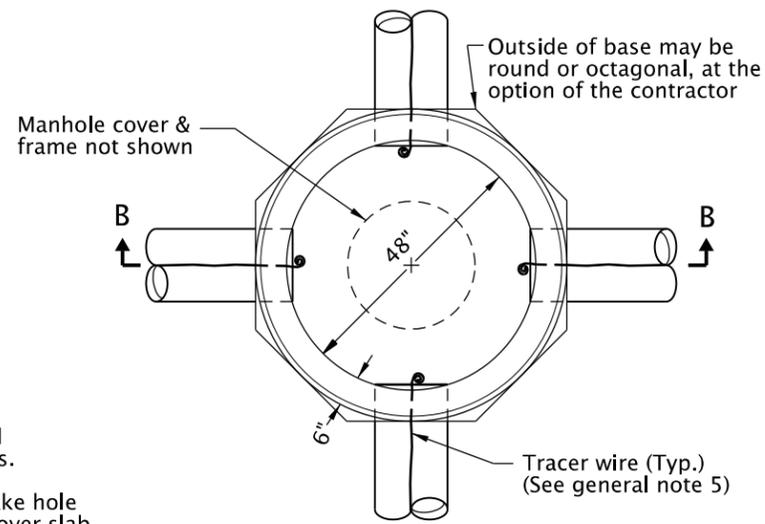
SECTION B-B
(Base & Flat Slab Top)

LEGEND
(See general note 3)

Cast-in-Place concrete	
Precast concrete	
1: 2 cement mortar	
Sewer pipe	



TOP VIEW
(Base, Riser & Flat Slab Top)



TOP VIEW
(Base & Flat Slab Top)

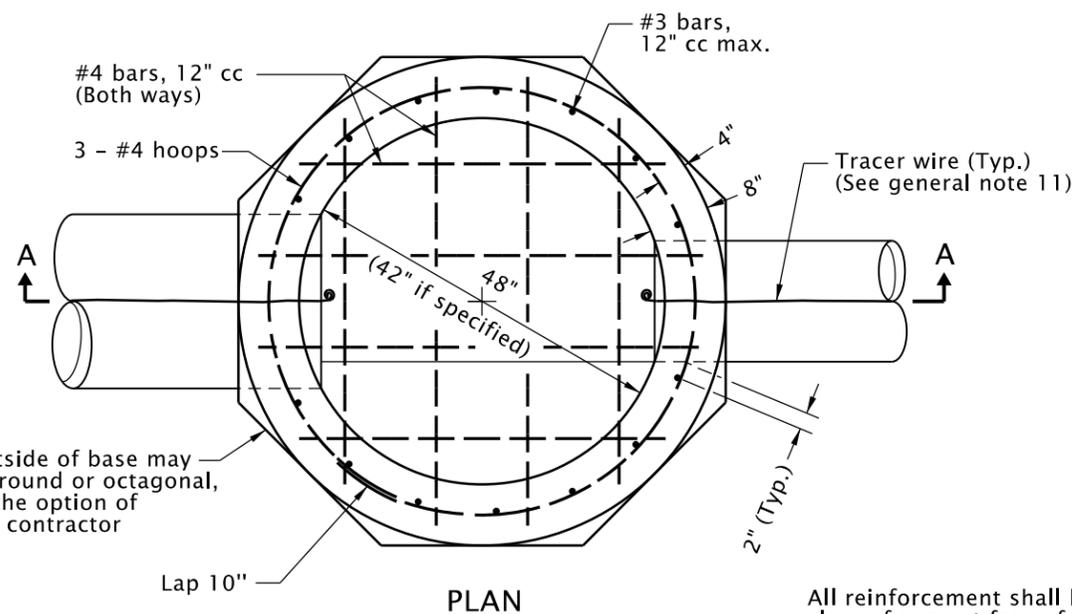
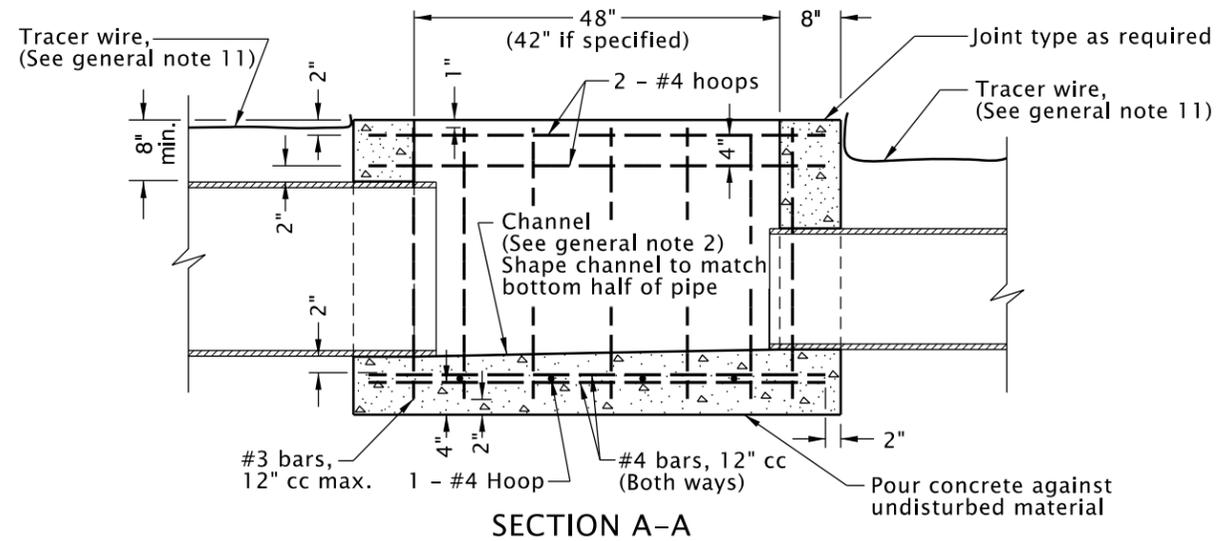
NOTES:
Location, elevation, and number of pipe(s) varies.
When H=42" or less make hole for frame in center of cover slab.
When H=42" or less omit steps.

- GENERAL NOTES FOR ALL DETAILS:**
1. Minimum length if laterals or connections are inserted: outside diameter of pipe + 17".
 2. Use Section B-B when length of riser becomes less than minimum shown.
 3. Base may be precast or cast-in-place.
 4. All precast products shall conform to the requirements of ASTM C478.
 5. See Std. Dwg. RD336 for details not shown.
 6. See Std. Dwg. RD344 for manhole base section.
 7. See Std. Dwg. RD345 for pipe to manhole connections.
 8. See Std. Dwg. RD356 for manhole covers and frames.
 9. All concrete shall be commercial grade concrete.
 10. Max. pipe diameter varies with pipe material.
 11. Location, elevation, diameter, slope, and number of pipe(s) varies, see project plans.

CALC. BOOK NO. N/A	BASELINE REPORT DATE 21-JUL-2015
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications	
OREGON STANDARD DRAWINGS	
SHALLOW MANHOLES	
2018	
DATE	REVISION DESCRIPTION

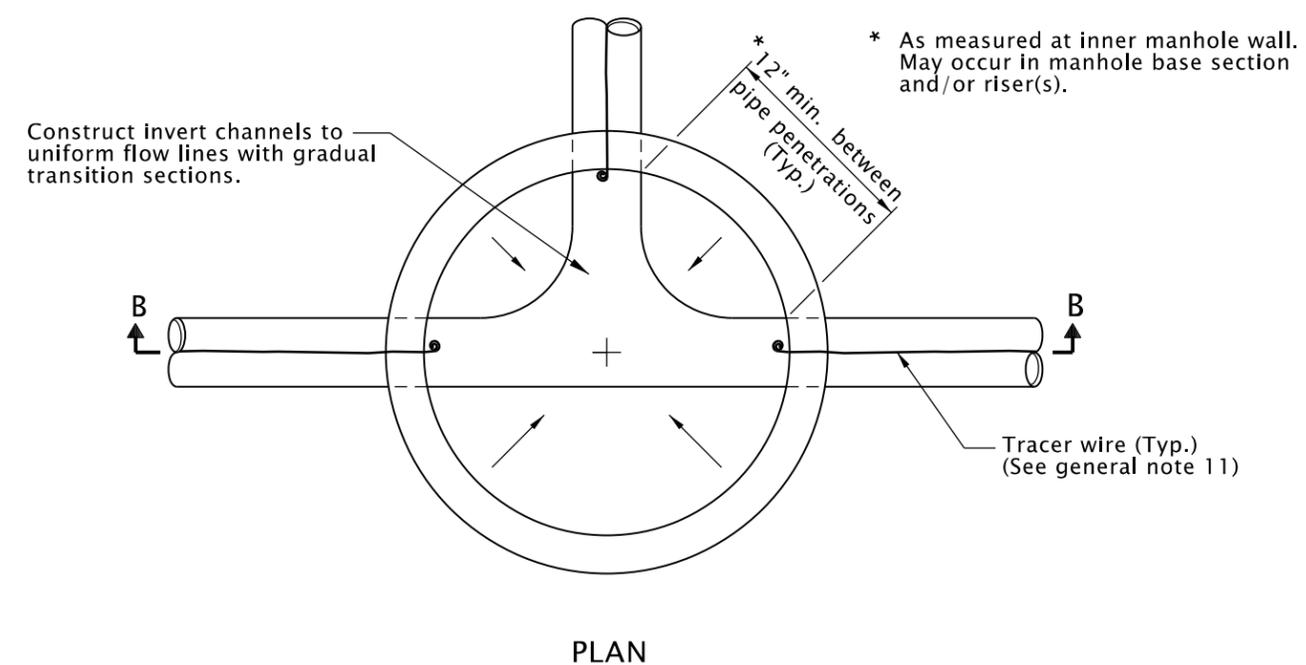
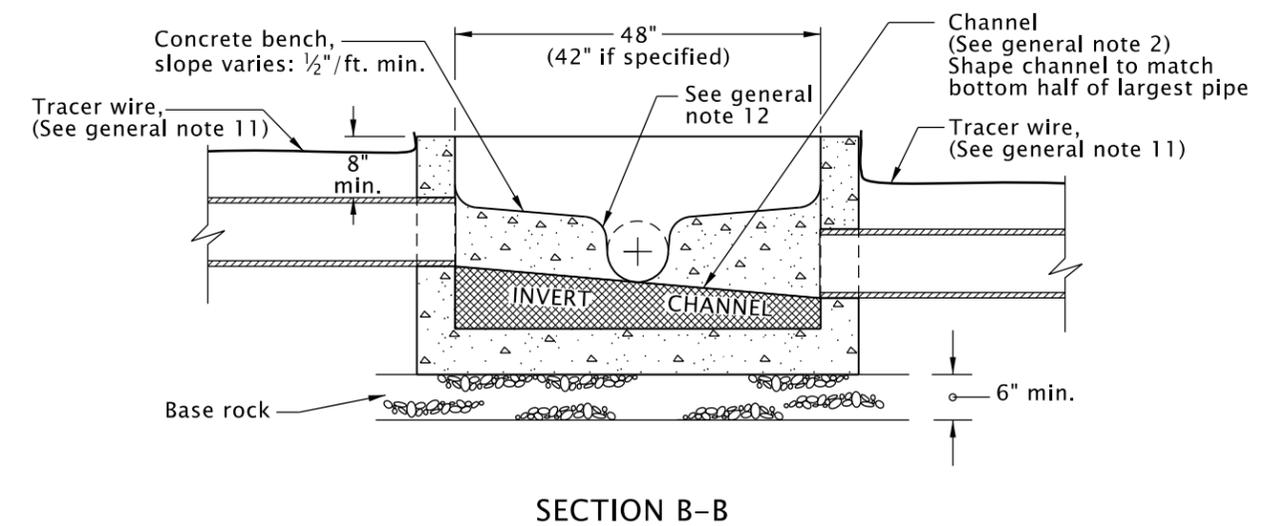
The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

rd344.dgn 25-JUL-2017



CAST IN PLACE MANHOLE BASE
(For invert channel details, see precast option at right)

All reinforcement shall be 2" clear of nearest face of conc., unless otherwise shown.



PRECAST MANHOLE BASE

GENERAL NOTES FOR ALL DETAILS:

1. All concrete shall be commercial grade concrete.
2. Channels shall be constructed to provide smooth slopes and radii to outlet pipe.
3. Bases may be precast or cast in place.
4. Max. pipe diameter varies with pipe material.
5. Use on 42" and 48" diameter manhole.
6. Extend pipe into manhole and grout smooth. Pipe(s) may extend 2" max. beyond the interior manhole wall.
7. Location, elevation, diameter, slope, and number of pipe(s) varies, see project plans.
8. All precast products shall conform to the requirements of ASTM C478.
9. See Std. Dwg. RD345 for pipe to manhole connections.
10. See Std. Dwg. RD336 for manhole steps details.
11. See Std. Dwg. RD336 for tracer wire details.
12. At spring line of pipe, extend channel up to crown line on 12:1 batter.

CALC. BOOK NO. N/A

BASELINE REPORT DATE 14-JUL-2014

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

OREGON STANDARD DRAWINGS
STANDARD MANHOLE
BASE SECTION

2018

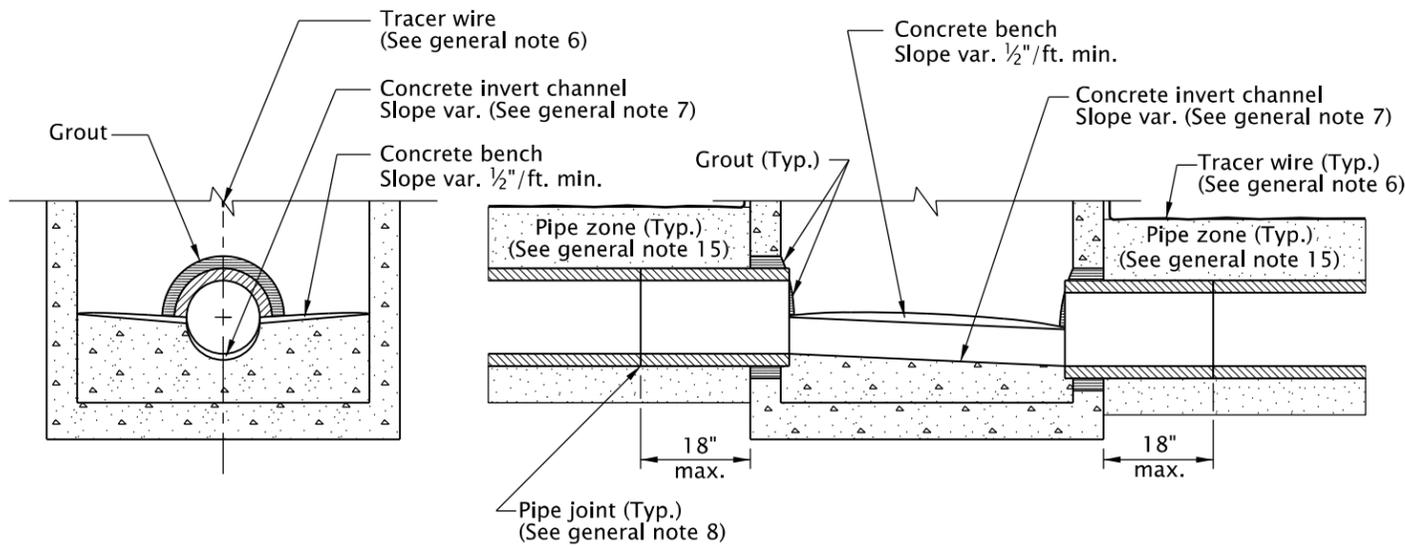
DATE	REVISION DESCRIPTION

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

RD344

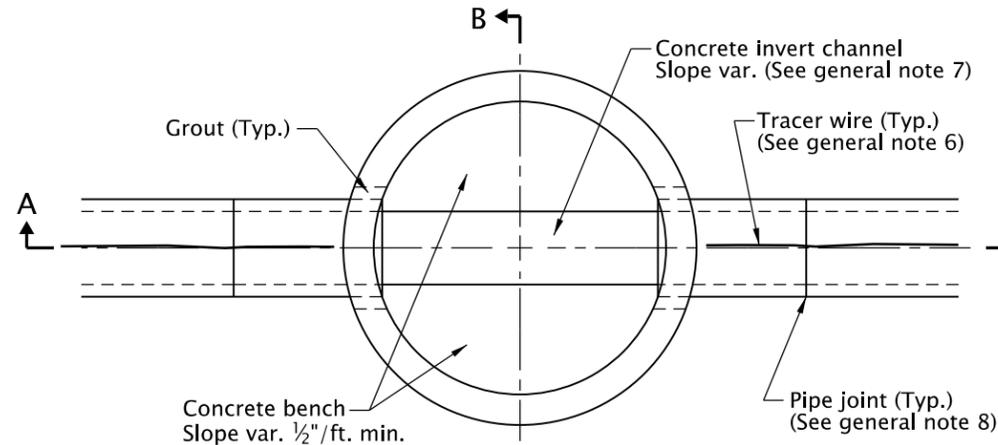
rd345.dgn 25-JUL-2017

RD345



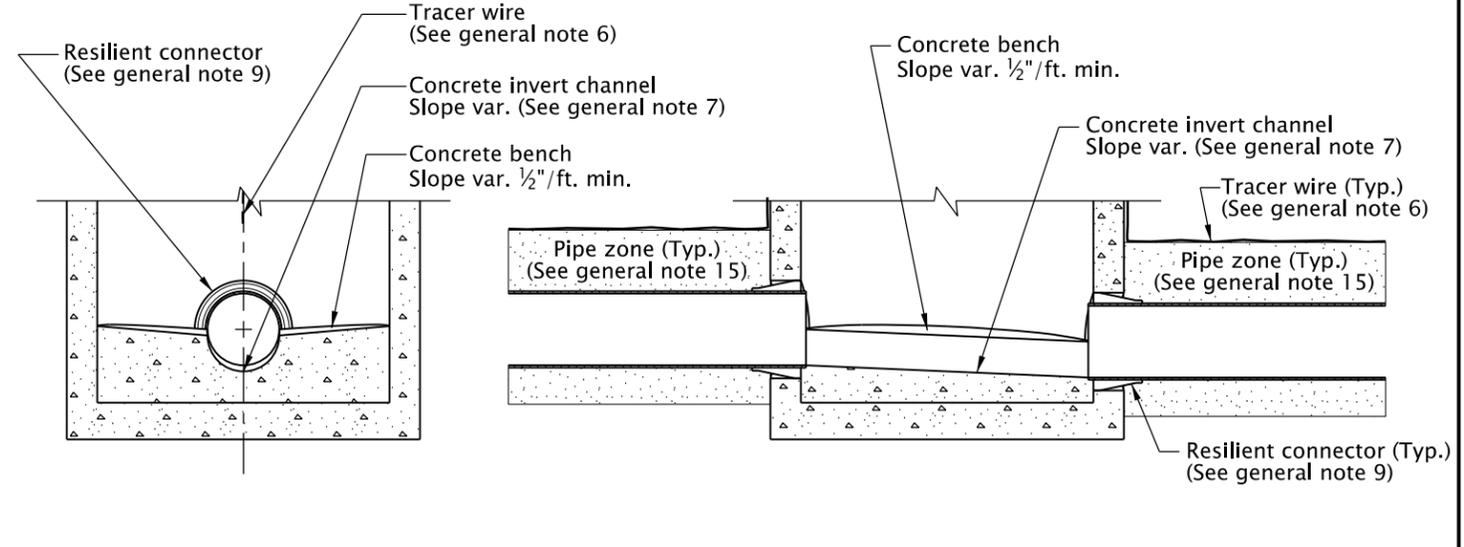
SECTION B-B

SECTION A-A



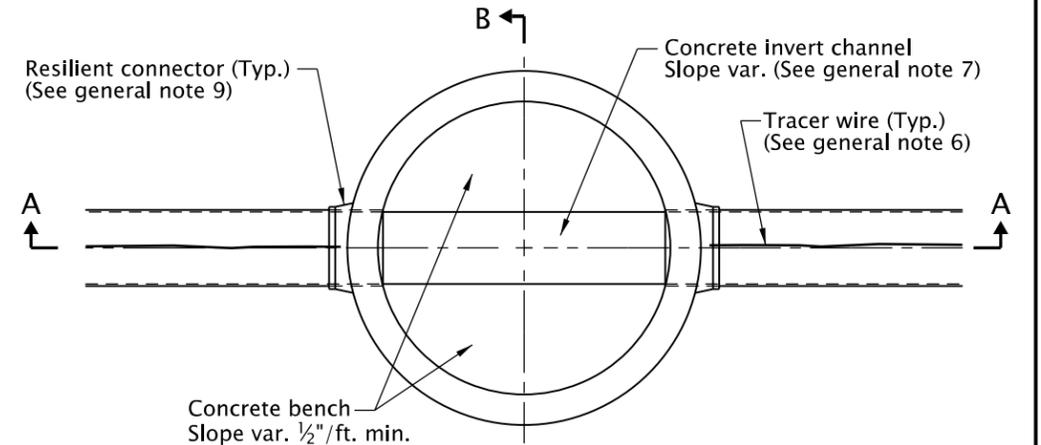
PLAN

CONNECTION OF RIGID PIPE TO MANHOLE



SECTION B-B

SECTION A-A



PLAN

CONNECTION OF FLEXIBLE PIPE TO MANHOLE

GENERAL NOTES FOR ALL DETAILS:

1. All precast sections shall conform to requirements of ASTM C478.
2. Manhole base sections may be precast or cast-in-place.
3. All concrete shall be commercial grade concrete.
4. Location, elevation, diameter, slope, and number of pipe(s) varies, see project plans.
5. Max. pipe diameter varies with pipe material.
6. All connecting pipes shall have a tracer wire, or approved alternate. See Std. Dwg. RD336 for tracer wire details.
7. Invert channels shall be constructed to provide smooth slopes and radii to outlet pipe.

8. When rigid pipe is used, the connecting pipe shall have a flexible, gasketed and unrestrained joint within 18" of manhole wall. Joint type varies with manufacturer.
9. When flexible pipe is used, install resilient connectors conforming to requirements of ASTM C923.
10. See Std. Dwg. RD335, RD336, and RD338 for details not shown.
11. See Std. Dwg. RD336 for manhole steps details.
12. See Std. Dwg. RD342 for shallow manholes.
13. See Std. Dwg. RD344 for manhole base section.
14. See Std. Dwg. RD356 for manhole covers and frames, manhole adjustment rings, etc.
15. Pipe zone varies, see Std. Dwg. RD300.

CALC. BOOK NO. N/A

BASELINE REPORT DATE 14-JUL-2014

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

OREGON STANDARD DRAWINGS

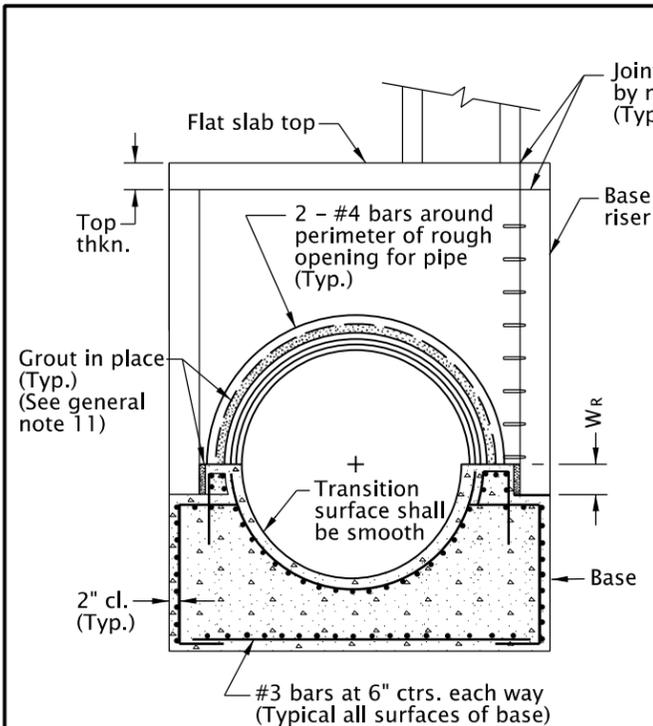
PIPE TO MANHOLE CONNECTIONS

2018

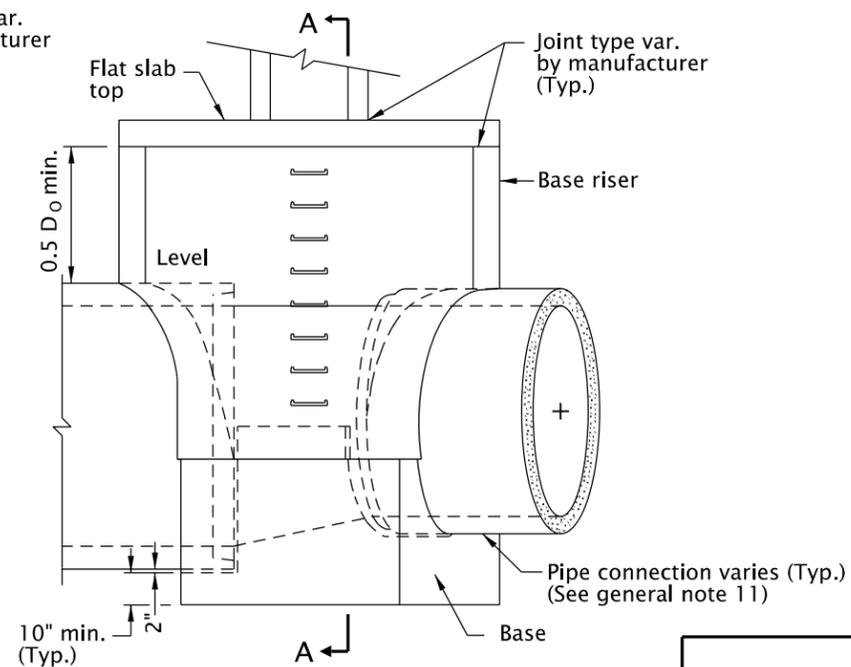
DATE	REVISION DESCRIPTION

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

rd346.dgn 25-JUL-2017



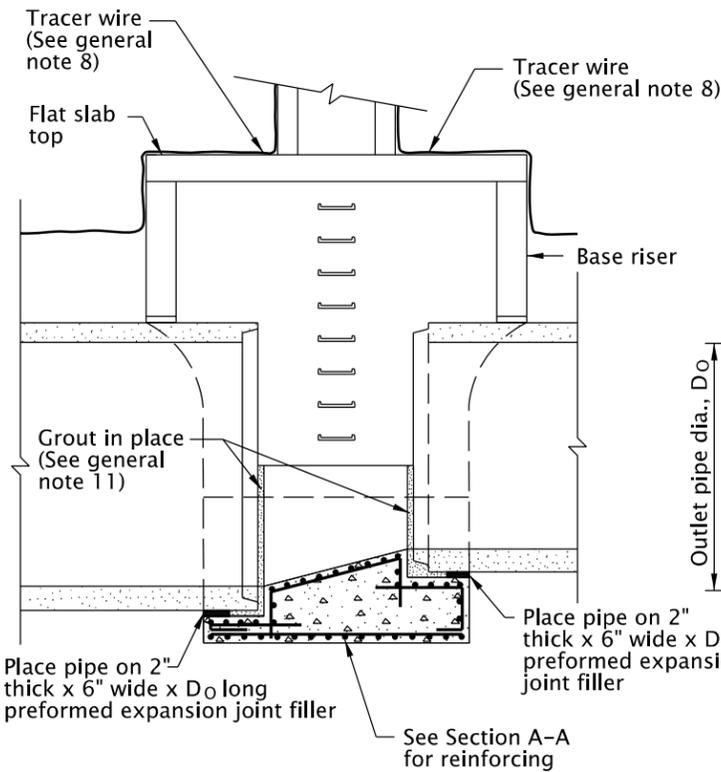
SECTION A-A



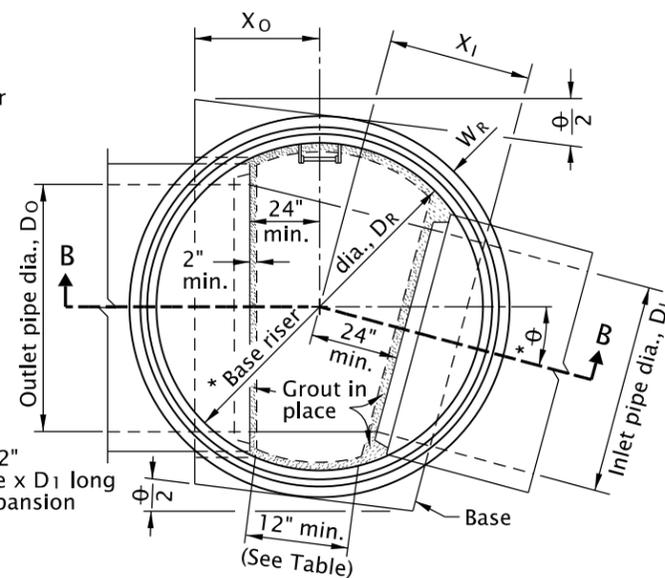
MANHOLE BASE ELEVATION

Dia. of largest pipe in manhole (Inch)	* Θ max when $D_1 = D_0$	* Base Riser			Base X_0 $X_1 = X_0$ when $D_1 = D_0$ (Feet)	Base X_1 when $D_1 < D_0$		
		DR (Inch)	WR (Inch)	Top Thkn. (Inch)		$D_1 = (D_0 - 6")$ (Feet)	$D_1 = (D_0 - 12")$ (Feet)	$D_1 = (D_0 - 18")$ (Feet)
30"	75°	60"	6"	10"	2.42	2.63	2.75	2.89
36"	67°	72"	7"	10"	2.75	2.97	3.15	3.29
42"	60°	72"	7"	10"	2.75	2.97	3.15	3.29
48"	54°	84"	8"	10"	3.02	3.27	3.48	3.66
54"	49°	84"	8"	10"	3.02	3.27	3.48	3.66
60"	45°	96"	9"	12"	3.25	3.54	3.78	3.99
66"	42°	96"	9"	12"	3.25	3.54	3.78	3.99
72"	39°	108"	10"	12"	3.48	3.79	4.06	4.29
78"	36°	108"	10"	12"	3.48	3.79	4.06	4.29
84"	34°	120"	11"	12"	3.69	4.03	4.32	4.57
90"	32°	120"	11"	12"	3.69	4.03	4.32	4.57
96"	30°	126"	11½"	12"	3.79	4.15	4.45	4.71

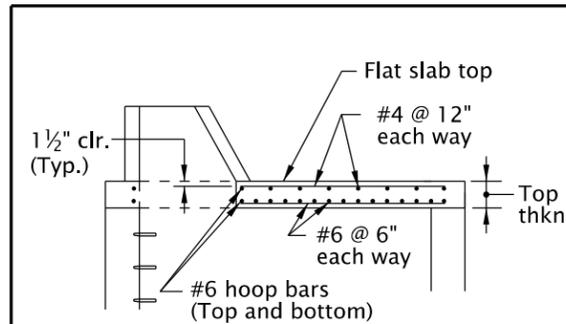
* A special design using a larger Base Riser diameter DR may be required to obtain specified 12" min. dimension when Θ angle exceeds Θ max.



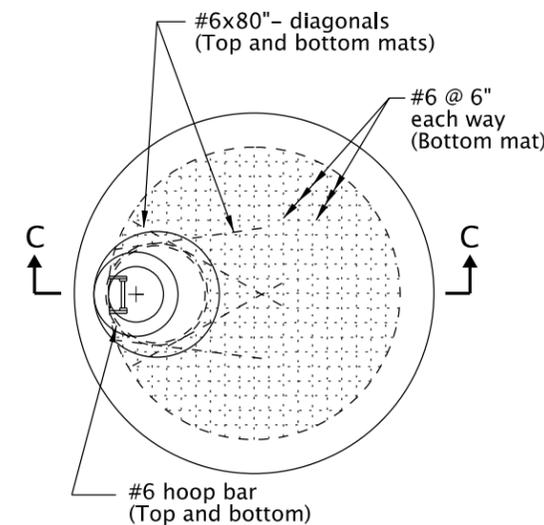
DEVELOPED SECTION B-B ALONG PIPE CENTERLINE



MANHOLE BASE PLAN



SECTION C-C



MANHOLE FLAT SLAB TOP PLAN

(Bottom reinf. mat shown)
(Manhole I.D. >4', <10' 6")

GENERAL NOTES FOR ALL DETAILS:

- All concrete shall be Class 4000. All precast products shall conform to requirements of ASTM C478.
- All reinforcing steel shall conform to ASTM Specification A706 or AASHTO M31 (ASTM A615), Grade 60. The following splice lengths shall be used (unless shown otherwise):

Bar Size	4	5	6
Uncoated	16"	20"	24"
- All reinforcement shall be placed 2" clear of the nearest face of the concrete unless shown otherwise.
- Eccentric reducing cones or eccentric reducing flat slabs designed in accordance with AASHTO M199 shall be placed on top of the base riser as required by the contract plans. Eccentric reducing flat slabs shall be designed to support a load of 120 lb/ft in addition to the dead load of the slab, the risers above the slab, and the earth overburden above the slab.
- Base riser to be pre-cast unless otherwise shown on the plans.
- Cast-in-Place concrete, shown thus:
- See Std. Dwg. RD336 for manhole steps details, and flat slab top orientation.
- See Std. Dwg. RD336 for tracer wire details.
- See Std. Dwg. RD336 for manhole steps.
- Max. pipe diameter varies with pipe material.
- See Std. Dwg. RD345 for pipe to manhole connections.
- Location, elevation, diameter, slope, and number of pipe(s) varies, see project plans.

CALC. BOOK NO. N/A

BASELINE REPORT DATE 25-JUL-2017

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

OREGON STANDARD DRAWINGS

LARGE PRECAST MANHOLE

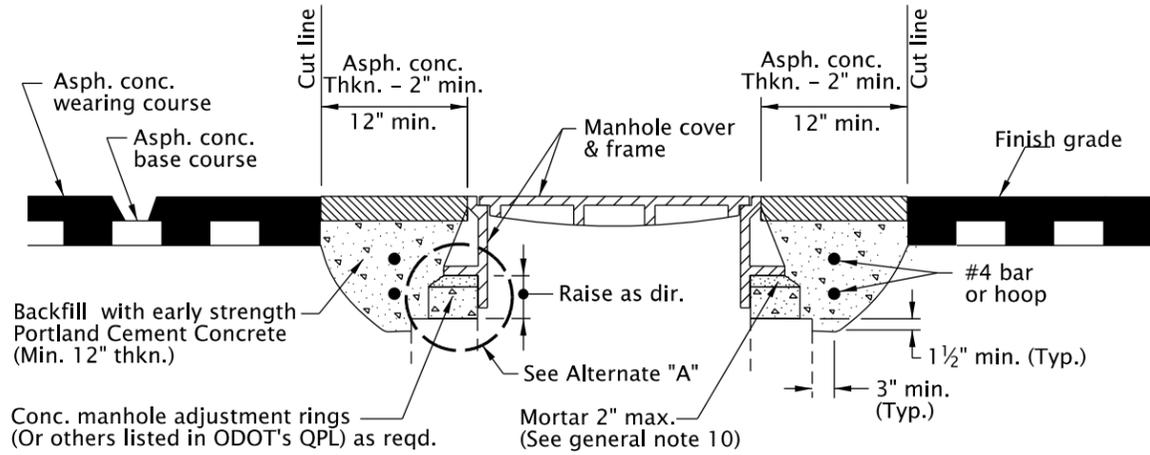
2018

DATE	REVISION DESCRIPTION

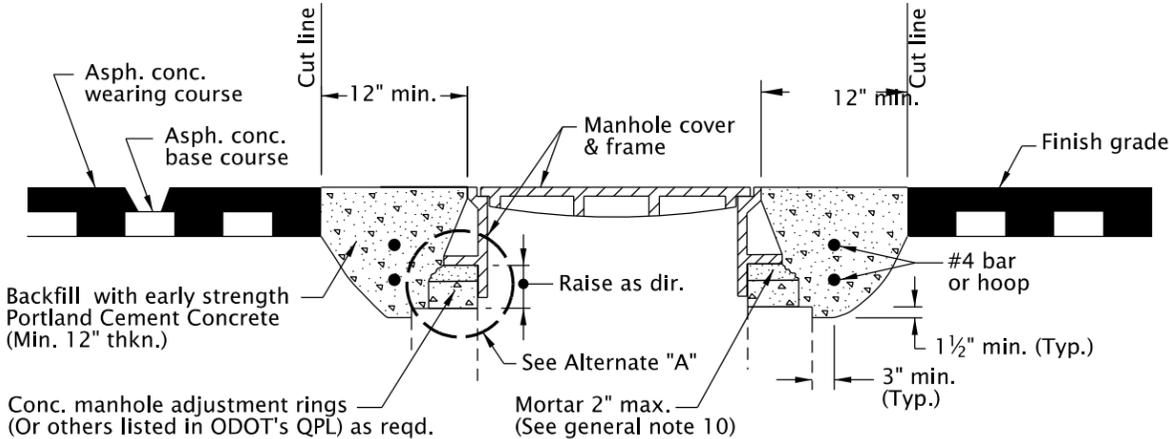
The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

RD346

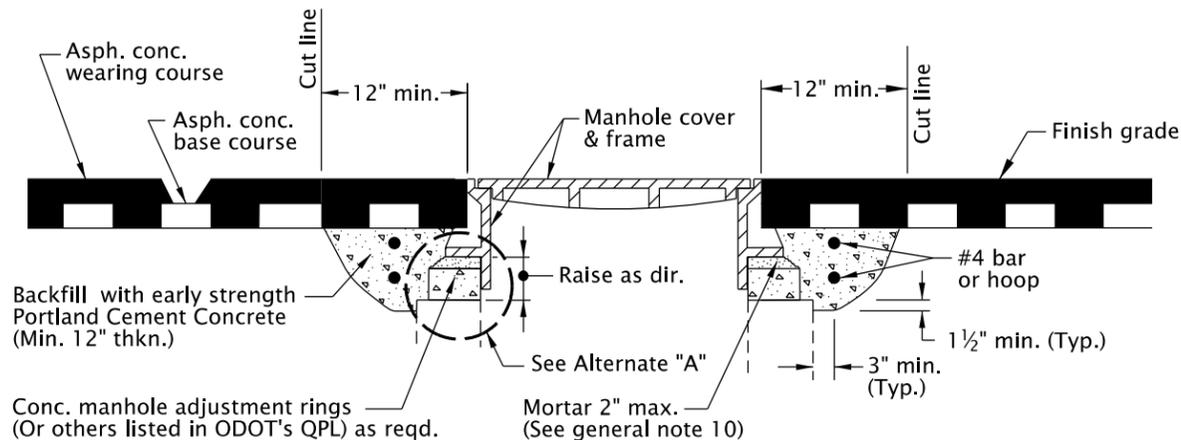
rd360.dgn 25-JUL-2017



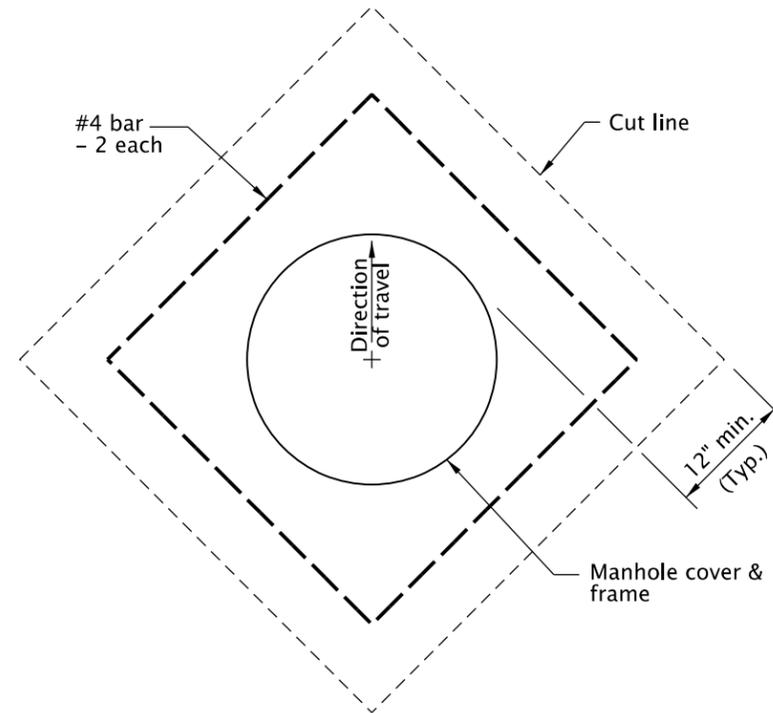
METHOD "A"



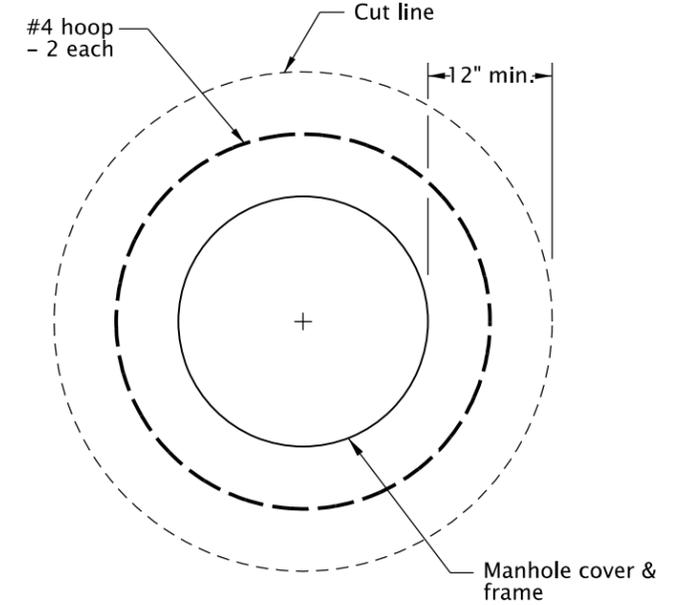
METHOD "B"



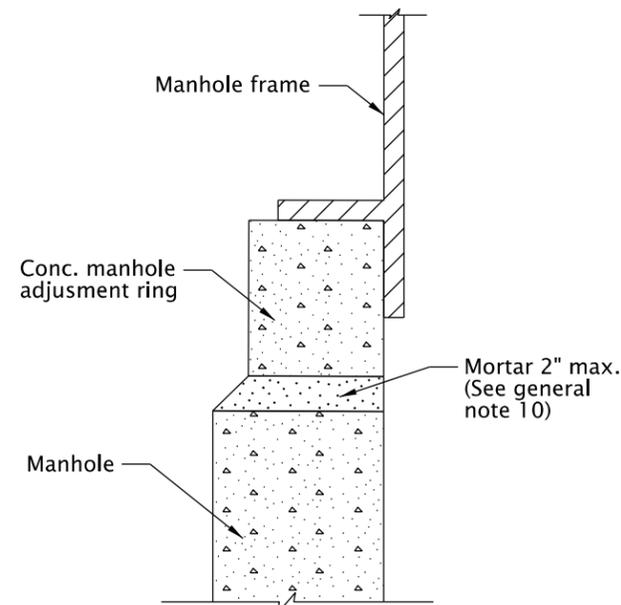
METHOD "C"



PLAN SQUARE CUT



PLAN CIRCULAR CUT



ALTERNATE "A"

GENERAL NOTES FOR ALL DETAILS:

1. Cover manhole with building paper and const. asph. conc. base course and wearing courses.
2. Saw cut square or circular excavation around manhole 12" min. from manhole frame.
3. Raise manhole cover and frame to finish grade by installing conc. manhole adjustment rings and leveling mortar, as shown.
4. Backfill with early strength Portland Cement Concrete. All concrete shall be commercial grade concrete.
5. Protect from traffic loading until conc. has cured to 3000 psi.
6. Apply tack coat to edges of existing pavement before installing patch.
7. Finish joint with asphalt seal and sand.
8. See Std. Dwg. RD336 for manhole steps details.
9. See appropriate manhole standard drawings for details not shown.
10. Use epoxy for synthetic grade rings.
11. See Std. Dwg. RD336 for tracer wire details.
12. See Std. Dwg. RD356 for manhole covers and frames.

CALC. BOOK NO. N/A

BASELINE REPORT DATE 21-JUL-2015

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

OREGON STANDARD DRAWINGS
MANHOLE FRAME ADJUSTMENT

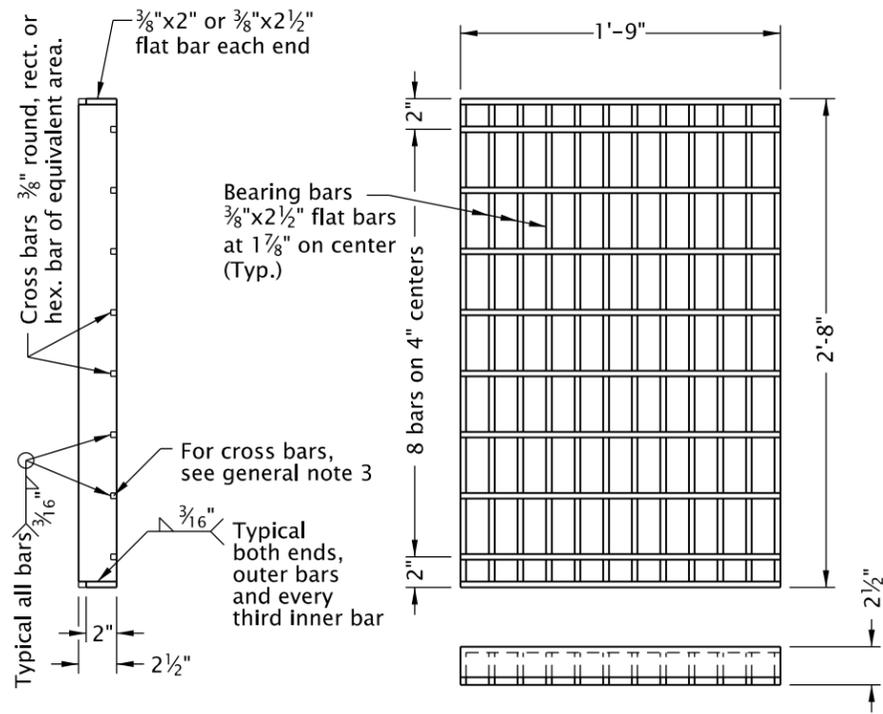
2018

DATE	REVISION DESCRIPTION

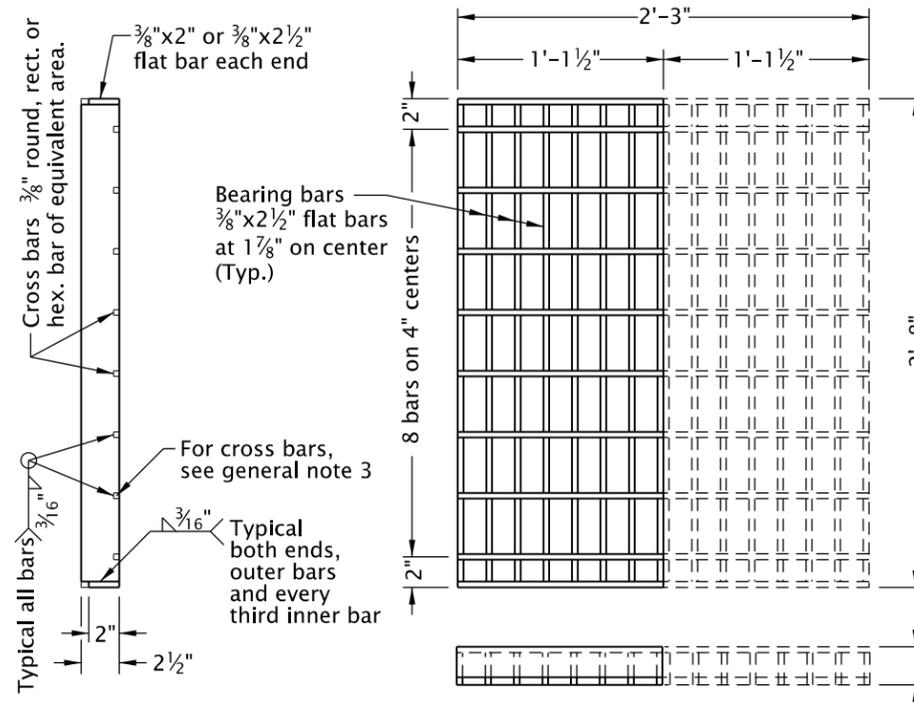
The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

RD360

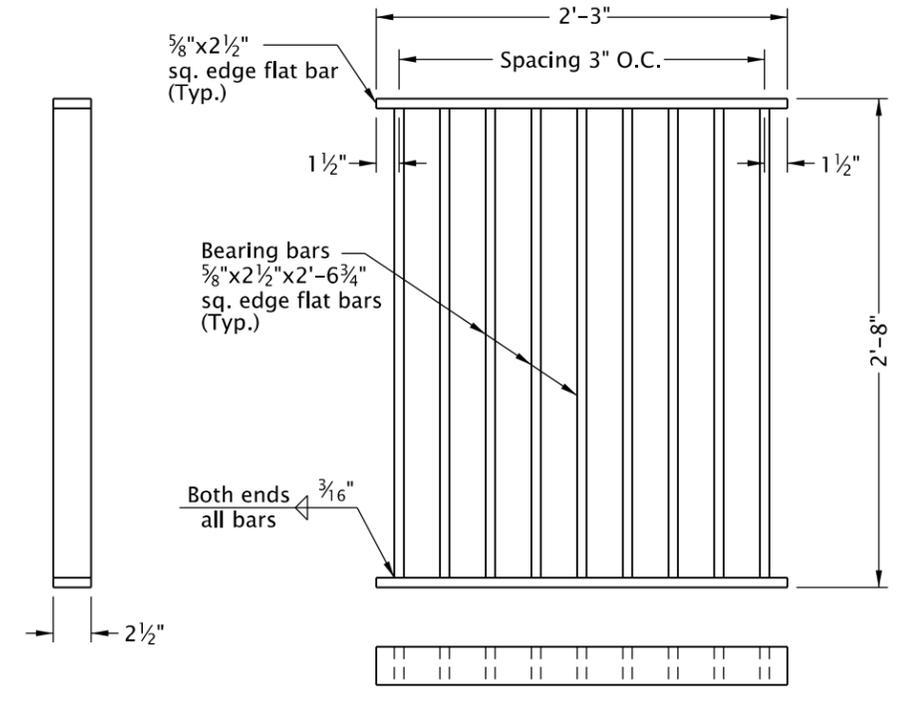
rd365.dgn 25-JUL-2017



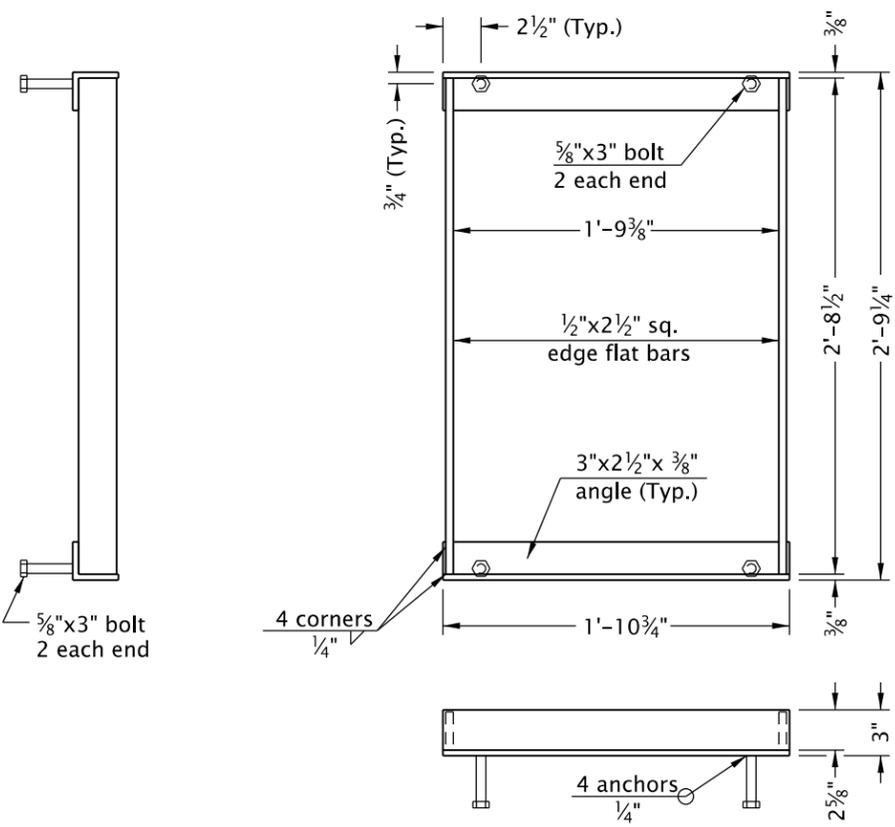
**G-1, CG-1 GRATE
(TYPE 2)**
(Bicycle-safe)



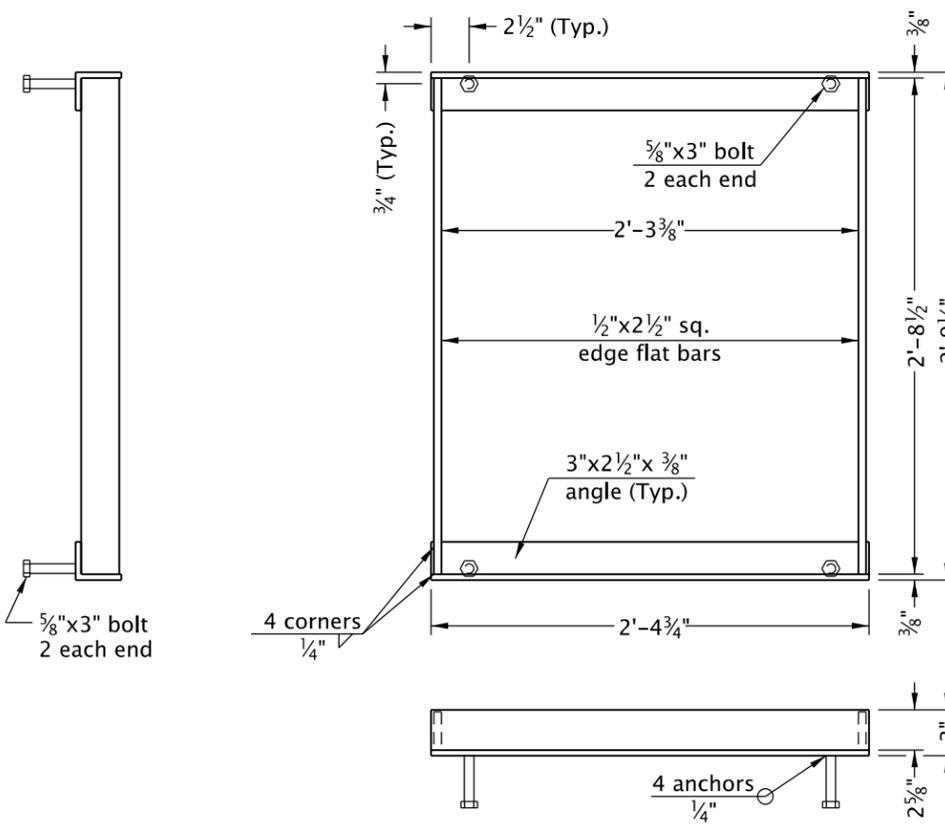
**G-2, G-2M, G-2MA, CG-2 GRATE
(TYPE 2)**
(Bicycle-safe)
(2 grates required per inlet, as shown)



**G-2, G-2M, G-2MA, CG-2 GRATE
(TYPE 1)**
(See general note 2)



G-1, CG-1 FRAME



G-2, G-2M, G-2MA, CG-2 FRAME

GENERAL NOTES FOR ALL DETAILS:

1. For inlet details, see appropriate inlet standard drawing(s).
2. Type 1 grate allowed only in locations not subject to bicycle or pedestrian use.
3. 3/8" cross bars shall be flush with the top of grate surface and may be fillet welded, resistance welded or electroforged to bearing bars.
4. Hot dip galvanize after fabrication.
5. Cast iron grate and frame are acceptable alternates. See ODOT's QPL.

CALC. BOOK NO. N/A

BASELINE REPORT DATE 14-JUL-2014

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

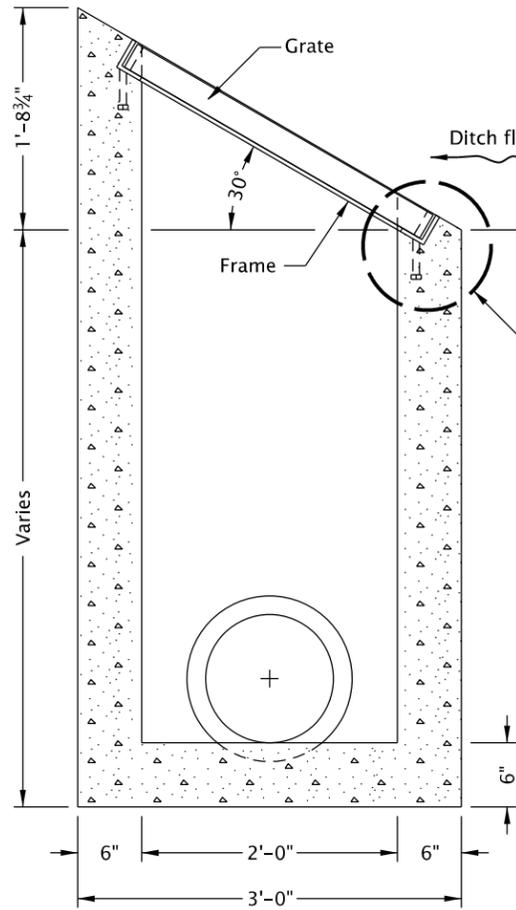
**OREGON STANDARD DRAWINGS
FRAMES & GRATES
FOR CONCRETE INLETS**

2018

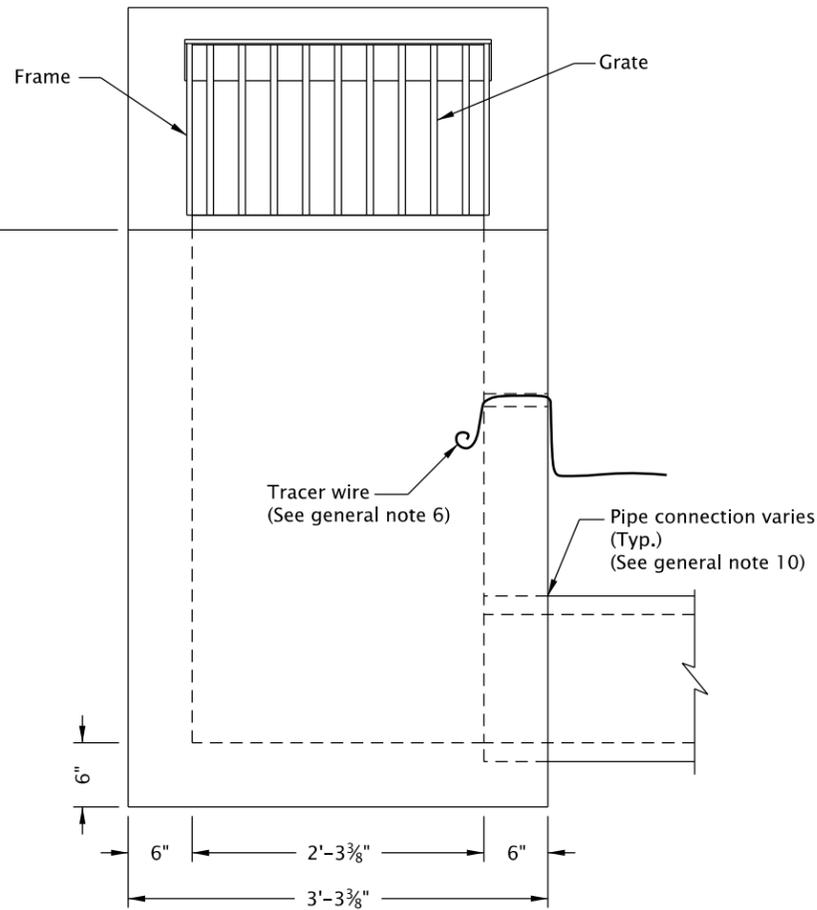
DATE	REVISION DESCRIPTION

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

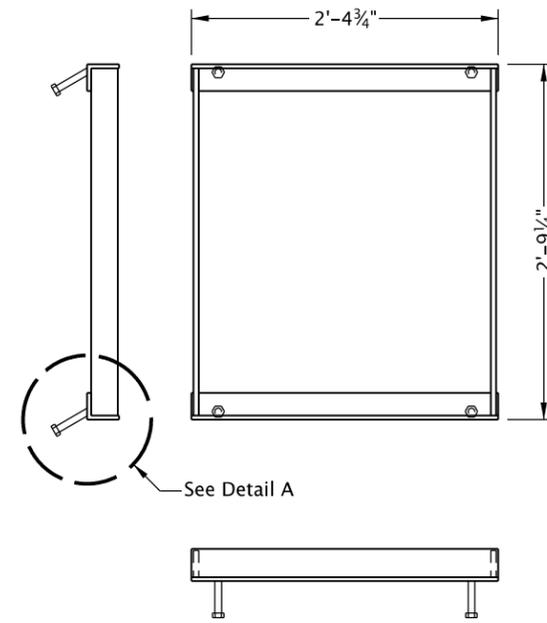
RD365



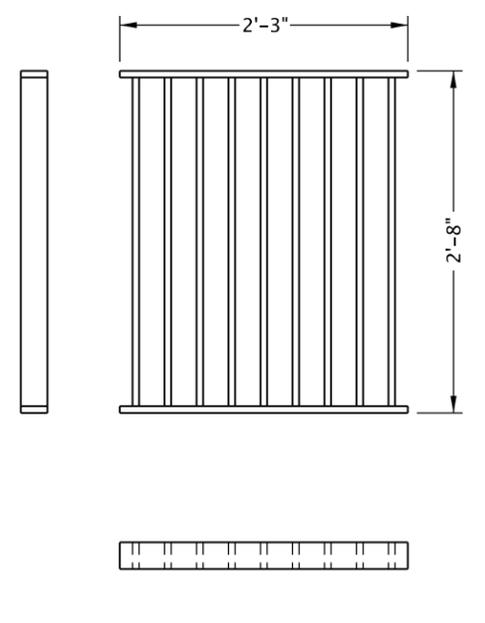
SECTION A - A



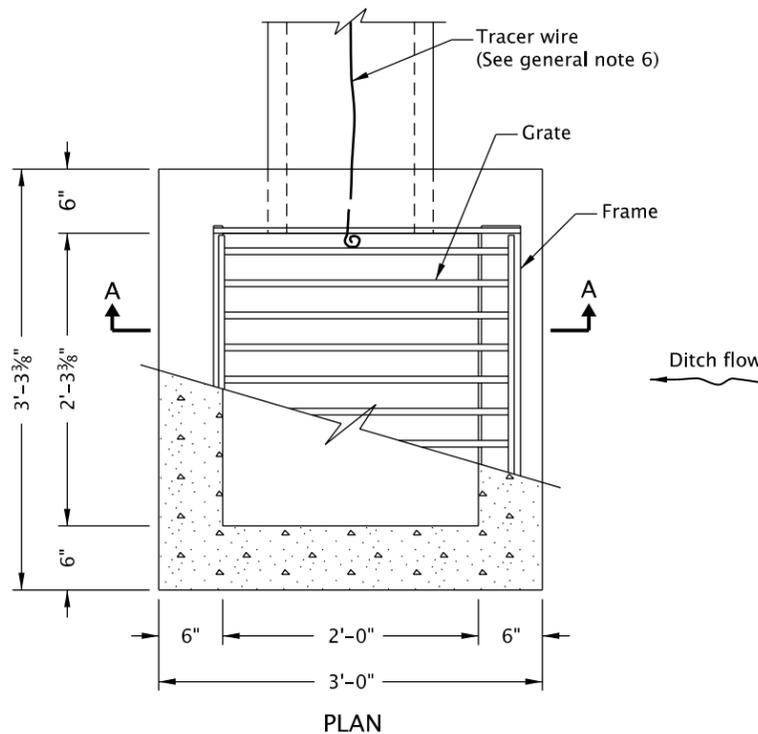
ELEVATION



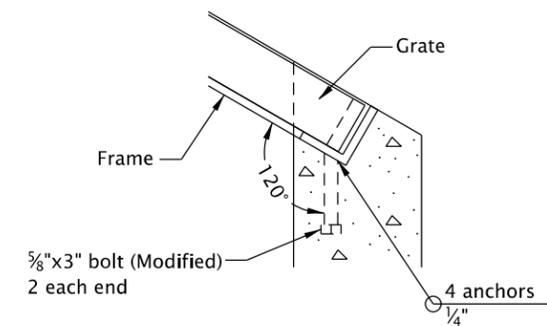
G-2 FRAME
(See general note 2)



G-2 GRATE (TYPE 1)
(See general note 2)



PLAN



DETAIL A
(Anchor bolt modification, see general note 2)

GENERAL NOTES FOR ALL DETAILS:

1. All concrete shall be commercial grade concrete.
2. For frame & grate details not shown, see Std. Dwg. RD365.
G-2 (Type 2) grates may be used if approved by the engineer.
3. Catch basin, frame, and grates shall meet H2O loading.
4. Provide sump only when shown on plans, and allowed by jurisdiction. For sump details, see Std. Dwg. RD364.
5. 5/8" cross bars shall be flush with the grate surface and may be fillet welded, resistance welded or electroforged to bearing bars.
6. See Std. Dwg. RD336 for tracer wire details, or approved alternate.
7. Max. pipe diameter varies with pipe material.
8. Do not use in locations where inlet can be struck by an errant vehicle, or provide shielding of inlet.
9. Inlet base may be cast-in-place or precast. Where precast inlet base is used as an alternate, a 4" compacted leveling bed of sand or 1/4"-0 crushed aggregate shall be provided.
All precast inlets shall conform to requirements of ASTM C913.
10. See Std. Dwg. RD339 for pipe to structure connections.
11. Location, elevation, diameter, slope, and number of pipe(s) varies, see project plans.

CALC. BOOK NO. N/A

BASELINE REPORT DATE 21-JUL-2015

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

OREGON STANDARD DRAWINGS
DITCH INLET
TYPE D

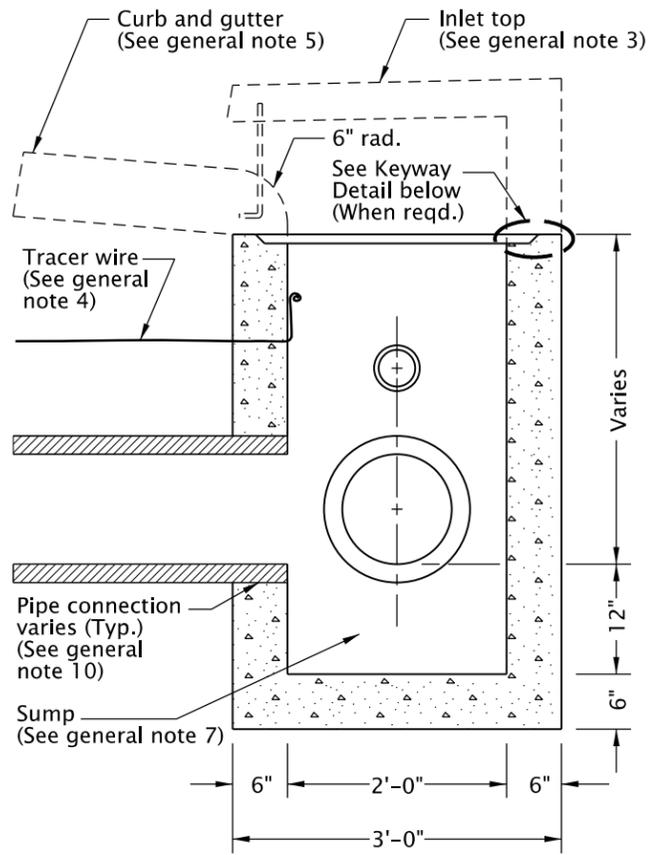
2018

DATE	REVISION DESCRIPTION

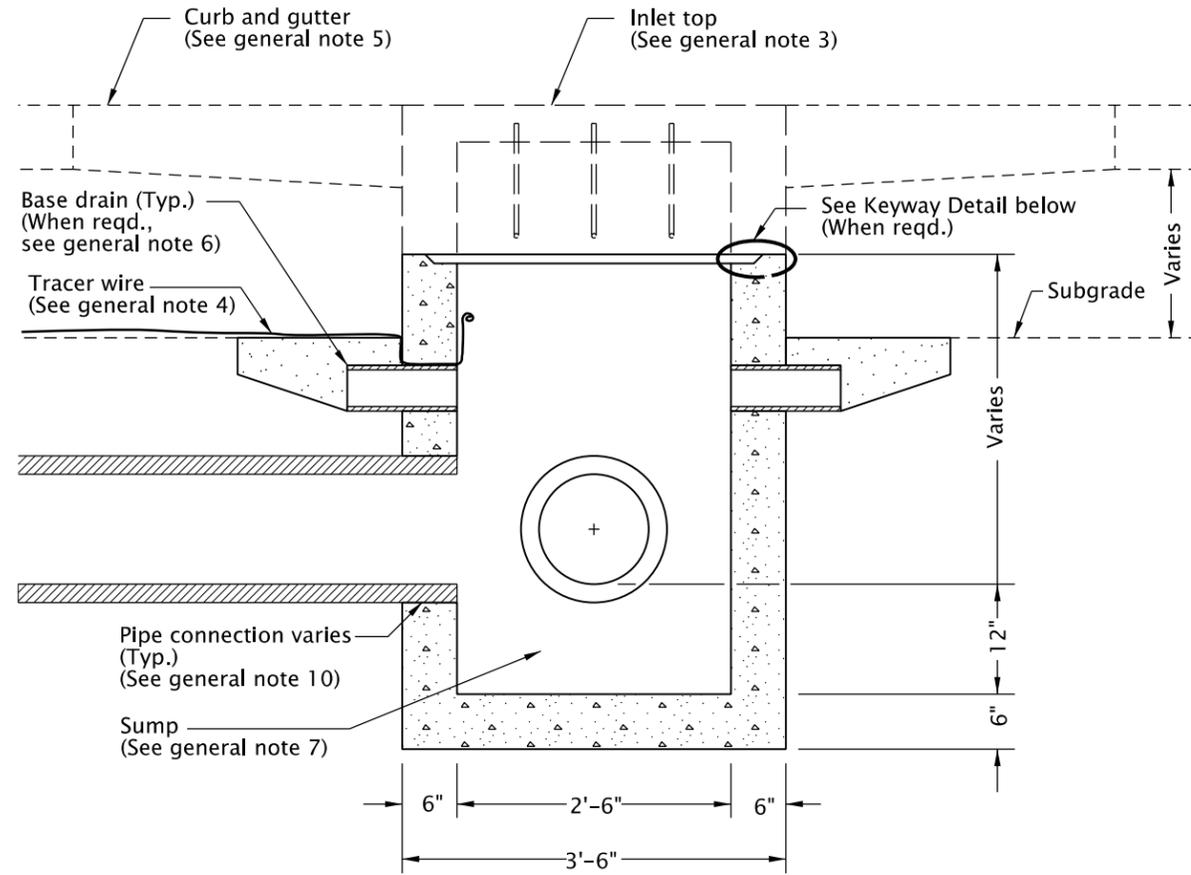
The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

rd371.dgn 25-JUL-2017

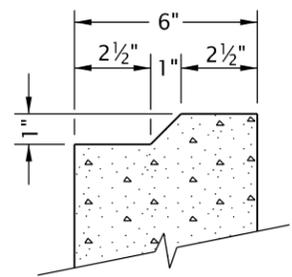
RD371



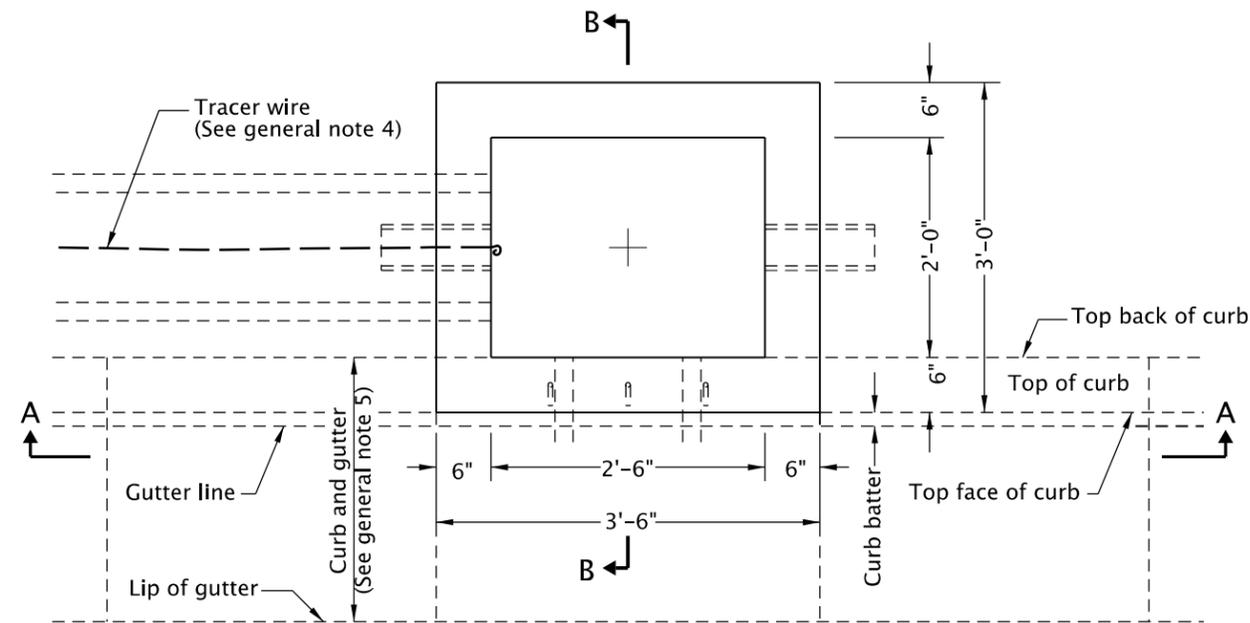
SECTION B - B



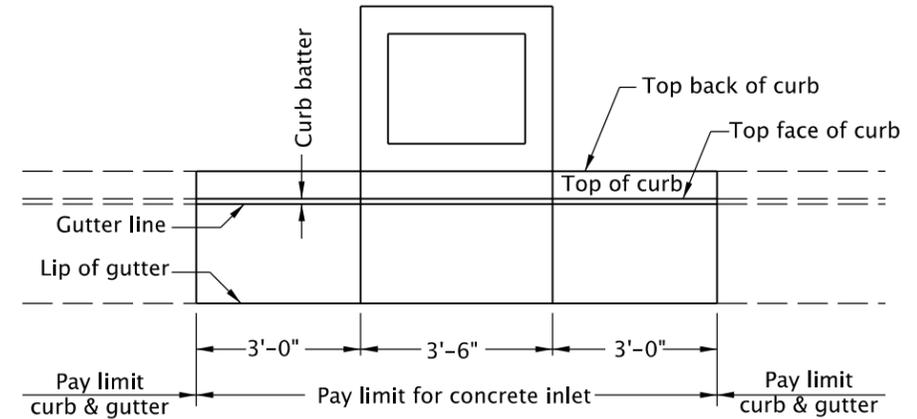
SECTION A - A



KEYWAY DETAIL



PLAN



PLAN
PAY LIMIT

GENERAL NOTES FOR ALL DETAILS:

1. All concrete shall be commercial grade concrete.
2. Inlet base may be cast-in-place or precast. Where precast inlet base is used as an alternate, a 4" compacted leveling bed of sand or 1/4"-0 crushed aggregate shall be provided. All precast inlets shall conform to requirements of ASTM C913.
3. See Std. Dwgs. RD372 & RD373 for inlet top details.
4. See Std. Dwg. RD336 for tracer wire details, or approved alternate.
5. See Std. Dwgs. RD700 & RD701 for curb and gutter details.
6. See Std. Dwg. RD364 for base drain details.
7. Provide sump only where shown on plans, and allowed by jurisdiction. For sump details, see Std. Dwg. RD364.
8. Location, elevation, diameter, slope, and number of pipe(s) varies, see project plans.
9. Max. pipe diameter varies with pipe material.
10. See Std. Dwg. RD339 for pipe to structure connections.

CALC. BOOK NO. N/A

BASELINE REPORT DATE 21-JUL-2015

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

OREGON STANDARD DRAWINGS
CONCRETE INLET BASE
TYPE CG-3

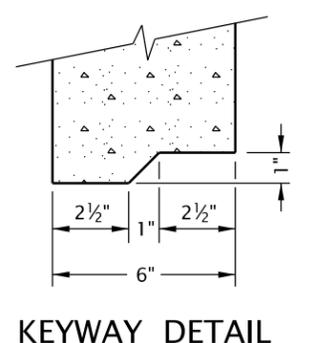
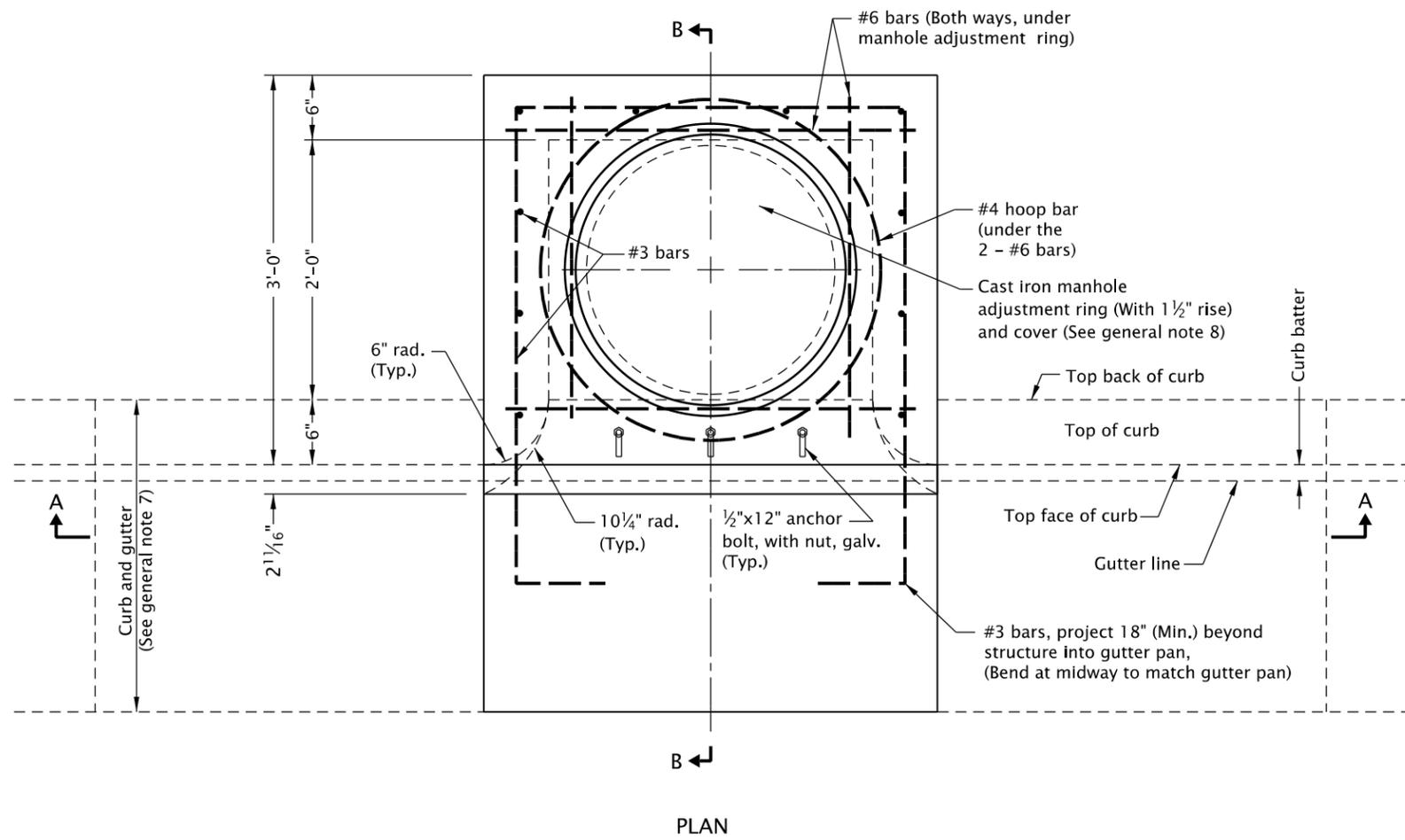
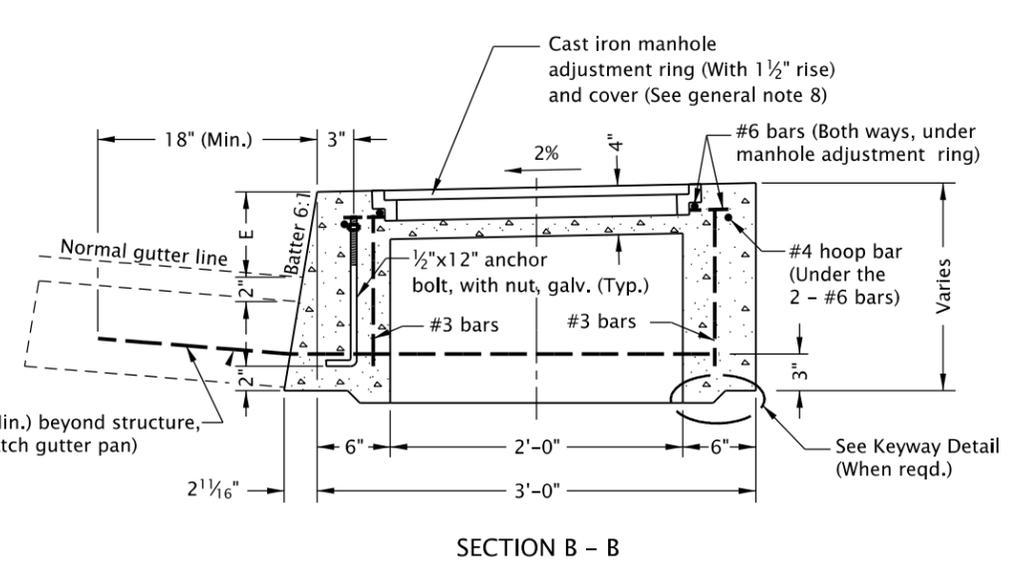
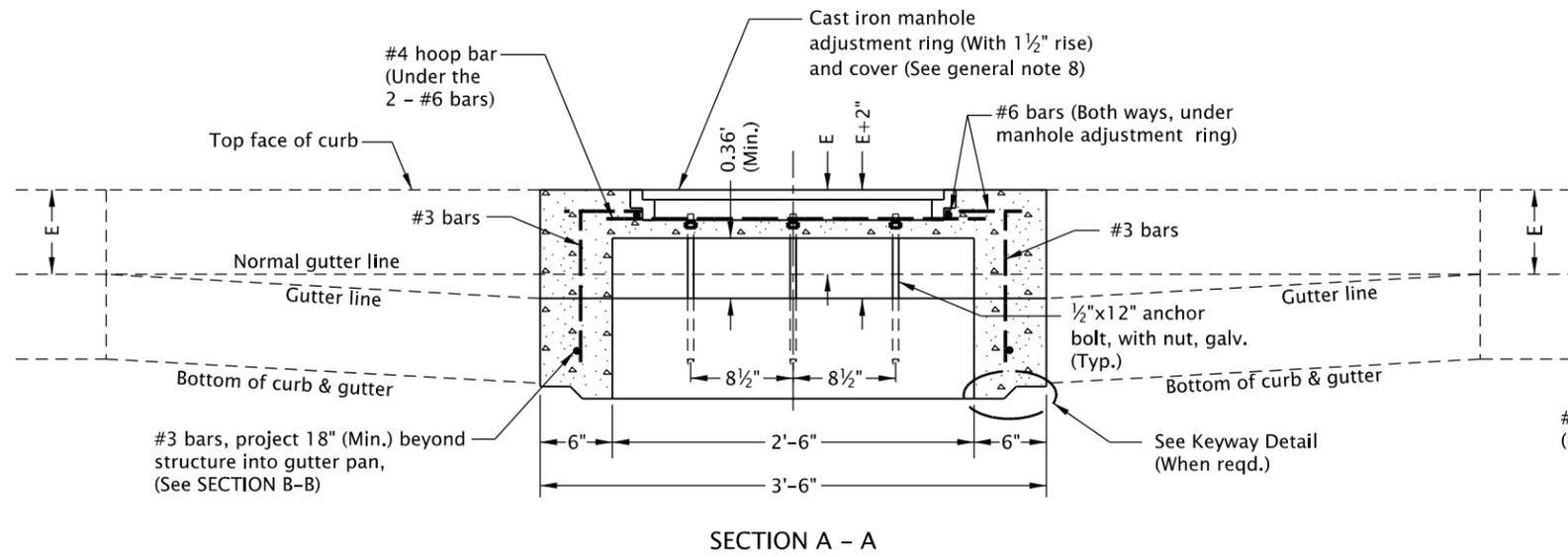
2018

DATE	REVISION DESCRIPTION

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

rd372.dgn 16-JAN-2019

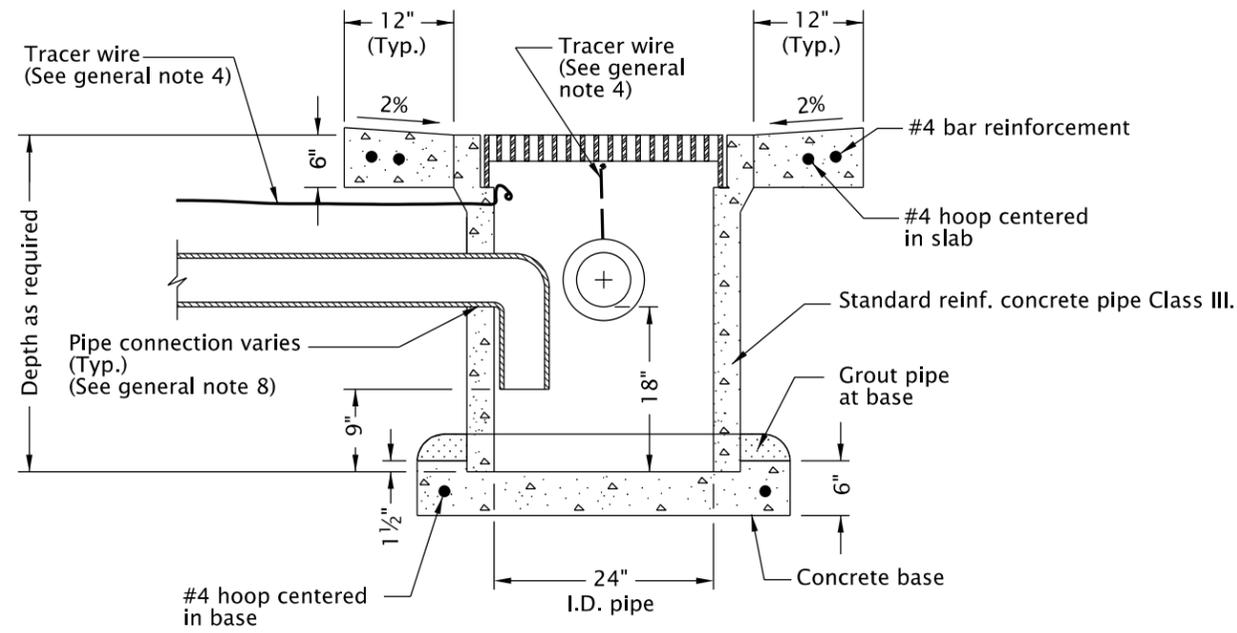
RD372



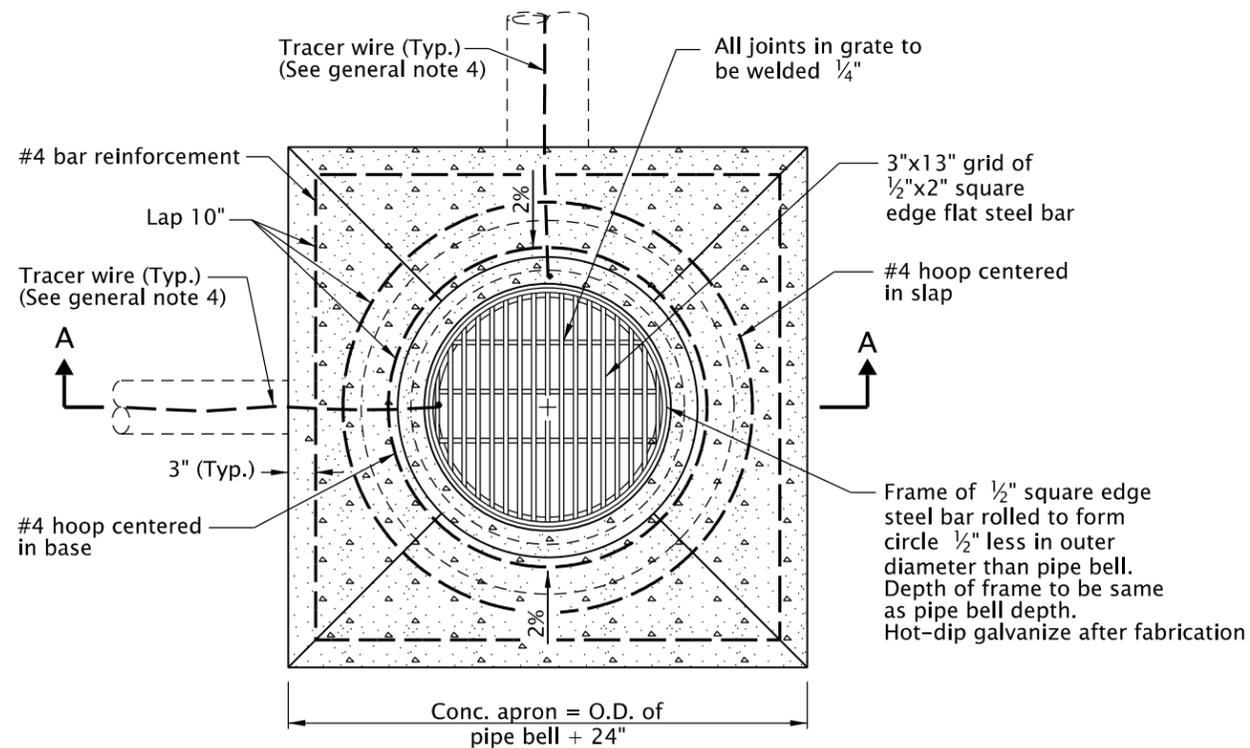
- GENERAL NOTES FOR ALL DETAILS ON THIS SHEET:
1. All concrete shall be commercial grade concrete.
 2. Inlet top may be cast-in-place or precast. All precast inlets shall conform to requirements of ASTM C913.
 3. All reinforcement shall be 2" clear of nearest face of conc., unless otherwise shown.
 4. Vary anchor bolt length and reinforcing bar placement as required by curb exposure E (see note 7 below).
 5. See Std. Dwg. RD371 for inlet base details.
 6. See Std. Dwg. RD371 for inlet pay limit.
 7. See Std. Dwgs. RD700 & RD701 for curb and gutter details.
 8. See Std. Dwg. RD356 for cast iron manhole adjustment ring and cover.

CALC. BOOK NO. <u>N/A</u>	BASELINE REPORT DATE <u>16-JAN-2019</u>
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications	
OREGON STANDARD DRAWINGS	
CONCRETE INLET TOP, OPTION 1	
TYPE CG-3	
2018	
DATE	REVISION DESCRIPTION
01-2019	REVISED DETAILS & NOTES

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.



SECTION A-A



PLAN

GENERAL NOTES FOR ALL DETAILS:

1. Grates shall be bicycle-safe.
2. Precast concrete inlets may be used when specified or approved. All precast inlets shall conform to requirements of ASTM C913.
3. Anchor vertical leg of inlet pipe if not a glued joint.
4. See Std. Dwg. RD336 for tracer wire details.
5. All reinforcement shall be 2" clear of nearest face of conc., unless otherwise shown.
6. Max. connecting pipe diameter varies with pipe material.
7. All concrete shall be commercial grade concrete.
8. See Std. Dwg. RD339 for pipe to structure connections.
9. Location, elevation, diameter, slope, and number of pipe(s) varies, see project plans.

CALC. BOOK NO. N/A BASELINE REPORT DATE 14-JUL-2014

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

OREGON STANDARD DRAWINGS
AREA DRAINAGE BASIN
OR FIELD INLET

2018

DATE	REVISION DESCRIPTION

rd610.dgn 25-JUL-2017

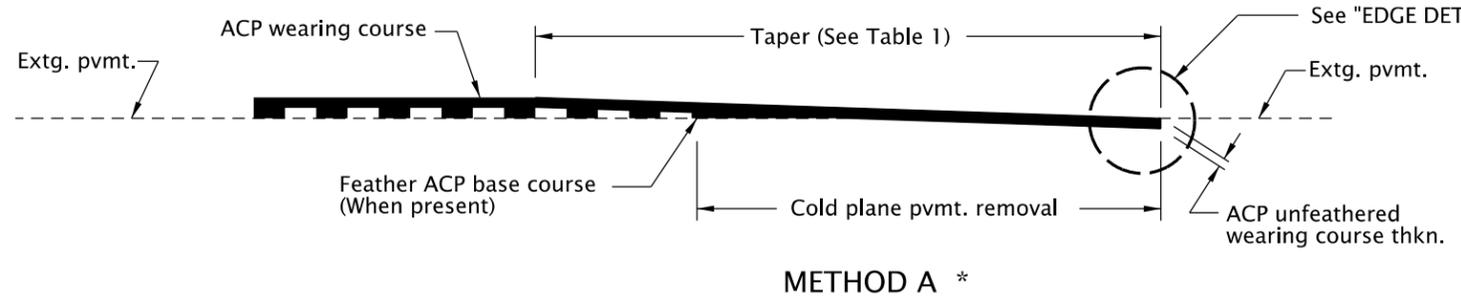
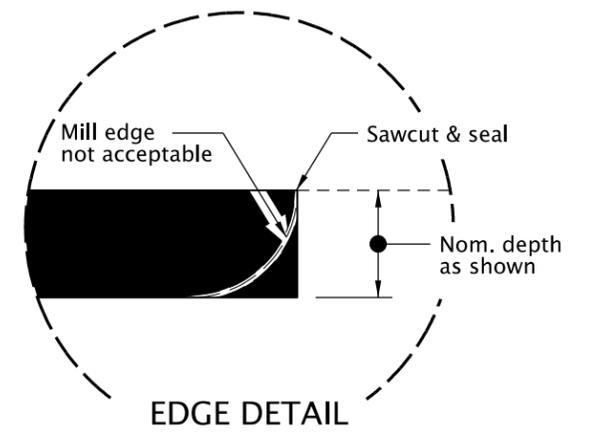
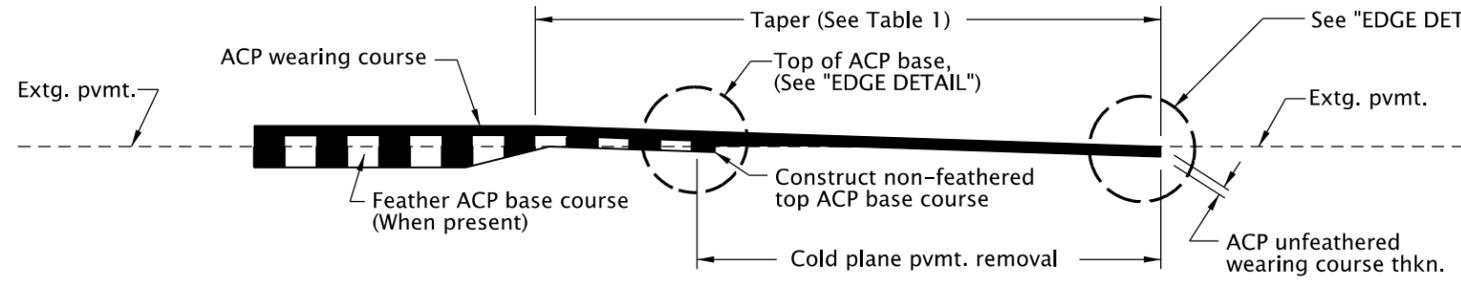
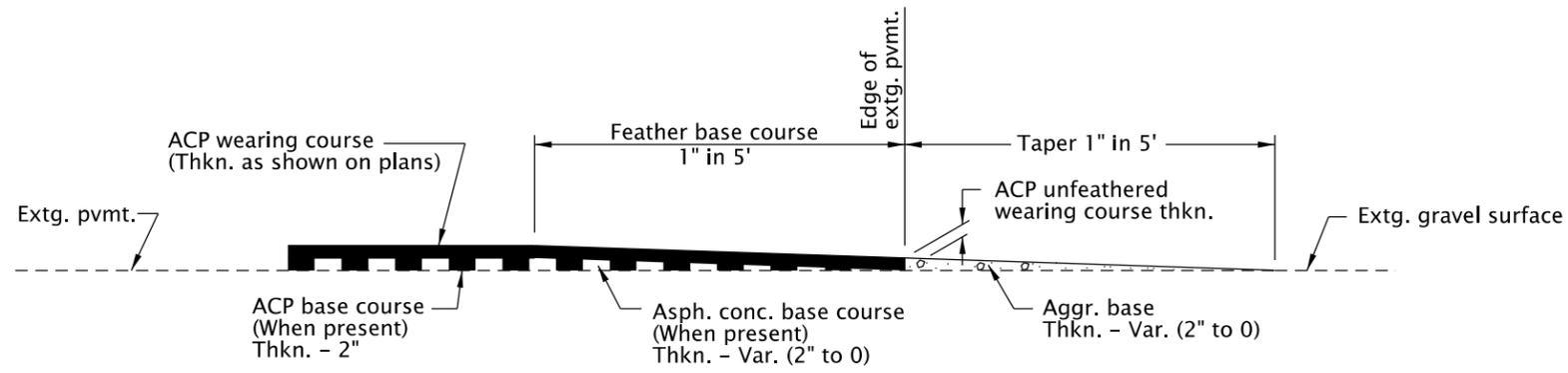


TABLE 1	
TAPER LENGTHS	
Posted Speed	Taper Length
< 45 mph	1" per 50'
≥ 45 mph	1" per 100'

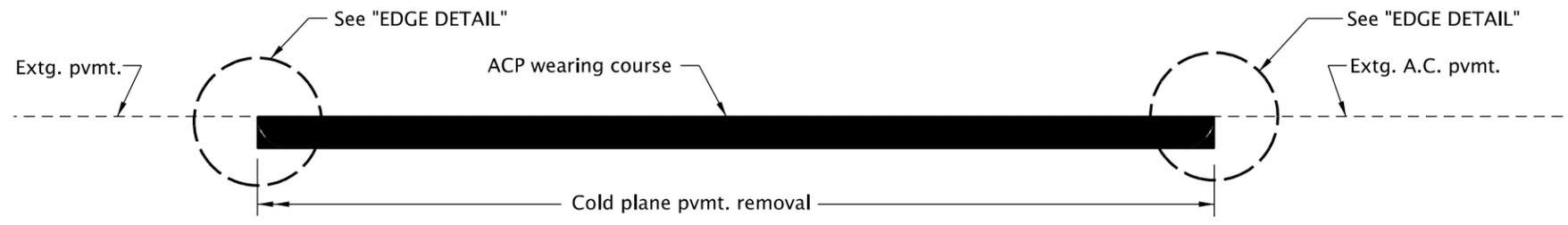
* See project plans for method.



**ACP PAVEMENT MATCH AT PROJECT ENDS
OR BRIDGE ENDS WHEN NOT OVERLAYING THE BRIDGE**



**METHOD OF FEATHERING ACP PAVEMENT
AT GRAVEL APPROACHES**



**METHOD OF MATCHING EXTG. ACP INLAY SURFACING
(Inlay to extg. asphalt conc. pvmt.)**

CALC. BOOK NO. N/A BASELINE REPORT DATE 25-JUL-2017

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

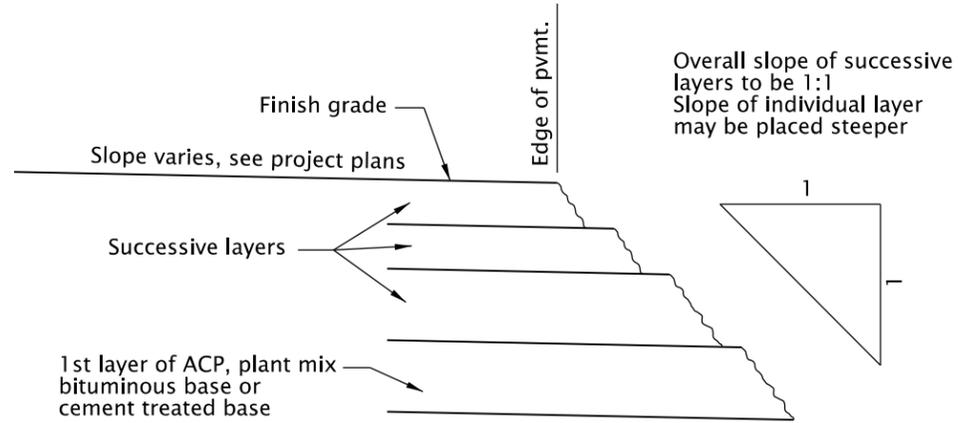
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

**OREGON STANDARD DRAWINGS
ASPHALT CONCRETE
PAVEMENT (ACP)
DETAILS**

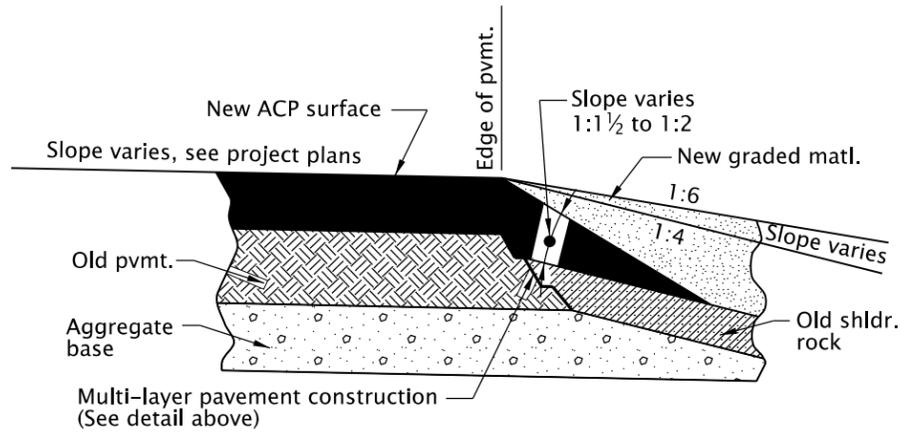
2018	
DATE	REVISION DESCRIPTION

RD610

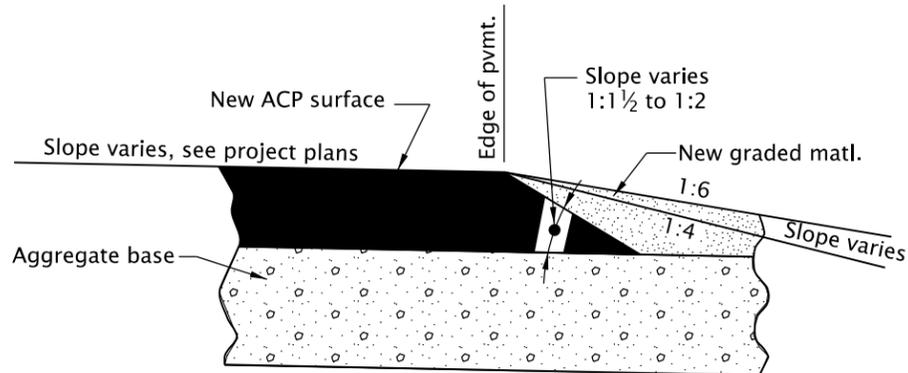
rd615.dgn 25-JUL-2017



MULTI-LAYER PAVEMENT CONSTRUCTION



SAFETY EDGE (RECONSTRUCTION INCLUDING MILL & INLAY)



SAFETY EDGE (NEW CONSTRUCTION)

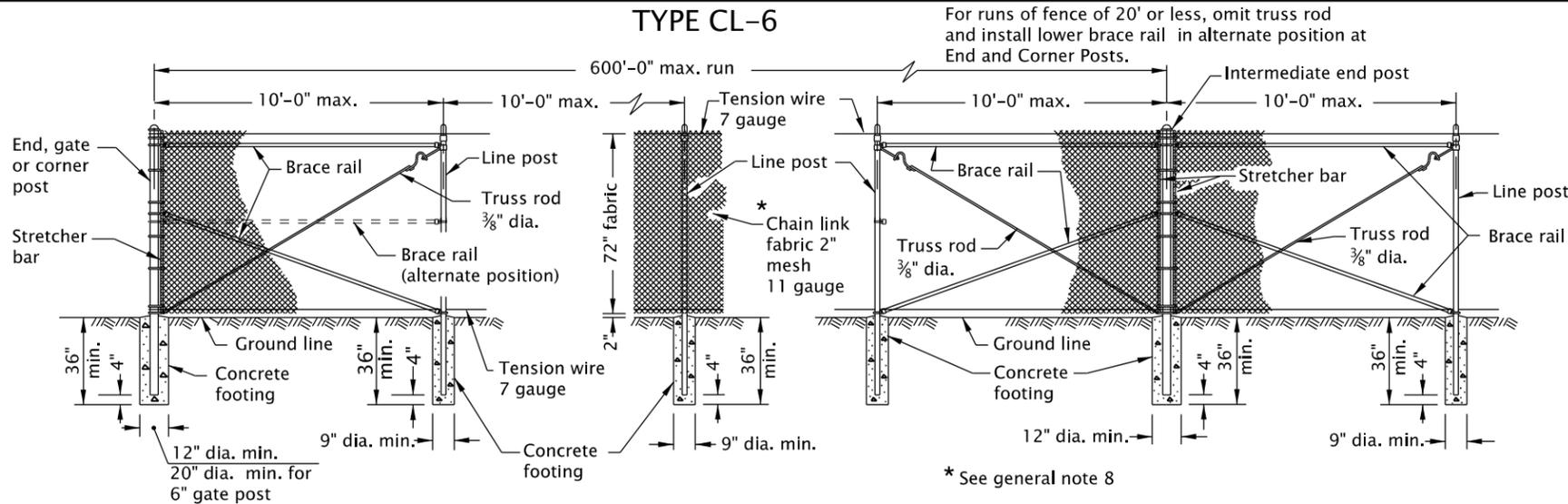
RD615

CALC. BOOK NO. <u> N/A </u>	BASILINE REPORT DATE <u> 25-JUL-2017 </u>									
<p><i>The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.</i></p>	NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications									
	OREGON STANDARD DRAWINGS									
	ASPHALT CONCRETE PAVEMENT (ACP) DETAILS									
	2018									
	<table border="1"> <thead> <tr> <th>DATE</th> <th>REVISION DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	DATE	REVISION DESCRIPTION							
DATE	REVISION DESCRIPTION									

rd15.dgn 21-JUN-2019

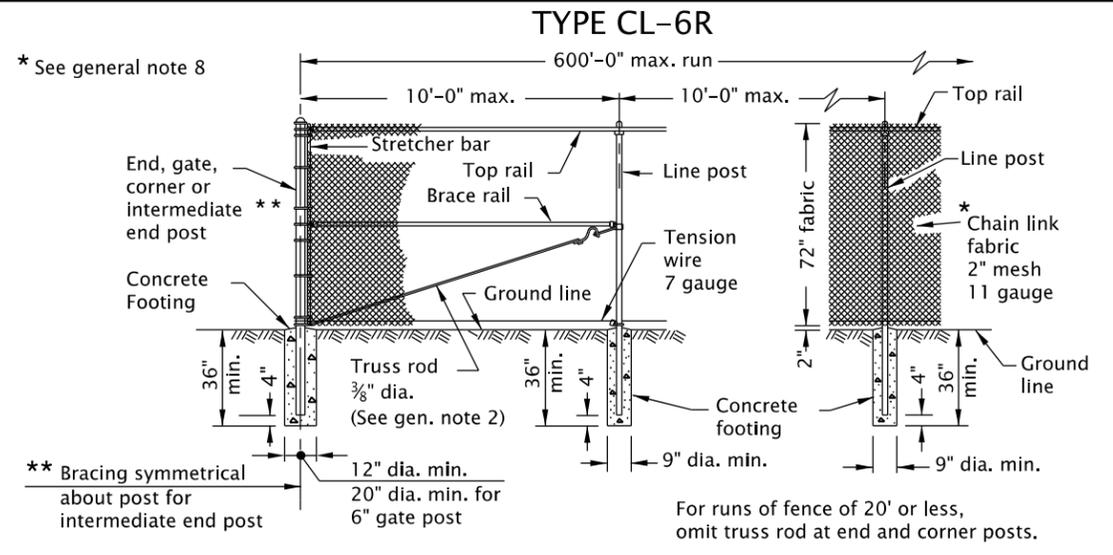
RD815

TYPE CL-6



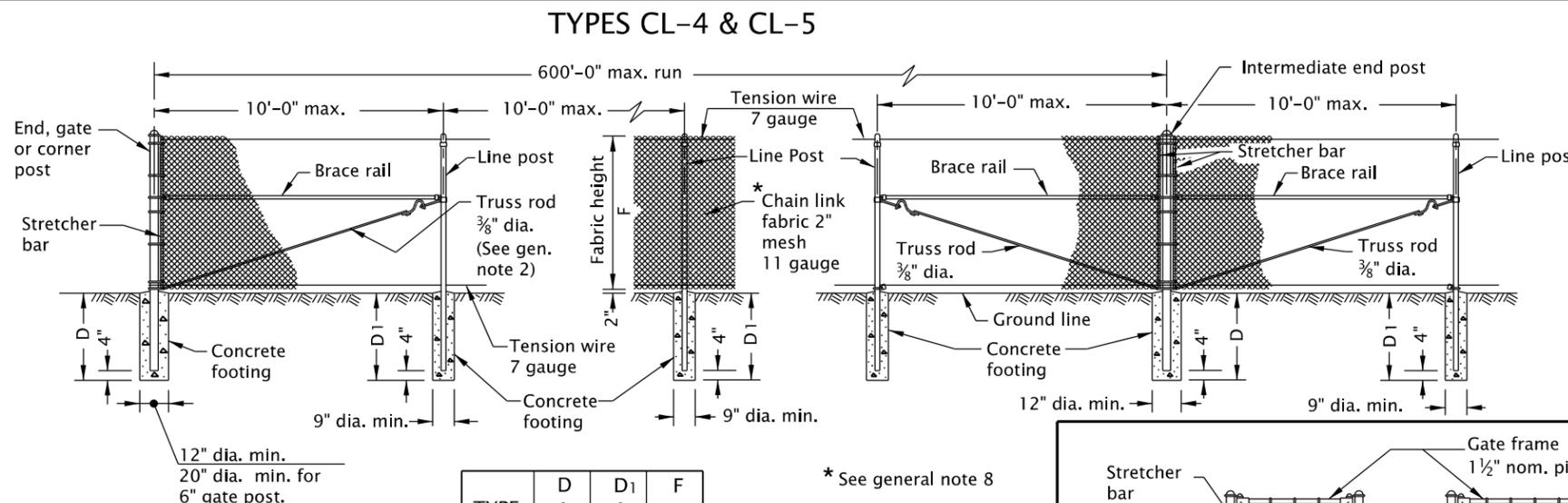
* See general note 8

TYPE CL-6R



** Bracing symmetrical about post for intermediate end post

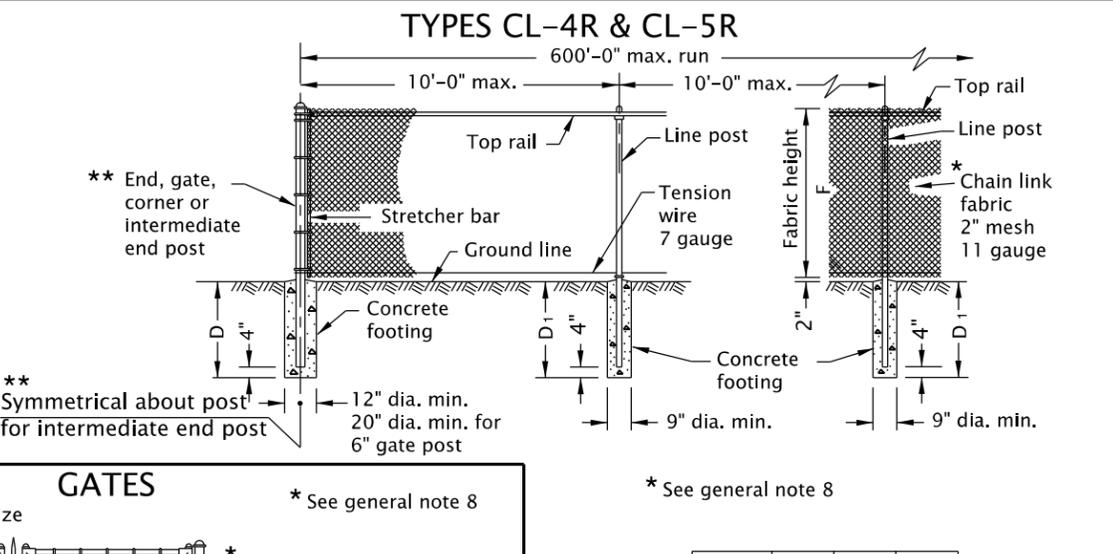
TYPES CL-4 & CL-5



TYPE	D min. (in)	D1 min. (in)	F nom. (in)
CL-4	30	24	48
CL-5	36	36	60

* See general note 8

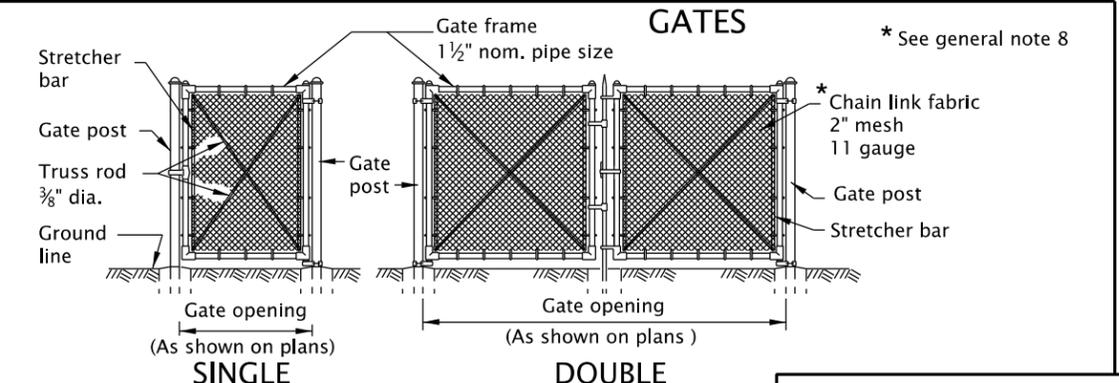
TYPES CL-4R & CL-5R



TYPE	D min. (in)	D1 min. (in)	F nom. (in)
CL-4R	30	24	48
CL-5R	36	36	60

* See general note 8

GATES



* See general note 8

TABLE 1

TYPE	MEMBER											
	BRACE AND TOP RAILS		LINE POSTS				END, CORNER & INTERMEDIATE END POST		GATE OPENING (ft)		GATE POSTS	
	TUBULAR	TUBULAR	TUBULAR	H-SECTION	TUBULAR	TUBULAR	SINGLE GATE	DOUBLE GATE	Fence Industry (in)	Nom. Dia. (in)		
CL-4 & CL-4R CL-5 & CL-5R	1 5/8	1 1/4	1 7/8	1 1/2	1 7/8 x 1 5/8	2.72	2 3/8	2	Up thru 6 7 thru 13	Up thru 12 13 thru 26	2 7/8 4	2 1/2 3 1/2
CL-6 & CL-6R	1 5/8	1 1/4	2 3/8	2	2 1/4 x 2	4.10	2 7/8	2 1/2	14 thru 18	27 thru 36	6 5/8	6

NOTE: For CL-6, CL-6R, CL-8, CL-8R, CL-10 & CL-10R, the hardware is minimum and does not include slat wind loading.

- GENERAL NOTES FOR ALL DETAILS ON THIS SHEET:
- Do not use top rail where fence can be struck by an errant vehicle.
 - Fittings shown are illustrative of use and not specific as to design.
 - Gate posts on each side of a gate opening to be the same size. At a double gate installation with unequal width gates, size of both posts to be as indicated for a single gate installation of the wider gate width.
 - For cross sectional dimensions of members, see Table 1.
 - Posts and rails with sections not shown that meet the requirements of AASHTO M181 are acceptable alternates. See ODOT's QPL for acceptable alternates.
 - All concrete shall be commercial grade concrete.
 - All chain link fabric top and bottom selvage shall be knuckled finish.
 - Chain link fabric for the fence to be installed with pickets shall be 9 gauge wire woven in 3 1/2" by 5 1/2" diamond mesh.
 - See project plans for details not shown.

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

BASELINE REPORT DATE 21-JUN-2019

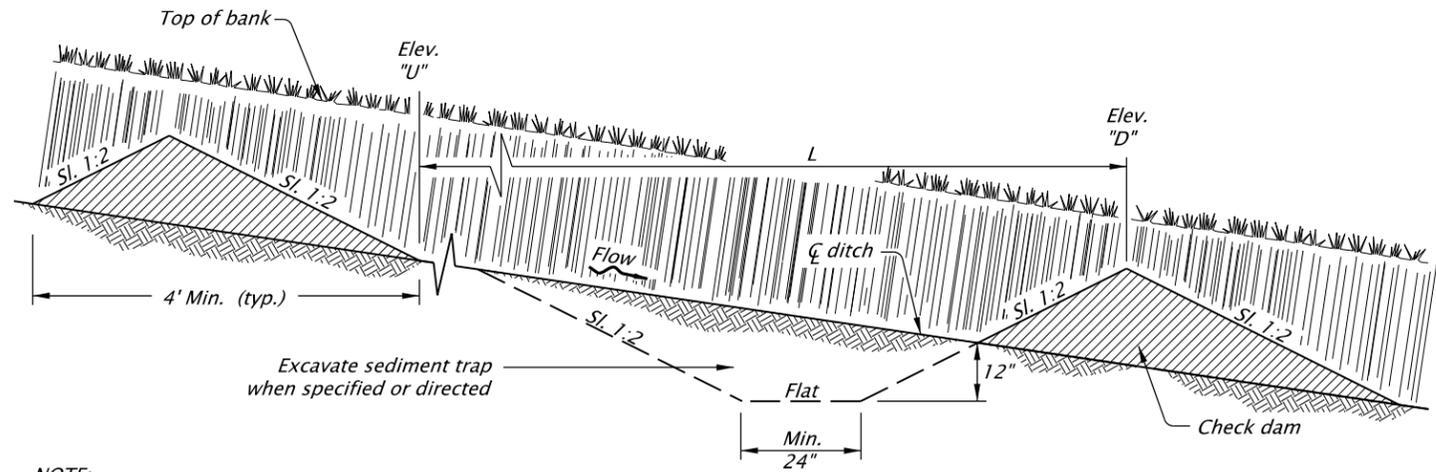
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

OREGON STANDARD DRAWINGS

CHAIN LINK FENCE

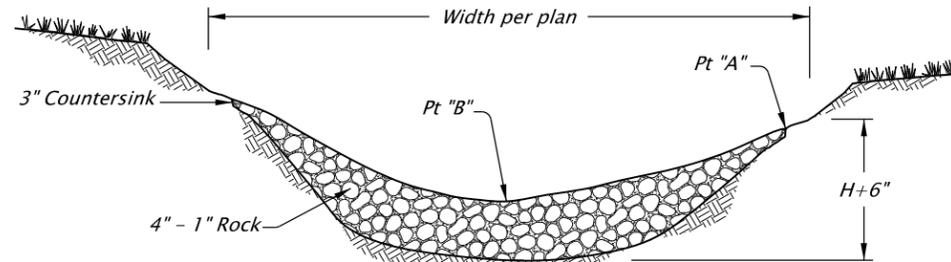
2018

DATE	REVISION DESCRIPTION
06-2019	REVISED DETAIL & NOTES



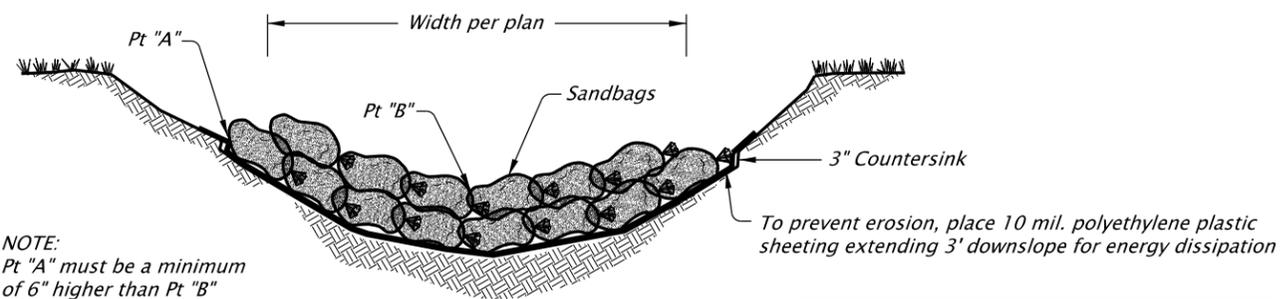
NOTE:
L = Spacing along swale or ditch so that
Elevation "U" equals Elevation "D".

**TYPICAL PROFILE SECTION CHECK DAMS
(SHOWN WITH AGGREGATE)**



NOTE:
Pt "A" must be a minimum
of 6" higher than Pt "B"

AGGREGATE CHECK DAM - TYPE 1



NOTE:
Pt "A" must be a minimum
of 6" higher than Pt "B"

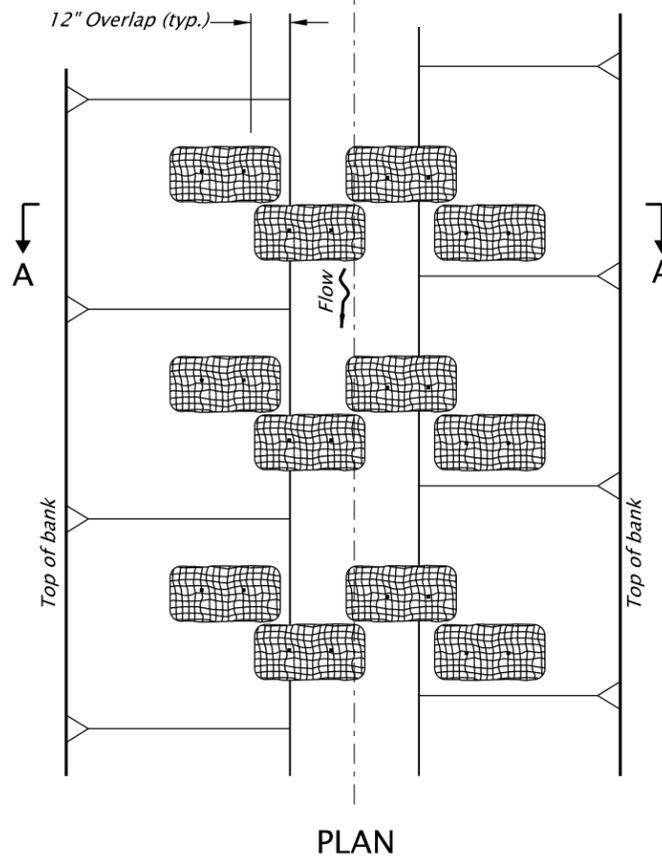
SANDBAG CHECK DAM - TYPE 4

NOTES:

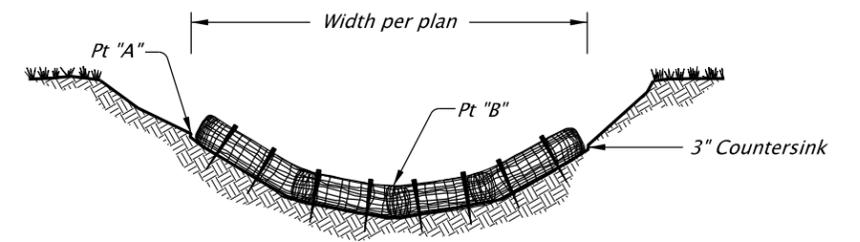
1. Type 3 - stake biofilter bags with two 2" X 2" X 18" (min.) wood stakes per bag. Drive stakes a minimum of 6" into the ground and flush with the top of the bags. Omit stakes if placed over paved surfaces. Overlap bags 6" min at each joint.
2. Type 4 - Tightly abut or overlap ends of sandbags at each joint.
3. Spacing between check dams for all check dam types shall comply with the typical profile section shown above.

MAXIMUM CHECK DAM SPACING "L"				
Ditch Grade	H=8"	H=12"	H=18"	H=24"
	10%	**	**	15'
9%	**	**	16'	22'
8%	**	**	18'	25'
7%	**	**	21'	28'
6%	**	16'	25'	33'
5%	**	20'	30'	40'
4%	16'	25'	37'	50'
3%	22'	33'	50'	66'
2%	33'	50'	75'	100'

** Not Allowed H = Min. dam height



PLAN

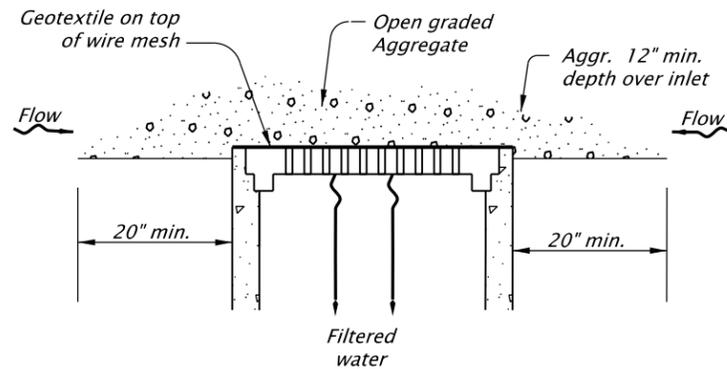


**SECTION A-A
BIOFILTER BAG CHECK DAM - TYPE 3**

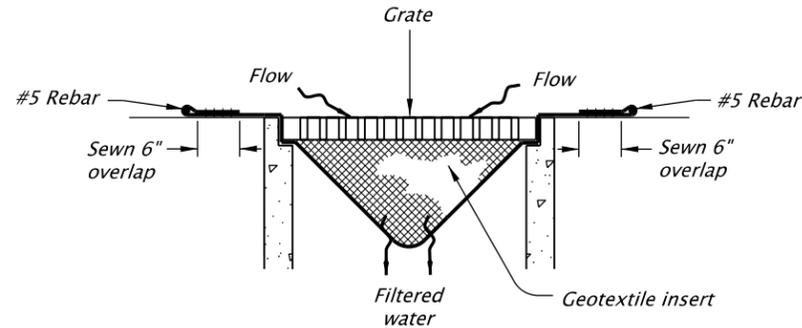
CALC. BOOK NO. 6407	BASELINE REPORT DATE November 2017
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications	
OREGON STANDARD DRAWINGS	
CHECK DAMS TYPE 1, 3 AND 4	
2018	
DATE	REVISION DESCRIPTION

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

rd1010.dgn 10-01-2018

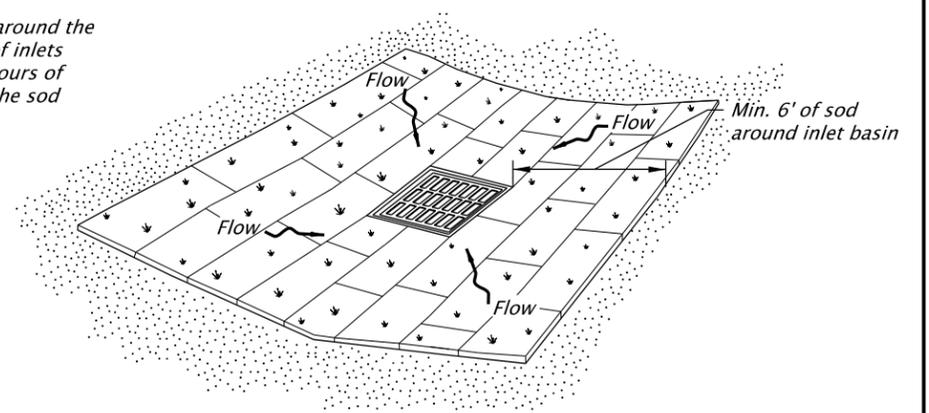


GEOTEXTILE/WIRE MESH/AGGREGATE - TYPE 2

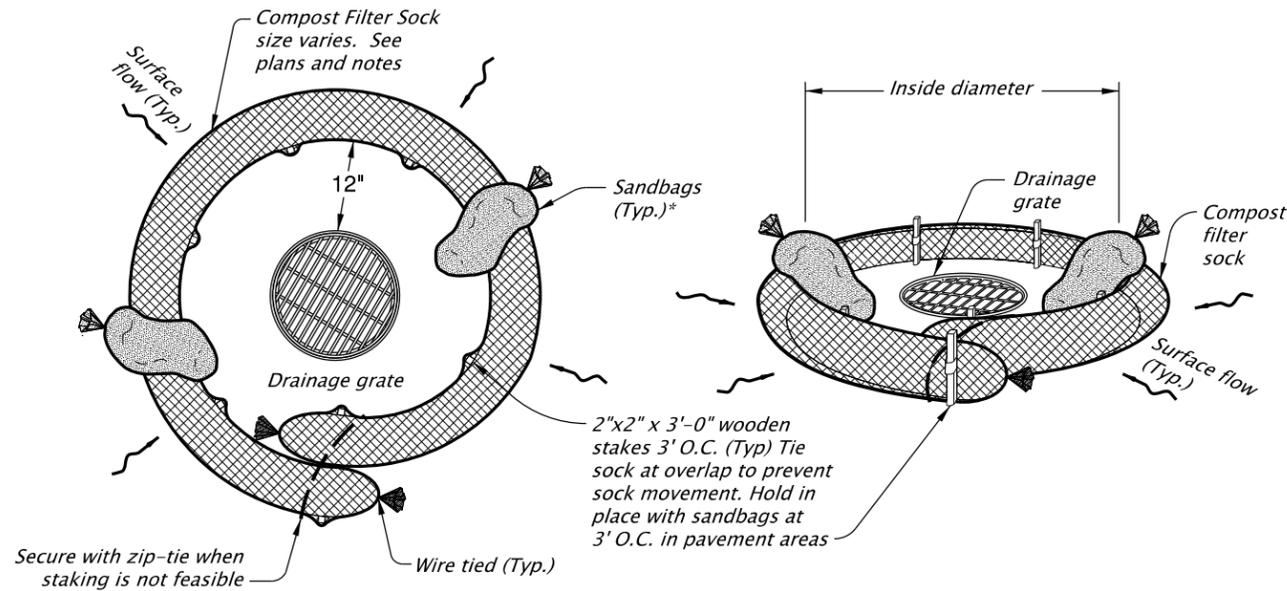


PREFABRICATED FILTER INSERT - TYPE 3

Note:
Install sod around the perimeter of inlets within 36 hours of harvest of the sod

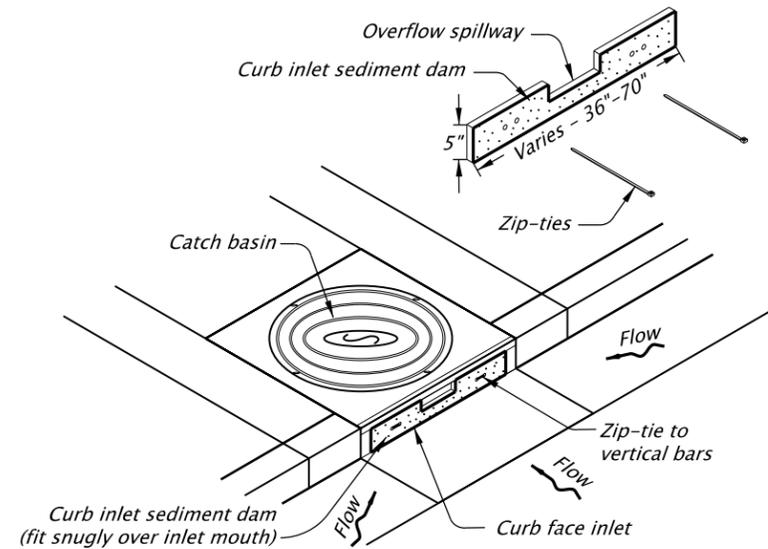


SOD PROTECTION - TYPE 6

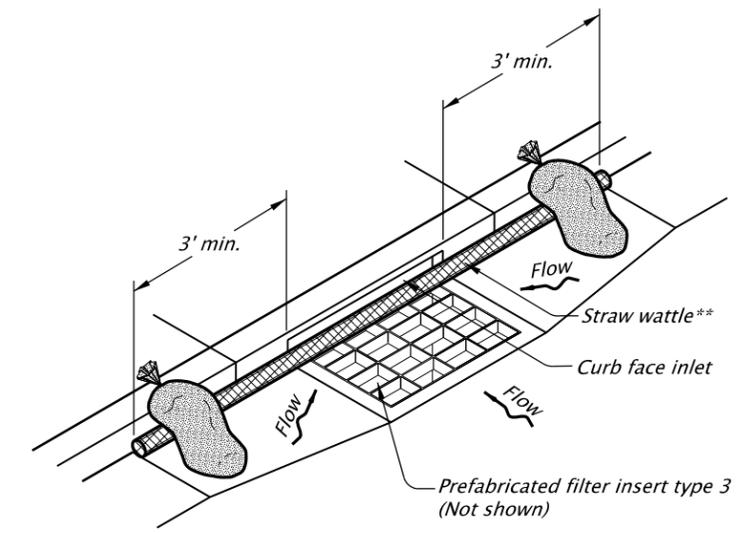


AREA DRAIN PLAN

AREA DRAIN PERSPECTIVE VIEW

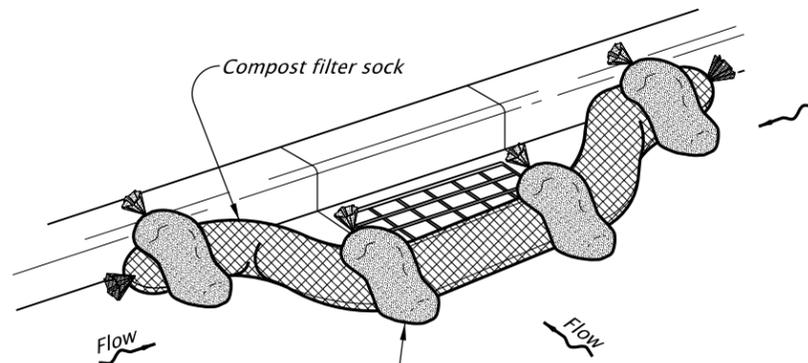


CURB INLET SEDIMENT DAM - TYPE 10



WATTLE BARRIER WITH FILTER INSERT - TYPE 11

** Straw wattle drawn NTS to show curb inlet opening



CURB INLET PERSPECTIVE VIEW

COMPOST FILTER SOCK OR WATTLE - TYPE 7

* Use sandbags to hold wattles in place. Sandbags are not necessary for compost filter socks

Notes:

*Type 2 - Geotextile/wire mesh/aggregate
Place the wire mesh over the grate.
Place sediment fence geotextile over the wire mesh and perimeter area around structure.
Install aggregate over the geotextile fabric.*

*Type 3 - Prefabricated filter inserts
Install prefabricated filter inserts according to the plans, special provisions, and manufacturer recommendations.
Prefabricated inserts with provisions for overflow are allowed only when accompanied by additional BMP's to prevent the potential of sediments entering project storm systems.
Field fabricated inserts are not allowed.*

*Type 7 - Compost filter sock
Drive 2" X 2" wood stakes a minimum of 6" into ground and flush with the top of the sock.
Overlap ends of sock per manufacturers recommendations*

*Type 7 cont. - (1' min, 3' max).
Use 8" to 12" dia sock on curbside in traffic areas.
Use 12" to 18" dia sock in non-traffic areas or areas where the larger socks can be used safely.*

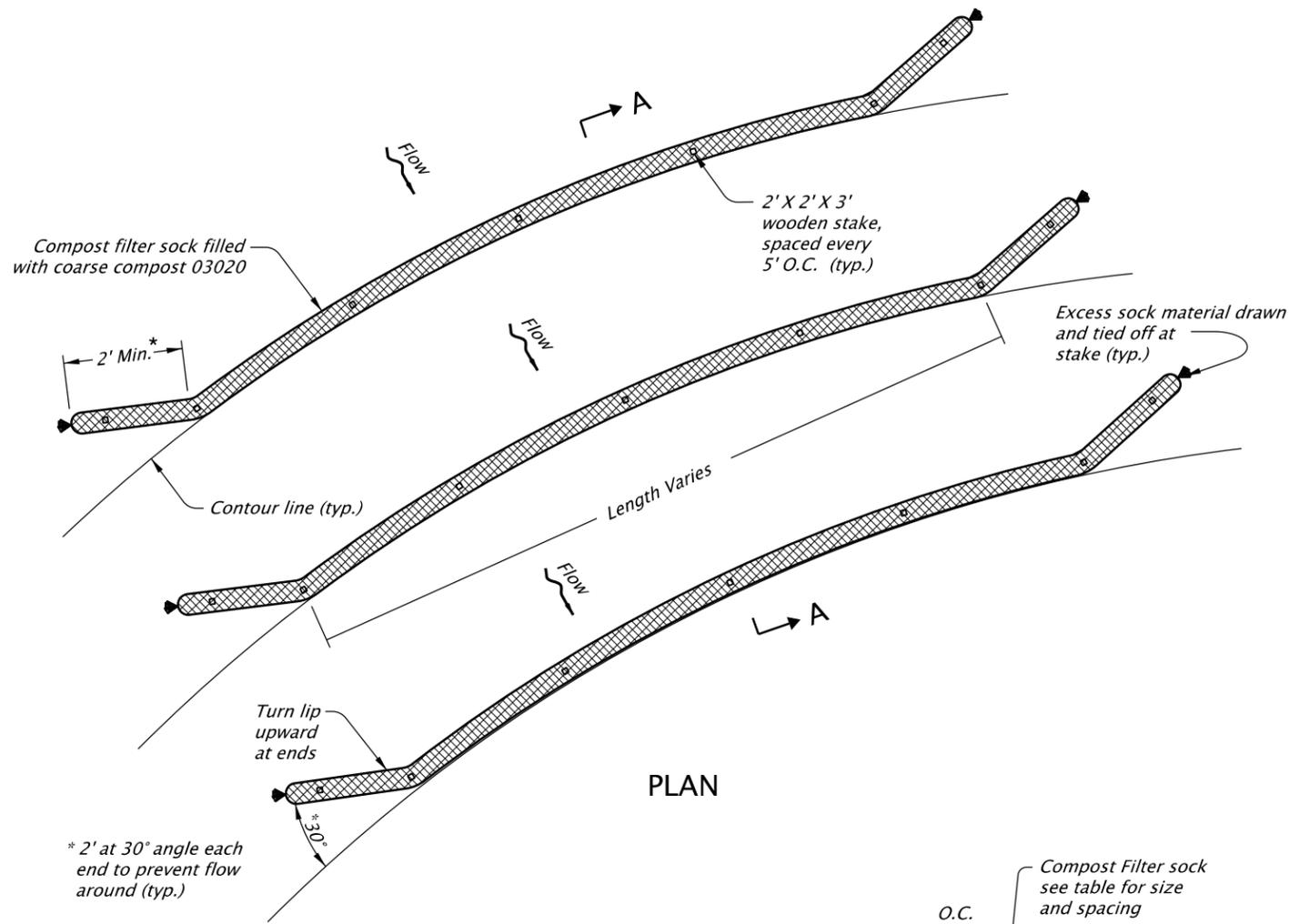
*Type 10 - Curb inlet sediment dam
Fit curb inlet sediment dam snugly into inlet mouth. Curb inlet sediment dam is required for use with inlet filter insert where at-grade inlet grate and curb inlet are combined at a catch basin.*

*Type 11 - Wattle barrier with filter insert
Install prefabricated filter insert per type 3 detail.
Install wattles over opening and 3' to each side of opening tight against curb. Adjust wattle to force storm water to flow through filter insert or wattle prior to leaving the site. Adjust, replace or modify the inlet protection as needed to prevent sediment laden water from entering the catch basin.*

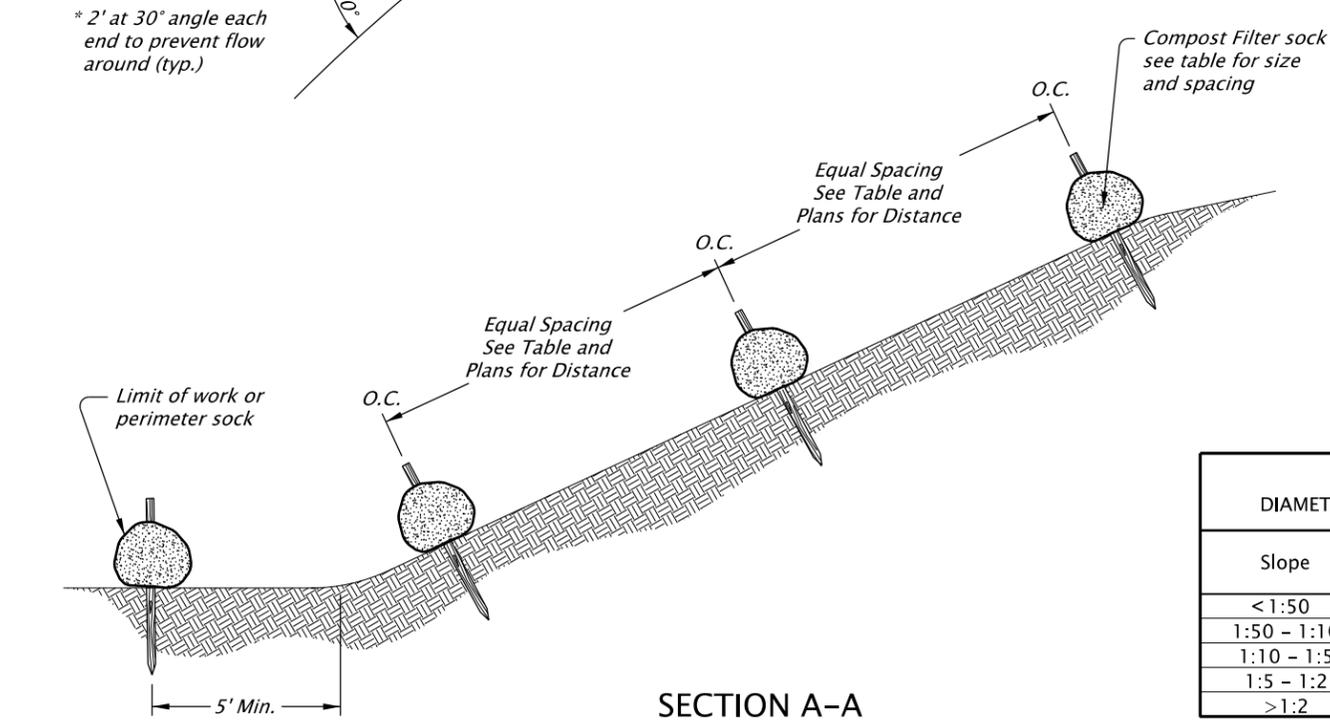
CALC. BOOK NO. <u>6402, 6406, 6407</u>		BASELINE REPORT DATE <u>October 2018</u>	
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications			
OREGON STANDARD DRAWINGS			
INLET PROTECTION TYPE 2, 3, 6, 7, 10 and 11			
2018			
DATE	REVISION	DESCRIPTION	
01/2018	Added type 10 and 11		
10/2018	Corrected Sheet title to include added inlet protection details		

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RD1010



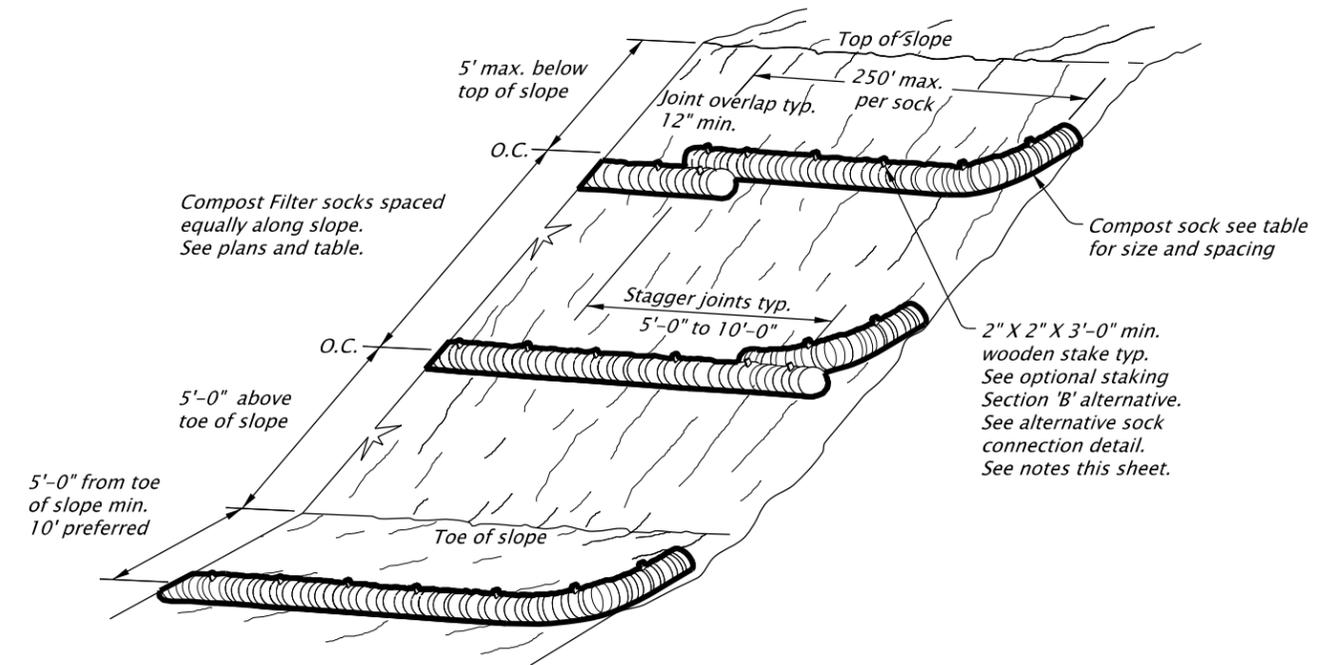
PLAN



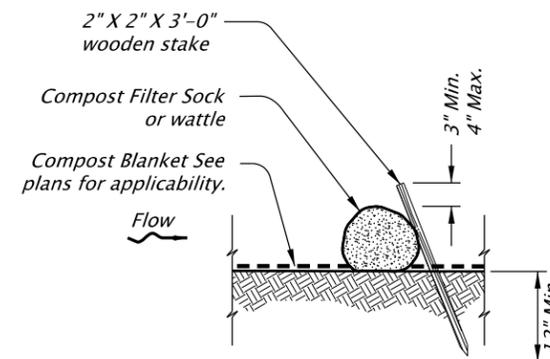
SECTION A-A

COMPOST FILTER SOCK DIAMETER AND SPACING BASED ON SLOPE		
Slope	Spacing (Ft)	Diameter (In)
< 1:50	250	8
1:50 - 1:10	125	12
1:10 - 1:5	100	12
1:5 - 1:2	50	18
> 1:2	25	18

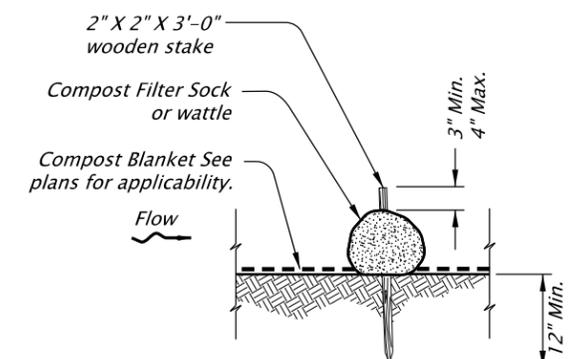
COMPOST FILTER SOCK



SLOPE APPLICATION - PERSPECTIVE VIEW

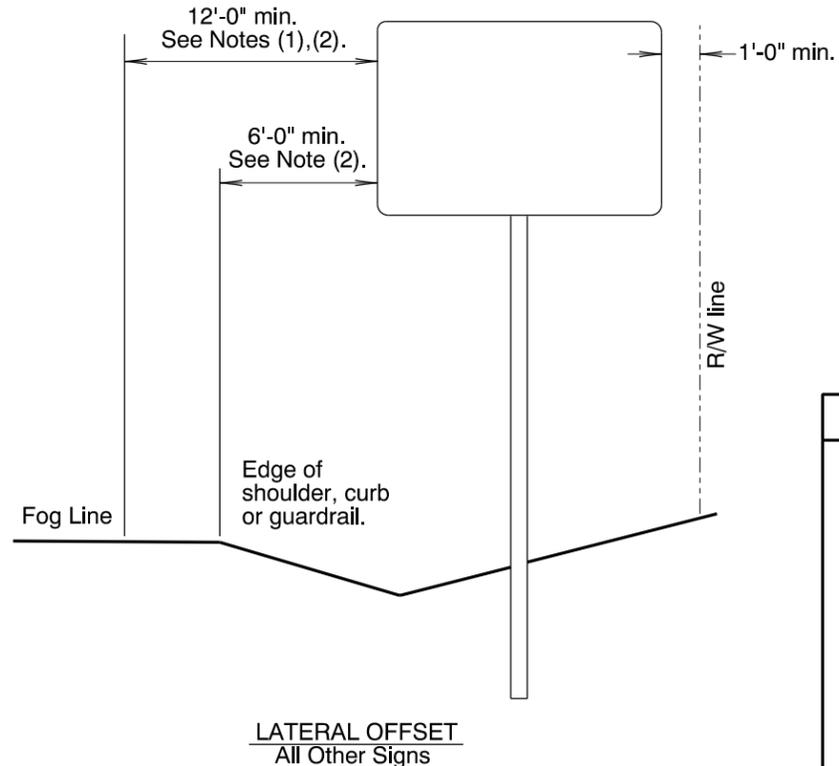
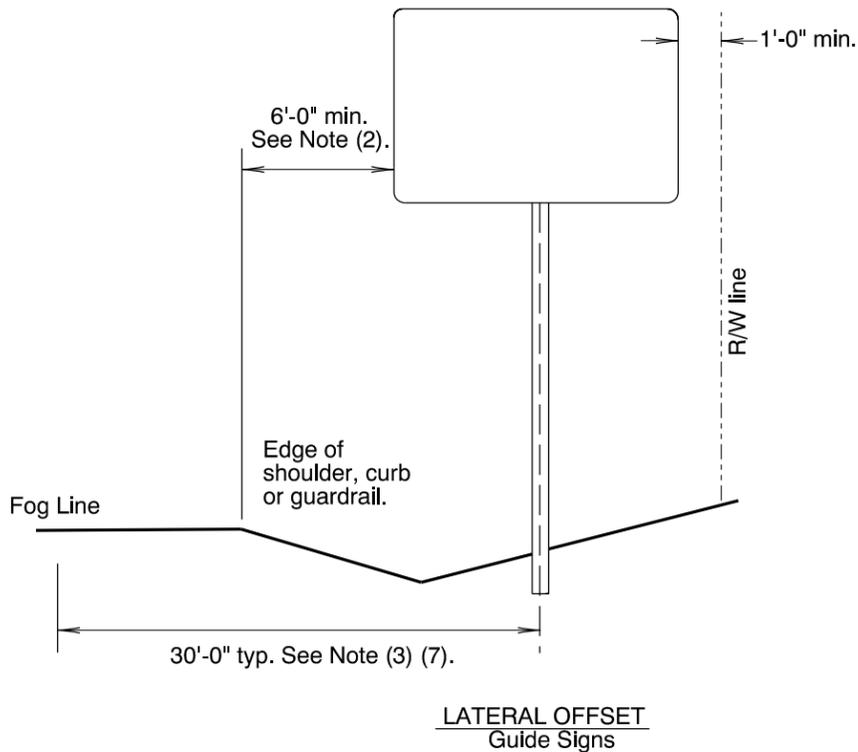
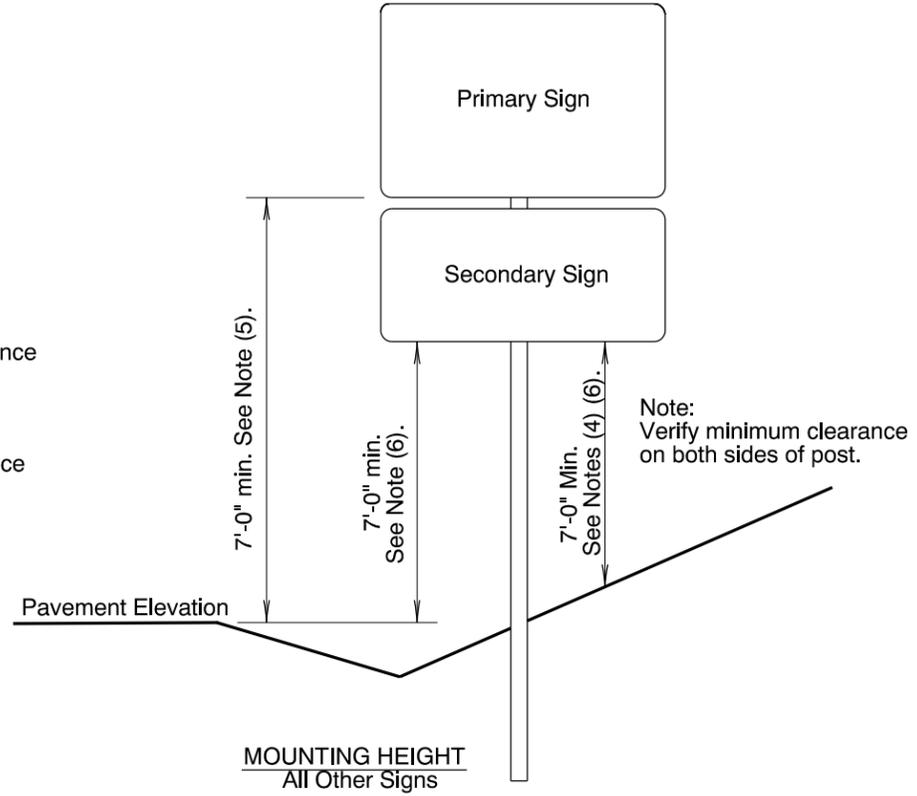
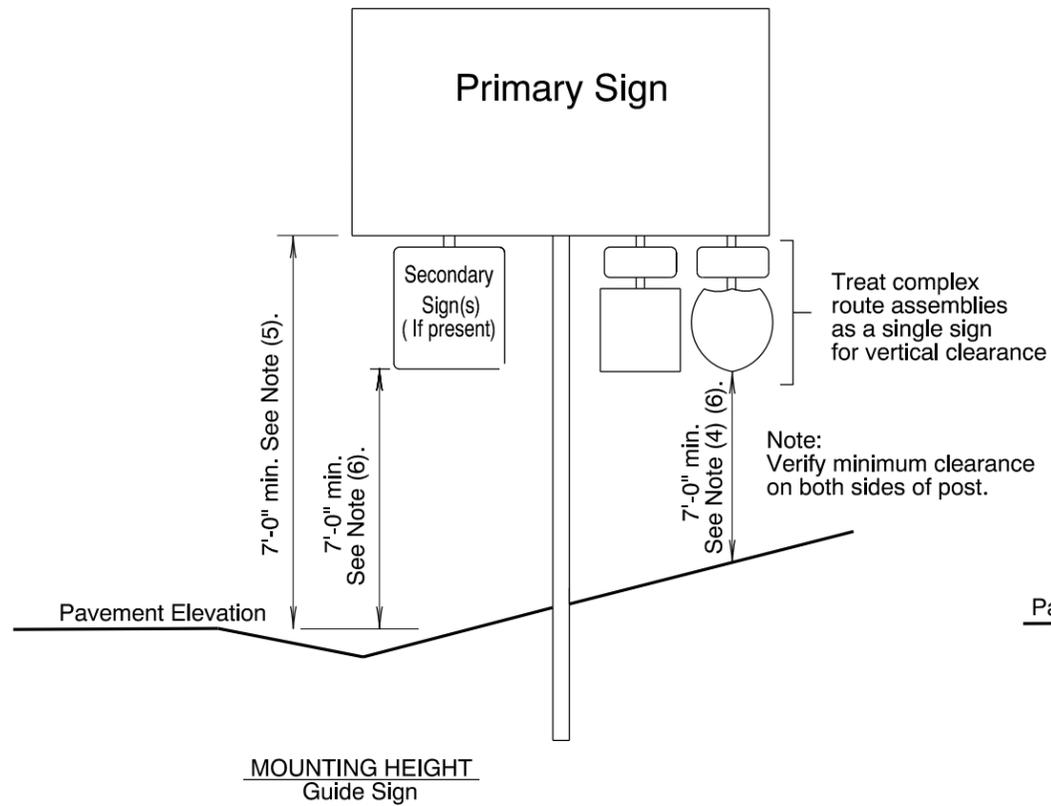


ALTERNATIVE 1 (Staking)



ALTERNATIVE 2 (Staking)

CALC. BOOK NO. <u>6403, 6404, 6405</u>	BASELINE REPORT DATE <u>July 2014</u>
<p>The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.</p>	<p>NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications</p> <p>OREGON STANDARD DRAWINGS</p> <p>SEDIMENT BARRIER TYPE 8</p> <p>2018</p>
	DATE _____ REVISION DESCRIPTION _____



General Installation Notes:

- a. Signing details shown on this sheet are intended to convey "typical" conditions only. Individual locations may require installation different from those shown. For guidance regarding unique installations or exceptions call the Project Sign Designer or Region Traffic Section.
- b. Locate breakaway supports away from ditches to avoid problems with erosion, corrosion, debris, maintenance and breakaway performance. See Dwg. No. TM635 for more information.
- c. For wood post support details see Dwg. No. TM670.
- d. For perforated steelsquare tube support details see Dwg. No. TM681.
- e. For triangular base breakaway support details see Dwg. No. TM602.
- f. For multi-post breakaway support details see Dwg. No. TM600.
- g. Mounting heights should not be more than 3 inches more than the minimum heights shown, where practical.
- h. 2" vertical spacing between all signs.

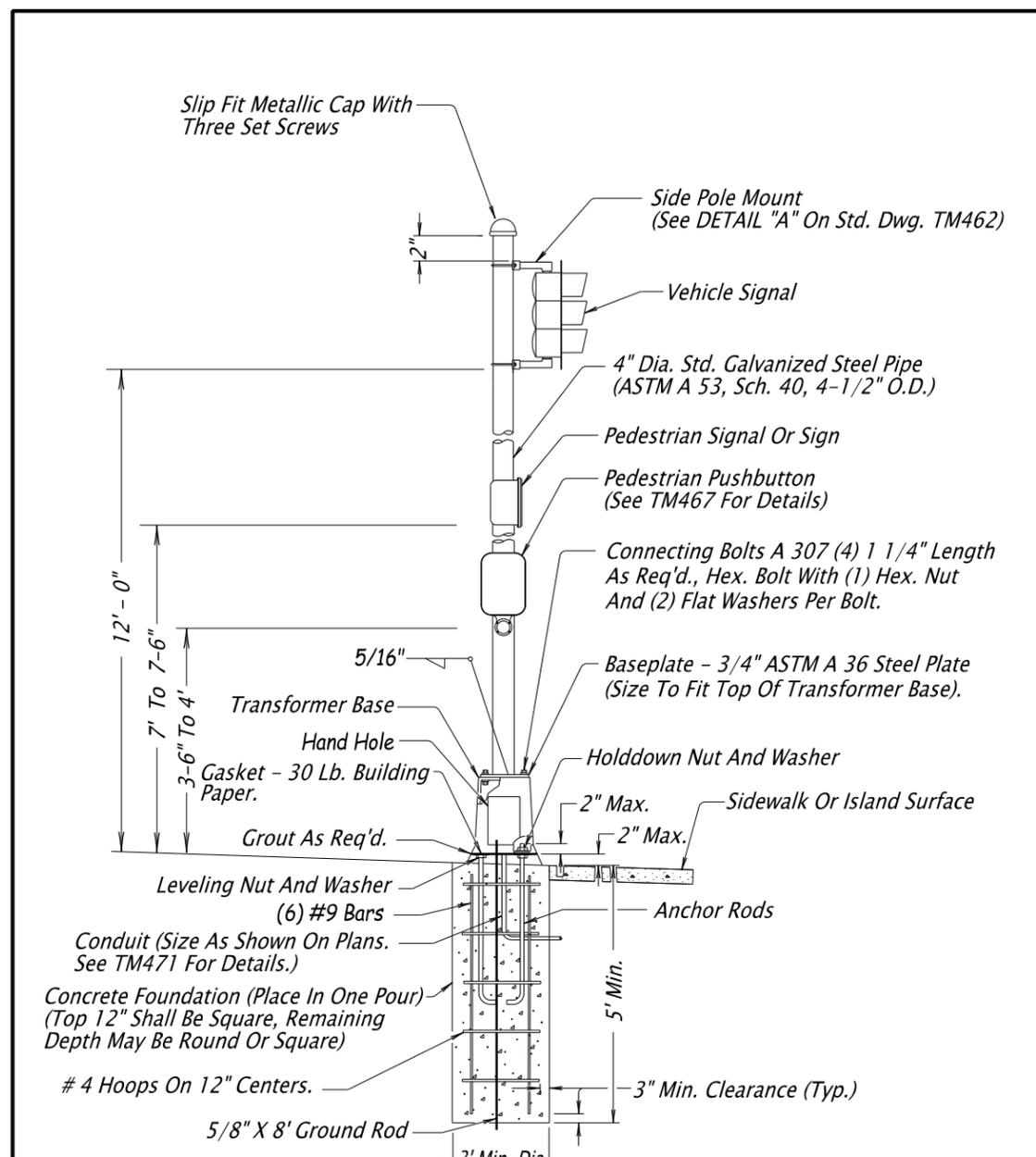
Notes:

- 1). 6' minimum if behind barrier.
- 2). 2' minimum if restricted R/W.
- 3). 20' for ramp terminals.
- 4). 8' minimum if bicycle path underneath.
- 5). 8' minimum if secondary signs attached.
- 6). 5' minimum if outside clearzone, in rural areas and no pedestrians underneath.
- 7). For multi-post installations measure distance from post closest to roadway.

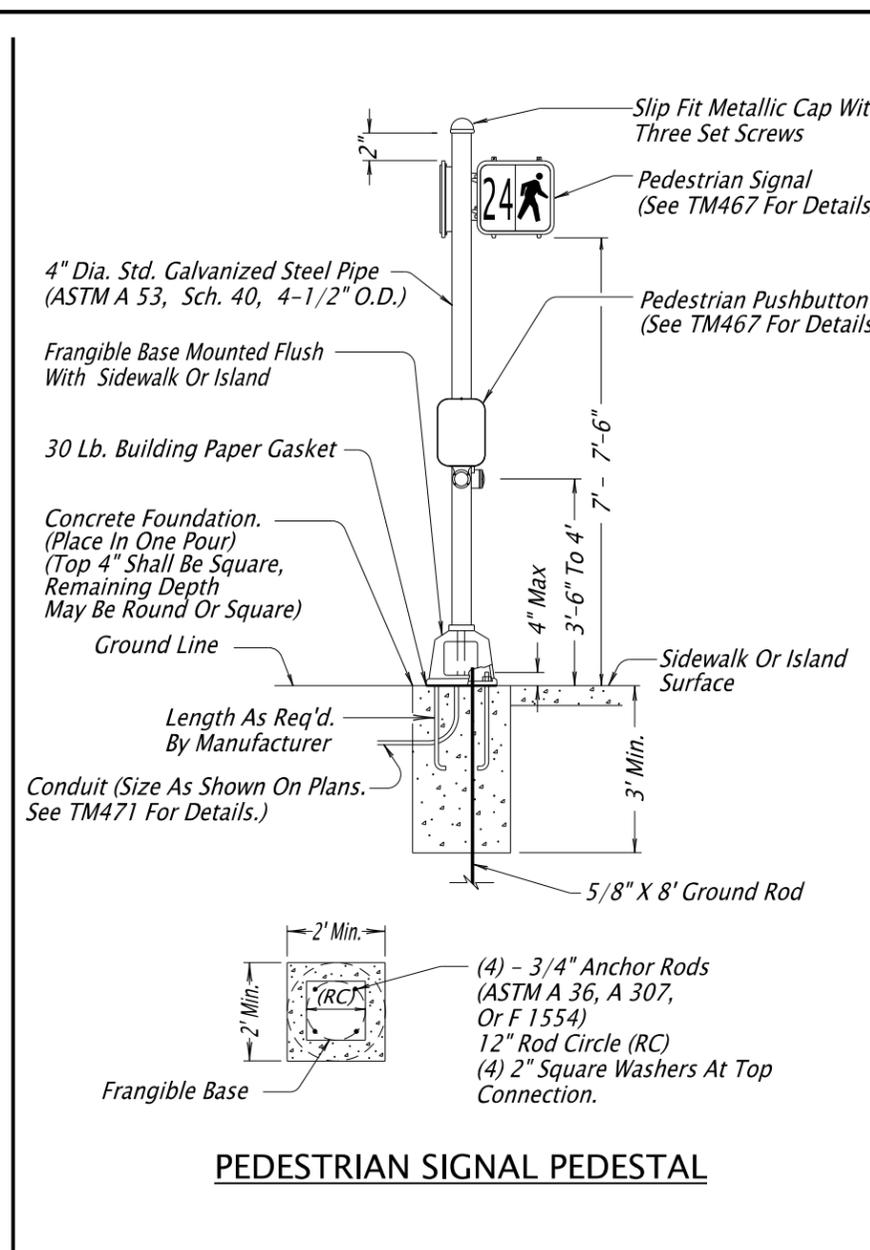
CALC. BOOK NO. <u>N/A</u>	BASELINE REPORT DATE <u>01/08/2018</u>
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications	
OREGON STANDARD DRAWINGS	
SIGN INSTALLATION DETAILS	
2018	
DATE	REVISION DESCRIPTION
1/08/18	Adjusted slope line on Mounting Height detail for clarity

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

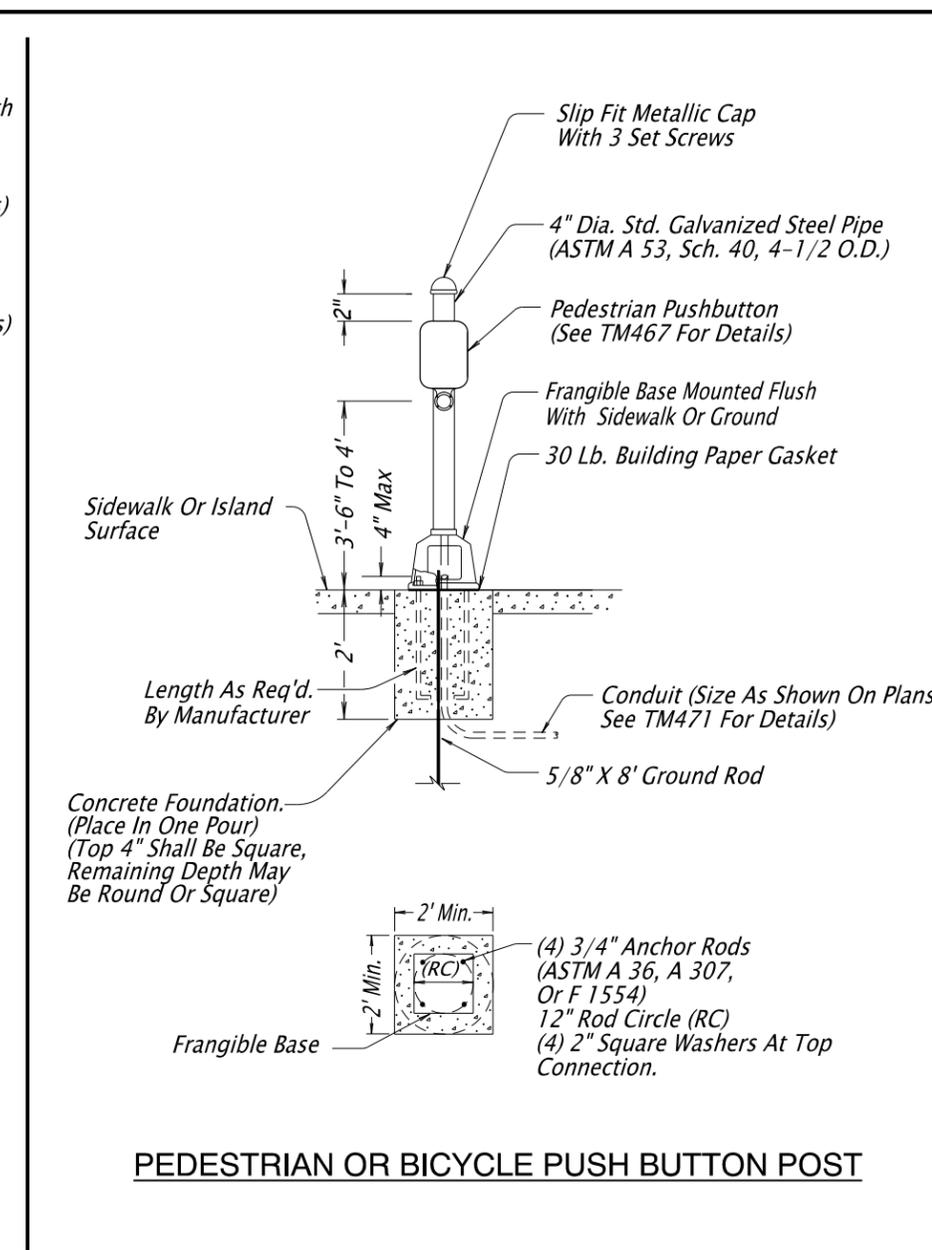
TM457



VEHICLE SIGNAL PEDESTAL



PEDESTRIAN SIGNAL PEDESTAL

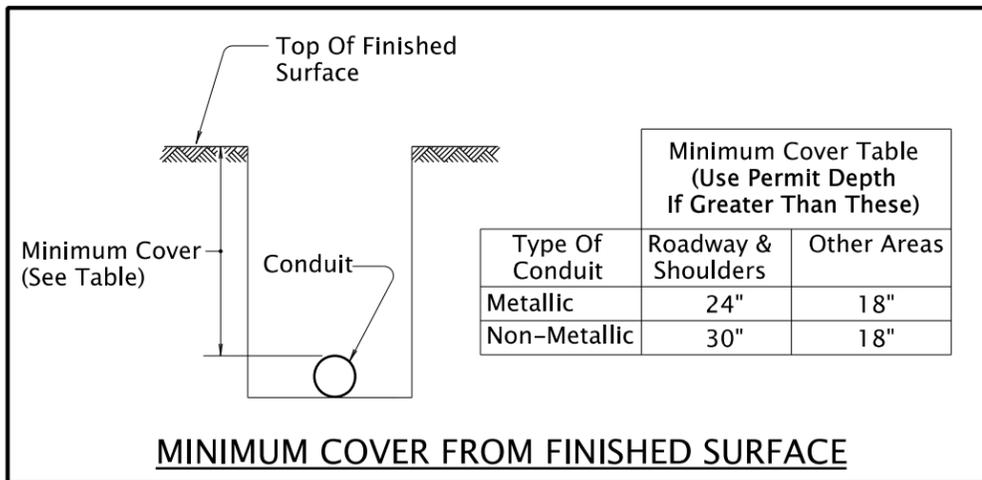


PEDESTRIAN OR BICYCLE PUSH BUTTON POST

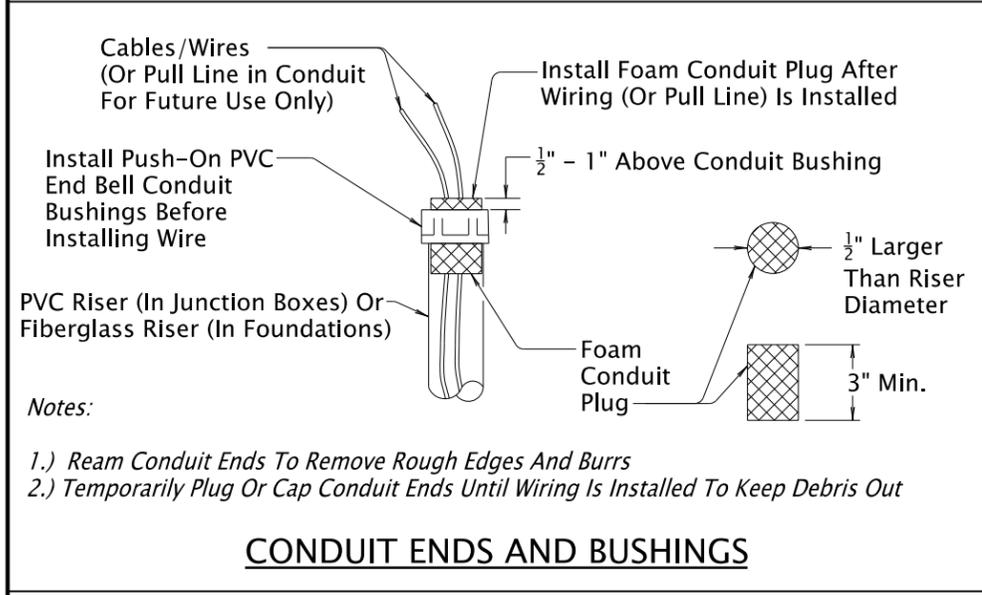
- General Notes:**
1. All Bolts, Nuts And Washers Shall Conform To 02560.20 And Be Galvanized Steel According To 02560.40 Unless Noted Otherwise.
 2. All Anchor Rods Shall Be Galvanized Steel Conforming To 02560.30.
 3. All Pole Entrances Containing Wiring Shall Be Smooth.
 4. Install 1/4" Thick Prefomed Expansion Joint Filler Around Footing In Sidewalk Area As Per Tm653.
 5. Top Of Foundations Shall Have 0" - 1/4" Exposure Above Finish Grade.
 6. Flat Side Of Foundation Should Line Up With Back Of Sidewalk.

CALC. BOOK NO. <u> N/A </u>	BASLINE REPORT DATE <u> 2-Jul-2018 </u>
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications	
OREGON STANDARD DRAWINGS	
VEHICLE, PEDESTRIAN SIGNAL AND PUSHBUTTON MOUNTING OPTION DETAILS	
2018	
DATE	REVISION DESCRIPTION
07/18	Added References To Several Notes

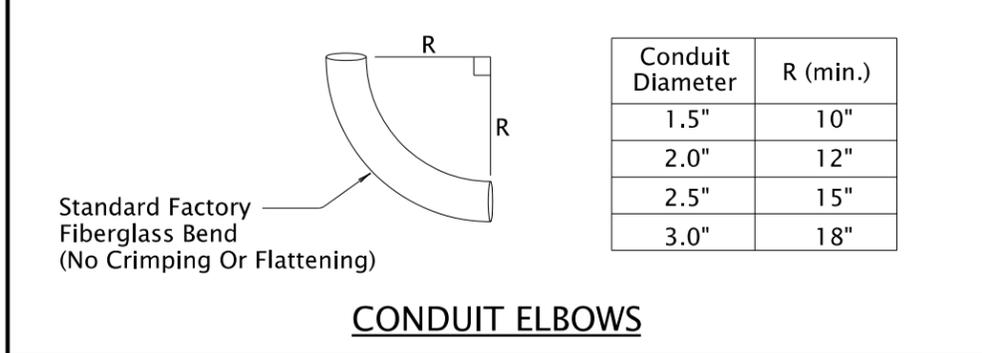
The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.



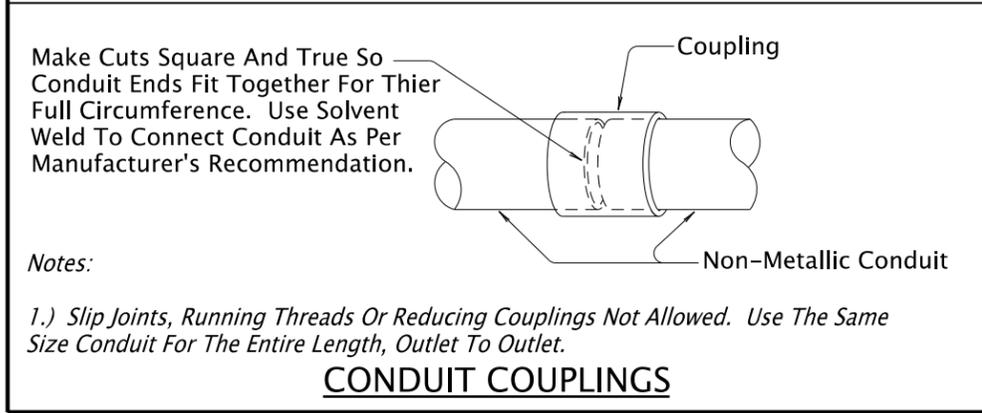
MINIMUM COVER FROM FINISHED SURFACE



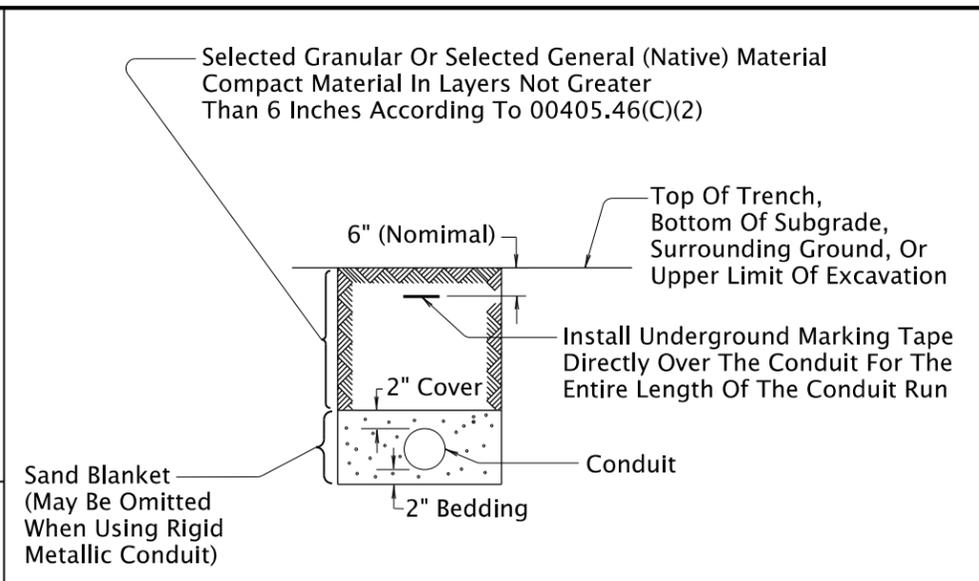
CONDUIT ENDS AND BUSHINGS



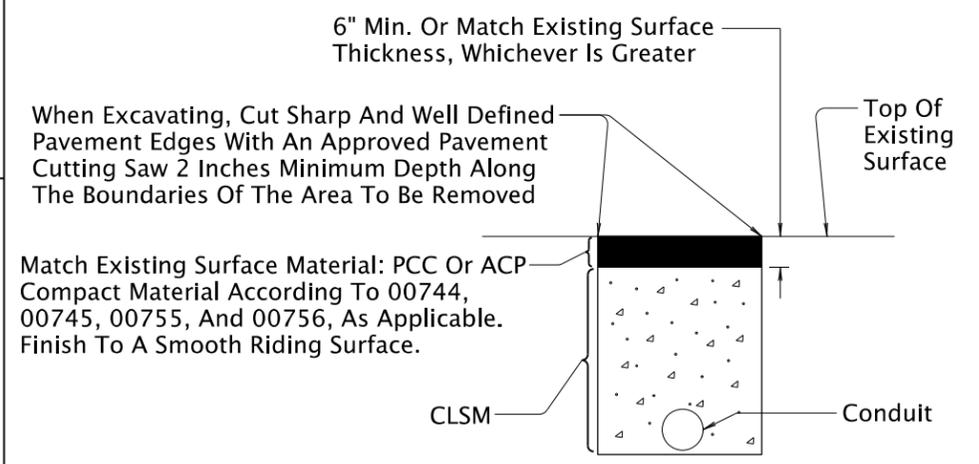
CONDUIT ELBOWS



CONDUIT COUPLINGS



**UNSURFACED AREAS
(new roadway prior to paving, shoulders, under sidewalk, landscaped areas, etc.)**

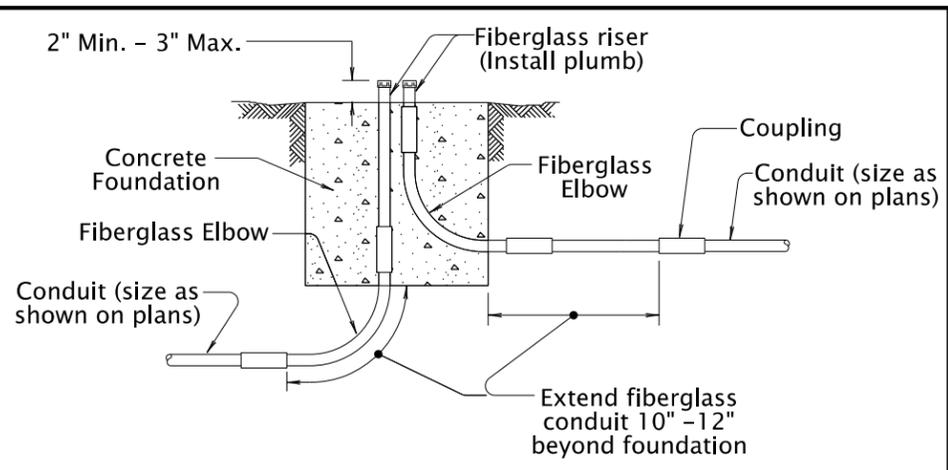


EXISTING PAVED AREAS

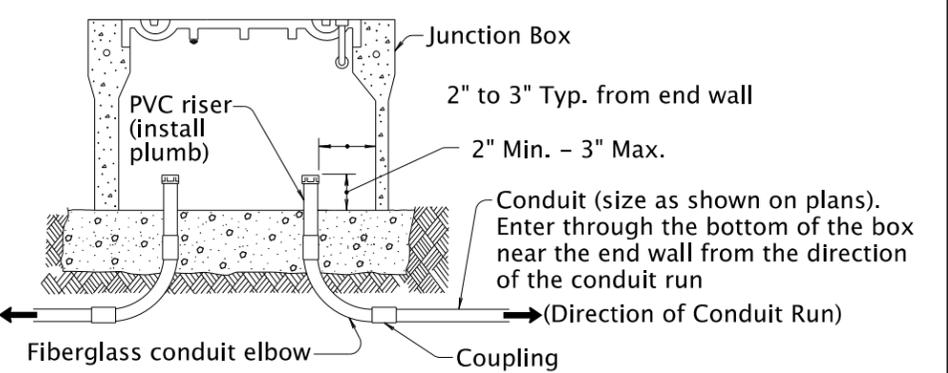
Trenching & Backfill Notes:

1. Excavate According To 00960.40. In Areas To Be Paved Or Landscaped, Place All Conduit Before Paving Or Landscaping.
2. Hold Trench Width To A Practical Minimum
3. Do Not Backfill Trenches Until Inspected By The Engineer
4. Furnish Backfill Materials According To 00960.10

CONDUIT OPEN TRENCH EXCAVATION & BACKFILL



**CONDUIT INSTALLATIONS IN FOUNDATIONS
(Applicable for Pole, Pedestal, Post, Service Cabinet and Controller Cabinet Foundations)**



CONDUIT INSTALLATION IN JUNCTION BOXES

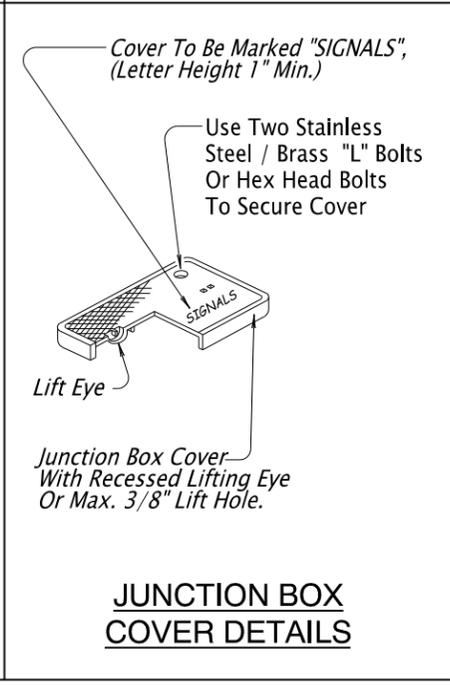
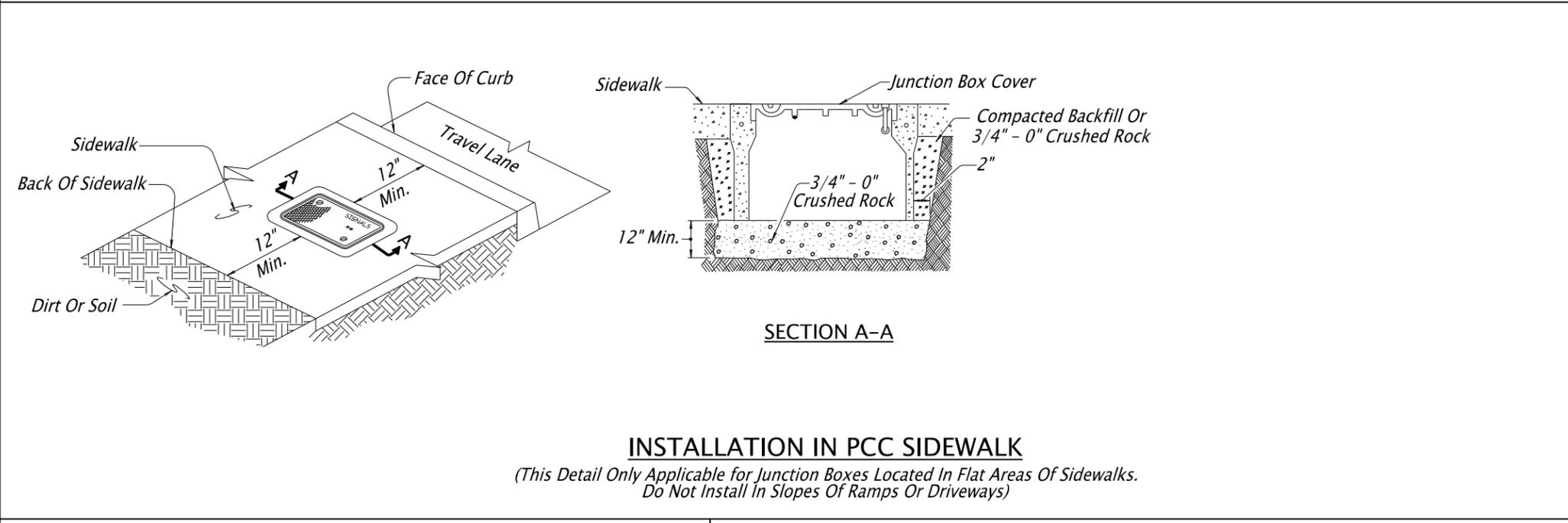
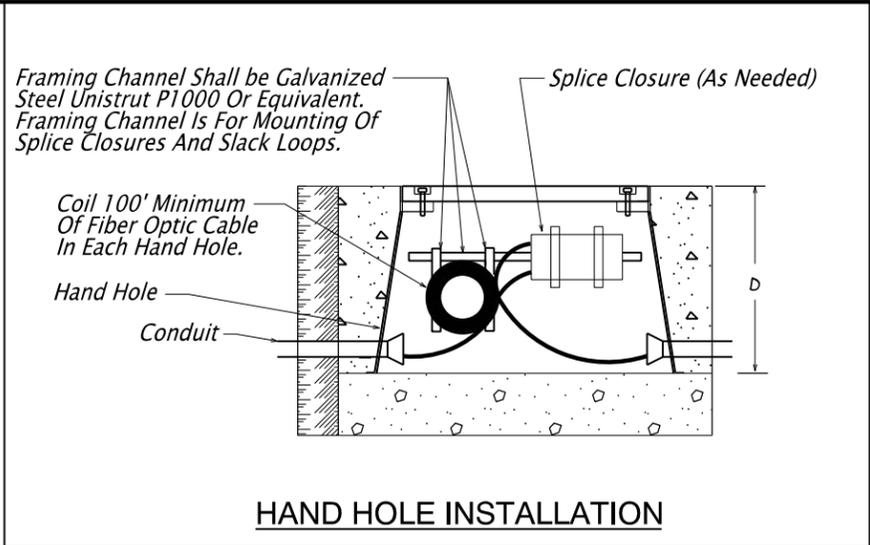
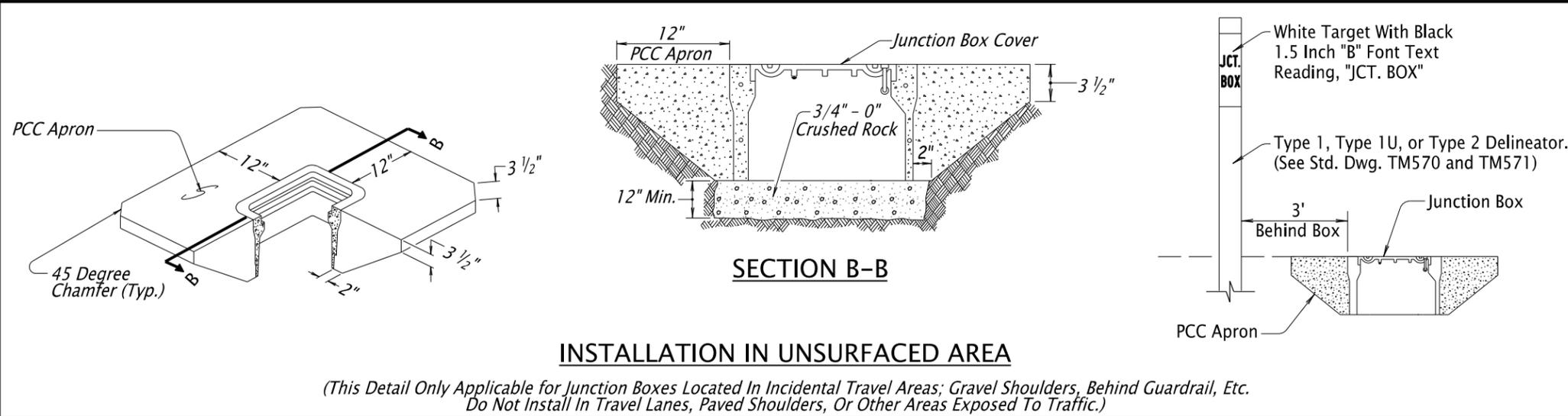
General Notes:

1. Install Non-Metallic Conduit Unless Otherwise Shown. Conduit Runs Shall Be Continuous Between Any Pole, Junction Box, Or Cabinet.
2. Install Conduit By Open Trench Method, Horizontal Directional Drilling, Or As Shown
3. Conduit Runs Shown On Plans Are For Bidding Purposes Only. Locations May Be Changed To Avoid Obstructions.
4. Larger Conduit Than Specified May Be Used At The Option And Cost Of The Contractor

CALC. BOOK NO. _ N/A _	BASELINE REPORT DATE _ 2-Jul-2018 _
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications	
OREGON STANDARD DRAWINGS	
TRENCHING & CONDUIT INSTALLATION	
2018	
DATE	REVISION DESCRIPTION
07/18	New Drawing

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

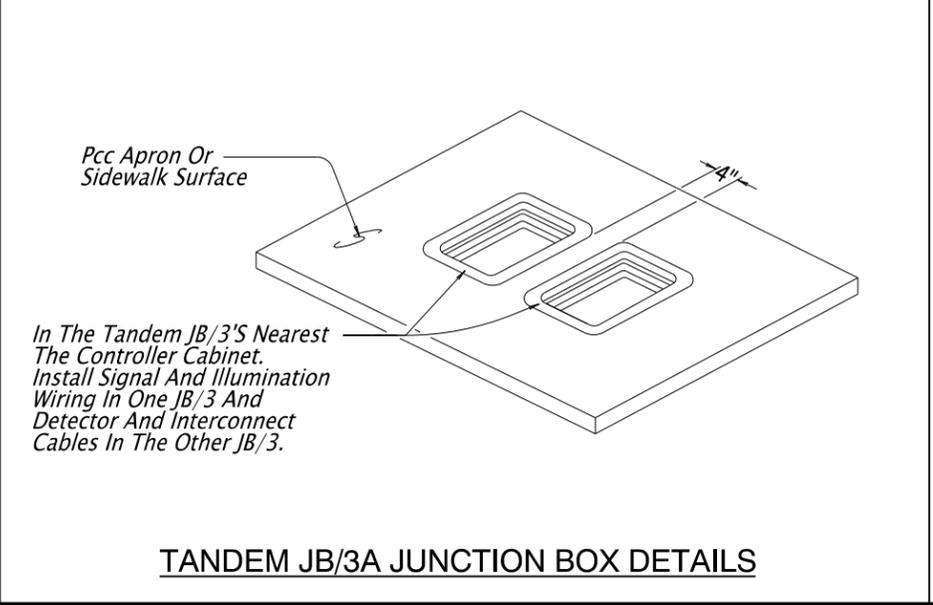
TM471



Type*	L	W	D
JB1	17"	10"	12"
JB2	22"	12"	12"
JB3	30"	17"	12"
HH-1	24"	30"	24"
HH-2	30"	48"	24"
HH-3	30"	48"	36"

*Junction Box Or Handhole Type As Shown On Plans

DIMENSION TABLE



- GENERAL NOTES:**
1. Install Top of Junction Box Flush With The Sidewalk, Surrounding Grade, Or Top Of Curb
 2. Install Junction Boxes At The Approximate Locations Shown, Or If Not Shown, No More Than 300 Feet Apart
 3. More Junction Boxes Than Specified May Be Installed To Facilitate The Work At The Option And Cost Of The Contractor

CALC. BOOK NO. _ N/A _

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

BASELINE REPORT DATE _ 2-Jul-2018 _

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

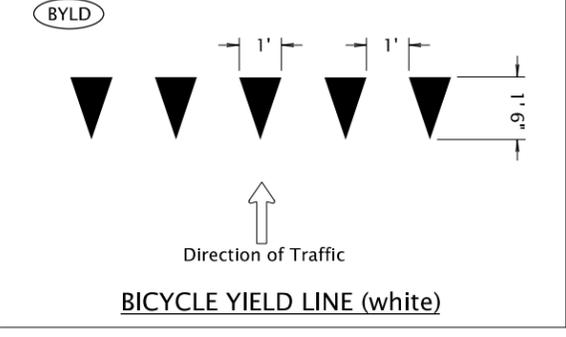
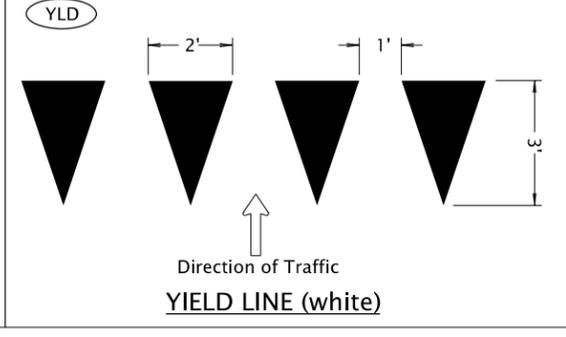
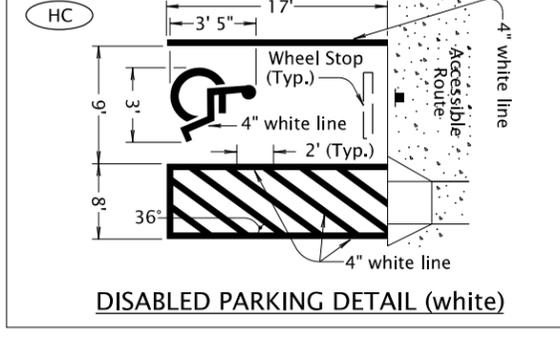
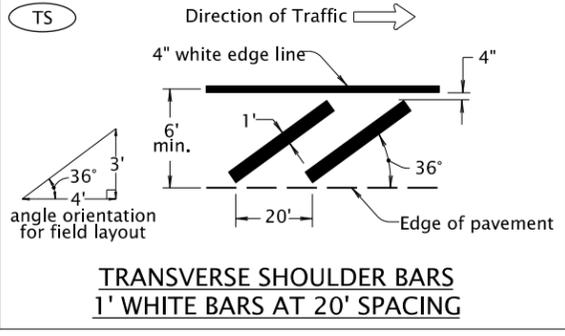
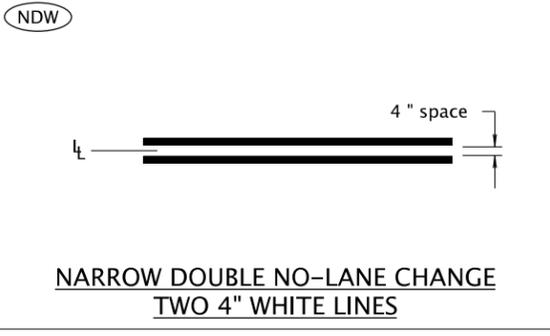
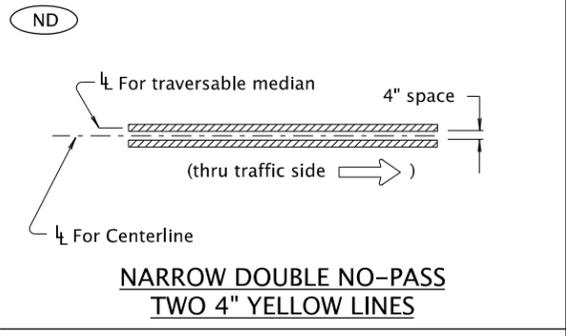
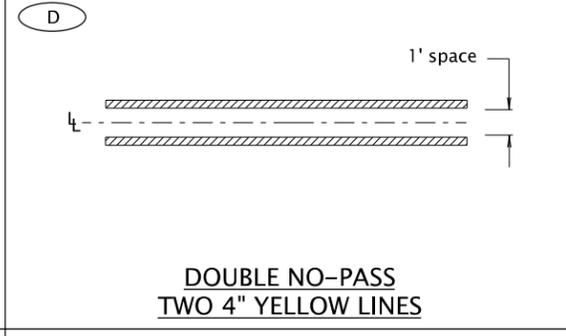
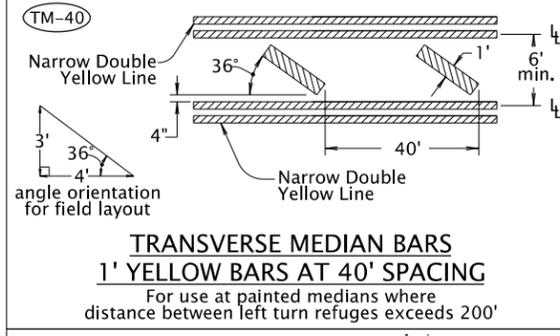
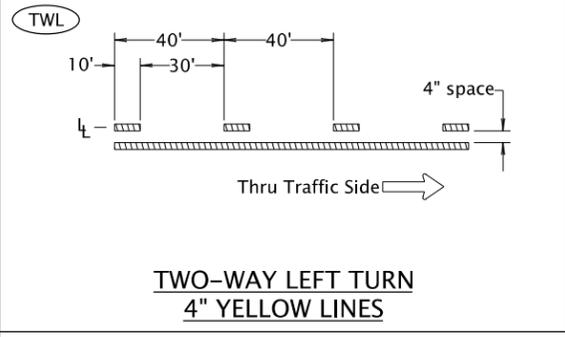
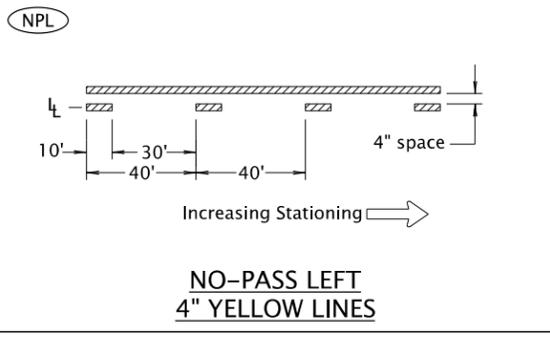
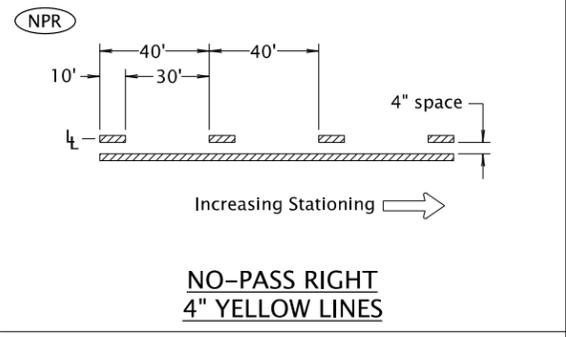
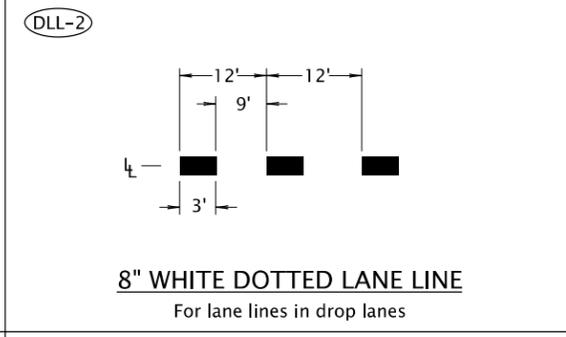
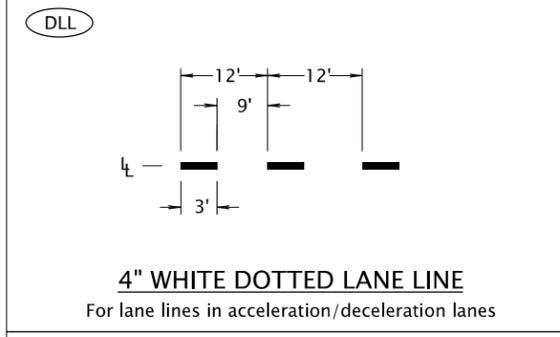
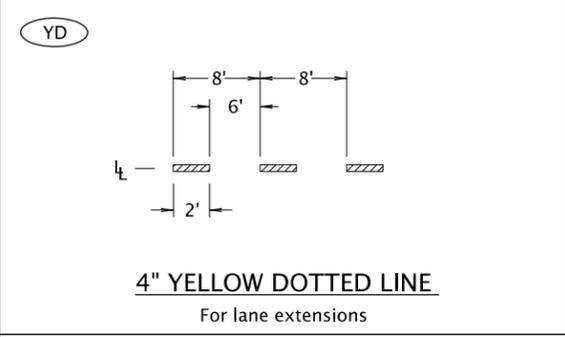
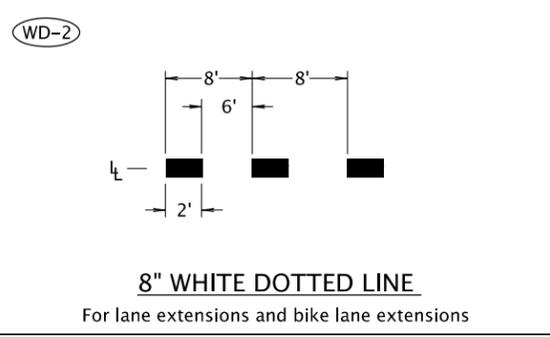
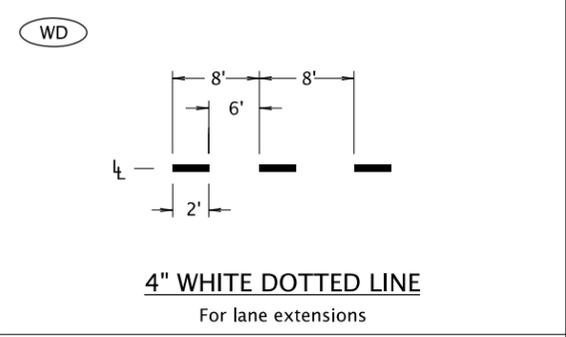
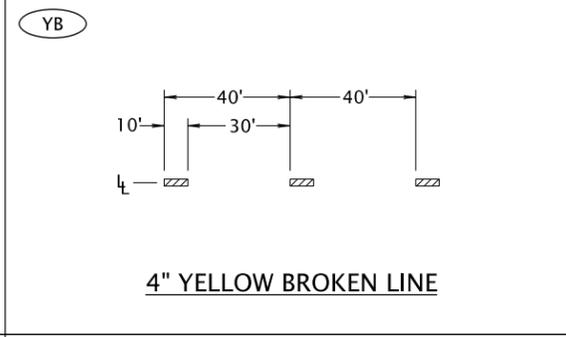
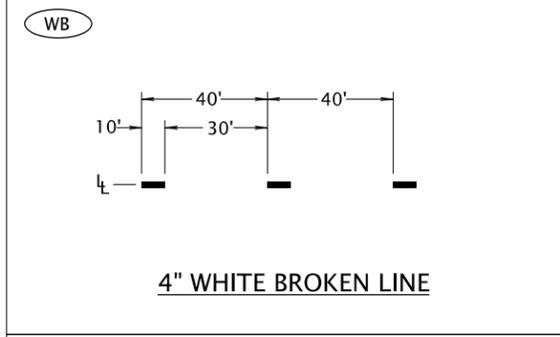
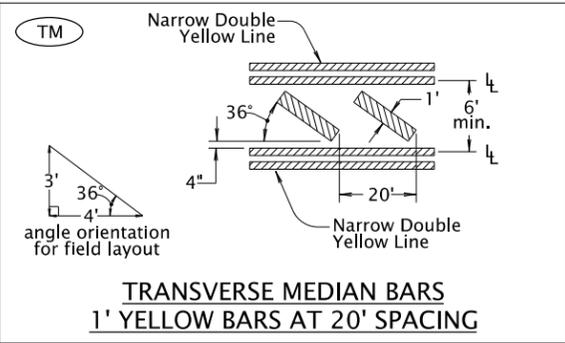
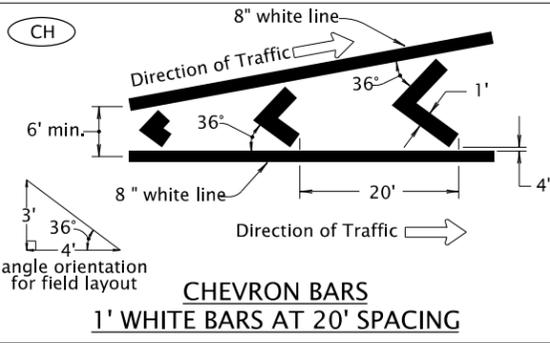
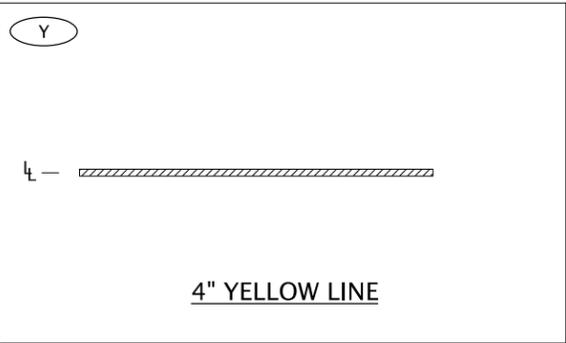
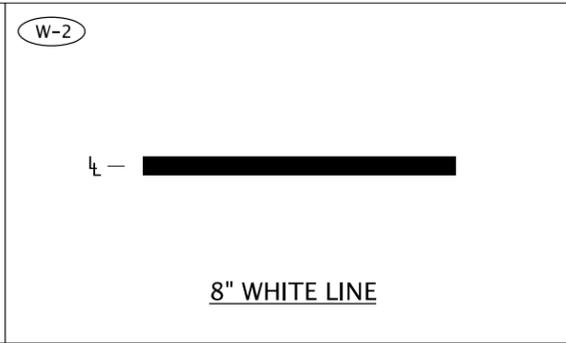
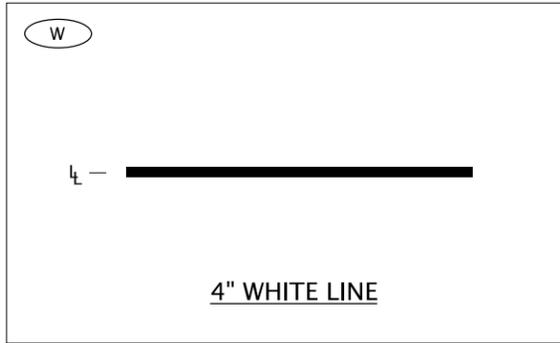
OREGON STANDARD DRAWINGS

TRAFFIC SIGNAL JUNCTION BOXES/ HAND HOLES

2018

DATE	REVISION DESCRIPTION
07/18	Added A New Detail & Notes, Revised & Simplified Details

TM472



LEGEND

← Direction Of Traffic, Increasing Stationing Or Thru Traffic Side

⊥ — Lane line dimensions are shown on the striping plans

CALC. BOOK NO. ___ N/A ___

BASELINE REPORT DATE ___ 07/01/2015 ___

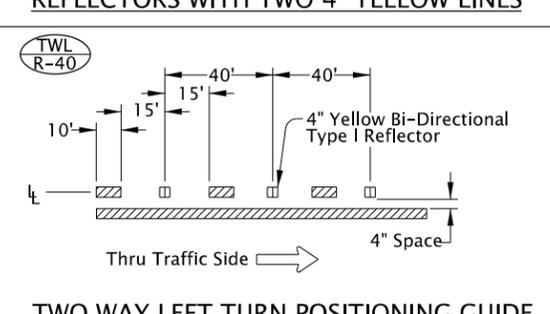
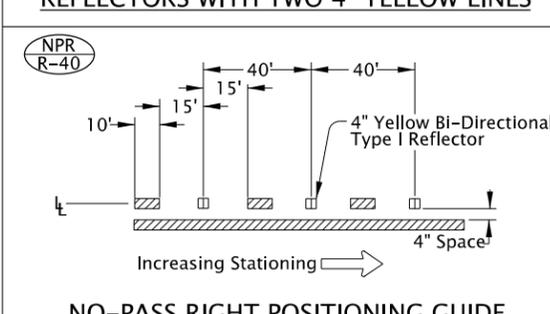
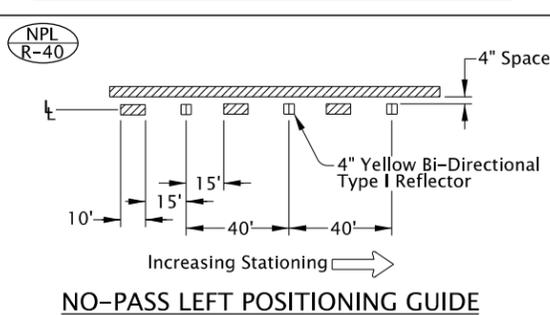
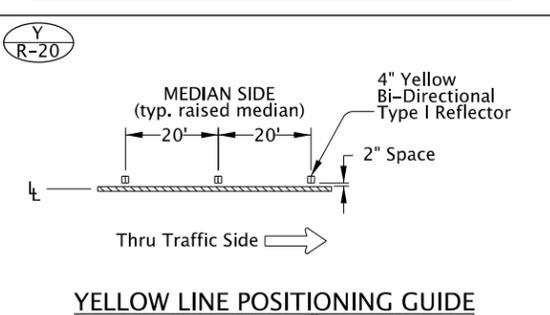
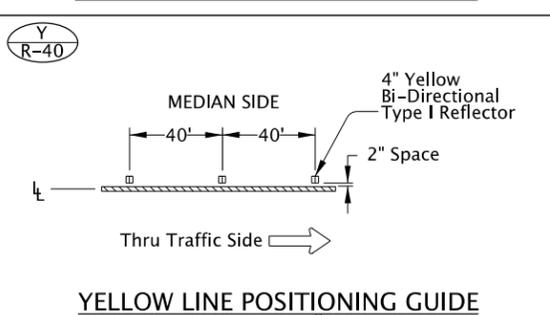
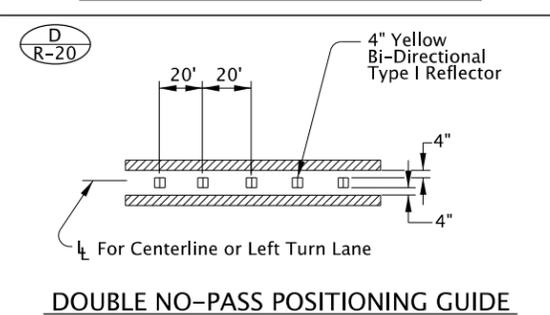
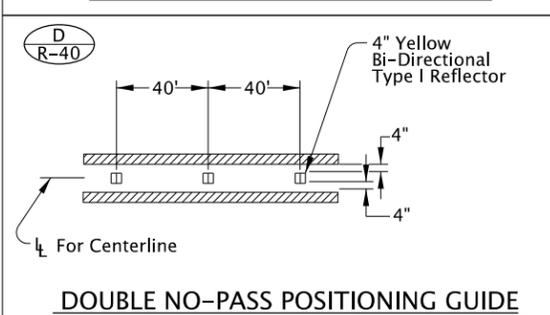
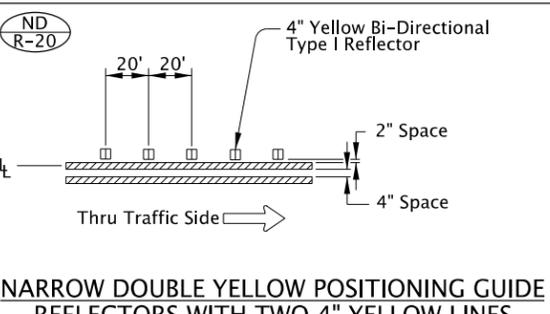
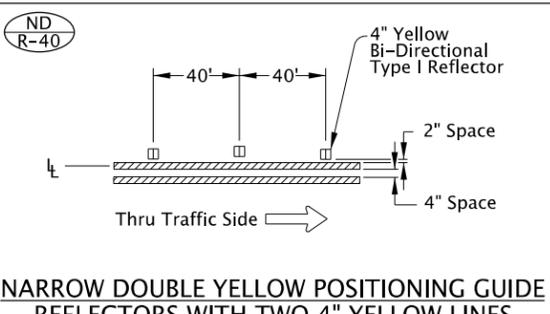
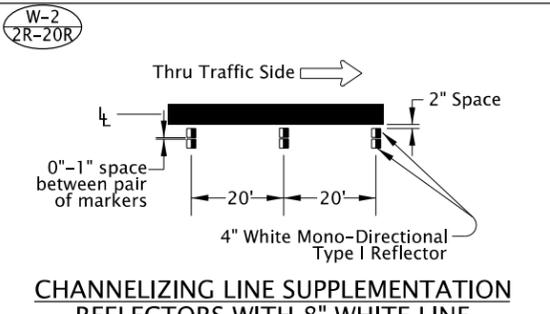
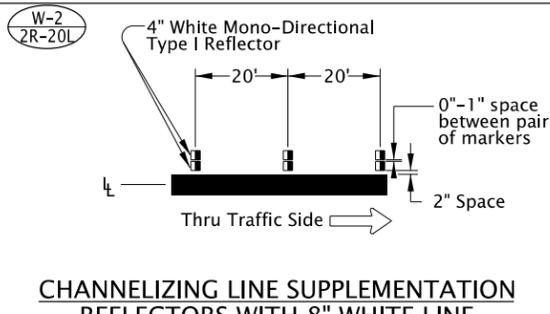
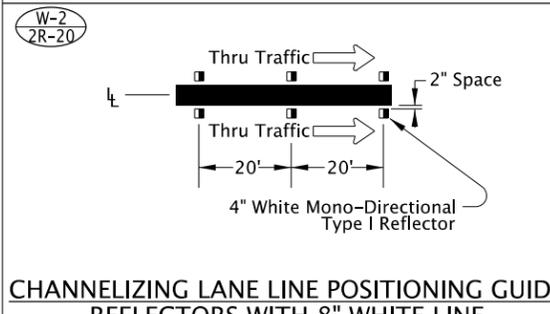
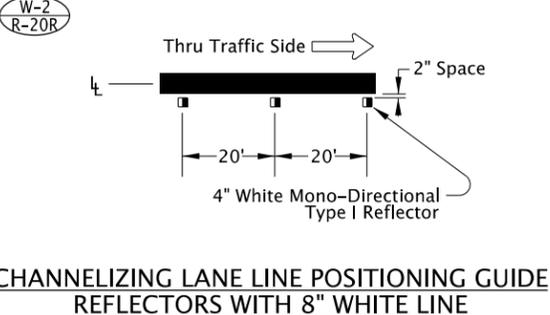
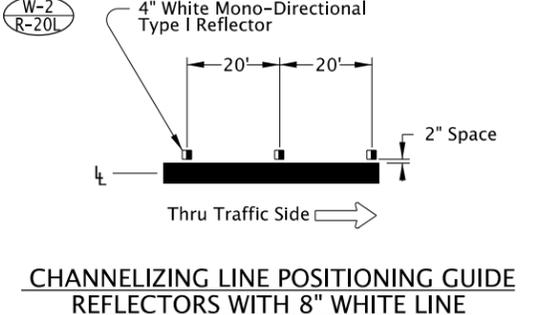
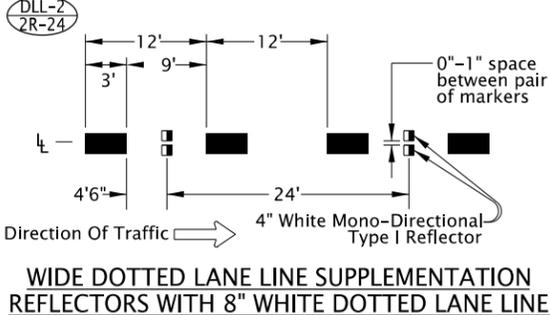
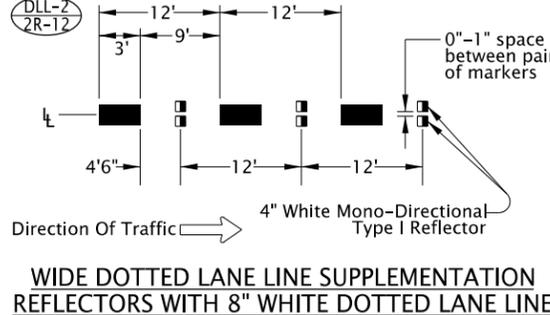
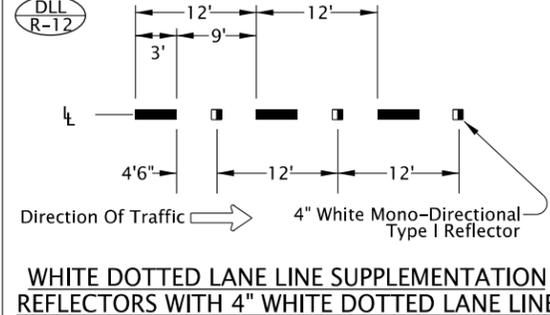
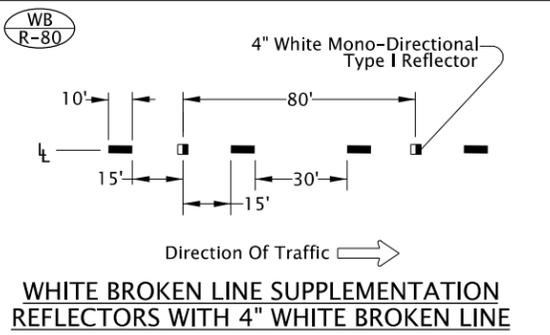
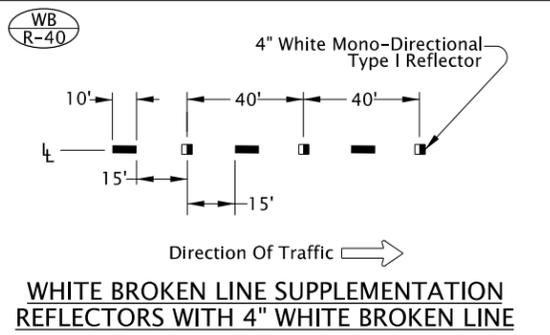
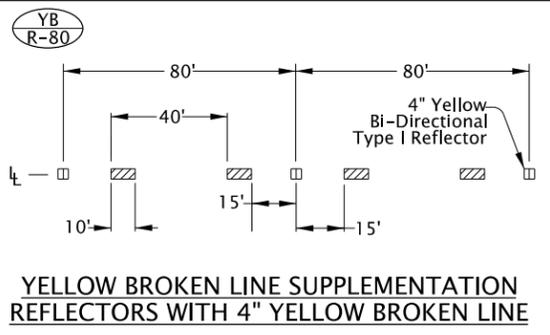
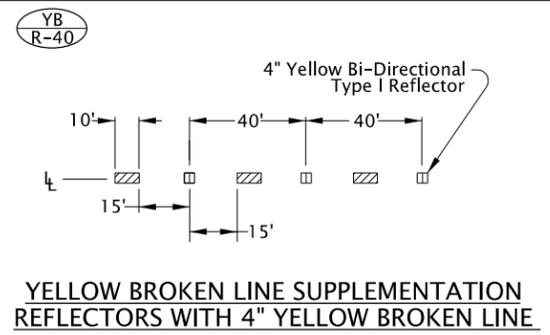
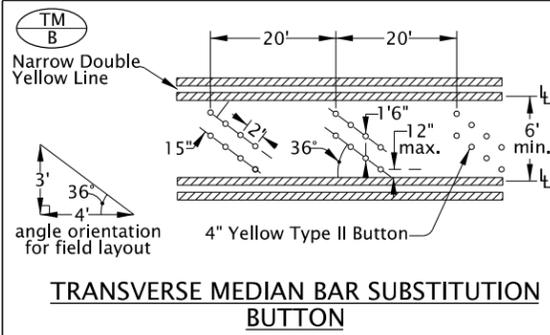
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications.

OREGON STANDARD DRAWINGS
PAVEMENT MARKING
STANDARD DETAIL BLOCKS

2018

DATE	REVISION DESCRIPTION

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.



General note:
 1) Surface mount Raised Pavement Markers (RPMs) unless otherwise specified.

LEGEND

← Direction Of Travel, Increasing Stationing or Thru Traffic Side

⊥ Lane line dimensions are shown on the striping plans

■ Mono-directional crystal white marker reflects white to the left in this symbol

□ Bi-directional yellow marker reflects yellow both left and right in this symbol

CALC. BOOK NO. ___ N/A ___

BASELINE REPORT DATE ___ 07/01/2015 ___

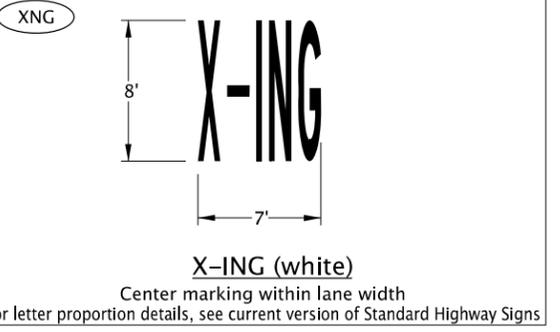
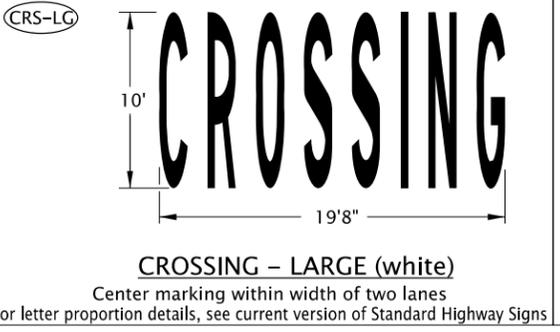
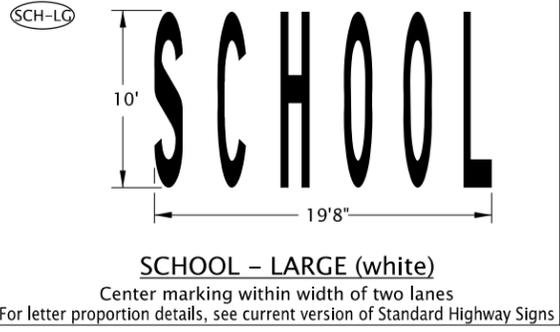
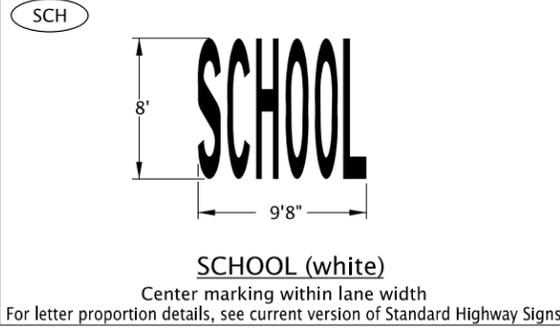
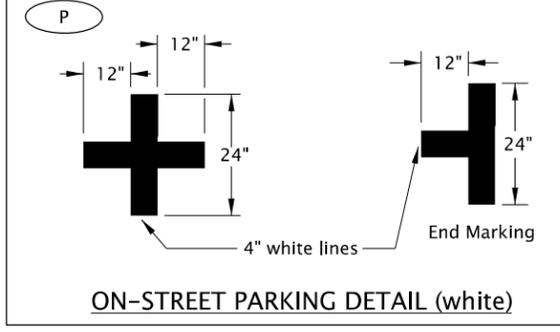
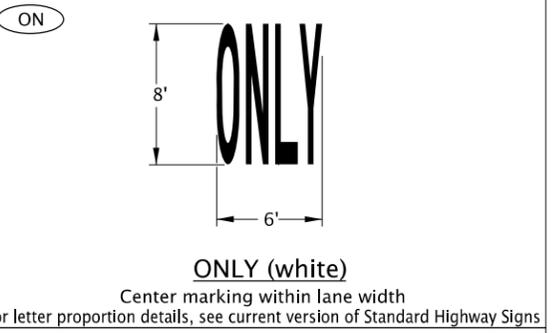
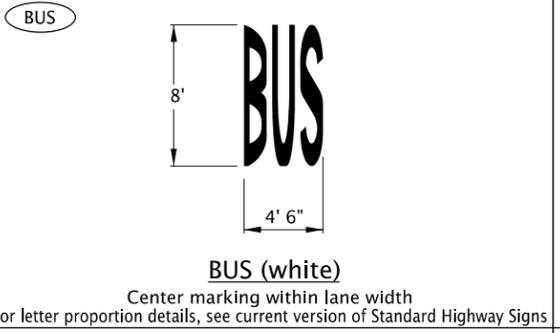
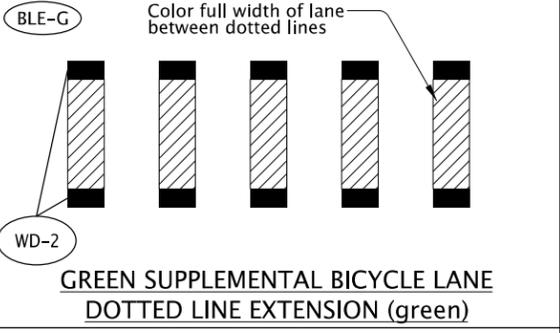
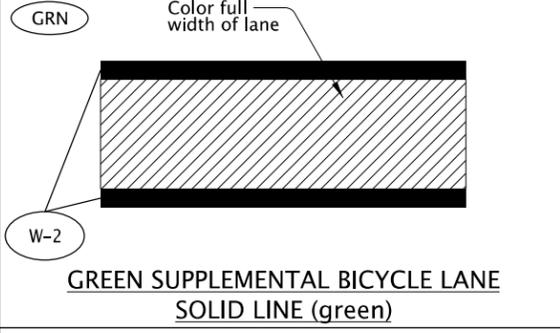
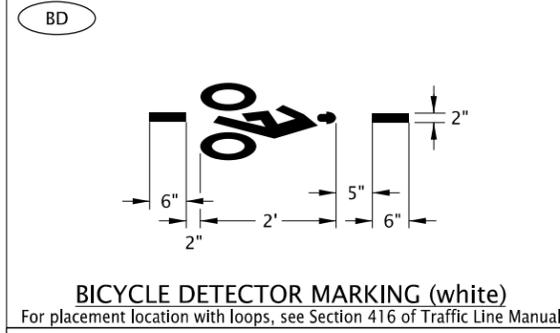
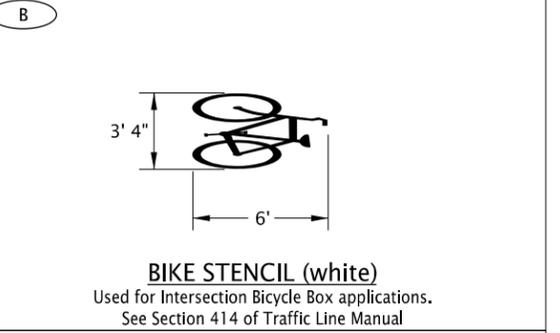
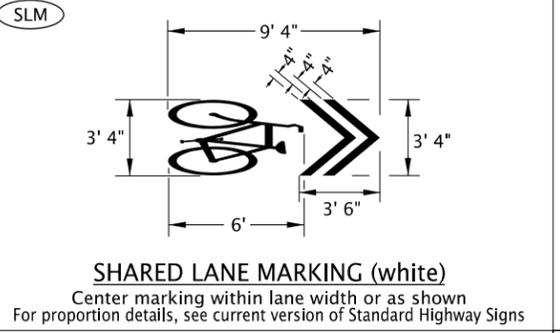
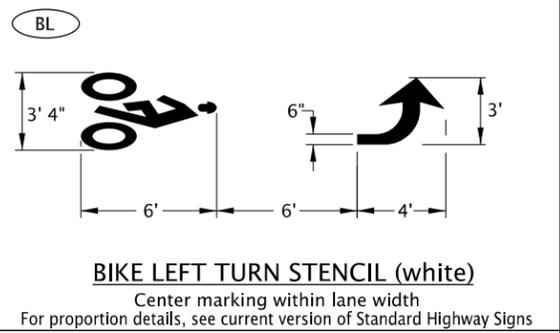
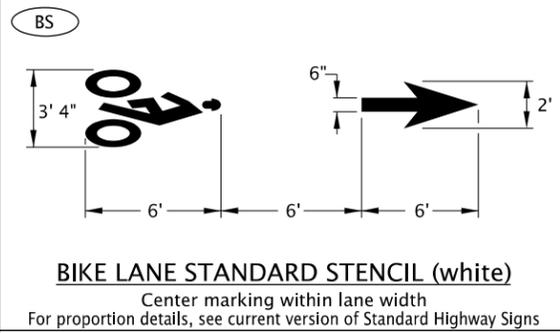
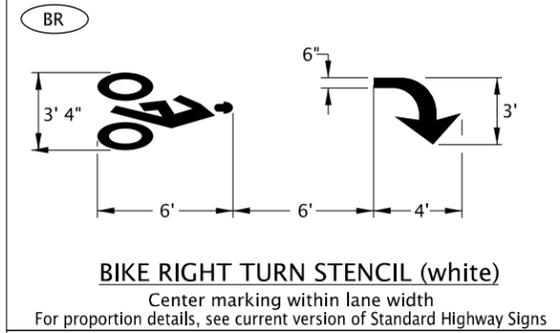
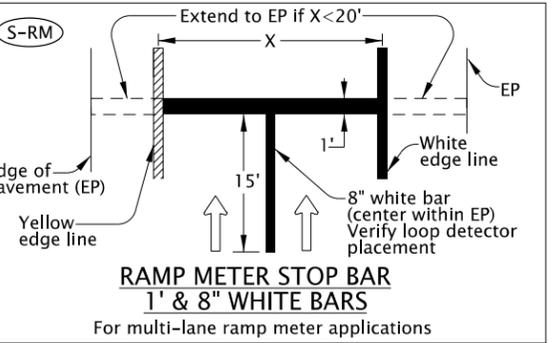
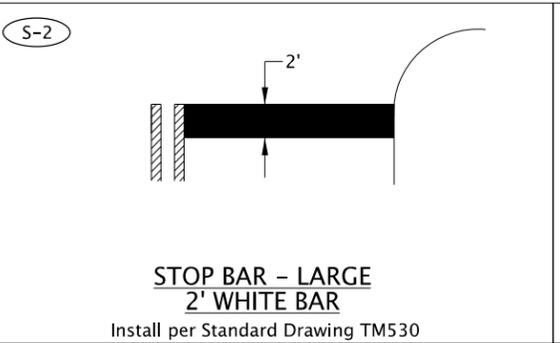
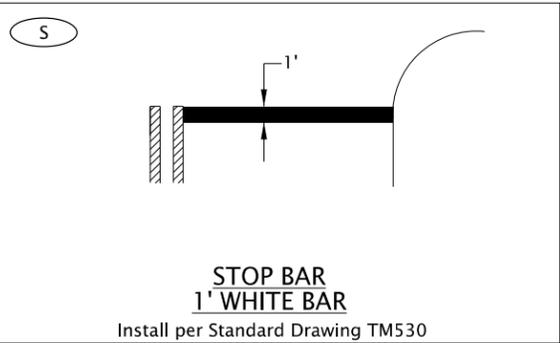
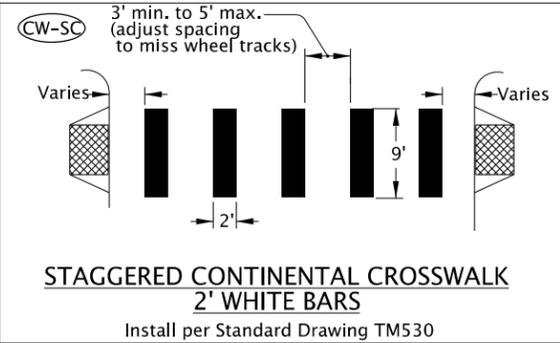
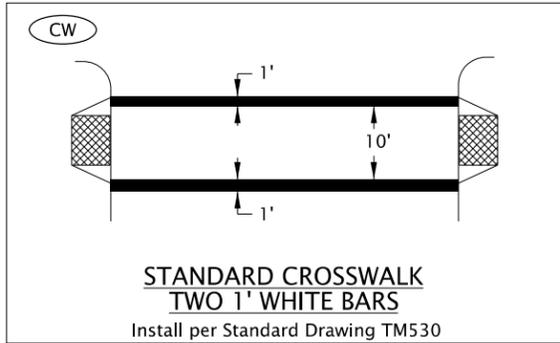
OREGON STANDARD DRAWINGS

PAVEMENT MARKING STANDARD DETAIL BLOCKS

2018

DATE	REVISION DESCRIPTION

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.



General Note:
1. Arrow, letter, and bike symbol dimensions nominal.



CALC. BOOK NO. ___ N/A ___

BASELINE REPORT DATE ___ 07/01/2015 ___

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications.

OREGON STANDARD DRAWINGS

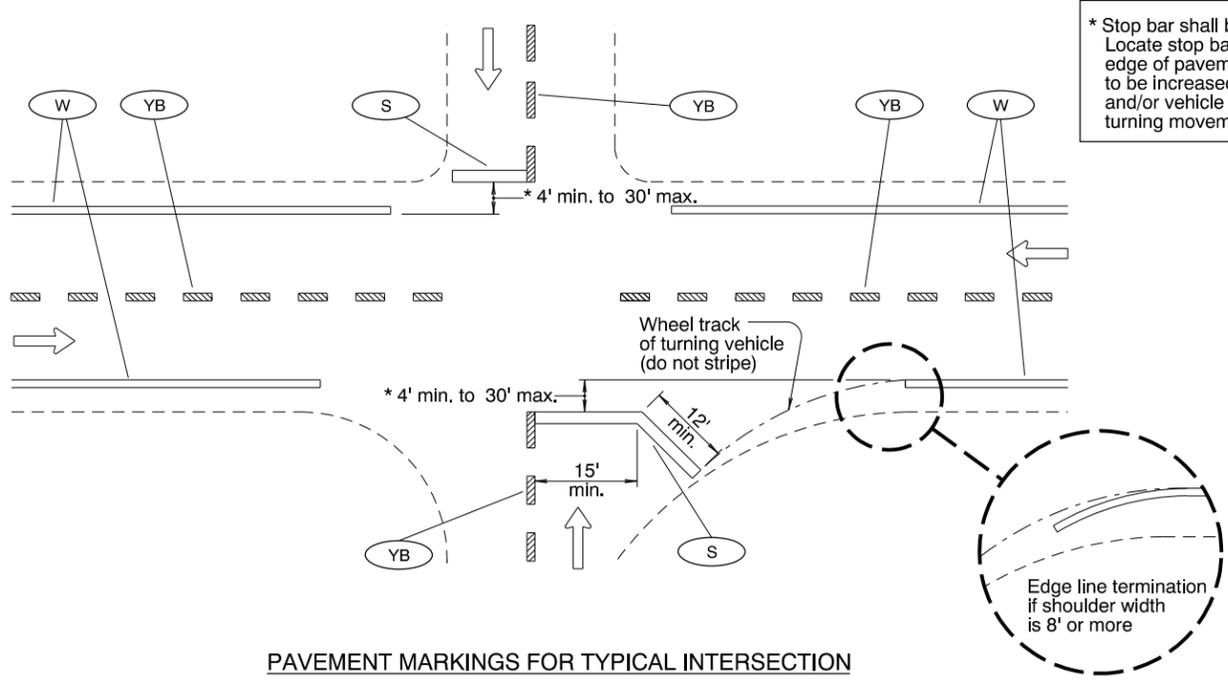
**PAVEMENT MARKING
STANDARD DETAIL BLOCKS**

2018

DATE	REVISION DESCRIPTION

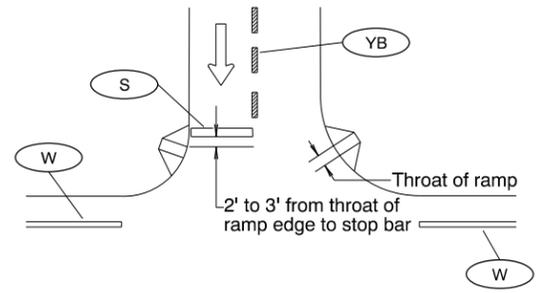
The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

TM530.dgn 1-3-2017

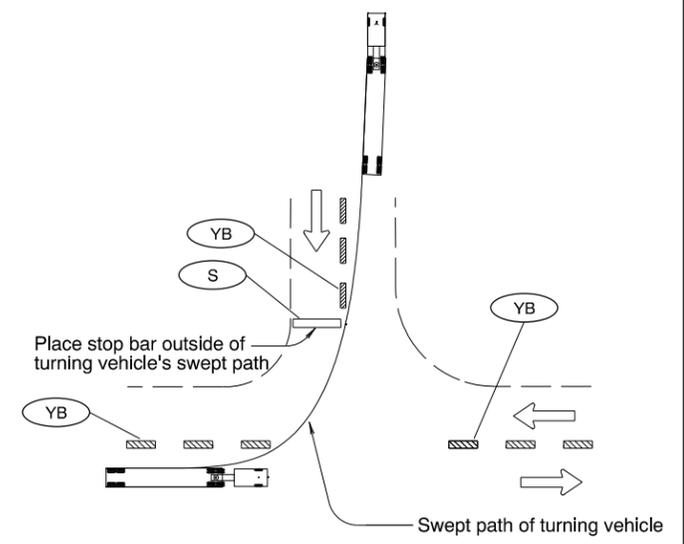


PAVEMENT MARKINGS FOR TYPICAL INTERSECTION

* Stop bar shall be placed as near as possible to the intersecting traveled way. Locate stop bar 4' min. to 30' max. in advance of the extended fog line, edge of pavement, or curb face. Minimum stop bar distance may need to be increased, depending on location of pedestrian ramps (see Detail "A") and/or vehicle turn radii (see Detail "B"). Field verify sight distance and truck turning movements.

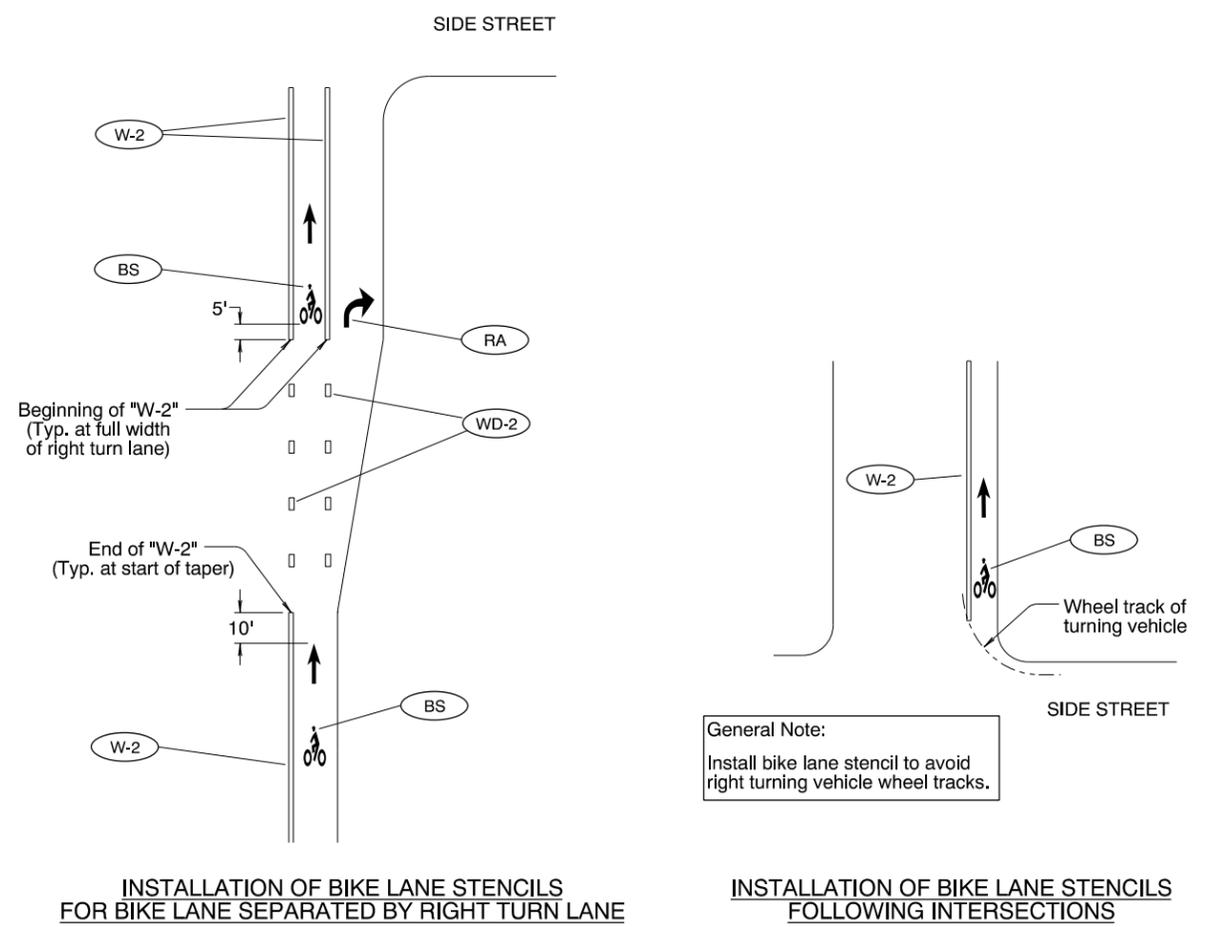


Detail "A"
STOP BAR PLACEMENT WITH RESPECT TO PEDESTRIAN RAMP



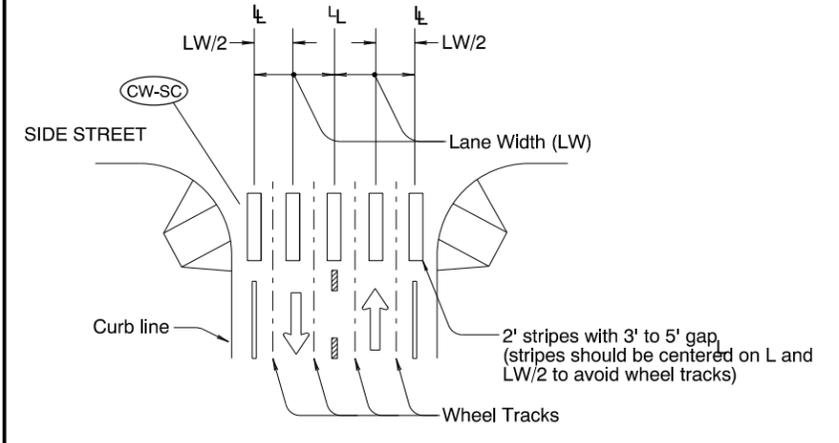
Detail "B"
STOP BAR PLACEMENT WITH RESPECT TO TURN RADII

TM530



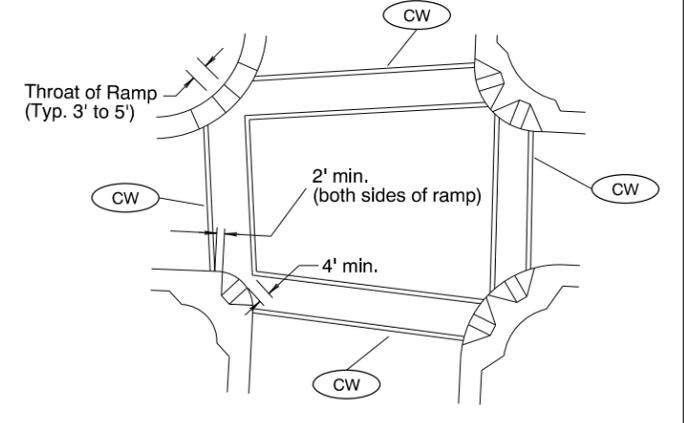
INSTALLATION OF BIKE LANE STENCILS FOR BIKE LANE SEPARATED BY RIGHT TURN LANE

INSTALLATION OF BIKE LANE STENCILS FOLLOWING INTERSECTIONS



STAGGERED CONTINENTAL LAYOUT

General Note:
1. Install crosswalk bars such that the throat of the ADA ramp is entirely within crosswalk markings, or 5' back of extended fog line, edge of pavement, or curb face.



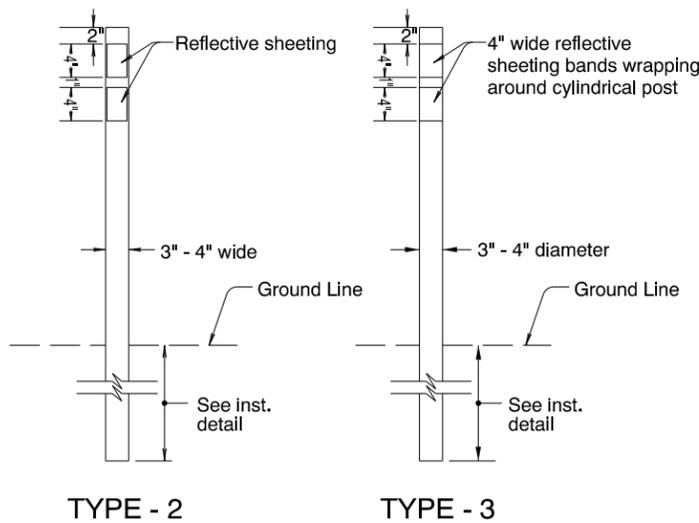
STANDARD CROSSWALK BARS AT INTERSECTION

To be accompanied by Standard Dwg. Nos. TM500 thru TM503

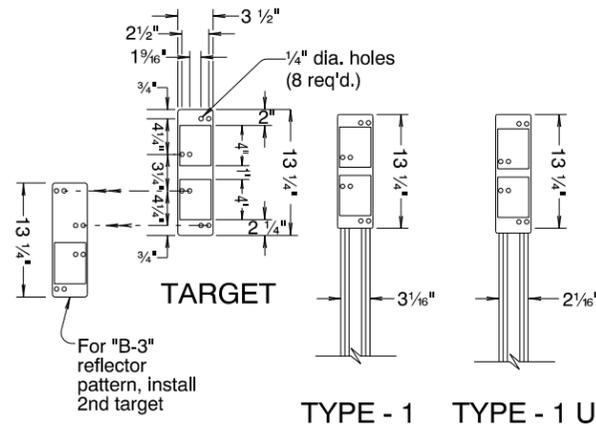
CALC. BOOK NO. N/A	BASELINE REPORT DATE July 8, 2016
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications	
OREGON STANDARD DRAWINGS INTERSECTION PAVEMENT MARKINGS (CROSSWALK, STOP BAR & BIKE LANE STENCIL)	
2018	
DATE	REVISION DESCRIPTION

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

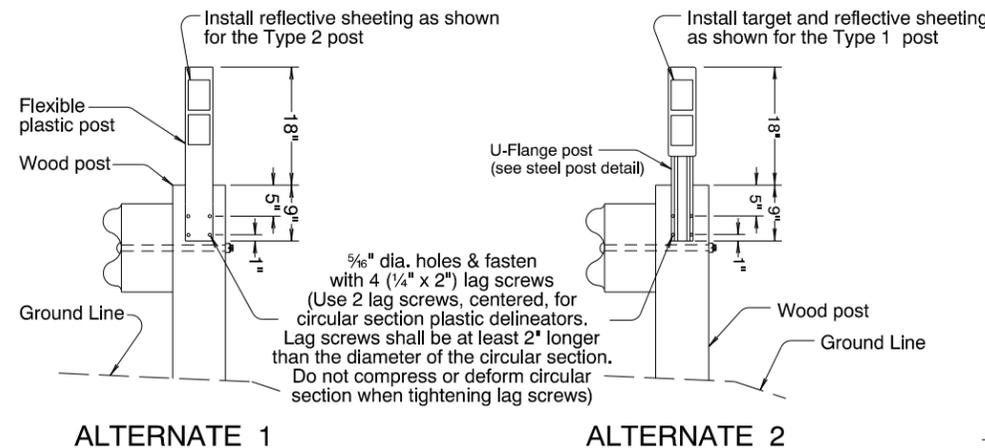
LEGEND
 Direction of Travel
 L - Lane line dimensions are shown on the striping plans



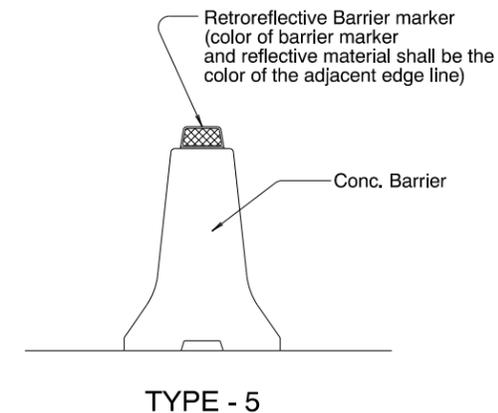
FLEXIBLE PLASTIC POSTS



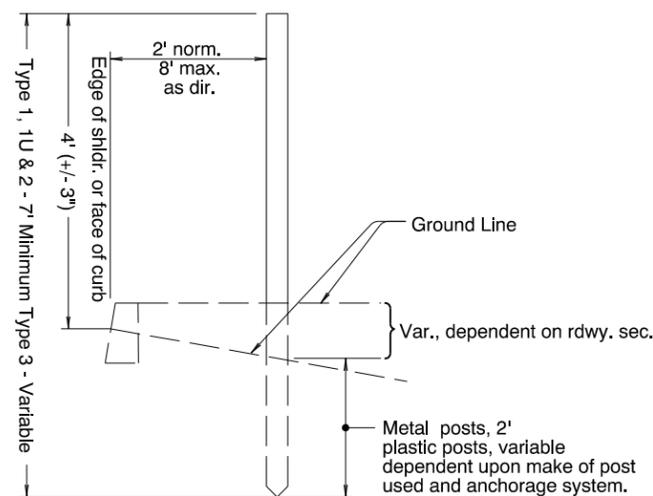
STEEL POSTS



GUARDRAIL AREAS (WITH WOOD POSTS)



CONCRETE BARRIER AREAS



INSTALLATION DETAIL

NOTES:

POST:

Galv. steel, nominal weight Type 1, 2 lb/ft, Type 1 U, 1.12 lb/ft.

See Standard Drawing TM571 for steel post dimensions and details.

TARGET:

Aluminum sheet, nominal thickness .050". Fasten to post with 3/8\"/>

For "B-3" reflector pattern, top target shall overlap bottom target.

REFLECTORS:

3' x 4' reflective sheeting unless otherwise shown. (3 1/2' x 4' reflective sheeting is an acceptable alternate unless otherwise shown.) Acrylic prismatic reflectors acceptable on Type 1, 1 U, 2 and 4 posts and Type 5 barrier mounts. Place required number in sequence from top of target.

GENERAL NOTES:

- Spacing shall be measured along the shoulder.
- On roads with less than 500 vehicle ADT, delineators are not to be used except where situations such as sharp horizontal curves, etc. exist.
- To clear driveways, crossroads etc., or for required adjustments at ramps and at intersections, either:
 - vary placement of that post up to 25% of spacing shown, or;
 - eliminate said post if limit of variation must be exceeded.
- Judgement should be exercised in the installation of delineators in cut section, particularly on roads constructed to older standards where ditches are narrow and where delineators tend to hamper maintenance operations.
- On horizontal curves place delineators nearly opposite each other.
- At guard rail locations the delineators are to be installed behind the rail and shall be located adjacent to guard rail posts as shown for Type 4 Delineators.
- Install all delineators with reflectors facing adjacent oncoming traffic.
- Offset delineators an additional 4' in areas of heavy snow removal operations.
- Backside Delineators may be used in frequently snow plowed areas where use of snow poles is not justified. When Backside Delineators are specified, substitute "W-1" and "W-2" with "W-1B" and "W-2B" respectively, on Type 1 steel posts. Do not install Backside Delineators on one-way sections of roadway, freeways and ramps, or on radius sections.
- Refer to TM 222 for bracket assembly details for Backside Reflector Pattern.

To be accompanied by Drg. No. TM571, TM575, TM576, and/or TM577 as specified.

REFLECTOR PATTERN TABLE					
	Color Type	Color Of Reflector And Target Or Post	Number Of Reflectors	Color Of Reflector And Target Or Post On Backside	Number Of Reflectors On Backside
Standard Pattern	"W-1"	White	1	Not Applicable	Not Applicable
	"W-2"	White	2		
	"Y-1"	Yellow	1		
	"Y-2"	Yellow	2		
	"B-1"	Blue	1		
	"B-2"	Blue	2		
	"B-3"	Blue	3		
	"R-1"	Red	1		
Backside Pattern	"W-1B"	White	1	White	2
	"W-2B"	White	2	White	2

TANGENT ▲ MAX. SPACING EACH SIDE OF ROADWAY IN FEET	HORIZONTAL CURVES ▲ MAX. SPACING EACH SIDE OF ROADWAY IN FEET				
	DEGREE OF CURVE	ON CURVE	IN ADVANCE OF & BEYOND CURVE		
			FIRST SPACE	SECOND SPACE	THIRD SPACE
400	Lower Than 1	300	300	300	300
	1	230	300	300	300
	2	160	300	300	300
	3	130	260	300	300
	4	110	220	300	300
	5	100	200	300	300
	6	90	180	270	300
	7 - 8	80	160	240	300
	9 - 11	70	140	210	300
	12 - 16	60	120	180	300
	17 - 22	50	100	150	300
	23 - 34	40	80	120	240
	35 - 53	30	60	90	180
	54 & Higher	20	40	60	120

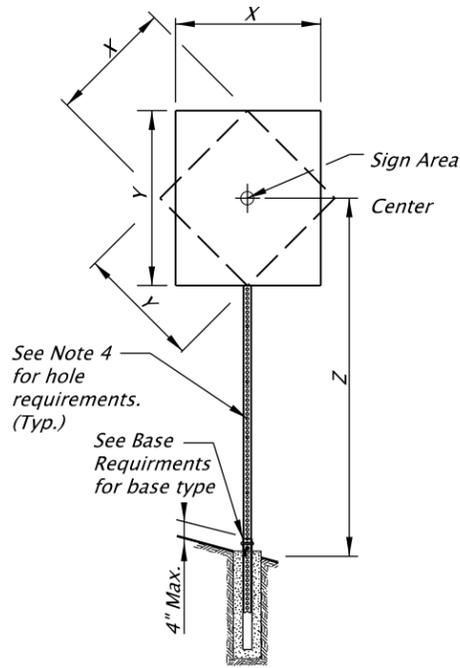
(Min. spacing 20 feet)

(▲ Install "W-1" reflective pattern unless otherwise noted. See Standard Drawings TM575 thru TM577 for spacing, layout, and reflective pattern of delineators at interchange ramps, channelized intersections, lane reductions, emergency escape ramps and freeway crossovers.)

DELINEATOR SPACING TABLE FOR TYPES 1, 1U, 2, and 4

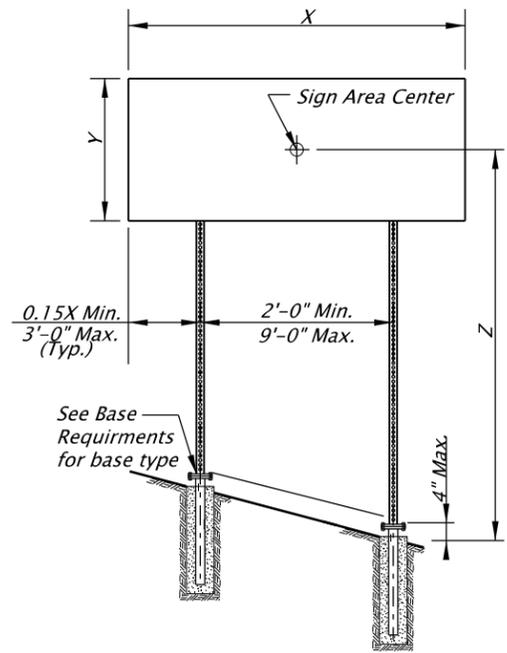
CALC. BOOK NO. <u> N/A </u>	BASELINE REPORT DATE <u> 01/06/2012 </u>
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications	
OREGON STANDARD DRAWINGS	
TRAFFIC DELINEATORS	
2018	
DATE	REVISION DESCRIPTION

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.



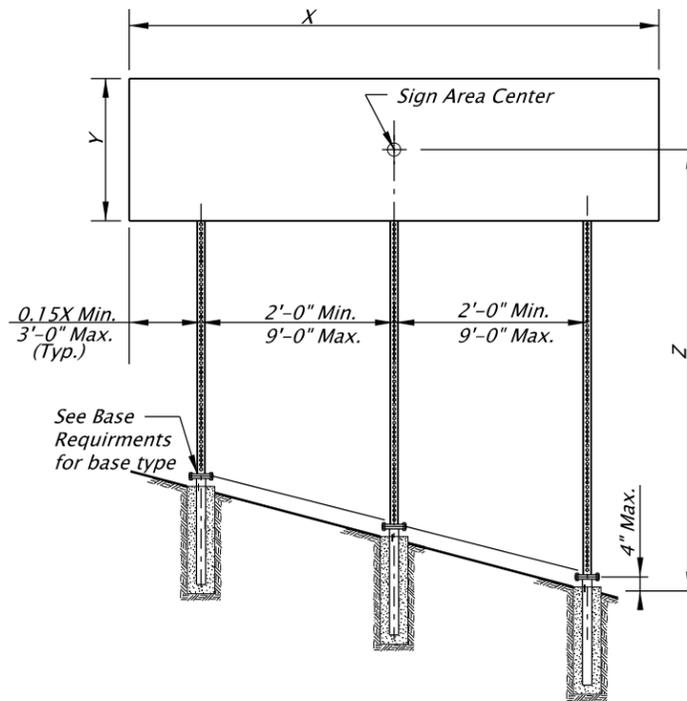
SINGLE POST ELEVATION

No scale



TWO POST ELEVATION

No scale



THREE POST ELEVATION

No scale

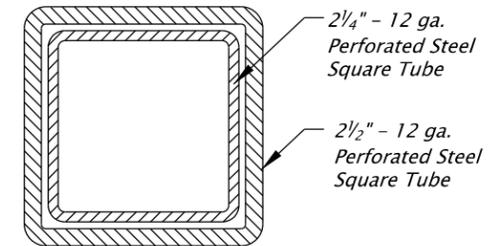
Square Tube Size	(X * Y * Z) in ft ³ - Maximum								
	3 Second Gust Wind Speed (TM671)								
	85 MPH			95 MPH			105 or 110 MPH		
	Number of Posts			Number of Posts			Number of Posts		
2"-12 ga.	79	158	237	63	126	189	57	114	171
2 1/2"-12 ga.	136	272	408	109	218	327	98	196	294
2 1/2"-10 ga.	165	330	495	132	264	396	119	238	357
2 1/4" & 2 1/2"-12 ga.*	231	462	693	185	370	555	167	334	501

PERMANENT PERFORATED STEEL SQUARE TUBE TABLE

Square Tube Size	(X * Y * Z) in ft ³ - Maximum								
	3 Second Gust Wind Speed (TM671)								
	85 MPH			95 MPH			105 or 110 MPH		
	Number of Posts			Number of Posts			Number of Posts		
2"-12 ga.	125	250	375	100	200	300	90	180	270
2 1/2"-12 ga.	215	430	645	172	344	516	155	310	465
2 1/2"-10 ga.	261	522	783	209	418	627	189	378	567
2 1/4" & 2 1/2"-12 ga.*	364	728	1092	292	584	876	263	526	789

TEMPORARY PERFORATED STEEL SQUARE TUBE TABLE

* - See 2 1/4" & 2 1/2" - 12 ga. detail.



2 1/4" - 12 ga. PSST to extend entire length inside of the 2 1/2" - 12 ga. PSST.

2 1/4" & 2 1/2" - 12 GA. DETAIL

No scale

Square Tube Size	Number of Posts		
	1	2	3
2"-12 ga.	Anchor	Anchor	N/A
2 1/2"-12 ga.	Anchor	Slip	Slip
2 1/2"-10 ga.	Slip	Slip	Slip
2 1/4" & 2 1/2"-12 ga.*	Slip	Slip	Slip

1. Anchor - See Drawing TM687 for PSST anchor foundation details.
2. Slip - See Drawing TM688 for PSST slip base foundation details.
3. N/A - Do not use this option.

BASE REQUIREMENTS

GENERAL NOTES:

1. Perforated Steel Square Supports are designed in accordance with the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals 4th Edition, 2001, 2002, 2003, and 2006 interim revisions.
2. The design basic wind speed (3 second gust) shall be according to the wind map shown on TM671.
3. Material grade for base hardware connection shall be according to the manufacturer's recommendation and based on crash testing.
4. Use 7/16" diameter holes at 1" spacing on each of the 4 sides.
5. Steel post shall have a minimum yield stress of 50 ksi.
6. Steel shall be galvanized according to ASTM A653 with coating designation G90.
7. General design parameters are Kz = 0.87, Cd (sign) = 1.20, and G = 1.14.
8. Permanent signing uses an Ir = 0.71 for a recurrence interval of 10 years.
9. Temporary signing uses an Ir = 0.45 for a recurrence interval of 1.5 years.
10. The sign width to sign height or sign height to sign width ratio shall not exceed 5.0.
11. For horizontal and vertical clearances of permanent signs refer to TM200 and of temporary signs refer to TM822.
12. Posts protected by barrier or guardrail do not require slip bases.

Accompanied by dwgs. TM200, TM671, TM687, TM688, TM689, TM822

CALC. BOOK NO. <u>5752</u>	BASELINE REPORT DATE <u>10-JUL-2017</u>
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications	
OREGON STANDARD DRAWINGS	
PERFORATED STEEL SQUARE TUBE (PSST) SIGN SUPPORT INSTALLATION	
2018	
DATE	REVISION DESCRIPTION
07/17	Changed G140 to G90.

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

TAPER TYPES & FORMULAS	
TAPER	FORMULA
Merging (Lane Closure)	"L"
Shifting	"L"/2 or 1/2"L"
Shoulder Closure	"L"/3 or 1/3"L"
Flagging (See Drg. TM850)	50' - 100'
Downstream (Termination)	Varies (See Drawings)

★ Use Pre-Construction Posted Speed to select the Speed from the Tables below:

CONCRETE BARRIER FLARE RATE TABLE	
★ SPEED (mph)	MINIMUM FLARE RATE
≤ 30	8:1
35	9:1
40	10:1
45	12:1
50	14:1
55	16:1
60	18:1
65	19:1
70	20:1

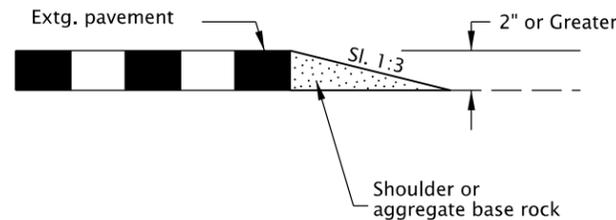
MINIMUM LENGTHS TABLE					
"L" VALUE FOR TAPERS (ft)					BUFFER "B" (ft)
★ SPEED (mph)	W = Lane or Shoulder Width being closed or shifted				
	W ≤ 10	W = 12	W = 14	W = 16	
25	105	125	145	165	75
30	150	180	210	240	100
35	205	245	285	325	125
40	265	320	375	430	150
45	450	540	630	720	180
50	500	600	700	800	210
55	550	660	770	880	250
60	600	720	840	960	285
65	650	780	910	1000	325
70	700	840	980	1000	365
FREEWAYS					
55	1000	1000	1000	1000	250
60	1000	1000	1000	1000	285
65	1000	1000	1000	1000	325
70	1000	1000	1000	1000	365

NOTES:
 • For Lane closures where W < 10', use "L" value for W = 10'.
 • For Shoulder closures where W < 10', use "L" value for W = 10' or calculate "L" using formula, for Speeds ≥ 45: L = WS, Speeds < 45: L = S²W/60, S = Speed, W=Width

TRAFFIC CONTROL DEVICES (TCD) SPACING TABLE				
★ SPEED (mph)	Sign Spacing (ft)			Max. Channelizing Device Spacing (ft)
	A	B	C	
20 - 30	100	100	100	20
35 - 40	350	350	350	20
45 - 55	500	500	500	40
60 - 70	700	700	700	40
Freeway	1000	1500	2640	40

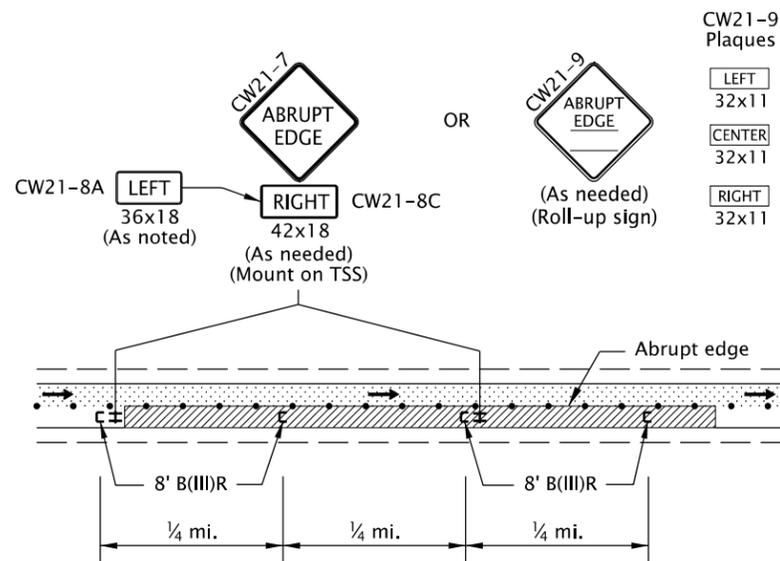
NOTES:
 • Place traffic control devices on 10 ft. spacing for intersection and access radii.
 • When necessary, sign spacing may be adjusted to fit site conditions. Limit spacing adjustments to 30% of the "A" dimension for all speeds.

- NOTES:
- When paved shoulders adjacent to excavations are less than four feet wide protect longitudinal abrupt edge as shown.
 - Use aggregate wedge when abrupt edge is 2 inches or greater.



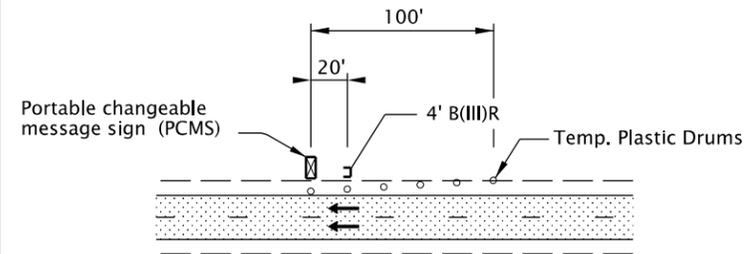
EXCAVATION ABRUPT EDGE

- NOTES:
- Abrupt edges may be created by paving, operations, excavations or other roadway work. Use abrupt edge signing for longitudinal abrupt edges of 1 inch or greater.
 - If the excavation is located on left side of traffic, replace the 8' B(III)R barricades with 8' B(III)L barricades and replace the "RIGHT" (CW21-8C) riders with "LEFT" (CW21-8A) riders.
 - Continue signing and other traffic control devices throughout excavation area at spacings shown.
 - If roll-up signs are used, attach the correct (CW21-9) plaques to the sign face using hook and loop fasteners. Place roll-up signs in advance of barricades.



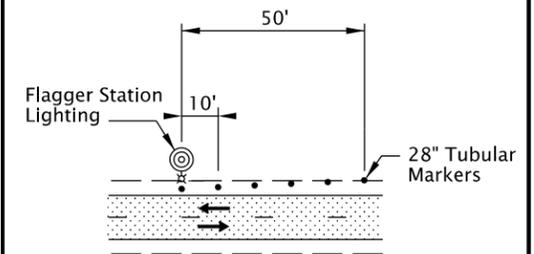
TYPICAL ABRUPT EDGE DELINEATION

- NOTES:
- Install PCMS beyond the outside shoulder, when possible.
 - Use the appropriate type of barricade panels for PCMS location. Right shoulder, use Type B(III)R. Left shoulder, use Type B(III)L.
 - Use six drums in shoulder taper on 20' spacing. The drums and barricade may be omitted when PCMS is placed behind a roadside barrier.
 - Detail as shown is used for trailered and non-crashworthy components of:
 - Portable Traffic Signals
 - Smart Work Zone Systems



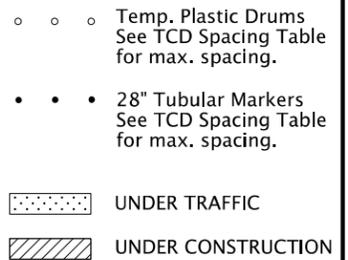
PORTABLE CHANGEABLE MESSAGE SIGN (PCMS) INSTALLATION

- NOTES:
- Install Flagger Station Lighting beyond the outside shoulder, where practical.
 - Use six tubular markers in shoulder taper on 10' spacing.
 - Place cart / generator / power supply off of the shoulder, as far as practical.



FLAGGER STATION LIGHTING DELINEATION

- GENERAL NOTES FOR ALL TCP DRAWINGS:
- Signs and other Traffic Control Devices (TCD) shown are the minimum required.
 - Place a barricade approx. 20' ahead of all sequential arrow boards.
 - Arrows shown in roadway are directional arrows to indicate traffic movements.
 - All signs are 48" x 48" unless otherwise shown. Use fluorescent orange sheeting for the background of all temporary warning signs.
 - All diamond shaped warning signs mounted on barrier sign supports shall be 36" by 36". All other signs mounted on barrier sign supports shall not exceed 12 sq. ft. in total sign area.
 - Low speed highways have a pre-construction posted speed of 40 mph or less. High speed highways have a pre-construction posted speed of > 40 mph.
 - Do not locate sign supports in locations designated for bicycle or pedestrian traffic.
 - Combine drawing details to complete temporary traffic control for each work activity.
 - To be accompanied by Drg. Nos. TM820 & TM821.



CALC. BOOK NO. TM09-01 BASELINE REPORT DATE 01-JAN-2019

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

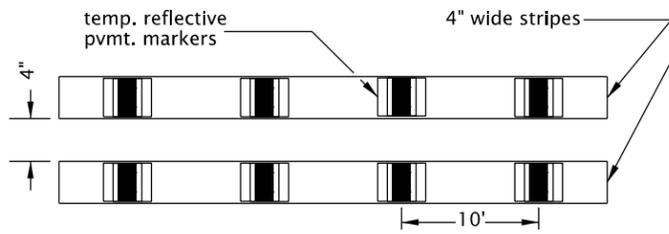
OREGON STANDARD DRAWINGS
TABLES, ABRUPT EDGE AND PCMS DETAILS

2018

DATE	REVISION DESCRIPTION

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

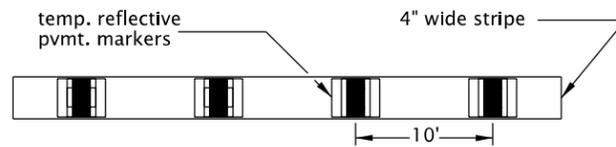
tm810.dgn 01-JAN-2019



LAYOUT "A"
(Supplemented double solid lines)

TYPICAL APPLICATIONS:

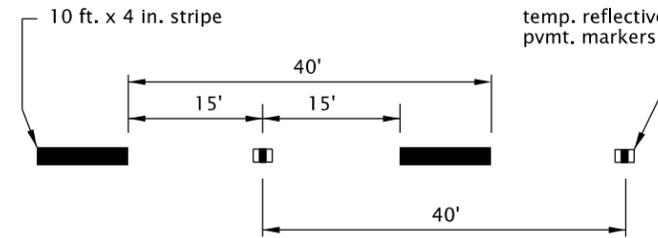
- To prohibit lane changes or passing (include appropriate regulatory signs).
- Freeway or multilane shifts and crossovers.
- For projects in place through winter months.
- Two-lane, two-way centerlines.



LAYOUT "B"
(Supplemented solid line)

TYPICAL APPLICATIONS:

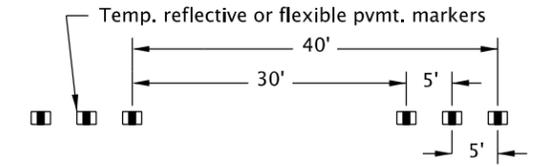
- Alignment shifts or crossovers.
- To discourage lane changes in multilane sections.
- For projects in place through winter months.



LAYOUT "C"
(Supplemented broken lines)

TYPICAL APPLICATIONS:

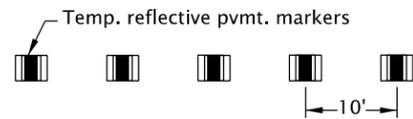
- Freeway and multilane broken lines.
- High ADT 2 lane roads (greater than 10,000).
- For projects in place through winter months.



LAYOUT "D"
(Simulated broken lines)

TYPICAL APPLICATIONS:

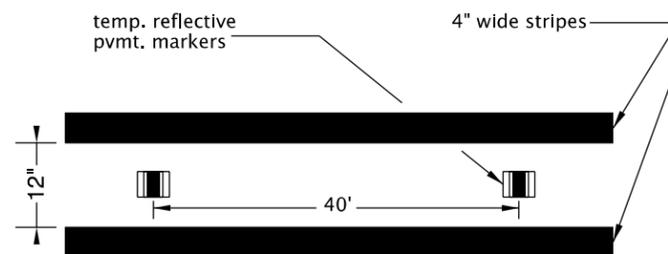
- During staging on finished/existing surfaces.
- HMAC intermediate surfaces.
- Emulsified asphalt surface treatments (chip seals) where permanent pavement markings cannot be placed within two weeks.



LAYOUT "E"
(Simulated solid lines)

TYPICAL APPLICATIONS:

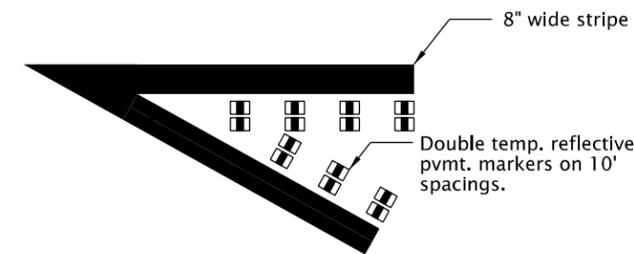
- Alignment shifts or crossovers.
- To discourage lane changes in multilane sections.
- Edge lines for short durations, less than 14 days.



LAYOUT "F"
(Supplemented wide double solid lines)

TYPICAL APPLICATIONS:

- To prohibit lane changes or passing (include appropriate regulatory signs).
- 2 lane, 2 way centerlines.
- 2 lane, 1 way alignments on freeways or multi-lane highways.



LAYOUT "G"
(Supplemented solid 8" line)

TYPICAL APPLICATIONS:

- Gore areas
- Alignment splits (bifurcations)

GENERAL NOTES FOR ALL DETAILS:

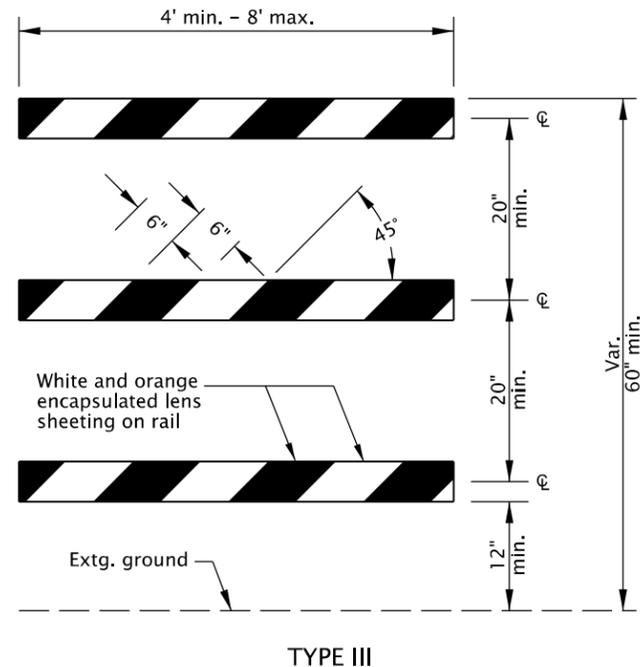
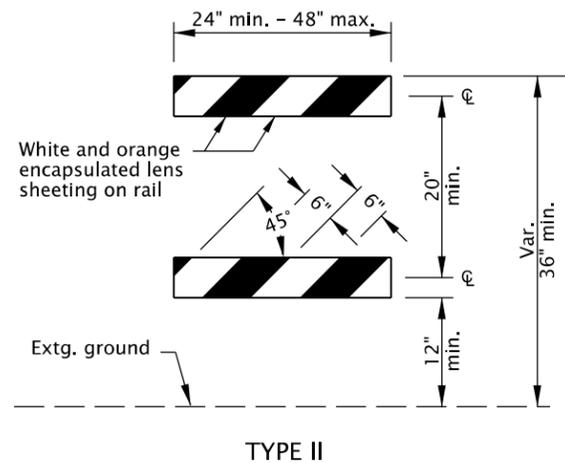
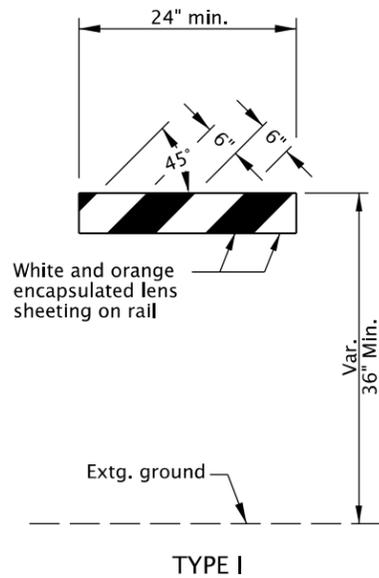
- When using Supplemented or Simulated lines:
 1. Yellow Bi-Directional Pavement Markers are required for Two-Way Traffic.
 2. White Mono-Directional Pavement Markers are required for one-way traffic or edge lines.
- Supplemented lines are painted lines enhanced with Reflective Pavement Markers.
- Simulated lines are Reflective Pavement Markers placed in a pattern to substitute for a painted line.
- Pavement marking colors shall conform to the MUTCD.

CALC. BOOK NO. _____	N/A	BASELINE REPORT DATE _____	01-JAN-2019
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications			
OREGON STANDARD DRAWINGS			
TEMPORARY PAVEMENT MARKINGS			
2018			
DATE	REVISION	DESCRIPTION	

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TM810

tm820.dgn 01-JAN-2019



BARRICADE RAIL LAYOUT

GENERAL NOTES FOR ALL DETAILS:

- Sandbags (approximately 25 lb sack filled with sand) may be placed on lower frame to provide additional ballast.
- Ballast shall not extend above bottom rail or be suspended from barricade.
- For rails less than 36" long, 4" wide stripes shall be used.
- Rails must be 8" min. to 12" max. in height.
- Use barricades from ODOT Qualified Products List (QPL).
- Use 4' Type III barricades where horizontal space is limited.
- Do not block bike lanes or shoulders unless the facility is properly closed and signed.
- Do not place barricades in sidewalks unless sidewalk is closed and a temporary pedestrian accessible route (TPAR) is signed according to the TCP. See Dwg. No. TM 844.

NOTES:

- Markings for barricade rails shall slope downward at an angle of 45° in the direction traffic is to pass.
- Where a barricade extends entirely across a roadway, it is desirable that the stripes slope downward in the direction toward which traffic must turn in detouring.
- Where both right and left turns are provided for, slope the chevron striping downward in both directions from the center of the barricade.
- For full roadway closures, the C or LR barricade may be used. Extend barricades completely across roadway unless access is required for local road users.

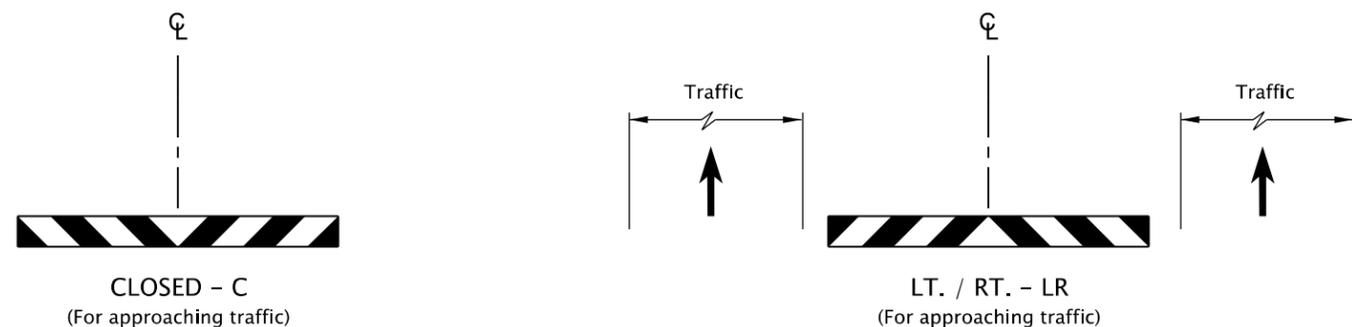
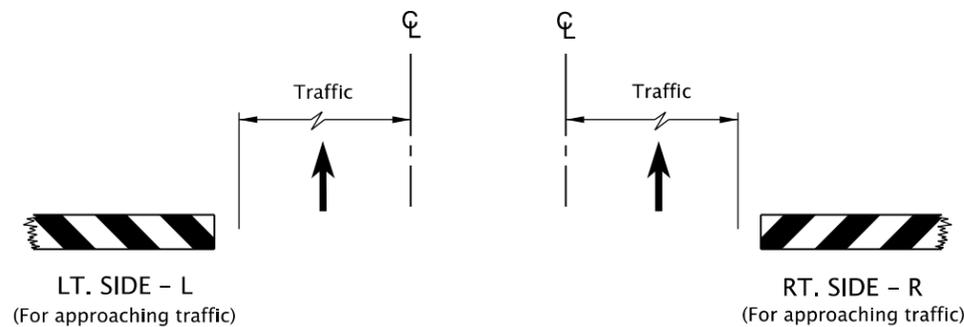
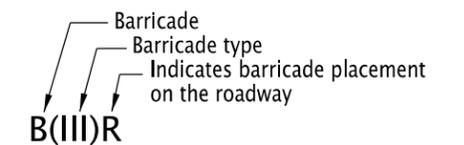


DIAGRAM FOR BARRICADE PLACEMENT AND SLOPE MARKING



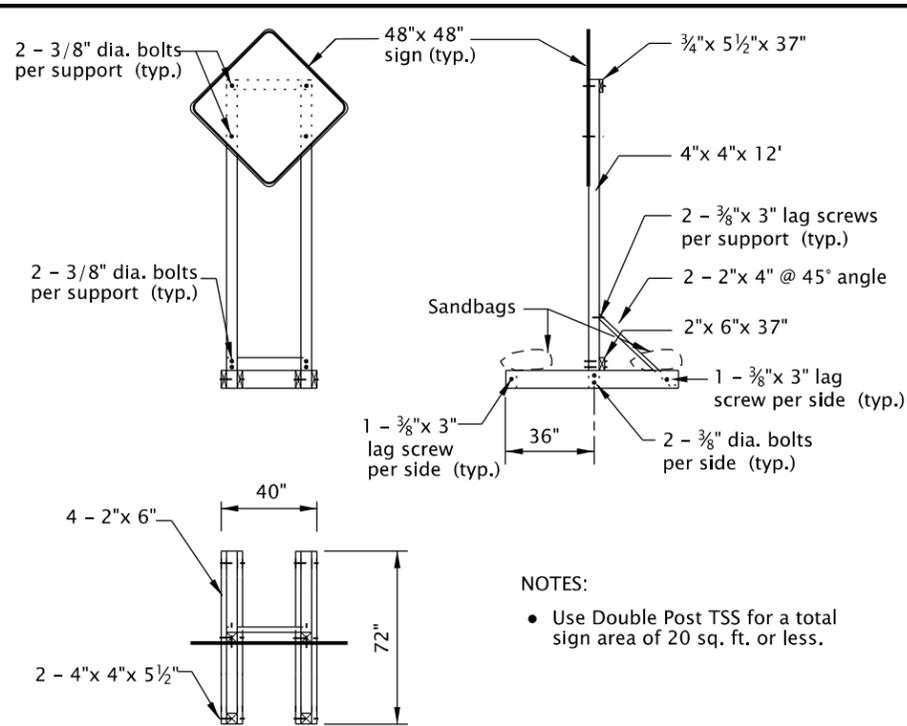
BARRICADE NOTATION

CALC. BOOK NO. N/A		BASELINE REPORT DATE 01-JAN-2019	
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications			
OREGON STANDARD DRAWINGS			
TEMPORARY BARRICADES			
2018			
DATE	REVISION	DESCRIPTION	
01-2019	REVISED NOTES		

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

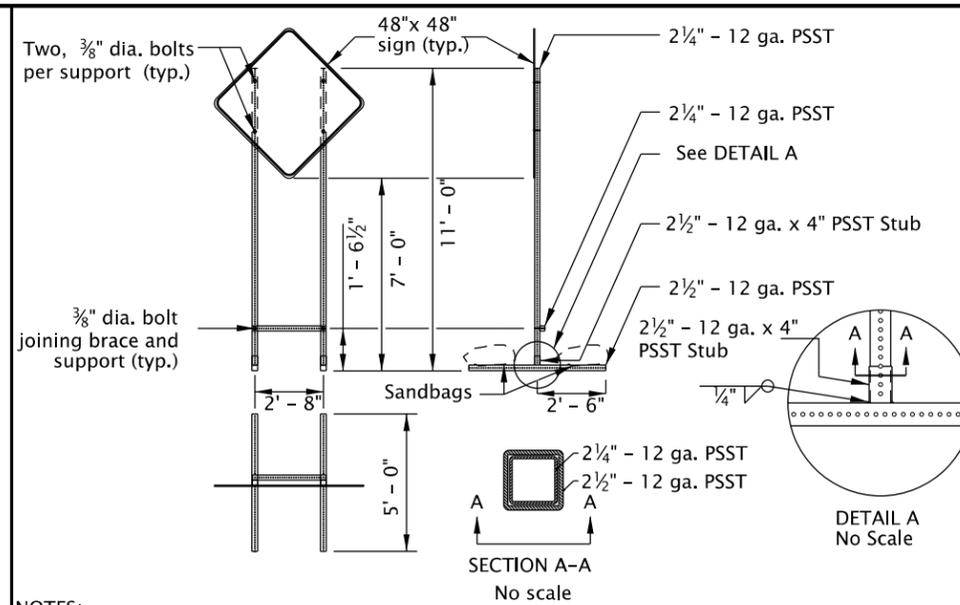
TM820

tm821.dgn 01-JAN-2019



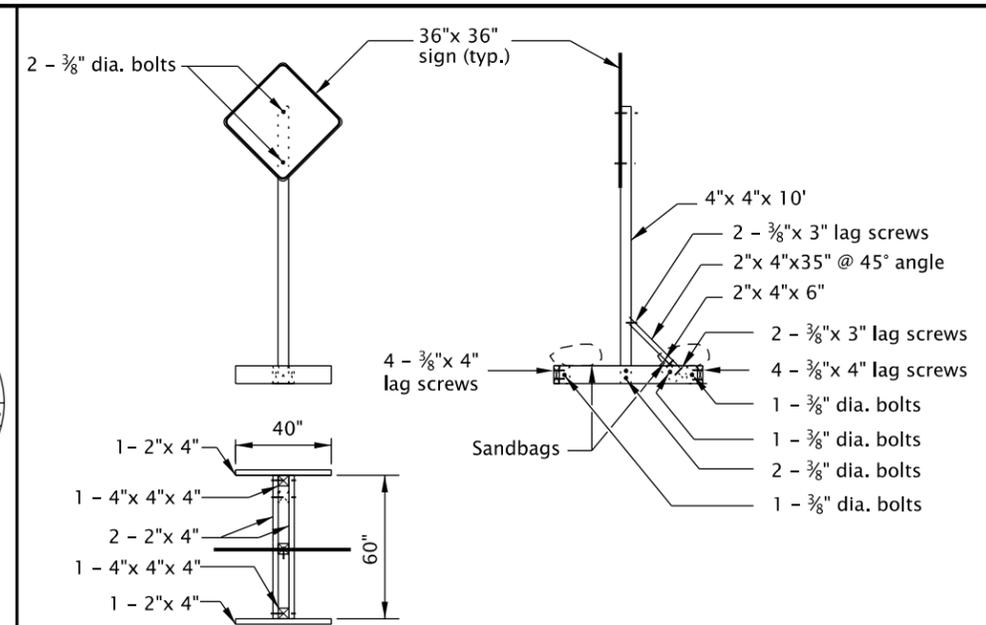
**DOUBLE POST
TEMPORARY SIGN SUPPORT (TSS)**

- NOTES:
- Use Double Post TSS for a total sign area of 20 sq. ft. or less.



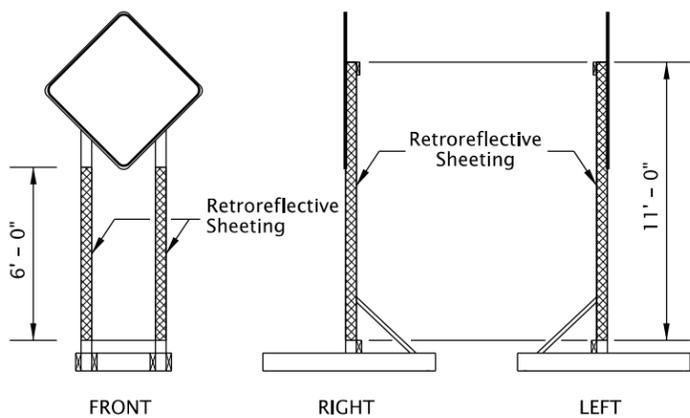
**PERFORATED STEEL SQUARE TUBE (PSST)
TEMPORARY SIGN SUPPORT (TSS)**

- NOTES:
- Use PSST TSS's for a total sign area of 16 sq. ft. or less.
 - All members shall have a minimum yield stress of 50 ksi.
 - Galvanize steel according to ASTM A653 with coating designation G90. Remove Galvanizing from steel before welding. Repair Galvanizing according to ASTM A780.
 - Use A325 Bolts or equivalent.
 - 2 1/4 inch - 12 ga. PSST to extend entire length inside of the 2 1/2 inch - 12 ga. x 4 inch PSST Stub.
 - Do not use bolt to secure 2 1/4 inch PSST inside of the 2 1/2 inch - 12 ga. x 4 inch PSST Stub.
 - Weld steel according to AWS D.1.1.

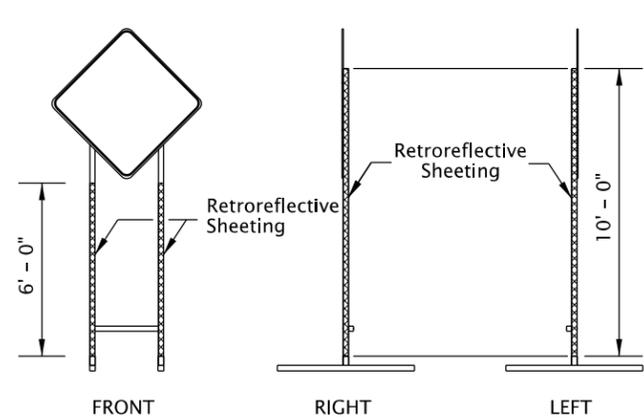


**SINGLE POST
TEMPORARY SIGN SUPPORT (TSS)**

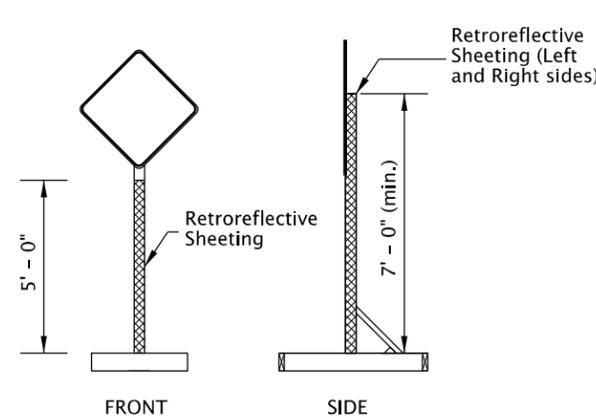
- NOTES:
- Use Single Post TSS for a total sign area of 12 sq. ft. or less.
 - Use Single Post TSS for mounting "Business Access" (CG20-11) signs. Do not mount signs on Type II or III Barricades.



**DOUBLE POST
TEMPORARY SIGN SUPPORT (TSS)**



**PERFORATED STEEL SQUARE TUBE (PSST)
TEMPORARY SIGN SUPPORT (TSS)**



**SINGLE POST
TEMPORARY SIGN SUPPORT (TSS)**

Retroreflective
Sheeting (Left
and Right sides)

- NOTES:
- Apply fluorescent orange, ANSI Type VIII or IX retroreflective sheeting to TSS posts, as shown, for all temporary signs, except "STOP" and "DO NOT ENTER". For "STOP" and "DO NOT ENTER" signs, used red ANSI Type III or IV retroreflective sheeting on the TSS posts.
 - Apply sign post retroreflectivity to each TSS post facing front; and to the left and right sides of the TSS, as shown. Use 3" wide sheeting for wood post TSS's. Use 2" wide sheeting for PSST TSS's.
 - Sheeting may be applied directly to post material; or applied to a rigid, lightweight substrate, then securely attached to the posts.

SIGN POST REFLECTIVE SHEETING PLACEMENT

TEMPORARY SIGN SUPPORT GENERAL NOTES:

- DO NOT TIP OVER TSS AT ANY TIME.
- Do not locate TSS's in locations that block pedestrian/bicycle traffic.
- For wooden TSS's, use either Douglas Fir or Hem Fir, which is surfaced four sides (S4S) and free of heart center (FOHC).
- See "Temporary Sign Placement" detail on TM822 for sign installation heights.
- Do not place or stack ballast more than 24" above the ground.
- When sign is inconsistent with current work zone conditions, cover sign; or turn sign 90 degrees away from approaching traffic. Remove TSS from roadway when signing is not needed for more than 3 days.
- Place a minimum of 50 lbs of sandbags on each of the four TSS supports legs. (25 lb. max per bag) (min. 100 lbs per side of each TSS).

CALC. BOOK NO. N/A

BASELINE REPORT DATE 01-JAN-2019

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

**OREGON STANDARD DRAWINGS
TEMPORARY SIGN SUPPORTS**

2018

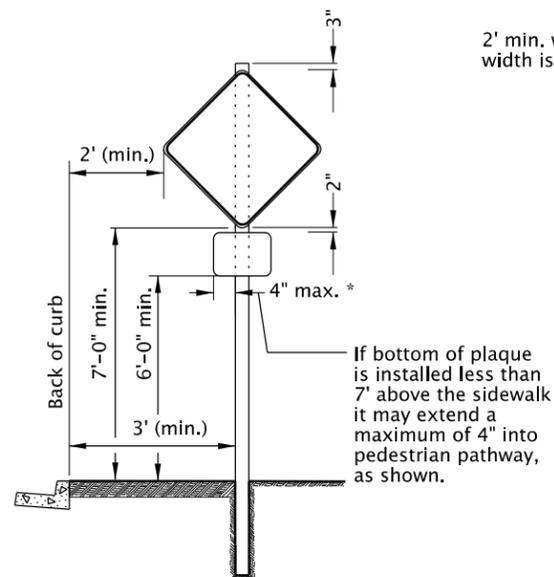
DATE	REVISION	DESCRIPTION
01-2019	REVISED	NOTES

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

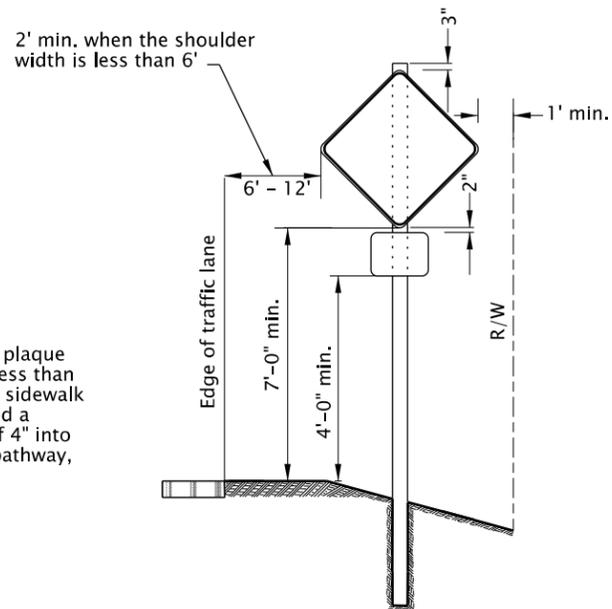
TM821

NOTES:

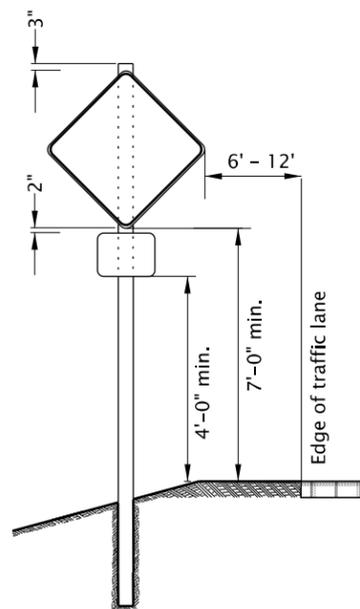
- Do not block bicycle lanes, sidewalks, or TPAR's with sign supports. Maintain minimum widths for these facilities according to TCP Design Manual, MUTCD, ADA, or as directed.
- To be accompanied by Drg. Nos. TM670, TM671, TM687, TM688 & TM689.



URBAN AREAS WITH CURB/SIDEWALK

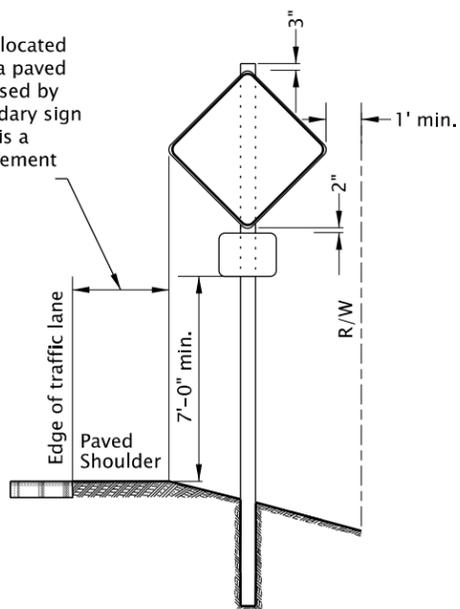


RURAL AREAS



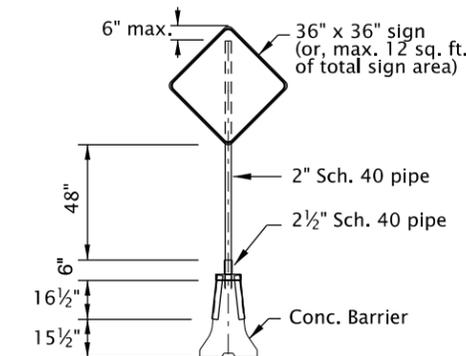
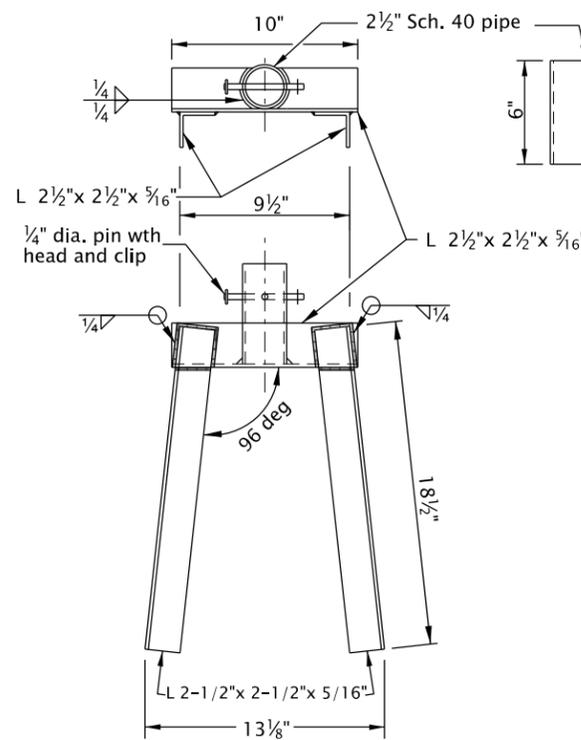
DIVIDED HIGHWAY/FREEWAY MEDIANS
NO CURB/SIDEWALK

Where temporary signs are located adjacent to or intrude into a paved shoulder or other surface used by bicycle traffic, install secondary sign (plaque) so bottom of sign is a minimum of 7'-0" above pavement surface, as shown.



RURAL OR URBAN AREAS - CURB OR NO CURB
BICYCLES ON SHOULDER

TEMPORARY SIGN PLACEMENT



NOTES:

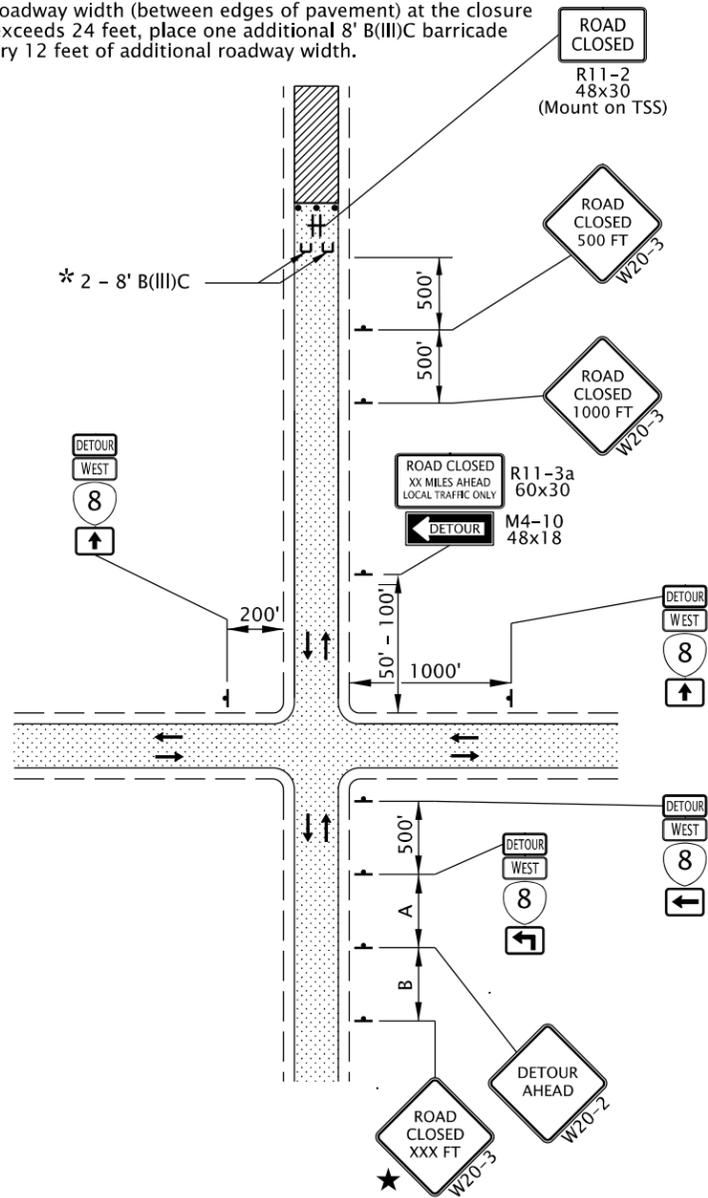
- Drill additional holes so sign can be rotated 90 degrees and pinned when not in use.
- All structural steel shall conform to ASTM A36.
- Support fits both 32" and 42" tall "F" barrier.
- Use for supporting a maximum 12 sq. ft. of total sign area.
- Place support at connection between two concrete barrier sections.
- Weld steel according to American Welding Society (AWS) D.1.1.
- Do not use clipped signs.

CONCRETE BARRIER SIGN SUPPORT

CALC. BOOK NO. _____	N/A	BASELINE REPORT DATE _____	01-JAN-2019
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications			
<p><i>The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.</i></p>		OREGON STANDARD DRAWINGS	
		TEMPORARY SIGN SUPPORTS	
		2018	
DATE	REVISION	DESCRIPTION	
01-2018	REVIS	DRAWING	
01-2019	REVIS	NOTES	

NOTES:
 If closure point is less than 1500 ft. from nearest intersection, use a "ROAD CLOSED TO THRU TRAFFIC" (R11-4) sign in place of the "ROAD CLOSED XX MILES AHEAD" sign.

* If the roadway width (between edges of pavement) at the closure point exceeds 24 feet, place one additional 8' B(III)C barricade for every 12 feet of additional roadway width.

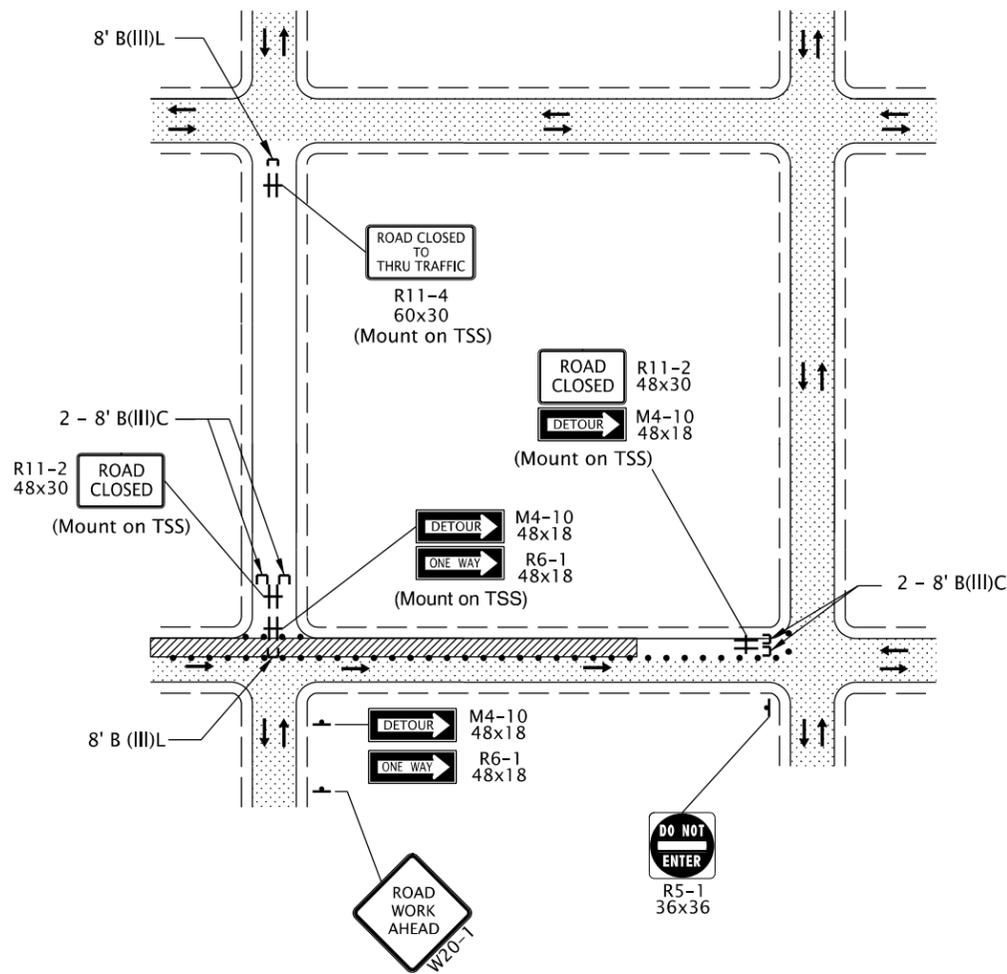


TYPICAL ROAD CLOSURE WITH DETOUR



TYPICAL TRAILBLAZER ASSEMBLY

NOTE:
 When detour routes overlap, each Route Shield will include a separate cardinal direction, detour, and directional arrow auxiliary sign assembly.



TYPICAL PARTIAL ROAD CLOSURE

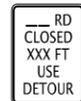
GENERAL NOTES FOR ALL DETAILS:

★ A "Street Name" rider may be used to enhance Road Closure signing; or provide a project specific design; or, as shown in the traffic control plan.



RD
 Rider width to be determined by width of street name.

OR



48 x 60 (nom.)
 Project Specific Design

OR



48 x 60 (nom.)
 Project Specific Design

• Use a minimum of two Type III barricades for a road closure. For roads $\geq 36'$ wide between curbs or edge of pavement, use a minimum of three Type III barricades for the closure point.

• For full road closures, the C or LR barricade may be used.

• Place additional signing as directed.

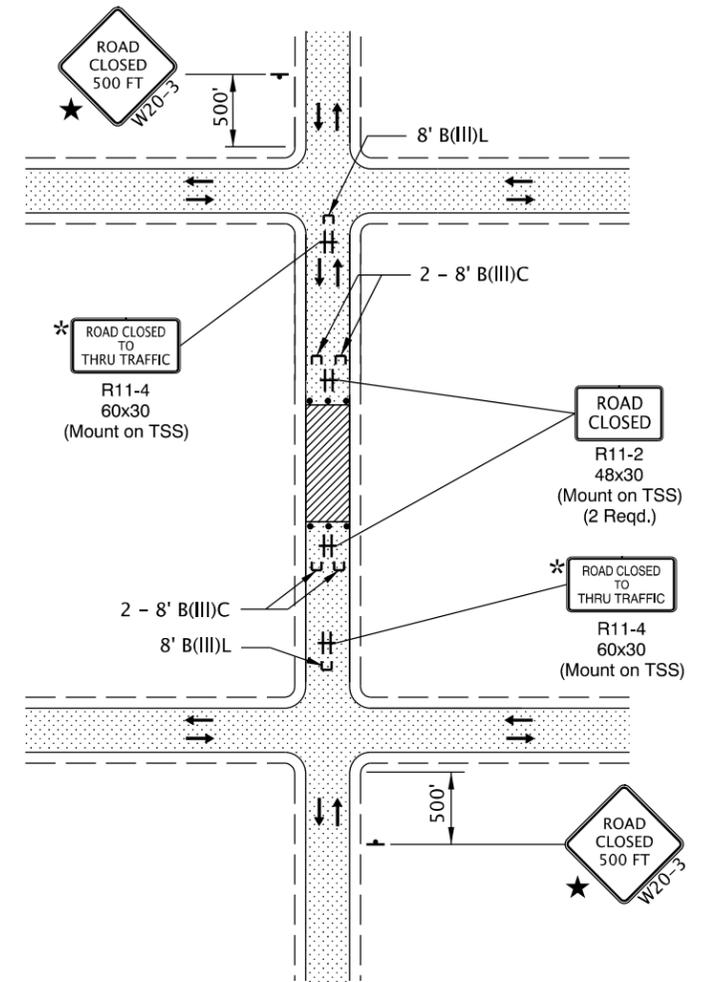
• To determine sign spacing A, B, & C, use the "TRAFFIC CONTROL DEVICES (TCD) SPACING TABLE" on Drg. TM800.

• To be accompanied by Drg. Nos. TM820 & TM821.

••••• 28" Tubular Markers
 See TCD Spacing Table on TM800 for max. spacing.

••••• UNDER TRAFFIC

▨ UNDER CONSTRUCTION



NOTE:
 * If accesses exist between intersection and point of closure, install "ROAD CLOSED TO THRU TRAFFIC" sign as shown.

TYPICAL ROAD CLOSURE

CALC. BOOK NO. N/A

BASELINE REPORT DATE 01-JAN-2019

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

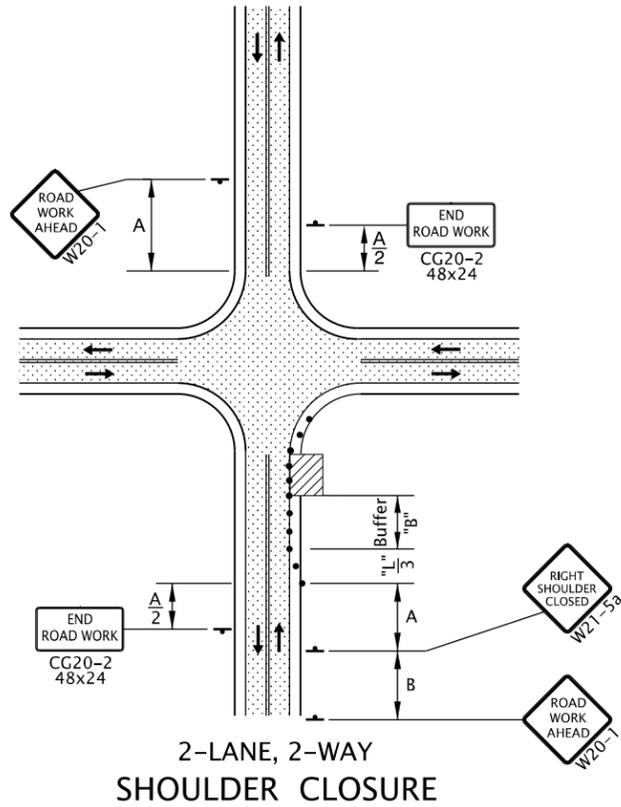
OREGON STANDARD DRAWINGS

CLOSURE DETAILS

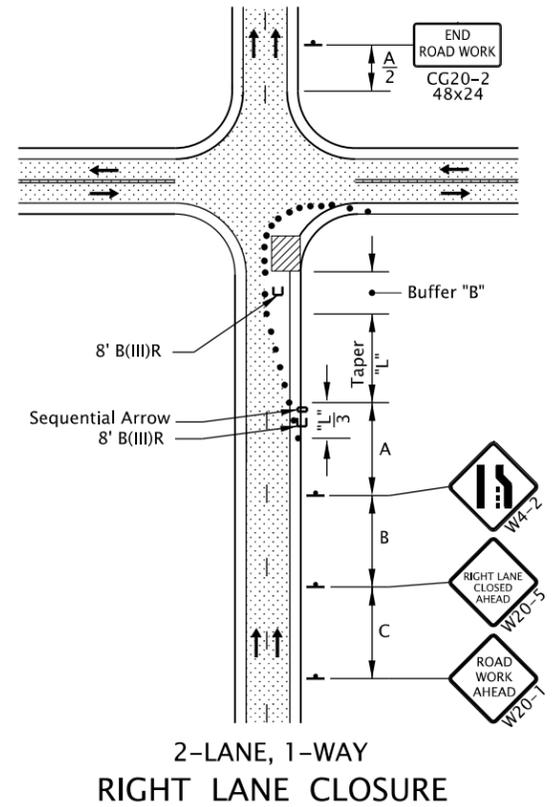
2018

DATE	REVISION	DESCRIPTION
01-2018	REVISED DRAWING	

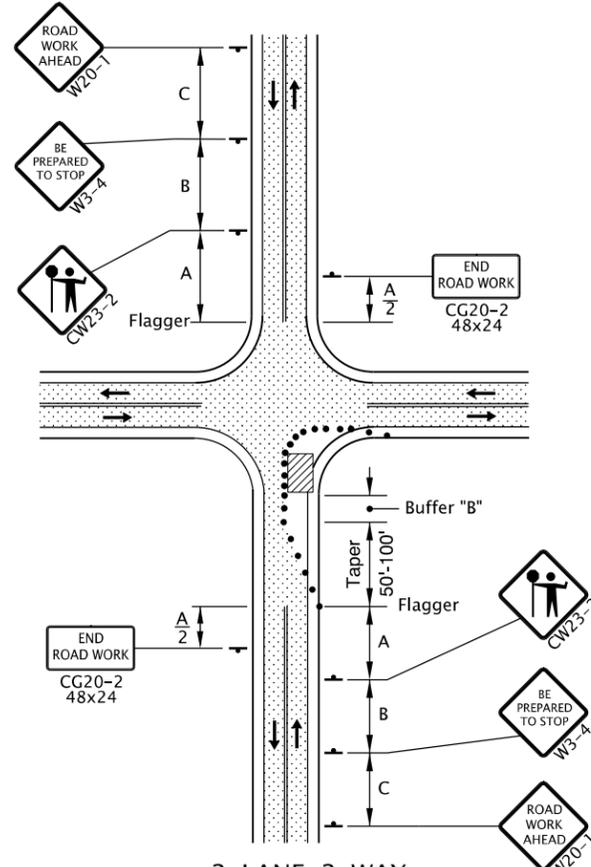
The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.



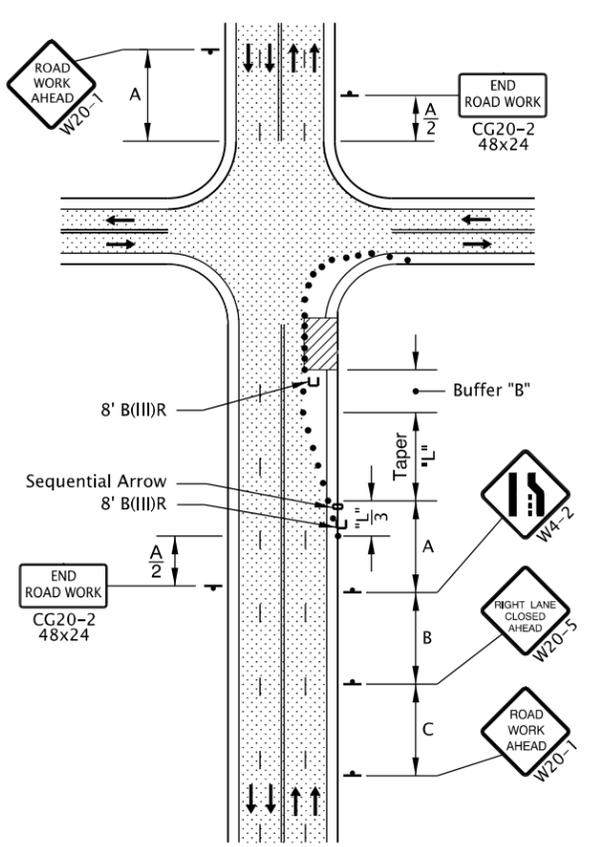
2-LANE, 2-WAY SHOULDER CLOSURE



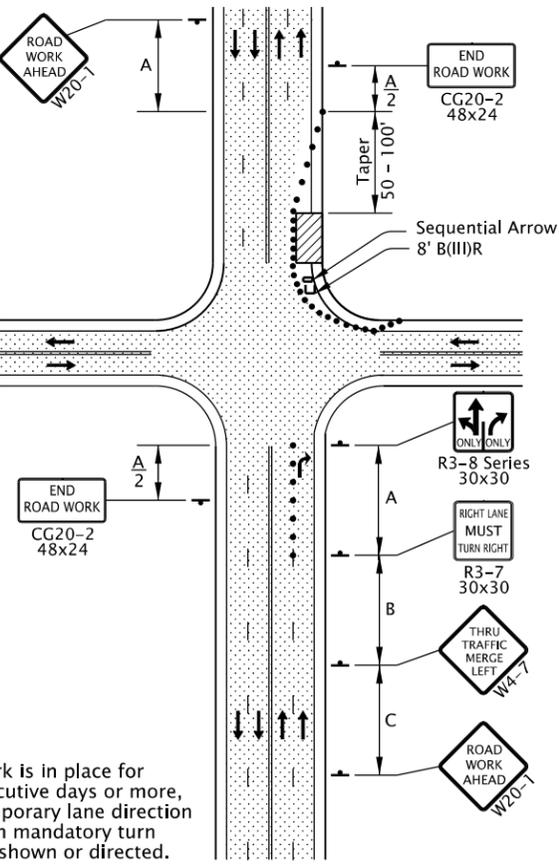
2-LANE, 1-WAY RIGHT LANE CLOSURE



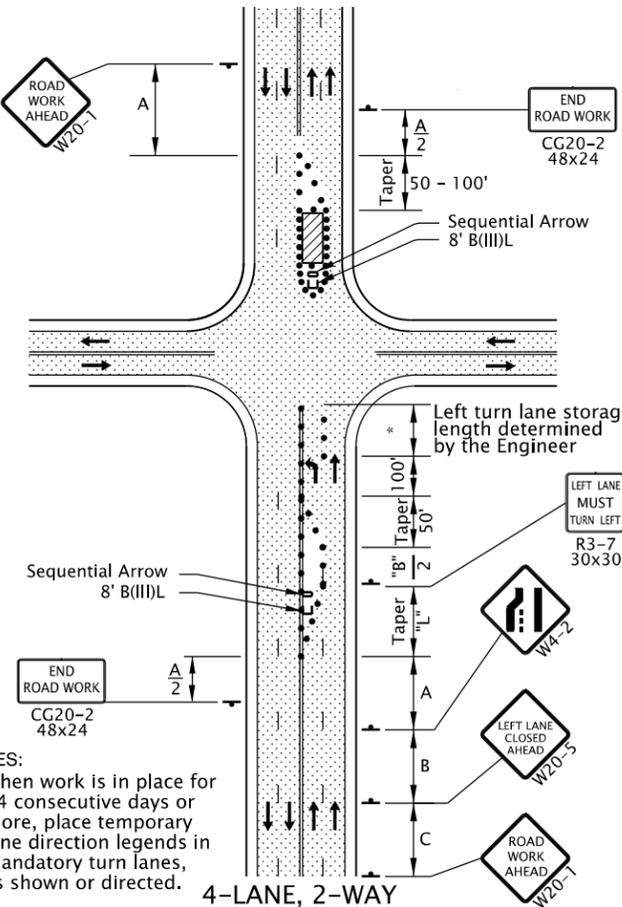
2-LANE, 2-WAY ONE LANE CLOSURE



4-LANE, 2-WAY RIGHT LANE CLOSURE, NEAR SIDE



4-LANE, 2-WAY RIGHT LANE CLOSURE, FAR SIDE



4-LANE, 2-WAY LEFT LANE CLOSURE, FAR SIDE

NOTES:
 • When work is in place for 14 consecutive days or more, place temporary lane direction legends in mandatory turn lanes, as shown or directed.

NOTES:
 • When work is in place for 14 consecutive days or more, place temporary lane direction legends in mandatory turn lanes, as shown or directed.

GENERAL NOTES FOR ALL DETAILS:

- Additional Traffic Control Measures (TCM) may be required for all legs of the intersection.
- The "FLAGGER" (CW23-2) symbol sign shall be used only in conjunction with the "BE PREPARED TO STOP" (W3-4) sign.
- To determine Taper Length ("L") and Buffer Length ("B"), use the "MINIMUM LENGTHS TABLE" on Drg. TM800.
- For left lane or shoulder work, place TCD to close left lane or shoulder. Use "LEFT LANE CLOSED AHEAD" (W20-5) sign, "LEFT LANE ENDS" (W4-2L) symbol sign, or "LEFT SHOULDER CLOSED" (W21-5a) sign, where applicable.
- To determine sign spacing A, B, and C, use "TRAFFIC CONTROL DEVICES (TCD) SPACING TABLE" on Drg. TM800.
- When a through road intersects within the work zone, place a "ROAD WORK AHEAD" (W20-1) sign in advance of the intersection at sign spacing A.
- Use plastic drums in lane closure tapers when the posted speed is 45 mph or greater.
- Where shoulder width is limited, Sequential Arrow may be placed within the lane closure taper.
- Place channelling devices around intersection radii and construction areas at 10' spacing.
- Install a "BICYCLES ON ROADWAY" (CW11-1) sign in advance of the closure when a bike lane is closed, or when the shoulder is closed and bikes are expected.
- To be accompanied by Drg. Nos. TM820, TM821 & TM840.
- 28" Tubular Markers See TCD Spacing Table on TM800 for max. spacings.
- 28" Tubular Markers See TCD Spacing Table on TM800 for max. spacings.

CALC. BOOK NO. N/A

BASELINE REPORT DATE 01-JUL-2019

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

OREGON STANDARD DRAWINGS

INTERSECTION WORK ZONE DETAILS

2018

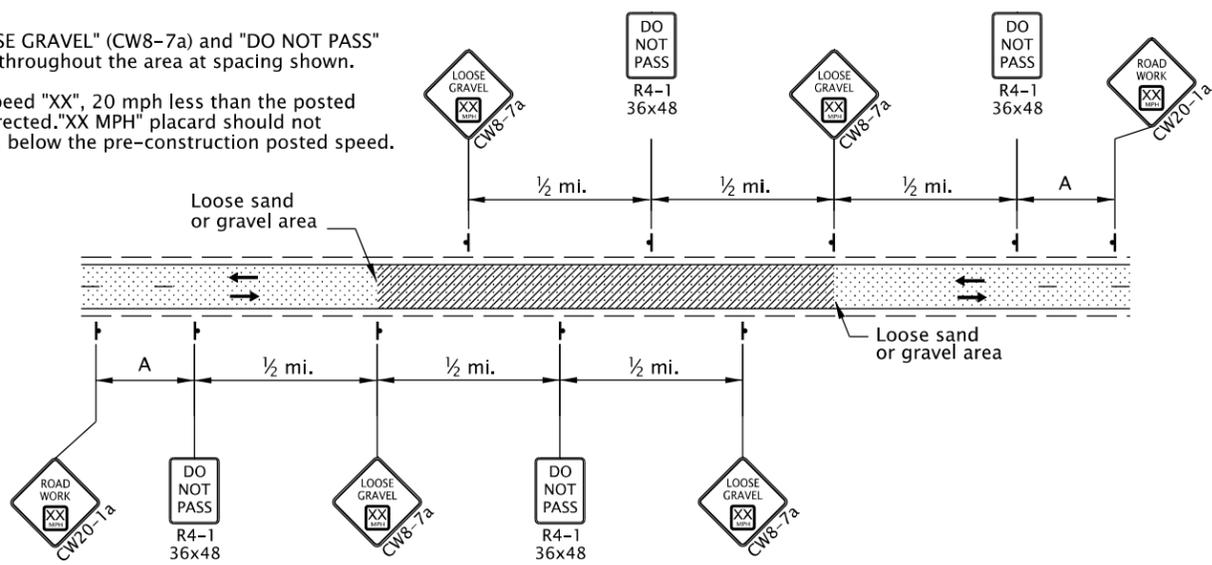
DATE	REVISION	DESCRIPTION
07-2019	REVISED DRAWING	

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

UNDER TRAFFIC
 UNDER CONSTRUCTION

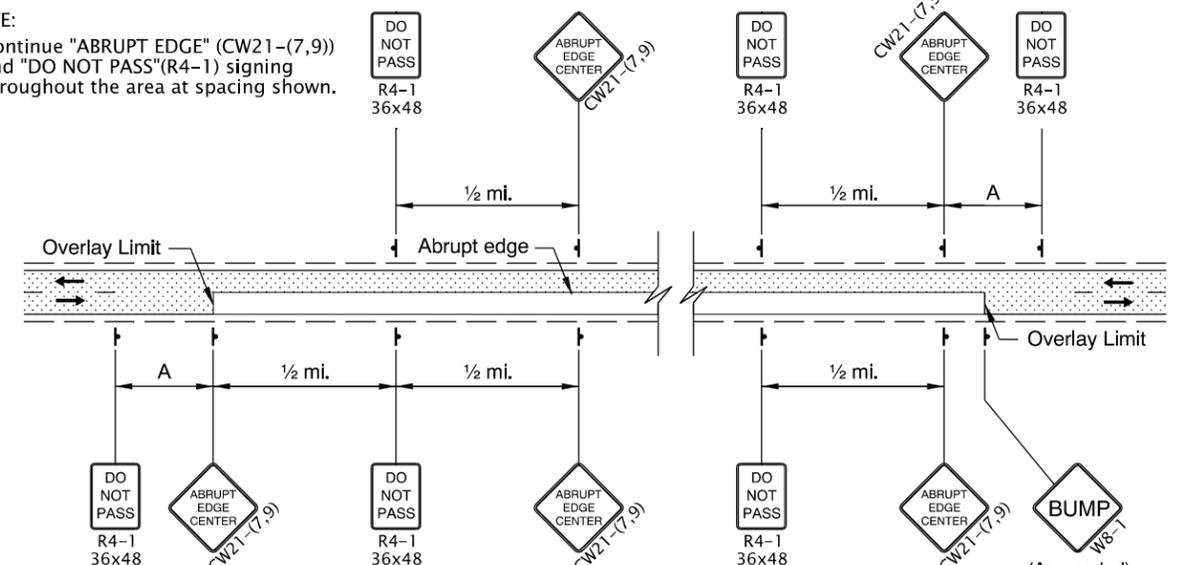
tm850.dgn 01-JAN-2019

- NOTE:
- Continue "LOOSE GRAVEL" (CW8-7a) and "DO NOT PASS" (R4-1) signing throughout the area at spacing shown.
 - Use advisory speed "XX", 20 mph less than the posted speed, or as directed. "XX MPH" placard should not exceed 20 mph below the pre-construction posted speed.



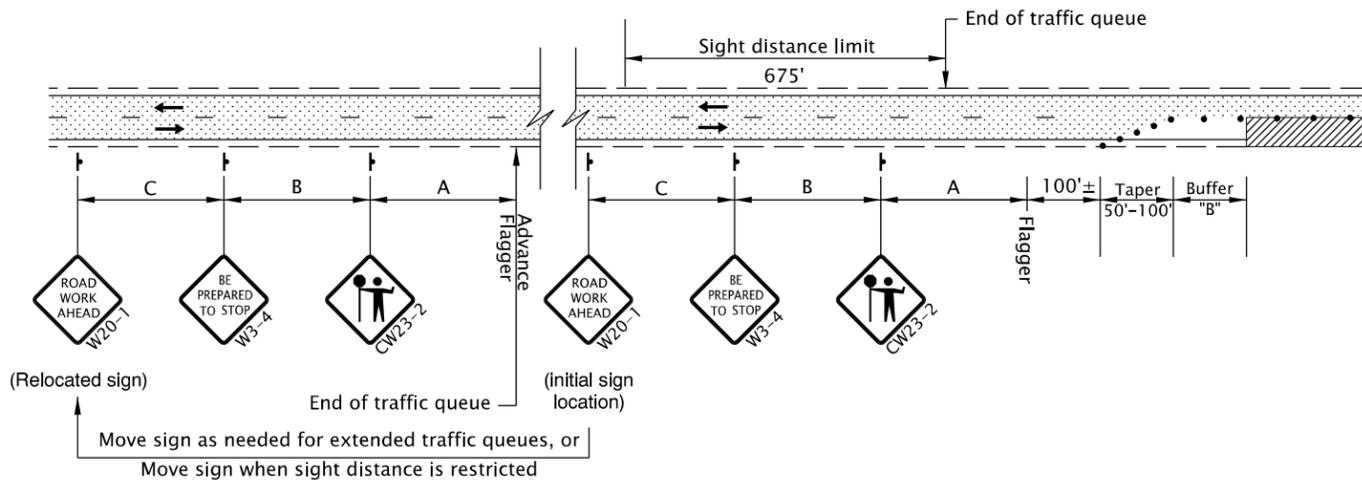
2-LANE, 2-WAY ROADWAY
LOOSE GRAVEL IN ROADWAY SIGNING

- NOTE:
- Continue "ABRUPT EDGE" (CW21-(7,9)) and "DO NOT PASS" (R4-1) signing throughout the area at spacing shown.

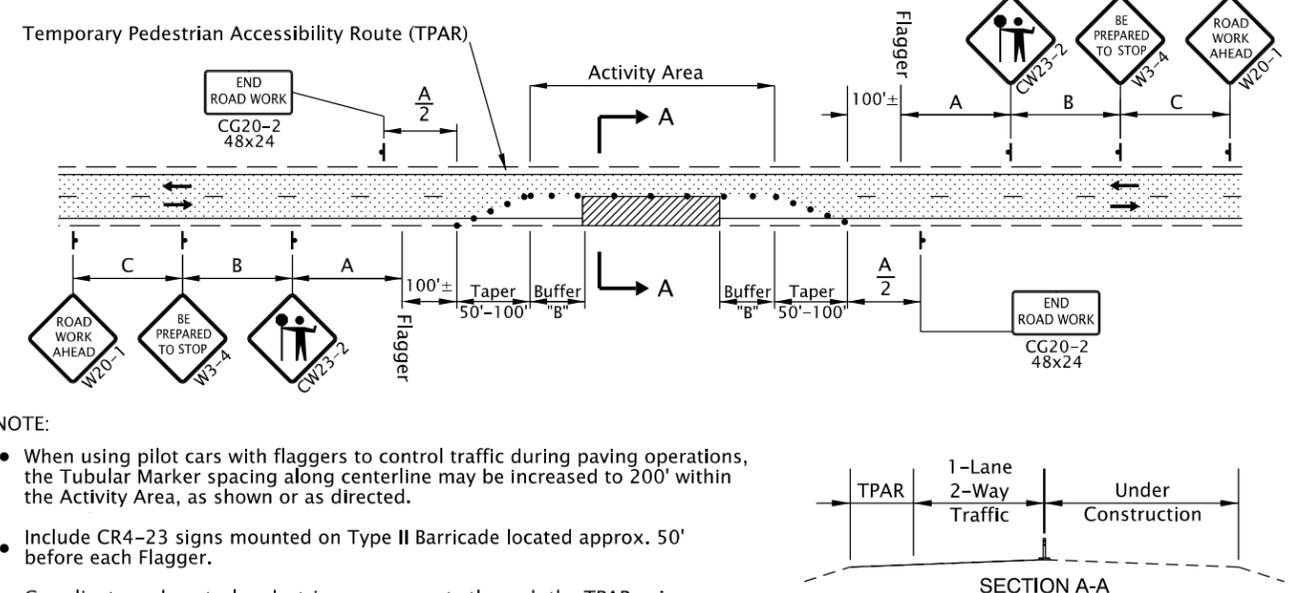


2-LANE, 2-WAY ROADWAY
OVERLAY AREA SIGNING

- NOTES:
- Place Advance Flagger and additional signing when traffic queues extend beyond initial warning signing OR when sight distance is restricted.
 - Relocate initial "ROAD WORK AHEAD" (W20-1) sign in advance of additional "BE PREPARED TO STOP" (W3-4) and Flagger Ahead (CW23-2) signs, as shown.
 - Place additional Tubular Markers for Flagger and Advance Flagger Stations according to FLAGGER STATION DELINEATION detail.



ADVANCE FLAGGER FOR EXTENDED TRAFFIC QUEUES



- NOTE:
- When using pilot cars with flaggers to control traffic during paving operations, the Tubular Marker spacing along centerline may be increased to 200' within the Activity Area, as shown or as directed.
 - Include CR4-23 signs mounted on Type II Barricade located approx. 50' before each Flagger.
 - Coordinate and control pedestrians movements through the TPAR using Flaggers, other TCM, or as directed. When the existing shoulder is greater than or equal to 4' wide, provide a minimum of 4' of width for the TPAR.

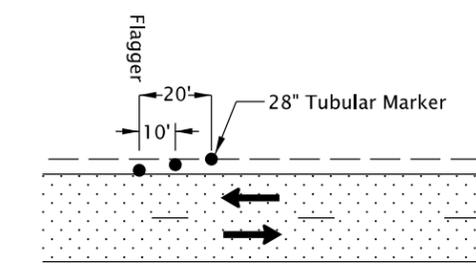
2-LANE, 2-WAY ROADWAY
ONE LANE CLOSURE

GENERAL NOTES FOR ALL DETAILS:

- The "FLAGGER" (CW23-2) symbol sign shall be used only in conjunction with the "BE PREPARED TO STOP" (W3-4) sign.
- Cover existing passing zone signing, as directed.
- Install temporary striping as required.
- To determine Taper Length ("L") and Buffer Length ("B"), use the "MINIMUM LENGTHS TABLE" shown on Drg. No. TM800.
- To determine sign spacing A, B, and C, use "TRAFFIC CONTROL DEVICES (TCD) SPACING TABLE" on Drg. No. TM800.
- Install a "BICYCLES ON ROADWAY" (CW11-1) sign in advance of the closure when a bike lane is closed, or when the shoulder is closed and bikes are expected.
- To be accompanied by Drg. Nos. TM821.

- • • • • 28" Tubular Markers on 20' max. spacing for flagger tapers and stations
 - • • 28" Tubular Markers See TCD Spacing Table on TM800 for max. spacing.
-  UNDER TRAFFIC
 UNDER CONSTRUCTION
 CONSTRUCTION UNDER TRAFFIC

- NOTE:
- Use a minimum of 3 tubular markers in shoulder taper on 10' spacing for flagger station delineation.



FLAGGER STATION DELINEATION

CALC. BOOK NO. N/A

BASELINE REPORT DATE 01-JAN-2019

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

OREGON STANDARD DRAWINGS

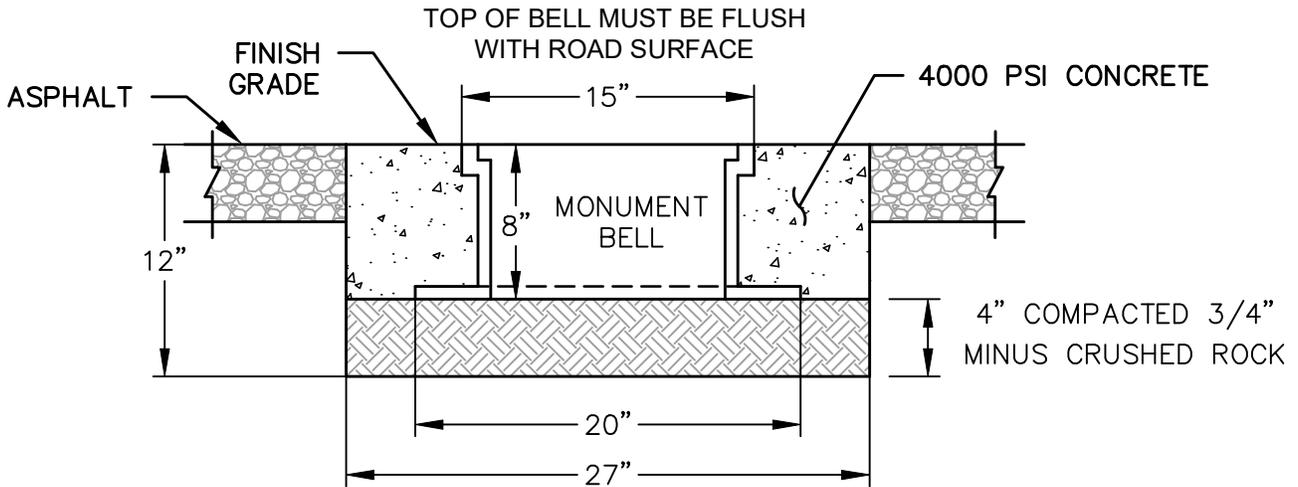
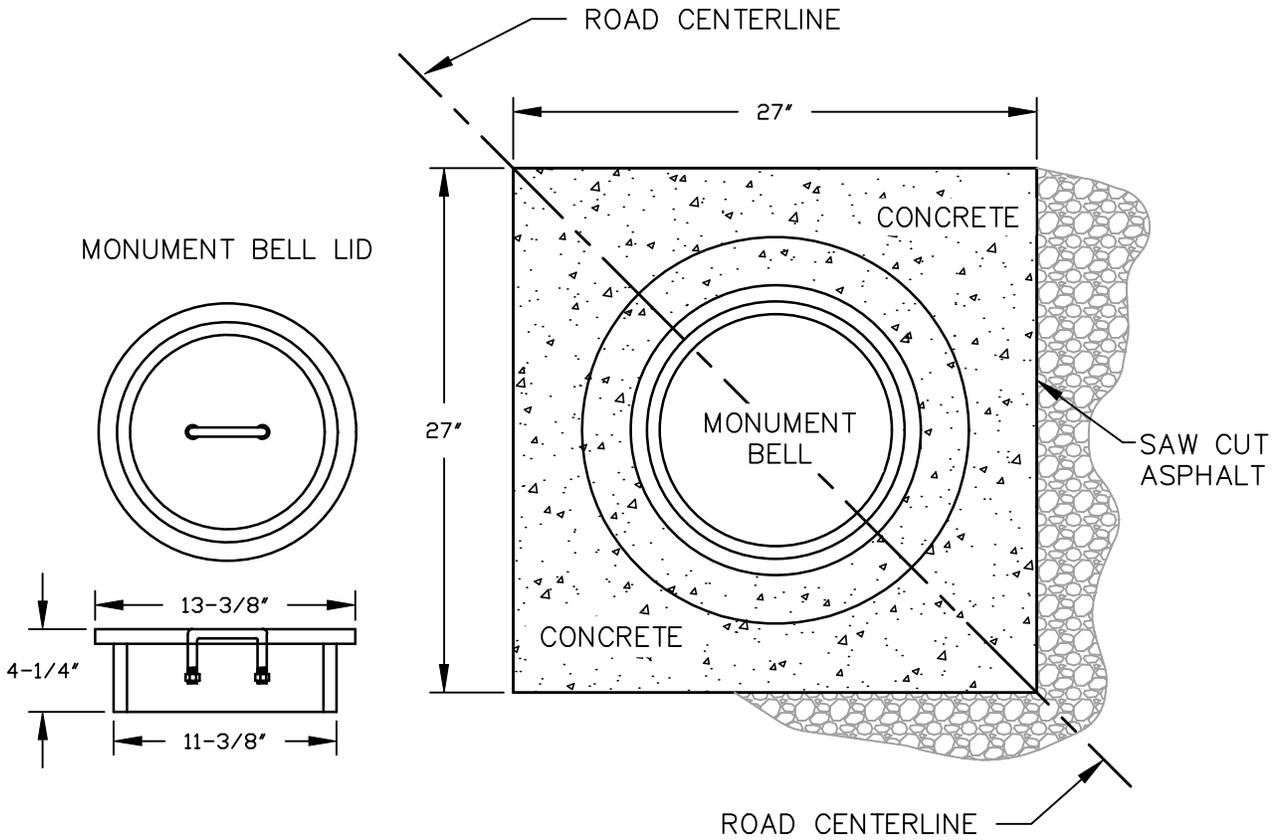
2-LANE, 2-WAY ROADWAYS

2018

DATE	REVISION DESCRIPTION
01-2018	REVISED DRAWING AND NOTES

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

TM850



NOTE:
 MONUMENT BOXES TO BE CAST
 IRON OR ALLOY SUITABLE FOR
 HEAVY TRAFFIC LOADING. #1036
 OR #1033 EAST JORDAN IRON
 WORKS #3680 OR EQUIVILANT.

REVISION	DATE	BY
REVISION	11/19	RM
REVISION	3/20	RM

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



APPROVAL DATE: 6/1/2020

SCALE: N.T.S.

STANDARD
 DRAWING

**MONUMENT BOX
 GREATER THAN 35 MPH**

M150

LEGEND DIMENSIONING TABLE

LOCATION	STREET CLASSIFICATION	POSTED SPEED (MPH)	PANEL HT.	PRIMARY LETTER HT.	LOWER-CASE LETTER HT.	SUPPLEMENTAL LETTERING SIZE		SUPER-SCRIPT HT.	G	H	BORDER/DIVIDER THICKNESS	BOR- DER RAD.	ARROW TAIL THICK- NESS	ARROW LENGTH
			A	B	C	D	E							
			UPPER	LOWER	F	G	H							
GROUND MOUNT	ARTERIAL/COLLECTOR 4+ LANES	> 40	15	8	6	5	3 ¾	4	3 ½	1	½	1 ½		
	ARTERIAL/COLLECTOR 4+ LANES	≤ 40												
	ARTERIAL/COLLECTOR 2-3 LANES	ALL	12	6	4 ½	4	3	3	2 ½	¾	½	1 ½		
	LOCAL	> 25												
	ALTERNATE *		10	5	4	4	3	2 ½	2	½	½	1 ½		
	STACKED LEGEND	ALL	21	6	4 ½	4	3	3	2 ½	¾	½	1 ½	2 ¼	9
	LOCAL/CONNECTOR	≤ 25												
PRIVATE	ALL		8	5	3 ¾	3	1 ⅞	2 ½	1 ½	½				
OVERHEAD MAST ARM	ALL	ALL	21	12	9	8	6	6	5	1 ¾	1	3		
	ALTERNATE **		18	10	8	6	4 ½	5	3 ¾	1 ¼	1	3		
	STACKED LEGEND	ALL	30	8	6	5	3 ¾	4	3 ½	1	1	3	3	12

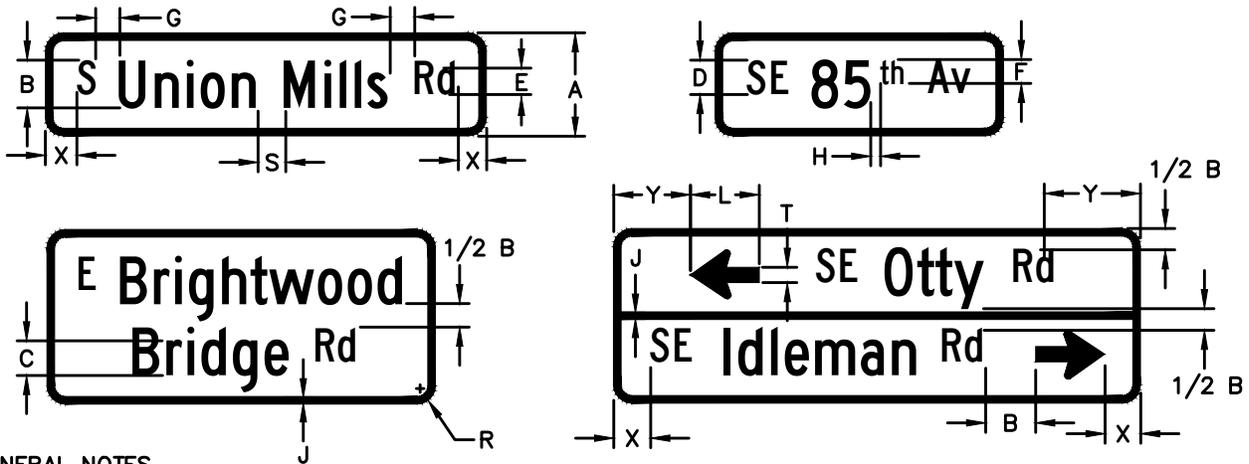
NOTES: ALL UNITS IN INCHES UNLESS SHOWN OTHERWISE.

S = SPACE BETWEEN WORDS = ⅝ B.

X, Y = ½ OF REMAINING SPACE. SHOULD BE APPROXIMATELY EQUAL TO LETTER HT (B) AND NO LESS THAN ½ B.

* GROUND MOUNTED: MAY BE USED IF 6" LETTERS YIELD SIGNS GREATER THAN 60" LENGTH.

** OVERHEAD: MAY BE USED IF 12" LETTERS YIELD SIGNS GREATER THAN 12' LENGTH.



GENERAL NOTES

1. ALL SIGN CORNERS SHALL BE ROUNDED.
2. BORDERS SHALL BE FLUSH WITH EDGE OF SIGN. BORDERS ARE NOT REQUIRED ON 8" PANELS.
3. LEGEND HEIGHT FOR ALL SIGNS AT AN INTERSECTION DICTATED BY THE HIGHEST CLASSIFICATION ROADWAY.
4. SHOP DRAWINGS SHALL BE SUBMITTED TO ENGINEERING FOR REVIEW PRIOR TO INSTALLATION.
5. SEE T130 FRO ADDITIONAL REQUIREMENTS.

SIGN LEGEND

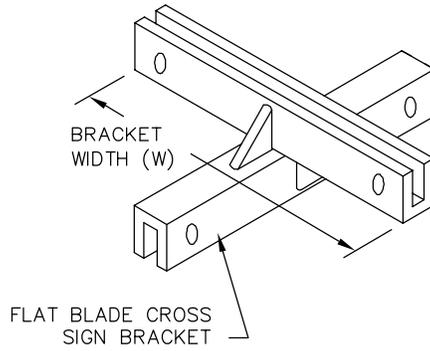
1. ALL LEGENDS ARE SUBJECT TO THE ENGINEER'S APPROVAL PRIOR TO FABRICATION.
2. LETTERING SHALL BE FHWA SERIES C AT 100% WIDTH UNLESS SPECIFIED OTHERWISE.
3. THE PREFIX SHALL BE ABBREVIATED UPPER-CASE LETTERS.
4. THE STREET NAME SHALL CONSIST OF LOWER-CASE LETTERS WITH AN INITIAL UPPER-CASE LETTER.
5. THE SUFFIX SHALL BE ABBREVIATED AND CONSIST OF AN INITIAL UPPER-CASE LETTER FOLLOWED BY LOWER-CASE LETTER(S).
6. THE DESCENDERS OF LOWERCASE LETTERS SHALL NOT BE USED IN THE VERTICAL SPACING OF THE LEGEND.

MATERIALS

1. ALL SIGN MATERIALS SHALL CONFORM TO THE CURRENT MUTCD AND ODOT STANDARD SPECIFICATIONS.
2. GROUND MOUNTED: GREEN TYPE III OR TYPE IV BACKGROUND WITH SILVER-WHITE TYPE III OR TYPE IV PERMANENT LEGEND, OR SILVER-WHITE TYPE III OR TYPE IV SHEETING BACKGROUND OVERLAID WITH GREEN TRANSPARENT PASTE BACKGROUND WITH RETROFLECTIVE SILVER-WHITE SCREENED LEGEND.
3. OVERHEAD MOUNTED: GREEN TYPE III OR TYPE IV SHEETING BACKGROUND WITH WHITE TYPE IX PERMANENT LEGEND.
4. PRIVATE STREETS: SILVER-WHITE TYPE III OR TYPE IV SHEETING BACKGROUND WITH BLACK NONREFLECTIVE SCREENED, CUT-OUT PERMANENT LEGEND.

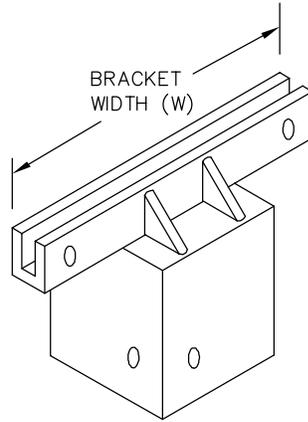
REVISION	DATE	BY	DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045		APPROVAL DATE: 01/31/2020	SCALE: N.T.S.	STANDARD DRAWING T100
BORDER THICKNESS	1/13	CLS			STREET NAME SIGNS & DETAILS		
suffix itr. upper/lwr	1/13	CLS					
	11/19	BP					

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SIGN BRACKET SIZE

SIGN WIDTH (IN.)	MOUNTING
< 30	POST TOP BRACKET, W = 5 1/4"
30 TO 48	POST TOP BRACKET, W = 12"
> 48	RIVET TO POST



FLAT BLADE SIGN BRACKETS

OVERHEAD MOUNTING

1. SIGNS TO BE MOUNTED USING REUSABLE BANDING TYPE ADJUSTABLE BRACKET (SKY BRACKET OR APPROVED EQUAL) UNLESS OTHERWISE SPECIFIED.
2. NEW PROJECTS: SIGNAL MAST ARM SIGNS TO BE INCLUDED ON SIGNING PLANS.
3. EXISTING SIGNAL POLES: PERFORM POLE STRUCTURAL ANALYSIS PRIOR TO ADDING OR ENLARGING SIGNS.

ABBREVIATIONS FOR STREET NAME SUFFIXES

AV = Avenue CT = Court LN = Lane PKWY = Parkway RD = Road TER = Terrace
 BLVD = Boulevard DR = Drive LP = Loop PL = Place ST = Street WY = Way
 CIR = Circle

REVISION	DATE	BY

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



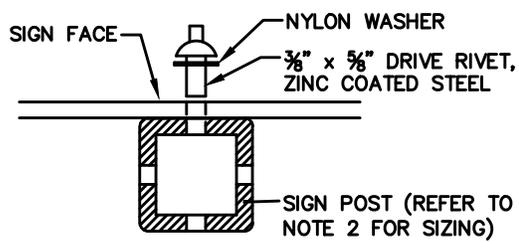
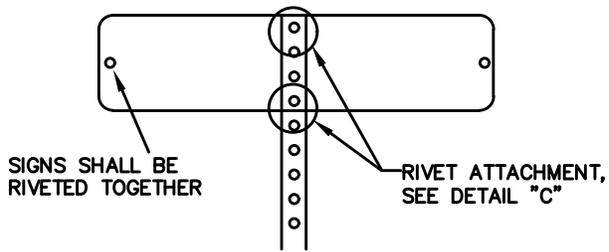
APPROVAL DATE: 1/1/10

SCALE: N.T.S.

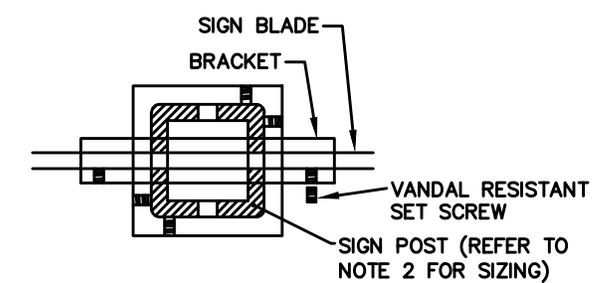
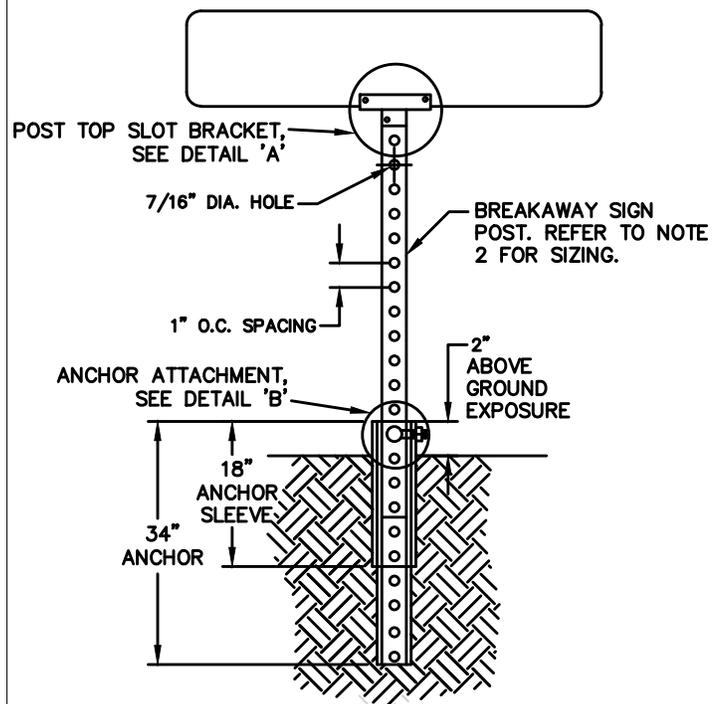
**STREET NAME SIGNS
& DETAILS (CONTINUED)**

STANDARD
DRAWING

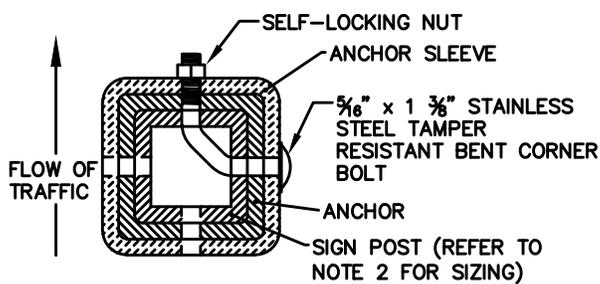
T130



RIVET ATTACHMENT
(DETAIL 'C', TOP VIEW)



POST TOP BRACKET ATTACHMENT
(DETAIL 'A', TOP VIEW)

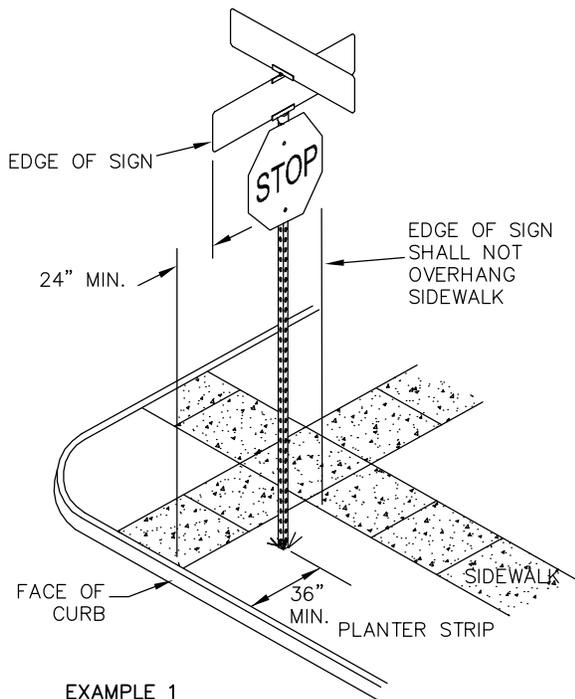


ANCHOR ATTACHMENT
(DETAIL 'B', TOP VIEW)

NOTES

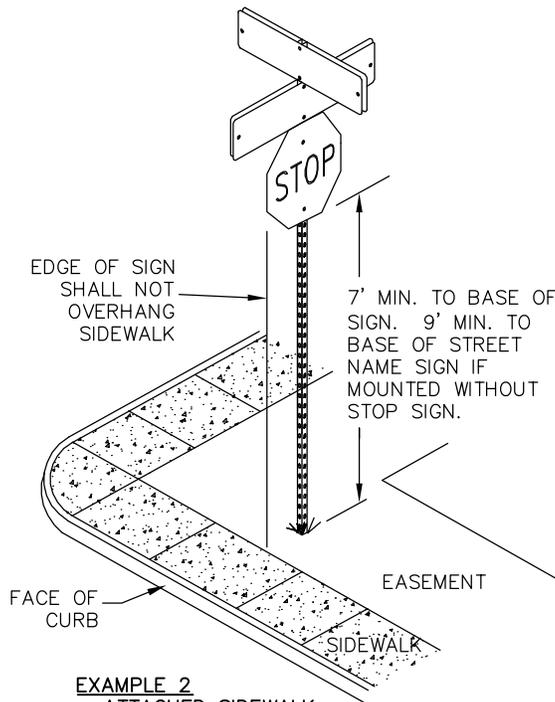
1. SIGN COMBINATION AND MINIMUM SIGN MOUNTING HEIGHT SHALL DETERMINE POST LENGTH. A 10' (MIN.) POST SHALL BE USED. A COMBINATION OF SIGNS GREATER THAN 36" IN HEIGHT SHALL REQUIRE A 12' (MIN.) POST.
2. SIGN POST SIZING SHALL BE BASED ON OREGON STANDARD DRAWING TM681 (PERMANENT PERFORATED STEEL SQUARE TUBE TABLE -85 MPH). THE MINIMUM POST SIZE SHALL BE 2" X 2" 12 GA. SQUARE TUBE. IF THE SIGN PANEL AREA IS GREATER THAN THAT ALLOWED BY A 2" X 2" POST, THEN A 2 1/2" X 2 1/2" 12 GA. POST SHALL BE USED. IF A LARGER SUPPORT IS REQUIRED, THEN WOOD SIGN SUPPORTS SHALL BE USED PER OREGON STANDARD DRAWING TM670.
3. SIGN POSTS IN CONCRETE AREAS SHALL BE INSTALLED ON SURFACE-MOUNTED BREAKAWAY BASES.
4. NYLON SPACERS SHALL BE USED TO PREVENT CONTACT BETWEEN GALVANIZED STEEL AND ALUMINUM MATERIAL SURFACES.

REVISION	DATE	BY	DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045		APPROVAL DATE: 01/31/2020	SCALE: N.T.S.	STANDARD DRAWING
REV 1	11/19	BP			<p style="text-align: center;">SIGN MOUNTING AND ATTACHMENTS</p>	T150	



EXAMPLE 1

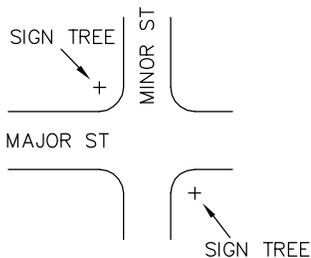
- DETACHED SIDEWALK
- POST TOP FLAT BLADE BRACKET WITH CROSS BRACKET



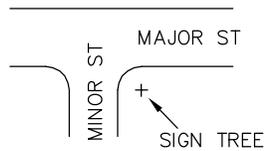
EXAMPLE 2

- ATTACHED SIDEWALK
- DOUBLE SIGNS RIVETED TO POST

TYPICAL SIGN INSTALLATIONS



4-LEG INTERSECTION



T INTERSECTION

TYPICAL STREET NAME SIGN LOCATIONS

S:\Engineering\Roadway Standards\2010 Roadway Standards for Publish\Drawings\DWGs\ T100-T250.dwg

REVISION	DATE	BY

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



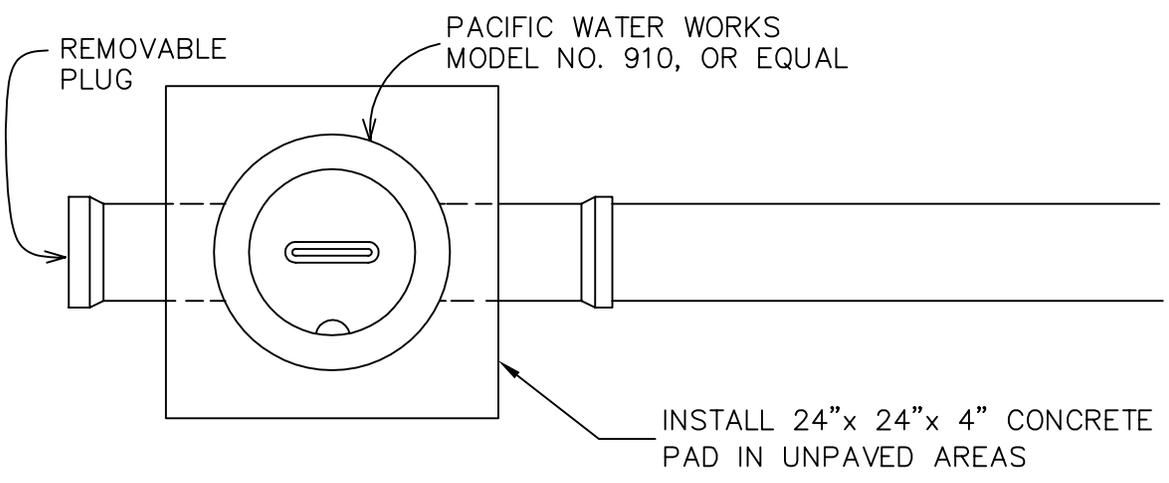
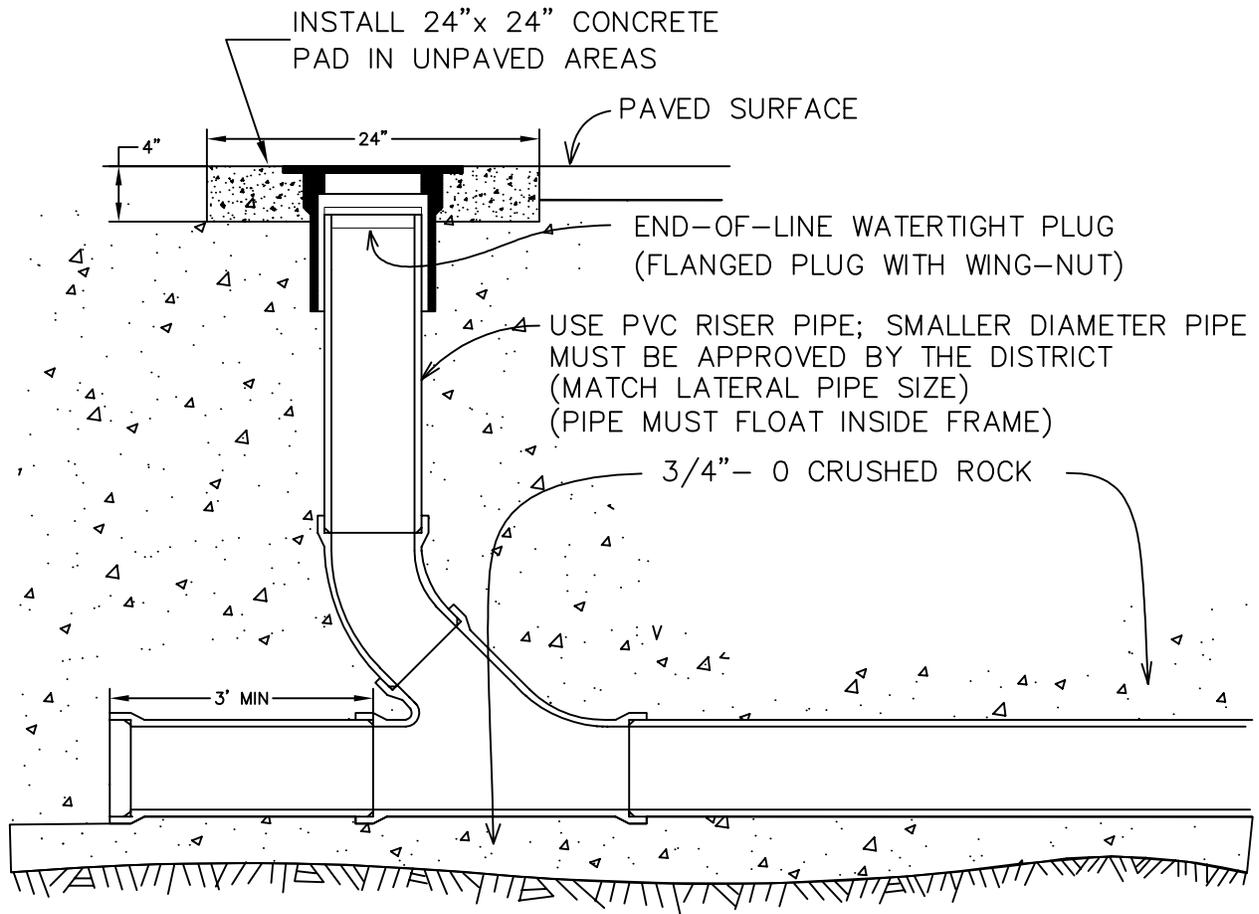
APPROVAL DATE: 1/1/10

SCALE: N.T.S.

SIGN INSTALLATIONS

STANDARD
DRAWING

T250



NOTE: CLEANOUTS WITHIN A PRIVATE OR PUBLIC RIGHT-OF-WAY SHALL MEET THE LATEST ROADWAY STANDARDS FOR SPECIFICATIONS AND LOAD RATE.



CLACKAMAS COUNTY
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

APPROVAL DATE: 2013 SCALE: N.T.S.

STORM - CLEAN OUT

STANDARD DRAWING
SWM ST-4.0



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Anchor Insurance and Surety, Inc 1201 SW 12th Ave. Ste. 500 Portland OR 97205	CONTACT NAME: Kim Lee PHONE (A/C, No, Ext): 503-224-2500 E-MAIL ADDRESS: klee@anchorias.com		FAX (A/C, No): 503-224-9830
	INSURER(S) AFFORDING COVERAGE		
INSURED Eagle Elsner, Inc. P. O. Box 23294 Tigard OR 97281	INSURER A: Charter Oak Fire Ins. Co.		NAIC # 25615
	INSURER B: Travelers Property Casualty Co. of America		25674
	INSURER C: SAIF Corporation		36196
	INSURER D: Travelers Indemnity Co.		25666
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1481311416

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA STOP GAP GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		DT-CO-1019R236-COF-20	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 JOBSITE POLLUTION \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		810-0N699992-20-26-G	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ POLLUTION \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-5J064957-20-26	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	810540	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	<input type="checkbox"/> INSTALLATION FLOATER LEASED/RENTED EQUIPMENT			QT-660-8449L841-TIA-20	6/1/2020	6/1/2021	ANY ONE LOCATION 1,000,000 ANY ONE ITEM AGGRE 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder and all other entities are additional insureds when specified by written contract. Coverage is primary & non-contributory and includes waiver of subrogation when required by written contract. All subject to the terms, conditions and exclusions of the policies. Endorsements attached: CG D2 46 04 19, CG D3 16 02 19, CG D2 11 01 04, CA T3 53 02 15, WC000313.

Umbrella Excess Liability goes over General Liability, Auto and Employers Liability.

Project Name: #2021-13 South Central Point Road and South New Era Road Intersection Realignment Construction

CERTIFICATE HOLDER**CANCELLATION**

Clackamas County Procurement
 2051 Kaen Road
 Oregon City OR 97045

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Who Is An Insured – Unnamed Subsidiaries
- B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
- C. Incidental Medical Malpractice
- D. Blanket Waiver Of Subrogation
- E. Contractual Liability – Railroads
- F. Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or
- b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

- (b)** First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

- b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a.** "Bodily injury" or "property damage" that occurs; or

- b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- c.** Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a)** Immediately record the specifics of the claim or "suit" and the date received; and
 - (b)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3)** Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4)** Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

POLICY NUMBER:

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):

EACH "PROJECT" FOR WHICH YOU HAVE AGREED IN A WRITTEN CONTRACT THAT IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

Designated Project

General Aggregate(s):

**GENERAL AGGREGATE
LIMIT SHOWN ON THE
DECLARATIONS.**

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:
- 1.** A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
 - 2.** The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought; or
 - c.** Persons or organizations making claims or bringing "suits".
- 3.** Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
- 4.** The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C.** Part 2. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under **Coverage B;** and
 - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.
- E.** For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F.** The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:**

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Carrier no: 20001

Endorsement no: WC000313

SAIF policy: 810540 Eagle-Elsner Inc

Waiver of Our Right to Recover from Others Endorsement

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Description: ALL OPERATIONS

Contractor name: Persons and/or organizations with whom the insured-employer is required by written contract to waive subrogation rights.

This endorsement does not alter the rights of an injured worker to pursue recovery from another party or SAIF to receive a statutory share of recoveries by an injured worker, even from the party listed in the schedule.

The premium charge for this endorsement is based on one (1) percent of your manual premium.

Effective date: October 01, 2020

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Countersigned September 09, 2020 at Salem, Oregon



Kerry Barnett
President and Chief Executive Officer



DAN JOHNSON
DIRECTOR

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Murraysmith, Inc. for the
Design Services for the 2022 Paving Packages**

Purpose/Outcome	Contract will provide project management and coordination for four identified paving projects to be bid in the summer of 2022.
Dollar Amount and Fiscal Impact	Contract total \$570,778.00.
Funding Source	County Road Fund and Community Road Fund.
Duration	December 31, 2021
Previous Board Action/Review	April 27, 2021 – Discussion item at Issues.
Strategic Plan Alignment	This project follows the Board's Key Initiatives to provide strong infrastructure and ensure safe communities by maintaining the County's existing road infrastructure.
Counsel Review	1. April 20, 2021 2. AN
Procurement Review	Was the item processed through Procurement? Yes
Contact Person	Vince Hall, Civil Engineer, 503-650-3210
Contract No.	3129

Background:

The Project will provide project management and coordination, develop design criteria, survey and utility coordination, geotechnical, temporary traffic control plans, pavement marking plans, final PS&E (Plans, Specifications and Estimates) and Bid Assistance, monument preservation, and right-of-way services for the 2022 contract paving projects. The County has identified four paving projects that will pave approximately 4.8 miles, for the 2022 paving season which are: Sunnyside Rd (122nd-132nd) Paving Project, Sunnyside Rd (132nd-162nd) Paving Project, Boyer Rd/King Rd Area Paving Package, and the Mcloughlin Neighborhood Paving Package. These projects are part of an annual program to preserve the pavements of 1,400 miles of county roads.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on July 9, 2020. Proposals were opened on August 6, 2020. The County received three (3) Proposals: AKS Engineering; KPFF; and Murraysmith, Inc. An evaluation committee of three DTD personnel scored Murraysmith, Inc. the highest. Upon Contract award, the statement of work and project fees were negotiated and finalized.

Recommendation:

Staff respectfully recommends that the Board approve and execute the Contract with Murraysmith, Inc. for the Design Services for the 2022 Paving Packages.

Sincerely,

Vince Hall

Vince Hall
Civil Engineer

Placed on the BCC Agenda _____ by Procurement and Contract Services



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #3129**

This Personal Services Contract (this “Contract”) is entered into between Murraysmith, Inc. (“Contractor” or “Consultant”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of Department of Transportation Development (“DTD”).

ARTICLE I.

1. **Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on December 31, 2022.
2. **Scope of Work.** Contractor shall provide the following personal services: #2020-29 Design Services for the 2022 Paving Packages (“Work”), further described in **Exhibit A**.
3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **five hundred seventy thousand seven hundred seventy-eight dollars (\$570,778.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
4. **Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Vince Hall.

5. **Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
6. **Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B.

7. Contractor and County Contacts.

Contractor Administrator: Andrew Giesy Phone: 503-225-9010 Email: Andrew.giesy@murraysmith.us	County Administrator: Vince Hall Phone: 503-650-3210 Email: vincehal@clackamas.us
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the negligent conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of 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, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only. Any reuse of such Work Product outside the scope of work for which it was developed, or any alteration of it whatsoever, without Consultant's review and approval shall be at the County's sole risk.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and District shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the District.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, and 29 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

16. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

17. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

18. TAX COMPLIANCE CERTIFICATION. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

19. TERMINATIONS. This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

20. REMEDIES. If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

21. NO THIRD PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

22. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence in the performance this Contract.

23. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this

Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

24. FORCE MAJEURE. Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

25. WAIVER. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

26. PUBLIC CONTRACTING REQUIREMENTS. Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. NO ATTORNEY FEES. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

28. KEY PERSONS. Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

29. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF

ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

Murraysmith, Inc.

Clackamas County

 4/15/21
Authorized Signature Date

Chair Date

Gabriel Croop, Principal Engineer
Name / Title (Printed)

Recording Secretary

146807-14
Oregon Business Registry #

Approved as to Form:

DBC/Oregon
Entity Type / State of Formation

 04/20/2021
County Counsel Date

**EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK**

SCOPE OF WORK

DESIGN SERVICES FOR THE 2022 PAVING PACKAGES

CLACKAMAS COUNTY, OR

Introduction/Background

The Clackamas County Department of Transportation and Development - Transportation Maintenance Division (County) maintains and repairs about 1,400 miles of County-owned surface streets of varying size and capacity requiring rehabilitation and preventative maintenance to keep them operational. The County Board of Commissioner approved the Community Road Fund in 2019 to address repair/maintenance needs for these streets, along with other congestion relief and safety improvements projects.

Project Description

The County has identified four (4) paving projects (Sunnyside Road (122nd - 132nd) Project, Sunnyside Road (132nd - 162nd) Project, Boyer/King Road Area Package, and McLoughlin Neighborhood Package) to be constructed in the summer of 2022. The two Sunnyside Rd projects will be combined and delivered as a single PS&E package, however due to funding sources, the projects will be tracked separately during design and construction. The planned street segments to be rehabilitated and designed by the Consultant are listed below in Table 1.

Table 1: Road Rehabilitation List for 2022

Sunnyside (122 nd – 132 nd) Project (County Project No. 22342)			
Street	From	To	Length (ft)
Sunnyside Rd	122 nd	132 nd (inclusive)	3,170
Total			3,170

Sunnyside (132 nd – 162 nd) Project (County Project No. 22343)			
Street	From	To	Length (ft)
Sunnyside Rd	132 nd (exclusive)	162 nd	8,430
Total			8,430

Boyer / King Road Area Package (County Project No. 22310)			
Street	From	To	Length (ft)
Owen Dr	85 th Ave	King Rd	952
King Rd	82 nd Ave	Owen Dr	1,521
King Rd	Owen Dr	Spencer Rd	340
Spencer Dr	Dead End	Dead End	1,611
Owen Dr	King Rd	Owen Dr. Cont.	865
Spencer Ct	Spencer Rd	CCCC	838
Total			6,127

McLoughlin Neighborhood Package (County Project No. 22311)			
Street	From	To	Length (ft)
Woodland Wy	Chestnut St	Chestnut St	200
Park Rd	Chestnut St	Pine Ln	276
Chestnut St	Hwy 99E	Woodland Wy	362
Laurel St	Park Entrance Rd	Dead End	1,360
Pine Ln	Woodland Wy	Bunnell Rd	1,147
Bunnell St	Park Entrance Rd	Chestnut St	942
Maple St	Hwy 99E	Bunnell St	1,506
Walnut St	Bunnell Rd	Woodland Wy	1,180
Park Entrance Rd	Rupert Dr	Bunnell St	436
Total			7,409

County Responsibilities

The County will be responsible for the following:

- A. Provide a project manager who is responsible for overall project development and management and for coordination between the Consultant and the County.
- B. Review and verify the work scope and design parameters for each project, including proposed standards.
- C. Review and process Consultant's monthly payment requests.
- D. Provide Consultant with County tax lot lines in AutoCAD compatible format.
- E. Provide Consultant with the County's standard 11x17 drafting border, title block and drafting standards required to be followed.
- F. Provide Consultant with digital copies of the County 00100 Special Provisions. County will also be responsible for preparing the front-end contract forms and assembling the bid-booklet.
- G. Review and approve right-of-way permit application(s) prepared by Consultant for design field work. It is assumed that the County will pay for all permit fees if applicable.
- H. Provide timely review and comment on reports, drawings, bid items and quantities, and estimate submitted by Consultant to County for review and approval. Assume County will provide review of submittals within 3 weeks.
- I. Renew and continue to administrate the County-wide 1200-CA erosion control permit.
 - a. An Oak Lodge Water Services (OLWS) erosion control permit will be required for the McLoughlin Package (see Task 9). Should the McLoughlin Package require a pavement treatment beyond an AC grind/inlay and OLWS stormwater quality/quantity requirements are triggered, then the County will utilize stormwater credits from a nearby County-owned water quality facility. Consultant will coordinate with OLWS to discuss stormwater impacts, but stormwater management documentation and design for water quality or quantity will not be required and are not included in this scope of work.

- b. No additional documentation is required for the Sunnyside Project, Boyer/King Rd Area Package or the McLoughlin Area Package by Oregon DEQ, Water Environment Services (WES) or other permitting agencies while the 1200-CA umbrella permit remains in effect.
- J. Review all permitting prepared by Consultant for the City of Happy Valley and pay applicable permit fees. Consultant will submit permits on the City's behalf.
- K. Provide legal review of contracts, bid forms, and real property.
- L. Provide notifications as necessary to the public and business community regarding the nature and timing of the design and construction work to be completed.
- M. Participate in field walk-throughs with Consultant staff to verify pavement rehabilitation treatment.
- N. Advertise and manage the bidding and construction contracting process.
- O. Manage the construction process.

SCOPE OF WORK

The County may elect to authorize the tasks identified in the Scope of Work as Contingency Tasks. Consultant shall only complete Contingency Tasks if written (email acceptable) Notice to Proceed (NTP) is issued by the County. The time and materials Not to Exceed (NTE) amount for completing Contingency Tasks is identified in the attached Fee Estimate and is only billable if authorized.

Task 1: Project Management and Coordination

As part of the overall project management of the project, the Consultant will:

- A. Designate and coordinate the Consultant team.
- B. Schedule, prepare for, attend, and document project kickoff meeting. A project kickoff meeting will include the Consultant (assumed 3 Murraysmith team members and 1 GeoDesign team member), County Staff, and other project stakeholders. Project meetings will be held virtually online using video conference calling software.
- C. Prepare a detailed schedule showing all major tasks, meetings, and review milestones. Update the schedule after each milestone, as necessary (up to 2 schedule revisions assumed).
- D. Coordinate submittal and review by the County at the 50% and 90% level of completion.
- E. Prepare detailed monthly progress reports with schedule updates, and progress billings and submit to the County for approval and payment.
- F. Schedule, prepare for, attend, and document up to six (6) work session meetings (design criteria meeting, design review meetings at the 50% and 90% design milestones, and three others as needed). Work session meetings will include the Consultant (assumed 3 Murraysmith team members and 1 sub-consultant team member), County Staff, and other project stakeholders.
- G. Conduct telephone and video call work sessions, up to two per month, to keep the project team informed about issues, decisions and impact. Document decisions in email format.
- H. Conduct internal Quality Control reviews for all submittals.

- I. Document action items from meetings, comments, and responses in a master comment/response log.
- J. Monitor and manage project scope, schedule and budget.

Assumptions:

- A. Design phase is assumed to be January 2020 through December 2021, with right-of-entry phase between May 2021 and December 2021. Post-construction monument survey work will take place after construction is complete, tentatively scheduled for Summer 2022.
- B. The 50% and 90% design work sessions/meetings will be for all paving packages. Individual meetings for each paving package after each submittal will not be necessary.
- C. Construction phase services are not included.
- D. Meetings will be held at 902 Abernathy Rd, Oregon City, OR 97045 or virtually online.

Task 1 Deliverables:

- A. Monthly progress reports, schedule updates and progress billings
- B. Project schedule, and schedule updates after design review meetings
- C. Meeting agendas and minutes

Task 1.1: Project Management and Coordination for Sunnyside Road (122nd – 132nd) Project

The Consultant will perform all work as described above.

Task 1.2: Project Management and Coordination for Sunnyside Road (132nd – 162nd) Project

The Consultant will perform all work as described above.

Task 1.3: Project Management and Coordination for Boyer/King Rd Area Package

The Consultant will perform all work as described above.

Task 1.4: Project Management and Coordination for McLoughlin Area Package

The Consultant will perform all work as described above through Geotechnical Investigation Task 4.4.

Contingency Task 1.4.1: Project Management and Coordination for McLoughlin Area Package

If this package proceeds beyond Geotechnical Investigations, the Consultant will perform all remaining work as described above to complete designs.

Task 2: Project Design Criteria - Reserved

Task 3: Surveying

The Consultant will set control for each paving package and will create base maps showing ground features in the paving limits using a mobile LiDAR scanning technology to collect the data. The LiDAR data will be on a County-designated coordinate system.

The Consultant will:

- A. Review existing control established from prior curb ramp project where available and set additional control at intervals of 300 – 500 feet for each street in the paving packages.
- B. Perform mobile LiDAR scanning on each road to be paved and develop AutoCAD base map drawings in 1" – 50' scale containing line work of ground features. Incorporate County provided AutoCAD property information (on state plane coordinates) into basemap drawings. Features will include:
 - a. Edge of pavement (line)
 - b. Pavement striping (line)
 - c. Gutter lines along curbs and face of gutter pans if present (line)
 - d. Driveway entrances locations and approximate extent of driveway aprons (line)
 - e. Mailboxes adjacent to edge of pavement or curb
 - f. Street signs adjacent to edge of pavement or curb
 - g. All in-pavement features including surface utility structures (points)

Assumptions:

- A. No topographic survey information is required.
- B. Horizontal positioning based on the Oregon Coordinate Reference System (OCRS) and elevations based on NAVD'88
- C. Pre-construction survey and post-construction record of survey are addressed under Task 12.
- D. Traffic control for setting control and control points is included in the work.
- E. LiDAR data collection traffic control includes a chase vehicle.

Task 3.1: Surveying for Sunnyside Road (122nd – 132nd) Project

The Consultant will perform all work as described above.

Task 3.2: Surveying for Sunnyside Road (132nd – 162nd) Project

The Consultant will perform all work as described above.

Task 3.3: Surveying for Boyer/King Rd Area Package

The Consultant will perform all work as described above.

Contingency Task 3.4: Surveying for McLoughlin Area Package

If this package proceeds beyond Geotechnical Investigations, the Consultant will perform all work as described above to complete designs.

Task 3 Deliverables:

- A. Auto CAD files, PDF basemaps and .dtm files for each project/package

Task 4: Geotechnical Investigation

Consultant will complete pavement investigations to evaluate the existing pavement thickness and pavement capacity for each street section. For all street sections, Consultant will determine an appropriate pavement rehabilitation method for each street section.

Task 4.1 – Geotechnical Investigations for Sunnyside Road (122nd-132nd) Project

Specific services include the following:

Field Investigations:

- A. Complete a generalized distress survey of each road section. Provide a qualitative review and summary of pavement conditions.
- B. Provide traffic control and traffic control plans when required. It is assumed permitting requirements and fees will be handled by County personnel.
- C. Complete Falling Weight Deflectometer (FWD) testing with tests completed in each travel lane with approximate 150-foot spacing.
- D. Develop an exploration work plan and perform exploration field locates. A single work plan will cover all paving packages.
- E. Explore subsurface conditions in the proposed sections by completing core borings to depths of up to three feet below ground surface (BGS). It is assumed that up to 9 cores will be completed to determine in-situ conditions for the subject streets identified in Table 1. In general, core explorations will be completed to approximately 2.5 feet BGS; however, in areas of utility conflict, cores will be through the pavement surfacing only.
- F. Maintain a detailed log of the explorations. Obtain samples of the pavement, base, and subgrade materials encountered.
- G. Analyze traffic data to be provided by the County and calculate 20-, 15- and 10-year design equivalent single axle loading (ESAL).
- H. Analyze FWD data and back calculate effective pavement capacity.
- I. Conduct laboratory testing to determine the in-situ moisture content of the subgrade soil to assist in determining the likelihood of potential problems during construction.
- J. Provide a summary of pavement capacity compared to 20-year design life.

Pavement Preservation Design:

- A. Provide a data report summarizing field investigation findings.
- B. Conduct a site visit for each street (with County staff if available) to complete site reconnaissance for the purpose of developing pavement rehabilitation designs. It is assumed this field visit will occur after the draft pavement investigations and report are available for reference.
- C. Develop recommended pavement designs.

Assumptions:

- A. Permitting documentation for pavement explorations will be prepared by Consultant. Fees for pavement investigation permitting will be paid by the County.

Task 4.2 – Geotechnical Investigations for Sunnyside Road (132nd-162nd) Project

Specific services will be completed per Task 4.1. It is assumed up to 22 cores will be completed.

Task 4.3 – Geotechnical Investigations for Boyer/King Rd Area Package

Specific services include the following:

Field Investigations:

- A. Complete a generalized distress survey of each road section. Provide a qualitative review and summary of pavement conditions.
- B. Provide traffic control and traffic control plans when required. It is assumed permitting requirements and fees will be handled by County personnel.
- C. Complete Ground Penetrating Radar (GPR) testing on each road section in the outside wheel track of the main travel lanes using a 2 GHz truck-mounted horn antenna on each street.
- D. Analyze truck-mounted GPR data and provide a plot of estimated asphalt concrete thickness by pavement station. GPR data to be proofed by subsurface exploration data.
- E. Develop an exploration work plan and perform exploration field locates. A single work plan will cover all paving packages.
- F. Explore subsurface conditions in the proposed sections by completing core borings to depths of up to three feet below ground surface (BGS). It is assumed that up to 13 cores will be completed to compare GPR results with in-situ conditions for the subject streets identified in Table 1. In general, core explorations will be completed to approximately 2.5 feet BGS; however, in areas of utility conflict, cores will be through the pavement surfacing only.
- G. Conduct dynamic cone penetration (DCP) testing at every other core location per street section. Evaluate DCP results and soil classification results to estimate the resilient modulus of the subgrade soil.
- H. Maintain a detailed log of the explorations. Obtain samples of the pavement, base, and subgrade materials encountered.
- I. Analyze traffic data to be provided by the County and calculate 20-, 15- and 10-year design equivalent single axle loading (ESAL).
- J. Conduct laboratory testing to determine the in-situ moisture content of the subgrade soil to assist in determining the likelihood of potential problems during construction.
- K. Complete Full Depth Reclamation (FDR) cement content testing at three different cement contents.
- L. Provide a summary of pavement capacity compared to 20-year design life.

Pavement Preservation Design:

- A. Provide a data report summarizing field investigation findings.
- B. Conduct site visit for each street (with County staff if available) to complete site reconnaissance for the purpose of developing pavement rehabilitation designs. It is

assumed this field visit will occur after the draft pavement investigations and report are available for reference.

- C. Develop recommended pavement designs.
- D. Develop preliminary construction cost estimates based on draft and final pavement design recommendations.

Assumptions:

- A. Permitting documentation for pavement explorations will be prepared by Consultant. Fees for pavement investigation permitting will be paid by the County.

Task 4.4 – Geotechnical Investigations for McLoughlin Area Package

Specific services will be completed per Task 4.3. It is assumed up to 16 cores will be completed.

Task 4 Deliverables:

- A. Exploration work plan. A single work plan will cover all paving packages.
- B. Draft and final Pavement Design report. A single Pavement Design report will cover all paving packages.
- C. Draft and final preliminary construction cost estimates for the McLoughlin Area Package.

Task 5 – Utility Coordination

Potential utility conflicts are anticipated due to pavement elevation changes and/or full depth pavement treatment work. Below-ground utility adjustments are anticipated to include valve box (gas and water) adjustments, manhole (storm, sewer, telephone, and other) adjustments and potential underground relocations to accommodate full depth pavement treatment options. Above-ground utility facilities are not anticipated to need adjustment or relocation. Adjustments to County-owned facilities (storm) will be incorporated into the design.

Utility coordination efforts will include:

- A. Develop a utility contact information list.
- B. Email project information letters to utility companies involved to explain nature of the work and schedule.
- C. Request One-Call locate paint and facility mapping. Verify paint locations during field walkthrough and add utility locations to the base map where pavement treatments are anticipated to be full depth (Boyer/King Rd and McLoughlin areas).
- D. Issue conflict notices (utilities to determine potential conflicts) to impacted utilities via email with the 50% plans for utilities to identify and resolve potential conflicts.
- E. Provide project plan updates via email to each utility at the 90% and 100% design phases.
- F. Maintain a record of correspondence with utility companies.
- G. Coordinate with utilities to resolve utility conflicts and finalize utility relocation requirements as appropriate. Affected utilities will be responsible for developing their relocation designs. Consultant will review each utility's relocation plans and proposed schedule, provide written comments and recommendations. Utility relocation work will

be conducted pursuant to existing franchise agreements and require a street opening permit. No overhead utility relocations are anticipated.

- H. Conduct a utility coordination meeting with utility service providers and prepare meeting minutes of the coordination meeting (assume 1 meeting per package).
- I. Provide a final timing and status letter to all utilities notifying of impending construction.

Assumptions:

- A. Utility potholing of County-owned utilities will be performed by the County (as necessary).
- B. Franchise utilities are responsible for minor valve can and vault/manhole lid adjustments (gas, water, communications, sewer, etc.).

Task 5.1: Utility Coordination for Sunnyside Road (122nd – 132nd) Project

The Consultant will perform all work as described above.

Task 5.2: Utility Coordination for Sunnyside Road (132nd – 162nd) Project

The Consultant will perform all work as described above.

Task 5.3: Utility Coordination for Boyer/King Rd Area Package

The Consultant will perform all work as described above.

Contingency Task 5.4: Utility Coordination for McLoughlin Area Package

If this package proceeds beyond Task 4.4 - Geotechnical Investigations, the Consultant will perform all work as described above to complete designs.

Task 5 Deliverables:

- A. Utility contact list per paving package.
- B. Project information letters and conflict notices to each affected utility.
- C. Reviewed utility relocation plans with comments and recommendations.
- D. Timing and Status Letters for each utility with relocations.

Task 6: Design for Sunnyside Road (122nd-132nd) Project

Task 6.1 – 50% Design

During this phase, Consultant will develop engineering plans and estimates for the street list described in Table 1. Plan sheets will be developed based on basemapping prepared by Consultant under Task 3. Specific requirements under this task include:

- A. Integrate mobile scan base mapping into project plan sheets.
- B. Prepare Field Verification Checklist for County review and comment.
 - a. No ADA compliance review work or new ADA ramp designs are anticipated.
 - b. No stormwater quality or quantity improvements are required.
- C. Conduct site visit to field verify mapping and identify potential areas of concern utilizing the Field Verification Checklist.

- D. Incorporate recommended pavement rehabilitation treatments for each street.
- E. Establish appropriate project limits, identify the design sections and edge and longitudinal treatment details, and identify signal loops for traffic counts which may be impacted.
- F. Coordinate with the County regarding minor County-owned utility improvements in the project area such as catch basin modifications and incorporate improvements into the plans. The County will provide information necessary for minor utility improvements to be included.
- G. Prepare 50% construction plans (1" = 50' scale on 11"x17" sheets) and details to clearly describe the work to be constructed. Construction plans will include civil notes, details and sections, and street improvement plans for streets listed in Table 1. Striping plans will be submitted at the 90% design milestone.
- H. Prepare 50% traffic signal count loops replacement plans showing the replacement of the existing traffic count loops at the intersection of 132nd/Sunnyside. Plans will include count loops locations and relevant conduit, junction boxes, and cabinet, related to the count loops system
- I. Prepare 50% traffic control plans and details to identify the type, quantity, and location for temporary traffic control devices. Plans may include staging plans, lane shifts, lane and shoulder widths, lane closures, road closures, temporary detours, temporary diversions, temporary striping, temporary signing, cutting sections at critical areas with dimensions and other relevant information. Plans must meet the requirements of section 290 of the Clackamas Roadway Standards, Oregon Standard Drawings, The Oregon Temporary Traffic Control Handbook, and the Manual on Uniform Traffic Control Devices ("MUTCD").
- J. Prepare a 50% level cost estimate with 30% contingency and bid schedule. Cost estimate bid items will be based on the 2018 ODOT/APWA Standard Specifications for Construction.
- K. Complete quality control/quality assurance reviews of 50% deliverables.
- L. Respond to County comments in a County-provided Comment/Response Log. Consultant will update the log based on discussions/decisions/clarifications at design review meetings (see Task 1) and resubmit at the following milestone.

Assumptions:

- A. Erosion control plan will be provided by the Contractor and the project is covered under the County's 1200-CA permit.
- B. Consultant will respond to one unified set of comments from the County.
- C. The 122nd-132nd project will be combined with the 132nd-162nd project as one PS&E contract documents, however, due to separate funding sources, the projects will be tracked separately. See Task 7 for a preliminary sheet list for the combined projects.

Task 6.2 – 90% Design

The 90% design submittal will be advanced from the 50% submittal (incorporating review comments as appropriate). The street list will be adjusted as needed to match available budget

with corresponding adjustment in plans sheets. Additional tasks beyond those listed above include:

- A. Add striping sheets to the same scale and layout as the paving sheets. Work will include field verification measurements where necessary to confirm layout with respect to LiDAR mapping. Plans will meet the requirements of section 280 of Clackamas Roadway Standards, ODOT Traffic Line Manual, Striping Design Guidelines Manual, Oregon Standard Drawings, and the MUTCD.
- B. Prepare 90% traffic signal plans and details at the intersection listed above. Plans will include count loops locations and relevant conduit, junction boxes, wiring, and cabinet related to the count loops system. Count loop wiring diagrams and loop installation details will be included at this level.
- C. Prepare draft technical specifications in the 2018 ODOT/APWA format.
- D. Start City of Happy Valley Right-of-Way permit coordination activities for upcoming construction activities adjacent to City streets. The intent is to understand the restrictions/requirements that will be placed upon the Contractor for inclusion in the Contract Documents.
- E. Prepare City of Happy Valley Noise Variance permit for anticipated night work.
- F. Complete quality control/quality assurance reviews of 90% deliverables.
- G. Respond to County comments in a County-provided Comment/Response Log. Consultant will update the log based on discussions/decisions/clarifications at design review meetings (see Task 1) and resubmit at the following milestone.

Assumptions:

- A. Consultant will respond to one unified set of comments from the County.
- B. Signal loop impacts (for automatic traffic recorders) will require replacement of loops in kind; no further signal modification or design will be required (existing signals have video detection).
- C. Changes to existing roadway profile grades are not necessary. Where full reconstruction is recommended and proposed, the Contractor will be responsible to record the existing profile information to recreate the roadway finish grades.

Task 6.3 – Final Design

The final design submittal will be advanced from the 90% Design submittal (incorporating review comments as appropriate).

Task 6 Deliverables:

- A. Field Verification Checklist
- B. Electronic versions of the 50% plans and cost estimate (PDF and Excel)
- C. Electronic versions of the 90% Special Provisions, Plans, and Cost Estimate (PDF, Word, and Excel)
- D. Electronic versions of the Final Special Provisions, Plans, and Cost Estimate (PDF, Word, and Excel).
- E. Comment/response logs.

Task 7: Design for Sunnyside Road (132nd-162nd) Project

Task 7.1 – 50% Design

During this phase, Consultant will develop engineering plans and estimates for the street list described in Table 1. Plan sheets will be developed based on basemapping prepared by Consultant under Task 3. Specific requirements under this task will match that described in Task 6.1. Task 6.1 F is replaced with the following traffic signal systems loops requirements for this task:

- F. Prepare 50% traffic signal count loops replacement plans showing the replacement of the existing count loops at the intersections of 142nd/Sunnyside, 152nd/Sunnyside, and 162nd/Sunnyside. Plans will include system loops locations and relevant conduit, junction boxes, and cabinet, related to the count loops system.

Task 7.2 – 90% Design

The 90% design submittal will be advanced from the 50% submittal (incorporating review comments as appropriate). The street list will be adjusted as needed to match available budget with corresponding adjustment in plans sheets. Additional tasks beyond those listed above will match that described in Task 6.2. Task 6.2.B is replaced with the following traffic signal systems loops requirements for this task:

- B. Prepare 90% traffic signal plans and details at the intersections listed above. Plans will include count loops locations and relevant conduit, junction boxes, wiring, and cabinet related to the count loops system. Count loop wiring diagrams and loop installation details will be included at this level.

The following is the anticipated list of plan sheets for the combined Sunnyside Road (122nd-162nd) Project:

Running Total	Sheets	Sheet Number	50%	90% & Final	Description
1	1	G1	Yes	Yes	Cover Sheet, Location Map, Index of Sheets
2	1	G2	Yes	Yes	Legend and General Notes
22	20	TC1 to TC20	Yes	Yes	Traffic Control Notes and Plans
23	1	C1	Yes	Yes	Typical Sections
25	2	C2 to 3	Yes	Yes	Paving Details
45	20	C4 to 9	Yes	Yes	Paving Plan Map and Notes
65	20	ST1 to ST6	No	Yes	Striping Layouts (same format as paving plan shts.)
66	1	ST7	No	Yes	Striping Details
70	4	TS1 to TS4	Yes	Yes	Traffic Signal Count Loop Replacement Legend, Plans, and Details
75	5	D1 to D5	No	Yes	County/ODOT Standard Drawings

Task 7.3 – Final Design

The final design submittal will be advanced from the 90% Design submittal (incorporating review comments as appropriate).

Task 7 Deliverables:

- A. Field Verification Checklist
- B. Electronic versions of the 50% plans and cost estimate (PDF and Excel)
- C. Electronic versions of the 90% Special Provisions, Plans, and Cost Estimate (PDF, Word, and Excel)
- D. Electronic versions of the Final Special Provisions, Plans, and Cost Estimate (PDF, Word, and Excel).
- E. Comment/response logs.

Task 8: Design for Boyer/King Rd Area Package

Task 8.1 – 50% Design

During this phase, Consultant will develop engineering plans and estimates for the street list described in Table 1. Plan sheets will be developed based on basemapping prepared by Consultant under Task 3. Specific requirements under this task include:

- A. Integrate mobile scan base mapping into project plan sheets.
- B. Prepare Field Verification Checklist for County review and comment.
 - a. No ADA compliance review work or new ADA ramp designs are anticipated.
 - b. No stormwater quality or quantity improvements are required.
- C. Conduct site visit to field verify mapping and identify potential areas of concern utilizing the Field Verification Checklist.
- D. Establish appropriate project limits, identify the design sections and edge and longitudinal treatment details, and identify signal loops for traffic counts which may be impacted.
- E. Coordinate with the County regarding minor County-owned utility improvements in the project area such as catch basin modifications and incorporate improvements into the plans. The County will provide information necessary for minor utility improvements to be included.
- F. Prepare 50% construction plans (1" = 50' scale on 11"x17" sheets) and details to clearly describe the work to be constructed. Construction plans will include civil notes, details and sections, and street improvement plans for streets listed in Table 1.
- G. Prepare a 50% level cost estimate with 30% contingency, and bid schedule. Cost estimate bid items will be based on the 2018 ODOT/APWA Standard Specifications for Construction.
- H. Complete quality control/quality assurance reviews of 50% deliverables.
- I. Respond to County comments in a County provided Comment/Response Log. Consultant will update the log based on discussions/decisions/clarifications at design review meetings (see Task 1) and resubmit at the following milestone.

Assumptions:

- A. Erosion control plan will be provided by the Contractor and the project is covered under the County’s 1200-CA permit.
- B. Consultant will respond to one unified set of comments from the County.
- C. No striping plans are required for this package.

Task 8.2 – 90% Design

The 90% design submittal will be advanced from the 50% submittal (incorporating review comments as appropriate). The street list will be adjusted as needed to match available budget with corresponding adjustment in plans sheets. Additional tasks beyond those listed above include:

- A. If full depth reconstruction/reclamation work is selected as the pavement treatment, add traffic control plans and details to identify the type, quantity, and location for temporary traffic control devices. Plans may include staging plans, lane shifts, lane and shoulder widths, lane closures, road closures, temporary detours, temporary diversions, temporary striping, temporary signing, cutting sections at critical areas with dimensions and other relevant information.
- B. Add striping layouts to the construction plans as needed.
- C. Prepare draft technical specifications in the 2018 ODOT/APWA format.
- D. Begin ODOT Right-of-Way permit coordination activities for upcoming construction activities adjacent to ODOT highways (OR213/ 82nd Avenue). The intent is to understand the restrictions/requirements that will be placed upon the Contractor for inclusion in the Contract Documents. The Contractor will be responsible for obtaining an ODOT right-of-way permit for work on 82nd Avenue.
- E. Complete quality control/quality assurance reviews of 90% deliverables.
- F. Respond to County comments in a County-provided Comment/Response Log. Consultant will update the log based on discussions/decisions/clarifications at design review meetings (see Task 1) and resubmit at the following milestone.

Assumptions:

- A. Consultant will respond to one unified set of comments from the County.
- B. Changes to existing roadway profile grades are not necessary. Where full reconstruction is recommended and proposed, the Contractor will be responsible to record the existing profile information to recreate the roadway finish grades.

The following is the anticipated list of plan sheets for the Boyer/King Rd Area Package:

Running Total	Sheets	Sheet Number	50%	90% & Final	Description
1	1	G1	Yes	Yes	Cover Sheet, Location Map, Index of Sheets
2	1	G2	Yes	Yes	Legend and General Notes
15	12	TC1 to TC13	No	Yes	Traffic Control Notes and Plans
17	2	C1 to C2	Yes	Yes	Typical Sections

19	2	C3 to C4	Yes	Yes	Paving Details
30	11	C5 to C15	Yes	Yes	Paving Plan Map and Notes
35	5	D1 to D5	No	Yes	County/ODOT Standard Drawings

Task 8.3 – Final Design

The final design submittal will be advanced from the 90% Design submittal (incorporating review comments as appropriate).

Task 8 Deliverables:

- A. Field Verification Checklist
- B. Electronic versions of the 50% plans and cost estimate (PDF and Excel)
- C. Electronic versions of the 90% Special Provisions, Plans, and Cost Estimate (PDF, Word, and Excel)
- D. Electronic versions of the Final Special Provisions, Plans, and Cost Estimate (PDF, Word, and Excel).
- E. Final comment/response logs.

Contingency Task 9: Design for McLoughlin Area Package

If this package proceeds beyond Task 4.4 - Geotechnical Investigations, the Consultant will perform all work as described below to complete designs.

Contingency Task 9.1 – 50% Design

During this phase, Consultant will develop engineering plans and estimates for the street list described in Table 1. Plan sheets will be developed based on basemapping prepared by Consultant under Task 3. Specific requirements under this task will match that described in Task 8.1.

Contingency Task 9.2 – 90% Design

The 90% design submittal will be advanced from the 50% submittal (incorporating review comments as appropriate). The street list will be adjusted as needed to match available budget with corresponding adjustment in plans sheets. Additional tasks beyond those listed above will match that described in Task 8.2. Consultant will also provide erosion control plans and details for inclusion in the Contract Documents, and for use in obtaining the Oak Lodge Water Services Erosion Control Permit. Stormwater management coordination, design and permitting are excluded from this Scope of Work. If Oak Lodge Water Services stormwater management triggers are activated by the improvements, the County will mitigate using stormwater management credits from other sources.

The following is the anticipated list of plan sheets for the McLoughlin Area Package:

Running Total	Sheets	Sheet Number	50%	90% & Final	Description
1	1	G1	Yes	Yes	Cover Sheet, Location Map, Index of Sheets
2	1	G2	Yes	Yes	Legend and General Notes
17	14	TC1 to TC14	No	Yes	Traffic Control Notes and Plans
32	15	EC1 to EC15	No	Yes	Erosion Control Plan and Details
35	3	C1 to C3	Yes	Yes	Typical Sections
37	2	C4 to C5	Yes	Yes	Paving Details
50	13	C6 to C19	Yes	Yes	Paving Plan Map and Notes
55	5	D1 to D5	No	Yes	County/ODOT Standard Drawings

Contingency Task 9.3 – Final Design

The final design submittal will be advanced from the 90% Design submittal (incorporating review comments as appropriate).

Contingency Task 9 Deliverables:

- A. Field Verification Checklist
- B. Electronic versions of the 50% plans and cost estimate (PDF and Excel)
- C. Electronic versions of the 90% Special Provisions, Plans, and Cost Estimate (PDF, Word, and Excel)
- D. Electronic versions of the Final Special Provisions, Plans, and Cost Estimate (PDF, Word, and Excel).
- E. Final comment/response logs.

Contingency Task 10 – Right of Entry Requests for McLoughlin Area Package

If this package proceeds beyond Task 4.4 - Geotechnical Investigations, the Consultant will perform all work as described below.

Consultant will obtain a Right of Entry for driveway connection work beyond the existing approximate tax lot right-of-way line in the McLoughlin Area Package. It is assumed a right of entry will be required for 10% of the non-curbed properties (15 total requests) adjacent to the roads included in this paving package.

The Consultant will need to obtain current vesting deeds for properties within the project boundaries.

The Consultant will create a Status Excel spreadsheet to include property owner name, mailing address, site address, tax lot number, status and other associated data for each property needing a Right of Entry (ROE). Consultant will use their own data sources. The spreadsheet should be distinctly grouped by road.

For each property needing ROE, the Consultant will use their own data sources to get a copy of the last vesting deed to be used to verify ownership and the owner's mailing address information if different than the site address, and enter the information into the spreadsheet.

For each property, the Consultant will prepare and mail a Letter of Request for ROE, 2 copies of a ROE form, one stamped, self-addressed return envelope and the business card of the Agent signing the letter. The letter of request will be submitted to the County for review before use. The letter should be printed on County letterhead.

The Consultant will use the County ROE form. Prepared and proofed ROEs will be scanned into one file and emailed to the County for signature by the County Project Manager. The signed ROEs will be scanned into one file and emailed back to the Consultant for use in the mailings. ROE date mailed and date returned will be tracked in the spreadsheet.

The Consultant will be required to answer phone calls and emails from property owners. A comments column in the spreadsheet should be used to track the date, names of both parties to the conversation, and very brief summary for all phone calls or emails received.

If after 45 days from date of mailing no phone call or ROE has been returned, the Consultant will repeat the process one time. The second mailing will contain a "Second Request Letter" along with 2 copies of the ROE. The "Second Request Letter" will be submitted to the County for review before mailing.

The Consultant will keep the spreadsheet current and will email a copy to the County weekly on a mutually agreed upon day of the week.

Acquired ROE originals will be mailed to the County on a mutually agreed upon schedule. Digital copies of acquired ROE's will be emailed to County on a mutually agreed upon schedule.

Assumptions:

- A. County will provide an example or template ROE form.

Contingency Task 10 Deliverables:

- A. Status Reports
- B. Copies of vesting deeds
- C. Rights of Entry forms

Task 11 – Bid Phase Services

The County will publish, advertise and be the primary point of contact for bidder inquiries. The Consultant will provide bidding assistance, including responding to questions from potential construction contractors and suppliers to the County about the Plans and Specifications during the bidding process, and completion of minor addenda, if necessary, to clarify the documents.

Consultant will prepare up to one (1) addendum per paving package and assist the County in responding to bidder inquiries during the bid period.

Assumptions:

- A. A pre-bid meeting will not be conducted.

Task 11.1: Bid Phase Services for Sunnyside Road (122nd – 132nd) Project

The Consultant will perform all work as described above.

Task 11.2: Bid Phase Services for Sunnyside Road (132nd – 162nd) Project

The Consultant will perform all work as described above.

Task 11.3: Bid Phase Services for Boyer/King Rd Area Package

The Consultant will perform all work as described above.

Contingency Task 11.4: Bid Phase Services for McLoughlin Area Package

If this package proceeds beyond Task 4.4 - Geotechnical Investigations, the Consultant will perform all work as described above.

Task 11 Deliverables:

- A. Up to three (3) addenda (1 per package) in electronic format.
- B. Up to nine (9) written responses to questions (3 per package).

Task 12 - Monument Preservation

- A. Pre-construction Survey
 1. A Pre-Construction Survey will be conducted along the project corridor and within the project work area during the design phase.
 2. Check county records for surveys conducted along the project corridor, within the proposed work area. Search for and tie monuments in the field.
 3. Identify monuments on plan sheets and in AutoCAD format within the proposed work area. Provide construction notes to maintain and protect, adjust or install new boxes over existing monuments.
- B. Post-construction Survey
 1. Verify if any monuments need to be recovered after construction.
 2. Check monument locations after construction and reset any monuments disturbed or destroyed.
 3. Prepare and file a post-construction record of survey with the County's Surveyor.

Assumptions:

- A. A pre-construction Record of Survey for pavement management type of work is not required to be submitted to the County.
- B. Land corners along the right-of-way line are not anticipated to be disturbed, therefore the monument survey work will focus on monuments within the right-of-way, not including the right-of-way or property lines.

- C. Cost of Post-Construction Record of Survey review by the County Surveyor’s office and mylar filing fee are included.

Task 12.1: Monument Preservation for Sunnyside Road (122nd – 132nd) Project

The Consultant will perform all work as described above.

Task 12.2: Monument Preservation for Sunnyside Road (132nd – 162nd) Project

The Consultant will perform all work as described above.

Task 12.3: Monument Preservation for Boyer/King Rd Area Package

The Consultant will perform all work as described above.

Contingency Task 12.4: Monument Preservation for McLoughlin Area Package

If this package proceeds beyond Task 4.4 - Geotechnical Investigations, the Consultant will perform all work as described above.

Task 12 Deliverables:

- A. PDF plan sheets and AutoCAD format of existing monuments within the proposed work area.
- B. Filed post-construction survey with the County for any disturbed monuments.

Work Schedule:

Completion of the 2022 paving area projects scope of work tasks will be required prior to December 31, 2021, except for the post-construction surveys. Below is the anticipated project schedule:

2022 Paving Packages

	Design	Right of Way	Construction
Anticipated Start Date	January 2020	May 2021	June 2022
Anticipated End Date	December 2021	December 2021	August 2022

Term of Contract:

The term of the contract shall be from the effective date through **December 31, 2022**.

**EXHIBIT B
FEE SCHEDULE**

DESIGN SERVICES FOR THE 2022 PAVING PACKAGES
CLACKAMAS COUNTY
PROPOSED FEE ESTIMATE

	LABOR CLASSIFICATION (HOURS)						Hours	Estimated Fees					Subcontractor Total with Markup	Expenses	Total	
	Principal Engineer II	Professional Engineer VII	Engineering Designer I	Engineering Designer II	Technician II	Administrative II		Labor	Subconsultants							
	\$230 Crop	\$191 Giesy	\$136 Eljechi	\$147 Castro	\$138 McFaddin	\$101 Haught			PBS	Erlandsen	GeoDesign	DKS				UFS
Task 1 - Project Management and Coordination																
Task 1.1 - Sunnyside Road (122nd - 132nd) Project	11	32	11	0	0	4	58	\$ 10,542						\$ -	\$ 100	\$ 10,642
Task 1.2 - Sunnyside Road (132nd - 162nd) Project	21	60	21	0	0	6	108	\$ 19,752						\$ -	\$ 100	\$ 19,852
Task 1.3 - Boyer/King Rd Area Package	11	32	11	0	0	4	58	\$ 10,542						\$ -	\$ 100	\$ 10,642
Task 1.4 - McLoughlin Area Package - Pavement Design Phase	5	14	5	0	0	2	26	\$ 4,706						\$ -	\$ 100	\$ 4,806
Contingency Task 1.4.1 - McLoughlin Area Package - Design/Bid Phase	6	22	7	0	0	3	38	\$ 6,837						\$ -	\$ -	\$ 6,837
Task 1 Subtotal	54	160	55	0	0	19	288	\$ 52,379	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ 52,779
Task 2 - Project Design Criteria - RESERVED																
Task 2 Subtotal	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3 - Surveying																
Task 3.1 - Sunnyside Road (122nd - 132nd) Project	0	1	2	0	2	0	5	\$ 739	\$ 3,000	\$ 2,500				\$ 5,500	\$ 100	\$ 6,339
Task 3.2 - Sunnyside Road (132nd - 162nd) Project	0	1	2	0	2	0	5	\$ 739	\$ 7,000	\$ 10,000				\$ 17,000	\$ 100	\$ 17,839
Task 3.3 - Boyer/King Rd Area Package	0	1	2	0	2	0	5	\$ 739	\$ 12,000	\$ 8,100				\$ 20,100	\$ 100	\$ 20,939
Contingency Task 3.4 - McLoughlin Area Package	0	1	2	0	2	0	5	\$ 739	\$ 14,000	\$ 12,000				\$ 26,000	\$ 100	\$ 26,839
Task 3 Subtotal	0	4	8	0	8	0	20	\$ 2,956	\$ 36,000	\$ 32,600	\$ -	\$ -	\$ -	\$ 68,600	\$ 400	\$ 71,956
Task 4 - Geotechnical Investigations																
Task 4.1 - Sunnyside Road (122nd - 132nd) Project	3	6	1	0	0	0	10	\$ 1,972		\$ 19,512				\$ 19,512	\$ 56	\$ 21,540
Task 4.2 - Sunnyside Road (132nd - 162nd) Project	6	12	2	0	0	0	20	\$ 3,944		\$ 24,295				\$ 24,295	\$ 56	\$ 28,295
Task 4.3 - Boyer/King Rd Area Package	3	6	1	0	0	0	10	\$ 1,972		\$ 17,791				\$ 17,791	\$ 56	\$ 19,819
Task 4.4 - McLoughlin Area Package	4	8	8	0	0	0	20	\$ 3,536		\$ 20,544				\$ 20,544	\$ 56	\$ 24,136
Task 4 Subtotal	16	32	12	0	0	0	60	\$ 11,424	\$ -	\$ -	\$ 82,142	\$ -	\$ -	\$ 82,142	\$ 224	\$ 93,790
Task 5 - Utility Coordination																
Task 5.1 - Sunnyside Road (122nd - 132nd) Project	0	4	12	0	0	0	16	\$ 2,396						\$ -	\$ 33	\$ 2,429
Task 5.2 - Sunnyside Road (132nd - 162nd) Project	0	10	24	0	0	0	34	\$ 5,174						\$ -	\$ 33	\$ 5,207
Task 5.3 - Boyer/King Rd Area Package	0	6	20	0	0	0	26	\$ 3,866						\$ -	\$ 33	\$ 3,899
Contingency Task 5.4 - McLoughlin Area Package	0	8	24	0	0	0	32	\$ 4,792						\$ -	\$ 33	\$ 4,825
Task 5 Subtotal	0	28	80	0	0	0	108	\$ 16,228	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 132	\$ 16,360
Task 6 - Design for Sunnyside Road (122nd-132nd) Project																
Task 6.1 - 50% Design	3	16	62	24	20	0	125	\$ 18,466			\$ 589			\$ 589	\$ 43	\$ 19,098
Task 6.2 - 90% Design	4	25	74	12	23	0	138	\$ 20,697			\$ 589			\$ 589	\$ 20	\$ 21,306
Task 6.3 - Final Design	1	22	32	8	24	0	87	\$ 13,272			\$ 1,178			\$ 1,178	\$ 20	\$ 14,470
Task 6 Subtotal	8	63	168	44	67	0	350	\$ 52,435	\$ -	\$ -	\$ -	\$ -	\$ 2,355	\$ 2,355	\$ 83	\$ 54,873
Task 7 - Design for Sunnyside Road (132nd-162nd) Project																
Task 7.1 - 50% Design	6	30	142	36	44	0	258	\$ 37,786			\$ 1,656			\$ 1,656	\$ 43	\$ 39,485
Task 7.2 - 90% Design	7	59	129	20	42	0	257	\$ 39,159			\$ 1,656			\$ 1,656	\$ 20	\$ 40,835
Task 7.3 - Final Design	3	40	54	16	42	0	155	\$ 23,822			\$ 3,313			\$ 3,313	\$ 20	\$ 27,155
Task 7 Subtotal	16	129	325	72	128	0	670	\$ 100,767	\$ -	\$ -	\$ -	\$ 6,625	\$ -	\$ 6,625	\$ 83	\$ 107,475
Task 8 - Design Boyer/King Rd Area Package																
Task 8.1 - 50% Design	3	21	84	19	18	0	145	\$ 21,334						\$ -	\$ 43	\$ 21,377
Task 8.2 - 90% Design	3	48	73	12	24	0	160	\$ 24,862						\$ -	\$ 20	\$ 24,882
Task 8.3 - Final Design	2	22	38	8	12	0	82	\$ 12,662						\$ -	\$ 20	\$ 12,682
Task 8 Subtotal	8	91	195	39	54	0	387	\$ 58,858	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 83	\$ 58,941
Contingency Task 9 - Design for McLoughlin Area Package																
Contingency Task 9.1 - 50% Design	4	27	95	20	24	0	170	\$ 25,181						\$ -	\$ 43	\$ 25,224
Contingency Task 9.2 - 90% Design	5	55	128	20	43	0	251	\$ 37,937						\$ -	\$ 20	\$ 37,957
Contingency Task 9.3 - Final Design	3	26	53	12	20	0	114	\$ 17,388						\$ -	\$ 20	\$ 17,408
Task Contingency Task 9 - Subtotal	12	108	276	52	87	0	535	\$ 80,506	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 83	\$ 80,589
Contingency Task 10 - Right of Entry Requests for McLoughlin Area Package																
ROE's	0	8	8	0	0	0	16	\$ 2,616			\$ 14,649			\$ 14,649	\$ -	\$ 17,265
Task Contingency Task 10 - Subtotal	0	8	8	0	0	0	16	\$ 2,616	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,649	\$ -	\$ 17,265
Task 11 - Bid Phase Services																
Task 11.1 - Sunnyside Road (122nd - 132nd) Project	0	4	2	0	2	0	8	\$ 1,312			\$ 217			\$ 217	\$ -	\$ 1,529
Task 11.2 - Sunnyside Road (132nd - 162nd) Project	0	4	2	0	2	0	8	\$ 1,312			\$ 433			\$ 433	\$ -	\$ 1,745
Task 11.3 - Boyer/King Rd Area Package	0	4	2	0	2	0	8	\$ 1,312						\$ -	\$ -	\$ 1,312
Contingency Task 11.4 - McLoughlin Area Package	0	4	2	0	2	0	8	\$ 1,312						\$ -	\$ -	\$ 1,312
Task Task 11 - Subtotal	0	16	8	0	8	0	32	\$ 5,248	\$ -	\$ -	\$ 650	\$ -	\$ -	\$ 650	\$ -	\$ 5,898
Task 12 - Monument Preservation																
Task 12.1 - Sunnyside Road (122nd - 132nd) Project	0	1	2	0	0	0	3	\$ 463	\$ 2,000					\$ 2,000	\$ -	\$ 2,463
Task 12.2 - Sunnyside Road (132nd - 162nd) Project	0	1	2	0	0	0	3	\$ 463	\$ 4,000					\$ 4,000	\$ -	\$ 4,463
Task 12.3 - Boyer/King Rd Area Package	0	1	2	0	0	0	3	\$ 463	\$ 1,500					\$ 1,500	\$ -	\$ 1,963
Contingency Task 12.4 - McLoughlin Area Package	0	1	2	0	0	0	3	\$ 463	\$ 1,500					\$ 1,500	\$ -	\$ 1,963
Task Task 12 - Subtotal	0	4	8	0	0	0	12	\$ 1,852	\$ 9,000	\$ -	\$ -	\$ -	\$ -	\$ 9,000	\$ -	\$ 10,852

DESIGN SERVICES FOR THE 2022 PAVING PACKAGES
CLACKAMAS COUNTY
PROPOSED FEE ESTIMATE

	LABOR CLASSIFICATION (HOURS)						Estimated Fees									
	Principal Engineer II	Professional Engineer VII	Engineering Designer I	Engineering Designer II	Technician II	Administrative II	Hours	Labor	Subconsultants					Subconsultant Total with Markup	Expenses	Total
									PBS	Erlandsen	GeoDesign	DKS	UFS			
	\$230 Crop	\$191 Giesy	\$136 Eljechi	\$147 Castro	\$138 McFaddin	\$101 Haught										
SUBTOTALS FOR NON-CONTINGENCY TASKS																
SUBTOTAL NON-CONTINGENCY - For Sunnyside Road (122nd - 132nd) Project	22	111	198	44	71	4	450	\$ 69,859	\$ 5,000	\$ 2,500	\$ 19,512	\$ 2,572	\$ -	\$ 29,584	\$ 372	\$ 99,815
SUBTOTAL NON-CONTINGENCY - For Sunnyside Road (132nd - 162nd) Project	43	217	378	72	132	6	848	\$ 132,151	\$ 11,000	\$ 10,000	\$ 24,295	\$ 7,058	\$ -	\$ 52,353	\$ 372	\$ 184,876
SUBTOTAL NON-CONTINGENCY - For Boyer/King Rd Area Package	22	141	233	39	58	4	497	\$ 77,752	\$ 13,500	\$ 8,100	\$ 17,791	\$ -	\$ -	\$ 39,391	\$ 372	\$ 117,515
SUBTOTAL NON-CONTINGENCY - For McLoughlin Area Package	9	22	13	0	0	2	46	\$ 8,242	\$ -	\$ -	\$ 20,544	\$ -	\$ -	\$ 20,544	\$ 156	\$ 28,942
SUBTOTAL NON-CONTINGENCY TASKS - ALL PACKAGES	96	491	822	155	261	16	1841	\$ 288,004	\$ 29,500	\$ 20,600	\$ 82,142	\$ 9,630	\$ -	\$ 141,872	\$ 1,272	\$ 431,148
SUBTOTALS FOR CONTINGENCY TASKS																
SUBTOTAL CONTINGENCY - For Sunnyside Road (122nd - 132nd) Project	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL CONTINGENCY - For Sunnyside Road (132nd - 162nd) Project	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL CONTINGENCY - For Boyer/King Rd Area Package	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL CONTINGENCY - For McLoughlin Area Package	18	152	321	52	91	3	637	\$ 97,265	\$ 15,500	\$ 12,000	\$ -	\$ -	\$ 14,649	\$ 42,149	\$ 216	\$ 139,630
SUBTOTAL CONTINGENCY TASKS - ALL PACKAGES	18	152	321	52	91	3	637	\$ 97,265	\$ 15,500	\$ 12,000	\$ -	\$ -	\$ 14,649	\$ 42,149	\$ 216	\$ 139,630
TOTAL AMOUNTS (NON-CONTINGENCY AND CONTINGENCY TASKS)																
TOTAL AMOUNT (NON-CONTINGENCY AND CONTINGENCY) - For Sunnyside Road (122nd - 132nd) Project	22	111	198	44	71	4	450	\$ 69,859	\$ 5,000	\$ 2,500	\$ 19,512	\$ 2,572	\$ -	\$ 29,584	\$ 372	\$ 99,815
TOTAL AMOUNT (NON-CONTINGENCY AND CONTINGENCY) - For Sunnyside Road (132nd - 162nd) Project	43	217	378	72	132	6	848	\$ 132,151	\$ 11,000	\$ 10,000	\$ 24,295	\$ 7,058	\$ -	\$ 52,353	\$ 372	\$ 184,876
TOTAL AMOUNT (NON-CONTINGENCY AND CONTINGENCY) - For Boyer/King Rd Area Package	22	141	233	39	58	4	497	\$ 77,752	\$ 13,500	\$ 8,100	\$ 17,791	\$ -	\$ -	\$ 39,391	\$ 372	\$ 117,515
TOTAL AMOUNT (NON-CONTINGENCY AND CONTINGENCY) - For McLoughlin Area Package	27	174	334	52	91	5	683	\$ 105,507	\$ 15,500	\$ 12,000	\$ 20,544	\$ -	\$ 14,649	\$ 62,693	\$ 372	\$ 168,572
TOTAL CONTRACT AMOUNT (NON-CONTINGENCY AND CONTINGENCY TASKS) - ALL PACKAGES	114	643	1142	207	352	19	2477	\$ 385,269	\$ 45,000	\$ 32,600	\$ 82,142	\$ 9,630	\$ 14,649	\$ 184,021	\$ 1,488	\$ 570,778



SCHEDULE OF CHARGES

Personnel:

Labor will be invoiced by staff classification at the following hourly rates, which are valid through December 31, 2022. After this period, the rates are subject to adjustment.

<u>Billing Classifications</u>	<u>2020 Rates</u>	<u>Billing Classifications</u>	<u>2020 Rates</u>
Principal Engineer VI	\$270	Construction Manager VIII	\$227
Principal Engineer V	\$260	Construction Manager VII	\$219
Principal Engineer IV	\$250	Construction Manager VI	\$203
Principal Engineer III	\$239	Construction Manager V	\$188
Principal Engineer II	\$230	Construction Manager IV	\$178
Principal Engineer I	\$222	Construction Manager III	\$162
Professional Engineer IX	\$212	Construction Manager II	\$150
Engineering Designer IX	\$204	Construction Manager I	\$133
Professional Engineer VIII	\$202	Inspector VII	\$188
Engineering Designer VIII	\$193	Inspector VI	\$172
Professional Engineer VII	\$191	Inspector V	\$156
Engineering Designer VII	\$184	Inspector IV	\$145
Professional Engineer VI	\$182	Inspector III	\$129
Engineering Designer VI	\$175	Inspector II	\$117
Professional Engineer V	\$171	Inspector I	\$100
Engineering Designer V	\$164	Technician IV	\$173
Professional Engineer IV	\$161	Technician III	\$157
Engineering Designer IV	\$161	Technician II	\$138
Professional Engineer III	\$161	Technician I	\$119
Engineering Designer III	\$161	Administrative III	\$110
Engineering Designer II	\$147	Administrative II	\$101
Engineering Designer I	\$136	Administrative I	\$89
Project Manager V	\$270		
Project Manager IV	\$250		
Project Manager III	\$225		
Project Manager II	\$200		
Project Manager I	\$164		

Project Expenses:

Expenses incurred that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

Outside Services:

Outside technical, professional, and other services will be invoiced at actual cost.



Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

May 6, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Parking Sublicense Agreement with Weston Investment Co. LLC, dba,
American Property Management for the Clackamas County Justice Court

Purpose/Outcomes	This is an annual recurring sublease for seven (7) Clackamas Mall parking spaces to be used for Justice Court employees. Clackamas County Justice Court is located in the Clackamas Corner leased facilities owned by Weston Investment Co. LLC and operated by American Property Management. Leasing these seven additional employee parking spaces allows customers to park directly in front of the Justice Court facilities while providing increased safety and customer service to the citizens of Clackamas County.
Dollar Amount and Fiscal Impact	This parking sublicense agreement authorizes the monthly payment of twenty dollars (\$20.00) per parking space for each of the seven parking spaces, with a maximum monthly payment of one hundred and forty dollars (\$140.00), and a maximum annual payment of one thousand six hundred and eighty dollars (\$1,680) for calendar year 2021. One initial payment will be made for the period of January through May 2021 for seven hundred dollars (\$700.00) with the remaining parking fees being made with the monthly lease payments.
Funding Source	Justice Court fees and fines – No County General Funds are involved.
Duration	Current parking sublicense agreement term period is from January 1, 2021 through December 31, 2021. The Justice Court building lease agreement period is from June 27, 2013 through July 1, 2023.
Strategic Plan Alignment	Leasing these seven employee parking spaces helps ensure safe and healthy communities and provides excellent customer service to the citizens of Clackamas County.
Previous Board Action	No prior BCC action has ever occurred prior to this agreement.
County Counsel Review	Reviewed and approved.
Procurement Review	No Procurement Review required. All property lease agreements are handled through Facilities Management in coordination with County Counsel.
Contact Person	Jeff Jorgensen, Division Director, Facilities Management, 503.734.6248

BACKGROUND:

Clackamas County Justice Court currently leases seven thousand eight hundred and fifty square feet (7,850sf) of administrative and courtroom space for the adjudication of traffic violations, forcible evictions and detainer cases and small claims. The current location at this area of the Clackamas Town Center Mall allows for safe access and egress, is well served by public transportation, and provides adequate space for Court operations.

The current lease provides approximately twenty (20) public parking spaces in front of the Justice Court facilities. The seven additional parking spaces are required to support continued Justice Court operations while providing excellent customer service to the public and citizens frequenting these facilities.

RECOMMENDATION:

Staff recommends the Board approve the Parking Sublicense Agreement between Clackamas County and Western Investment Co. LLC and that the Chair of the Board be authorized to execute the Lease.

Sincerely,

Elizabeth Comfort

Elizabeth Comfort,
Director Finance

AMERICAN PROPERTY MANAGEMENT Parking Sublicense Agreement

1. PARTIES

This Parking Sublicense Agreement, dated _____ is made between Weston Investment Co. LLC; dba, American Property Management ("Sublicensor"), and Clackamas County, a Municipal Subdivision of the State of Oregon ("Sublicensee").

2. MASTER LICENSE AGREEMENT

Sublicensor is the Licensee under a written Parking Lot Use License Agreement dated January 1, 2021, wherein Clackamas Mall LLC ("Licensor") granted a license to Sublicensor for the parking use of a portion of the parking lot located in the City of Clackamas, County of Clackamas, State of Oregon, described and identified in Exhibit "A" of the Parking Lot Use License Agreement attached ("Master License Agreement"). Said Parking Lot Use License Agreement is referred to as the "Master License Agreement" and is attached hereto as Exhibit "A".

3. PARKING

Sublicensor hereby sublicenses to Sublicensee on the terms and conditions set forth in this Parking Sublicense Agreement the following portion of the Master Premises ("Premises"): Seven (7) unreserved parking spaces in the Assigned Location described in the Exhibit A attached.

4. WARRANTY BY SUBLICENSOR

Sublicensor warrants and represents to Sublicensee that the Master License Agreement has not been amended or modified except as expressly set forth herein, that Sublicensor is not now, and as of the commencement of the Term hereof will not be, in default or breach of any of the provisions of the Master License Agreement, and that Sublicensor has no knowledge of any claim by Licensor that Sublicensor is in default or breach of any of the provisions of the Master License Agreement. Sublicensor further warrants and represents that Licensor has granted Sublicensor permission to enter into this Parking Sublicense Agreement.

5. TERM

The Term of this Parking Sublicense Agreement shall commence on January 1, 2021 ("Commencement Date"), or when Licensor consents to this Parking Sublicense Agreement (if such consent is required under the Master License Agreement), whichever shall last occur, and shall end on December 31, 2021 ("Termination Date"), unless otherwise sooner terminated in accordance with the provisions of this Parking Sublicense Agreement. Use of seven (7) unreserved parking spaces ("Possession") shall be delivered to Sublicensee on the commencement of the Term. If for any reason Sublicensor does not deliver Possession to Sublicensee on the commencement of the Term, Sublicensor shall not be subject to any liability for such failure, the Termination Date shall not be extended by the delay, and the validity of this Parking Sublicense Agreement shall not be impaired, but rent shall abate until delivery of Possession.

6. RENT

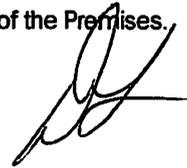
Minimum Rent. Sublicensee shall pay to Sublicensor as minimum rent, without deduction, set off, notice, or demand, at American Property Management, Attn. Larry Bricker, 2154 NE Broadway Suite #200, Portland, OR 97232, or at such other place as Sublicensor shall designate from time to time by notice to Sublicensee, the sum of one hundred forty dollars (\$140.00), per month, in advance on the first day of each month of the Term. Sublicensee shall pay to Sublicensor upon execution of the Parking Sublicense Agreement the sum of one hundred forty dollars (\$140.00) as rent for January 2021. The maximum annual total payments authorized under this Parking Sublicense Agreement shall not exceed the sum of one thousand six hundred and eighty dollars (\$1,680).

7. USE OF PREMISES

The Premises shall be used and occupied only for Permitted Use described in the attached Master License Agreement and for no other use or purpose.

8. ASSIGNMENT AND SUBLETTING

Sublicensee shall not assign this Parking Sublicense Agreement or further sublet all or any part of the Premises.



9. OTHER PROVISIONS OF PARKING SUBLICENSER AGREEMENT

All applicable terms and conditions of the Master License Agreement are incorporated into and made a part of this Parking Sublicenser Agreement as if Sublicensor were the Licensor thereunder, Sublicensee thereunder, and the Premises the Master Premises, *except* for the following:

Sublicensee assumes and agrees to perform the Licensee's obligations under the Master License Agreement during the Term to the extent that such obligations are applicable to the Premises, *except* that the obligation to pay rent to Licensor under the Master License Agreement shall be considered performed by Sublicensee to the extent and in the amount rent is paid to Sublicensor in accordance with Section 6 of this Parking Sublicenser Agreement. Sublicensee shall not commit or suffer any act or omission that will violate any of the provisions of the Master License Agreement. Sublicensor shall exercise due diligence in attempting to cause Licensor to perform its obligations under the Master License Agreement for the benefit of Sublicensee. If the Master License Agreement terminates, this Parking Sublicenser Agreement shall terminate and the parties shall be relieved of any further liability or obligation under this Parking Sublicenser Agreement, provided however, that if the Master License Agreement terminates as a result of a default or breach by Sublicensor or Sublicensee under this Parking Sublicenser Agreement and/or the Master License Agreement, then the defaulting party shall be liable to the non-defaulting party for the damage suffered as a result of such termination. Notwithstanding the foregoing, if the Master License Agreement gives Sublicensor any right to terminate the Master License Agreement in the event of the partial or total damage, destruction, or condemnation of the Master Premises or the building or project of which the Master Premises are a part, the exercise of such right by Sublicensor shall not constitute a default or breach hereunder.

10. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Parking Sublicenser Agreement, each party shall be responsible for its own attorneys' fees and expenses.

11. NOTICES

All notices and demands which may or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the Sublicensor to Sublicensee shall be sent by United States Mail, postage prepaid, addressed to the Sublicensee at the Premises, and to the address hereinbelow, or to such other place as Sublicensee may from time to time designate in a notice to the Sublicensor. All notices and demands by the Sublicensee to Sublicensor shall be sent by United State Mail, postage prepaid, addressed to the Sublicensor at the address set forth herein, and to such other person or place as the Sublicensor may from time to time designate in a notice to the Sublicensee.

To Sublicensor: Weston Investment Co. LLC; dba, American Property Management, 2154 NE Broadway, Portland, OR 97232

To Sublicensee: Clackamas County, 1710 Red Soils Court #200, Oregon City, OR 97045

12. COMPLIANCE

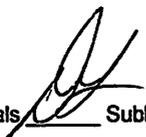
The parties hereto agree to comply with all applicable federal, state and local law, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and the Americans With Disabilities Act.

13. TERMINATION

In addition to the termination provisions of the Master License Agreement, Sublicensee may terminate this Parking Sublicenser Agreement for the following reasons: (i) for convenience upon thirty (30) days written notice to Sublicensor; or (ii) at any time Sublicensee fails to receive funding, appropriations, or other expenditure authority to perform under this Parking Sublicenser Agreement, as solely determined by Sublicensee.

14. INDEMNIFICATION

Any obligation of Sublicensee to indemnify, hold harmless and defend another party shall only be to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based on damage or injuries to persons or property caused by the errors, omissions, fault or negligence of Sublicensee or Sublicensee's employee or agents.

Sublicensor Initials  Sublicensee initial _____

15. LIMITATION OF LIABILITIES

This Parking Sublicense 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.

Sublicensor: Weston Investment Co, LLC; dba,
American Property Management

Sublicensee: Clackamas County, a Municipal Subdivision
of the State of Oregon

By: _____

By: _____

Name: Douglas D. Lindholm

Name: _____

Title: Senior Vice President of Commercial Property

Title: _____

Date: 2-17-2021

Date: _____

S:\Abby\Doug Lindholm\Leases\Parking Sublicense Agreement 412-4063-01.doc

EXHIBIT "A"

Brookfield Properties

PARKING LOT USE LICENSE AGREEMENT (Long Term)

This Parking Lot Use License Agreement ("License") is made as of the 17th day of December, 2019 ("Effective Date") between Weston Investment Co. ("Licensee"), and Clackamas Mall L.L.C. ("Licensor") and provides for the terms and conditions for the use of certain areas of the parking lot at Clackamas Town Center (the "Property"), located at 12000 S.E. 82nd Ave. Happy Valley, Oregon 97086.

PURPOSE

- A. The parties mutually desire to enter into this License to provide for the terms and conditions for Licensee's use of certain areas of the parking lot at the Property, all as set forth below.

LICENSE AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements herein, the parties agree as follows:

- 1. License. Licensor grants to Licensee a nonexclusive license which is nontransferable by Licensee but freely transferable by Licensor, for the sole purpose of using certain areas of Licensor's parking lot (the "Assigned Location") at the Property as identified in Exhibit A attached hereto for employees of 'Clackamas Corner' in designated Clackamas Town Center parking field ("Permitted Use") and for no other activity or purpose whatsoever. Licensee's rights under this License shall be at all times subject to the rights of the Licensor in and to the Property. This License shall be subject and subordinate to the terms and conditions of any documents to which Licensor is a party in connection with the Property including, without limitation, any mortgage, reciprocal easement agreement or lease, as such documents may be amended from time to time.
2. Term. Licensee shall be permitted to use the Assigned Location for the Permitted Use in accordance with this License commencing as of the Effective Date and expiring on December 31, 2020 unless this License is terminated earlier as set forth herein ("Term").
3. Rent. Licensee shall pay to Licensor rent as follows:
A. Monthly Rent. Monthly rent for the Assigned Location shall be in the amount listed below due on the first day of each calendar month during the Term, as outlined below. If the rent, or any portion thereof, is not paid within ten (10) days of when due, the unpaid balance of all, or the then due portion, of the rent will be assessed a service fee of one and one-half percent (1.5%) per month to the extent allowed by law. Licensor will have the right to suspend and/or terminate this License and Licensor's access to the Property if Licensee fails to timely pay Licensor in accordance with the terms of this License. If it becomes necessary for Licensor to remove any or all property of Licensee from the Property as a result of Licensee's default, Licensee shall reimburse Licensor for all reasonable costs incurred in connection therewith upon fifteen (15) days' written notice.

Total Fees: \$12,960.00

Table with 6 columns: Invoice Date, Due Date, Amount, Sales Tax, Total Amount. Rows for Pymt 1 through Pymt 5, each with a due date in 2020 and a total amount of \$2,260.00.

Handwritten signatures and initials for Sublicensor and Sublicensee.

Sublicensor Initials _____ Sublicensee initial _____

Brookfield Properties

Pymt 6:	6/1/2020	6/1/2020	\$2,260.00	\$0.00	\$2,260.00
Pymt 7:	7/1/2020	7/1/2020	\$2,260.00	\$0.00	\$2,260.00
Pymt 8:	8/1/2020	8/1/2020	\$2,260.00	\$0.00	\$2,260.00
Pymt 9:	9/1/2020	9/1/2020	\$2,260.00	\$0.00	\$2,260.00
Pymt 10:	10/1/2020	10/1/2020	\$2,260.00	\$0.00	\$2,260.00
Pymt 11:	11/1/2020	11/1/2020	\$2,260.00	\$0.00	\$2,260.00
Pymt 12:	12/1/2020	12/1/2020	\$2,260.00	\$0.00	\$2,260.00

4. Assigned Location.

- A. Licensee has inspected the Assigned Location, and accepts it "as is" with no representation or warranty by Licensor regarding the condition of the Assigned Location or its suitability for Licensee's activities. Licensor has no obligation to repair or make any modification to any part of the Assigned Location unless the obligation is explicitly set forth in this License.
- B. Licensee shall not make alterations or additions, nor permit the making of holes in the pavement of the Assigned Location, or the painting or placing of exterior signs, placards or other advertising media, banners, pennants, awnings, aerials, antennas, or the like in or about the Property (including in, on or about the Assigned Location), without the prior written consent of Licensor. Licensor's approval of the foregoing, or any other matters shall not: (i) relieve Licensee from complying with all Laws; or (ii) be relied upon by Licensee as verification of the sufficiency of the plans and specifications for any purpose or for compliance with any Law. All costs and expenses (including permits or licenses) for any maintenance or repair of the Assigned Location shall be Licensee's sole responsibility unless otherwise specified in this License. Licensee agrees not to suffer any mechanic's lien to be filed against the Property by reason of any work, labor, services, or materials performed at or furnished to the Assigned Location, to Licensee, or to anyone claiming rights through or under Licensee. Nothing in this License shall be construed as a consent on the part of Licensor or subject Licensor's estate in the Property to any lien of liability under the lien laws of the state in which the Property is located. All alterations, additions and improvements to the Assigned Location shall become Licensor's upon termination of this License or abandonment of Licensee's property, equipment or the Assigned Location.
- C. Upon thirty (30) days' prior written notice, Licensor may, at its expense, relocate the Assigned Location without liability to Licensor.
- D. Licensee shall conduct its business in a careful, safe and proper manner and shall keep the Assigned Location in a reasonably clean and safe condition in accordance with this License, all Laws and the directions of the manager and public safety officers of the Property. The areas around and immediately adjoining the Assigned Location shall be kept clear at all times by Licensee, and Licensee shall not place or permit any obstructions, garbage, refuse, merchandise or displays in such areas. All loading and unloading shall be done only at such times, in the areas and through the entrances designated for that purpose by Licensor. Licensee shall not carry on any trade or occupation or operate any instrument or equipment which emits any odor or causes any noise discernible to Property tenants, invitees of the Property or other licensees. Licensee shall not distribute any handbills or other advertising matter at the Property or on automobiles parked in the parking areas of the Property. Licensee and Licensee's employees shall not park any vehicles in any portion of the Property other than the Assigned Location including any parking area designated for customer parking by Licensor, or on any road within or adjacent to the Property. If Licensee parks a vehicle in any such area of the Property, Licensor may, in addition to its other remedies, have the vehicle removed at Licensee's expense.
- E. Licensee shall not harm the Property or any part thereof, commit or create waste, create nuisance, do any act or thing which would increase the cost of insurance thereon, make any use of the Property

Brookfield Properties

which is offensive in Licensor's sole opinion, nor do any act which would, in Licensor's sole opinion, tend to injure the reputation of the Property.

- F. Licensee shall not cause any hazardous material to be brought upon, stored, kept, used or discharged on or about any part of the Property.
- G. Licensor may enter and/or inspect the Assigned Location at any time.
5. **Licensee's Indemnification Obligations.** Licensee shall indemnify and hold Licensor, its managers, employees, agents, contractors, parents, subsidiaries and affiliates harmless from and against any and all claims, actions, liens, demands, charges, expenses and judgments for loss, damage or injury to property or persons resulting or occurring by reason of the Licensee's activities under this License, or in any way connected with, the use of or operation within the Assigned Location, or otherwise arising from this License or Licensee's activities hereunder, including all costs, expenses and attorney's fees. License shall also indemnify Licensor for all costs, expenses and attorney's fees incurred by Licensor to enforce this indemnity. This Section 5 shall survive the expiration or earlier termination of this License, and shall not be construed to provide for any indemnification which would, as a result thereof, make the provisions of this section void, or to eliminate or reduce any other indemnification or right which any indemnity has by law.
6. **Waiver.** Licensor shall not be responsible or liable for, and Licensee hereby expressly waives, any and all claims against Licensor for injury to persons or theft, loss or damage to Licensee's property, regardless of the cause. Licensee's property located anywhere in the Property shall be there at Licensee's sole risk. Licensor shall not be liable for, and Licensee waives, all claims for loss or damage to Licensee's business or damage to persons or property sustained by Licensee or any person claiming by, through or under Licensee resulting from any accident or occurrence anywhere in, on or about the Property, including, without limitation, claims for loss, theft or damage resulting from any cause whatsoever.
7. **Insurance.** Licensee shall provide the insurance coverage set forth on Exhibit B attached hereto and deliver to Licensor a certificate of insurance described therein prior to commencement of this License.
8. **Termination for Cause.** Licensor may revoke or terminate this License for cause, at any time, by giving Licensee at least fifteen (15) days' prior written notice, if Licensor determines that Licensee has violated any provision of this License. If Licensee cures such violation to Licensor's satisfaction as soon as possible under the circumstances (and in no event later than the expiration of the foregoing fifteen (15) day period, subject to such reasonable extensions as Licensor shall reasonably grant if Licensee has commenced curing within the fifteen (15) day period, is diligently prosecuting the cure to completion, and has been unable to complete the cure within such period due to causes beyond Licensee's reasonable control) Licensor shall so notify Licensee in writing and this License shall remain in full force and effect (subject to the other provisions herein). Licensor shall also have the separate right to terminate this License for cause at any time, immediately upon written notice to Licensee, if Licensor determines that Licensee has: (i) committed more than three (3) violations of the same provision of this License during the six (6) month period preceding Licensor's termination notice (regardless of whether such violations were cured); (ii) been dishonest, wasteful, or negligent; (iii) harmed or threatened to harm Licensor, the Property, or any tenants or customers of the Property; (iv) ceased Licensee's business operations; or (v) become insolvent or unable to pay its debts as they mature, made a general assignment for the benefit of its creditors, or become the subject of an appointment of a receiver or trustee for its business.
9. **Termination without Cause.** Notwithstanding anything to the contrary contained in this License Licensor may terminate this License at any time, without cause, by giving Licensee at least thirty (30) days' prior written notice.
10. **Surrender.** Licensee shall, at the termination of this License, remove its goods and effects, repair damage caused by such removal and peaceably yield up the Assigned Location in good and clean order, repair and condition, normal wear and tear excepted. Personal property of Licensee not removed within 48 hours (or such longer time as may be given by Licensor in writing) shall become the property of Licensor, at Licensor's option.

Brookfield Properties

9. **Remedies.** Termination of this License shall not affect Licensor's right to recover damages for violations of this License or any other rights or remedies of Licensor under this License or applicable laws (all of which shall be cumulative). In addition to all other remedies of Licensor, if Licensee does not complete its obligations to repair and maintain the Assigned Location as specified in this License, or if Licensor determines that repair or replacement of any portion of the Assigned Location or the Property is necessary by reason of any act, omission or negligence of Licensee, its employees, agents or contractors, then Licensor may, but shall not be obligated to, make such repairs without liability to Licensee for any loss or damage that may accrue to Licensee, its equipment, fixtures, or other property or to Licensee's business by reason of such repair. Upon completion of any such repair, Licensee shall pay upon demand Licensor's costs for making the repairs together with Licensor's administrative costs in an amount equal to two and one-half (2.5) times the total cost of the repair.
11. **Assignment.** This License shall not be voluntarily or involuntarily assigned by Licensee. This License may be assigned by Licensor and, after such assignment, Licensor agrees to look solely to such assignee for performance hereunder.
12. **Governing Law.** This License shall be governed by, construed, and enforced in accordance with the laws of the state in which the Property is located.
13. **Compliance.** Licensee agrees, in the exercise of this License to observe and comply with all applicable Federal, State and local laws, rules and regulations, as exist as of the Effective Date or as may be amended, enacted or imposed in the future ("Laws"). Licensee shall not discriminate in the conduct and operation of its business on the Property against any person or group of persons because of the race, age, color, sex, religion, national origin, or other protected classification of such person or group of persons.
14. **Confidentiality.** Licensee represents and warrants that it shall keep the provisions of this License confidential and shall not disclose the provisions hereof to a third party.
15. **Independent Contractor.** Nothing contained in this License shall be considered to constitute a partnership between Licensor and Licensee. Licensee agrees that it does not and shall not claim at any time any leasehold interest, nor a license coupled with an interest, nor any other interest or estate of any kind or extent whatsoever in any part of the Property.
16. **No Waiver.** The failure of Licensor to insist upon strict performance by Licensee of any of the conditions, provisions, rules and regulations and agreements in this License, or to exercise any option, shall not be deemed a waiver of any of Licensor's rights or remedies.
17. **Entire Agreement.** This License contains all of the covenants, promises, agreements, conditions and understandings between Licensor and Licensee. No modification or amendment of any term or condition of this License shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such modification or amendment.
18. **Notices.** All notices, requests and approvals required under this License must be in writing and addressed to the other party's designated contact(s) for notices as set forth below, or to such other address as such party designates in writing. All such notices, requests and approvals will be deemed to have been delivered either when personally delivered, or upon delivery by either registered or certified mail, postage prepaid with return receipt requested, or by a recognized commercial courier service providing proof of delivery on the date of mailing. The provisions of this Section shall survive termination of this License. The parties' initial addresses for notices, requests and approvals as described herein are as follows:

**Brookfield
Properties**

To Licensor:
Clackamas Mall L.L.C.
Clackamas Town Center
12000 S.E. 82nd AVE
SUITE 1093
Happy Valley, Oregon 97086-7736

With a copy to:
c/o BPR REIT Services, LLC
350 N. Orleans St., Suite 300
Chicago, IL 60654-1607
Attn: Legal Department – Corporate Contracts and Securities

To Licensee:
Weston Investment Co.
2154 NE Broadway Suite 200
Portland, Oregon 97232
FEIN: 93-0475156
Phone: (503) 281-7779

The parties have executed this License made the day and year first above written.

LICENSOR:

CLACKAMAS MALL L.L.C., a Delaware limited liability company

By: _____
Authorized Signatory

LICENSEE:

Weston Investment Co.

By:  12-24-2019

Its: SCUP Commercial Property

Brookfield Properties

EXHIBIT B INSURANCE REQUIREMENTS

REQUIRED INSURANCE.

Licensee shall furnish and maintain in effect during the term of the License the insurance coverage described below:

Commercial General Liability	\$2,000,000 Occurrence/\$5,000,000 Aggregate
Commercial Automobile Liability	\$1,000,000 Combined Single Limit
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident \$500,000 Disease, Policy Limit \$500,000 Disease, Each Employee
OR	
(for Monopolistic States) Workers' Compensation Stop Gap Employers' Liability	Evidence of Monopolistic State Coverage \$500,000 Occurrence/Aggregate

POLICY REQUIREMENTS.

The insurance required of Licensee shall be issued by an insurer or insurers lawfully authorized to do business in the jurisdiction in which the Property is located, and maintaining an AM Best rating of at least A- VII.

The Commercial General Liability Insurance required shall name, as "Additional Insureds", "Licensor (exactly as identified herein), Clackamas Mall L.L.C., Brookfield Property REIT Inc., BPR REIT Services LLC and Brookfield Properties Retail Inc.

All Insurance policies shall contain waivers of any and all rights of subrogation against the Additional Insureds, and shall contain either a cross-liability endorsement or separation of insureds provision, which provision shall permit the limits of liability under Licensee's policies to apply separately to each Additional Insured.

All Insurance policies required by this License shall state that they are primary and not additional to, or contributing with, any other insurance carried by, or for the benefit of the Additional Insureds with respect to the negligence of Licensee, its employees, agents, contractors and/or subcontractors.

Before the commencement of this License, the Property shall be furnished valid and original certificate(s) of insurance evidencing that all required insurance coverages are in force. All insurance policies required by this License shall bear an endorsement prohibiting such policy from being canceled, allowed to lapse or substantially modified without thirty (30) days prior written notice to Licensor, except for non-payment of premium for which ten (10) days notice shall be provided.

Compliance with the insurance requirements of this License shall not be relieved by Licensor's, or any Property's, receipt or review of any insurance certificates.



Draft

Approval of Previous Business Meeting
Minutes:

April 8, 2021

April 15, 2021

April 22, 2021

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

<https://www.clackamas.us/meetings/bcc/business>

Thursday, April 8, 2021 - 6:00 PM

Virtual Meeting via Zoom and in Person

PRESENT: Chair Tootie Smith (by phone)
Vice Chair Paul Savas
Commissioner Sonya Fischer
Commissioner Martha Schrader
Commissioner Mark Shull

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****Wild Fire Updates** <https://www.clackamas.us/meetings/bcc/business>

*****COVID Updates** <https://www.clackamas.us/meetings/bcc/business>

~Board Discussion~

1. COVID Letter to Governor Brown – Public Hearing

<https://www.clackamas.us/meetings/bcc/business>

~Board Discussion~

Opened Public Comment

In Person:

1. Jim Meyers - Molalla –High Risk Category and alternative treatments
2. Laura Edmonds – Happy Valley – Chamber of Commerce CEO
3. Kyle Lang – Oregon City – Chamber of Commerce Executive Director Canby
4. Victoria Meining – Oregon City – Chamber of Commerce Executive Director Oregon City
5. Shatrine Krake – West Linn – Chamber of Commerce Executive Director West Linn
6. Jo Havercamp – Oregon City – Taking off Masks

Via Zoom

1. Michael Weber – Milwaukie – Vaccination and wearing masks
2. Christine Kennedy - Clackamas County – Could not hear
3. Les Poole – Gladstone – Overkill, Filtration, riots,
4. Yvonne Lazarus – Oak Grove- Business Need to open;

Closed Public Comment

~Board Discussion~

Commissioner Shull: Moved to approve version #3 of the letter

Commissioner Schrader: Second

~Board Discussion~

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Vice Chair Savas: Aye.

Chair Smith: Aye –the motion carries 5-0.

2. AAPI Statement <https://www.clackamas.us/meetings/bcc/business>

Commissioner Schrader: Moved to approve the statement

Commissioner Shull: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Vice Chair Savas: Aye.

Chair Smith: Aye –the motion carries 5-0.

III. PUBLIC HEARINGS <https://www.clackamas.us/meetings/bcc/business>

1. Public Hearing on the Proposed Community Development 2021 Action Plan. (Rodney Cook, Health, Housing & Human Services)

~Board Discussion~

Opened Public Comment

In Person:

None

Via Zoom

1. Denise Carey – Estacada - CDBG funding

Closed Public Comment

~Board Discussion~

Vice Chair Savas said that public comment will last until April 26, 2021. We will take action on this item on May 6th, 2021 at the Business Meeting

II. CONSENT AGENDA <https://www.clackamas.us/meetings/bcc/business>

A. Department of Transportation & Development

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

Christina Terwilliger read consent agenda

Commissioner Savas: I move for Approval of the consent agenda

Commissioner Schrader: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Vice Chair Savas: Aye.

–the motion carries 4-0.

Absent is Chair Smith

III. PUBLIC COMMUNICATION <https://www.clackamas.us/meetings/bcc/business>

Opened Public Comment

General Public Hearing In person

1. Kwabla Torsy – West Linn – Freedom of Speech

General Public Hearing Zoom

1. Christine Kennedy - Clackamas County – COVID and public health
2. Yvonne Lazarus - Clackamas County – Housing meeting; federal regulations;
3. Bill Wehr - Damascus – Public Policy; Commissioner Fischer campaign fund;
4. Les Poole - Concerns about security and public safety. Follow up on my comments last week; closed roads;

Closed Public Comment

IV. COUNTY ADMINISTRATOR UPDATE

The following item was signed in accordance with Clackamas County [Emergency Declaration 2020-14](#) due to the COVID-19 Public Health Emergency.

DEPARTMENT	ITEM
Disaster Management Signed by Gary Schmidt – 4-6-2021 Request for Ratification by the BCC At the 4-8-2021 Business meeting.	It is for Disaster Management, Amendment #3 to an Intergovernmental Agreement between Clackamas County and Washington County for COVID-19 Respite Shelter, as required by state law. The amendment adds \$140,300 to the maximum amount payable to \$549,125. This is paid from CARES Act funding. No General Funds. The contract was also extended until June 30, 2021.

Disaster Management
Signed by Gary Schmidt – 4-8-2021
Request for Ratification by the BCC
At the 4-8-2021 Business meeting.

If is for Disaster Management: an intergovernmental agreement with the Canby Fire District and Molalla Fire District for COVID-19 testing and vaccine administration. The maximum value is \$150,000 per Fire District. Funding is through State CARES funds through the Local Public Health Authority. No General Funds are involved. The agreement is until December 31, 2021.

Commissioner Shull: Moved to Ratify items
Commissioner Schrader: Second
the Clerk called the Poll
Commissioner Fischer: Aye.
Commissioner Schrader: Aye.
Commissioner Shull: Aye.
Vice Chair Savas: Aye.
–the motion carries 4-0.
Absent is Chair Smith

V. COMMISSIONERS COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

Adjourned 8:12PM

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

<https://www.clackamas.us/meetings/bcc/business>

Thursday, April 15, 2021 - 10:00 AM

Virtual Meeting via Zoom and in Person

PRESENT: Chair Tootie Smith
Commissioner Sonya Fischer
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Mark Shull

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****Wild Fire Updates**<https://www.clackamas.us/meetings/bcc/business>

*****Ice Storm Updates**<https://www.clackamas.us/meetings/bcc/business>

*****COVID-19 Updates**<https://www.clackamas.us/meetings/bcc/business>

~Board Discussion~

1. Letter to Congressional Delegation.

Commissioner Savas: Moved to approve the letter with all 5 Commissioner Signatures

Commissioner Shull: Second

~Board Discussion~

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

2. Transportation Document

Commissioner Shull: Moved to approve the document

Commissioner Savas: Second

~Board Discussion~

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

Chair Smith: I will now announce the Board will Recess as the Board of County Commissioners and Convene as Housing Authority Board for the next item.

I. HOUSING AUTHORITY CONSENT AGENDA<https://www.clackamas.us/meetings/bcc/business>

1. Approval to execute Amendment #1 to the contract between Housing Authority of Clackamas County and Do Good Multnomah for case management of homeless individuals and families participating in the “Metro 300” program. Total contract value increasing by \$75,000 funding through Health Share of Oregon. No general funds involved. – HACC

Commissioner Leenstra: I move for Approval of the consent agenda

Commissioner Fischer: Second

the Clerk called the Poll

Commissioner Leenstra: Aye

Commissioner Fischer: Aye.
Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Commissioner Shull: Aye.
Chair Smith: Aye –the motion carries 6-0.

Chair Smith: I will now Announce the Board will Adjourn as the Housing Authority Board and Reconvene as the Board of County Commissioners.

II. PRESENTATION <https://www.clackamas.us/meetings/bcc/business>

1. National Public Safety Telecommunicator Week Proclamation (Cheryl Bledsoe, Emergency Communication)

~Board Discussion~

Commissioner Schrader: Moved to approve the proclamation

Commissioner Fischer: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

2. April is Child Abuse Prevention Month (Rod Cook, Health, Housing & Human Services)

~Board Discussion~

Commissioner Shull: Moved to approve April as Child Abuse Prevention Month

Commissioner Savas: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

III. PUBLIC HEARINGS <https://www.clackamas.us/meetings/bcc/business>

1. Second Reading of Ordinance No. 01-2021 Amending Chapter 10.03, Determination of Waste Management Fees (Dan Johnson, Department of Transportation and Development) – *First reading 4/1/2021*

~Board Discussion~

Opened Public Comment

In Person:

1. Shane Abma - Portland – Metro Attorney and Clackamas County Resident
2. Les Poole – Gladstone – Metro and legal decisions
3. Jon DiLorinzo - Clackamas County – Attorney for rate payers

Via Zoom

1. **Andy Shaw – Portland – Waste management fees (could not allow to speak due to zoom version)**
2. Eric Fruits - Clackamas County - Waste management fees
3. Richard Burke – Tigard – Metro – Libertarian Party

Closed Public Comment

~Board Discussion~

Commissioner Shull: I move we approve an Ordinance Amending Clackamas County Code Chapter 10.03, Solid Waste and Wastes Management, and Declaring an Emergency

Commissioner Savas: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

IV. CONSENT AGENDA <https://www.clackamas.us/meetings/bcc/business>

- A. Department of Transportation & Development
 - 1. Approval of contract with the Oregon Department of Transportation – Transportation Safety Division for the purposes of ODOT-TSD – Safe Communities Grant Renewal. Contract Maximum of \$54,550 and grant match requirement is 40% and will be met with staff time.
- B. Public and Government Affairs
 - 1. Approval of Board Orders for Transfer Control of the Parent Company of Wave Division VII, LLC, Radiate Holdings, L.P. Franchises in Sandy, and Canby/Molalla. No funds are involved.
- C. Elected Officials
 - 1. Approval of Previous Business Meeting Minutes – BCC
- D. Disaster Management
 - 1. Approval to Apply for State Homeland Security Grant FY21 Funding. Application guarantees \$139,712.12 and competitive grants of up to \$652,807.88. No general Funds.
- E. Juvenile Department
 - 1. Approval of an Intergovernmental Agreement with Portland State University for Reclaiming Futures License. There is a \$180,000 license cost, with a \$140,000 from Clackamas County Juvenile Department (currently budgeted) and \$40,000 of a one-time external grant match to be paid with grant funds to Portland State University. This will include general funds.
- F. Business & Community Services
 - 1. Joint Permit Application for Oregon Department Fish and Wildlife Eagle Fern Weir Removal Project. County Parks will pay \$960 toward the weir removal project. All remaining project costs of the \$129,000 project are being paid for by other parties. This is not general funds.
 - 2. Memorandum of Understanding between Oregon Department of Fish and Wildlife and Clackamas County for the Eagle Fern Weir Removal Project. County Parks will pay \$960 toward the weir removal project. All remaining project costs of the \$129,000 project are being paid for by other parties. This is not general funds.

Christina Terwilliger read consent agenda

Commissioner Schrader: I move we approve the consent agenda

Commissioner Shull: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

The Board will now Recess as the Board of County Commissioners and Convene as Development Agency for the next consent agenda.

V. DEVELOPMENT AGENCY CONSENT AGENDA

<https://www.clackamas.us/meetings/bcc/business>

- 1. Approval of a Contract with Harper Houf Peterson Righellis, Inc. for Construction Management Services for the D-Street Road Improvement Project. The contract amount is \$354,800 funded through the North Clackamas Revitalization Area Urban Renewal District. No general funds involved.

Christina Terwilliger read consent agenda

Commissioner Schrader: I move we approve the consent agenda

Commissioner Fischer: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

The Board will adjourn as the Development Agency and reconvene as the Board of County Commissioners for the remainder of the meeting.

VI. PUBLIC COMMUNICATION <https://www.clackamas.us/meetings/bcc/business>

~Board Discussion~

Opened Public Comment

In Person:

1. Yvonne Lazarus – Milwaukie – Request information for advisory groups and their meeting
2. Les Poole – Gladstone – Tax day; Opt Ed- Commissioner Fischer

Via Zoom

1. Bill Wehr - Clackamas County – Public Policy
2. Cris Waller – Milwaukie – COVID – Vaccinations
3. Michael Weber – Oak Grove – COVID Governor Letter
4. Christine Kennedy – Lake Oswego - Covid restrictions for CC and positioning with the state.

Closed Public Comment

~Board Discussion~

VII. COUNTY ADMINISTRATOR UPDATE <https://www.clackamas.us/meetings/bcc/business>

The following item was signed in accordance with Clackamas County [Emergency Declaration 2020-14](#) due to the COVID-19 Public Health Emergency.

DEPARTMENT	ITEM
Disaster Management Signed by Gary Schmidt – 4-13-2021 Request for Ratification by the BCC At the 4-15-2021 Business meeting.	They are for Disaster Management. A Memorandum of Agreement between the County and Canby Foursquare Church, and the County and Estacada Community Center, for facility use for COVID-19 community sheltering, emergency response and coordination efforts. These facilities will be used for COVID-19 vaccination drive-through clinics. There is no cost other than the county will restore the facilities to pre-use condition. If there are costs they will be covered by CARES Act funding. No General Fund is involved. The agreements will last until terminated by either party.

Commissioner Savas: Moved to ratify item

Commissioner Fischer: Second

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

VIII. COMMISSIONERS COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

Adjourned 12:14PM

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

<https://www.clackamas.us/meetings/bcc/business>

Thursday, April 22, 2021 - 10:00 AM

Virtual Meeting via Zoom and in Person

PRESENT: Chair Tootie Smith
Commissioner Sonya Fischer
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Mark Shull

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****Ice Storm Updates**<https://www.clackamas.us/meetings/bcc/business>

*****COVID-19 Updates**<https://www.clackamas.us/meetings/bcc/business>

~Board Discussion~

I. PRESENTATION <https://www.clackamas.us/meetings/bcc/business>

1. South County Drive to Zero Project Winners of the Drive to Zero Art Contest

~Board Discussion~

II. CONSENT AGENDA <https://www.clackamas.us/meetings/bcc/business>

- A. Health, Housing & Human Services
 1. Approval of Agreement with ODOT, Rail and Public Transit Division, for FTA 5311 Rural Transportation Funds for COVID related Operations of Mt Hood Express. The maximum to be funded would be \$205,000, no match is required. Funding is through Federal Transit Administration 5311 Rural Transportation Funds. No general funds are involved. – Social Services
 2. Approval of Professional Services Agreement with Oregon EMS Specialists LLC, to provide services as Associate Emergency Medical Services (EMS) Medical Directors Contract maximum for Oregon EMS Specialists LLC is \$262,185. No general funds are involved. – Public Health
 3. Approval of Professional Services Agreement with Northwest Permanente, P.C. to provide services as Associate Emergency Medical Services (EMS) Medical Directors. Contract maximum for Northwest Permanente is \$264,097. No general funds are involved. – Public Health
- B. Department of Transportation & Development
 1. Approval of First Amendment to an Intergovernmental Agreement between Clackamas County and the City of Beaverton for Provisions of Permit Processing and Building Inspection/Plan Review (BI/PR) Services. Negotiated rate for service is \$44.82/hour or \$49.73/overtime hour. Funding from Building Codes Division, fee for service revenues. No general fund.
 2. Approval of an Intergovernmental Agreement with City of Happy Valley for the Pleasant Valley Villages Phases 2-13 Planned Unit Development. There is no financial impact associated with this agreement.
 3. Approval of a Resolution Declaring the Public Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property for the Boardman Creek Headwall Repair Project and Authorizing Good Faith Negotiations and Condemnation Actions. Right of Way acquisition costs are estimated not to exceed \$16,000. No general funds.
 4. Approval of an Intergovernmental Agreement between Clackamas County and the City of Canby to Transfer Permitting Authority and Maintenance Responsibility for of Portions N. Locust Street (County Road #1782, DTD #31077, N. Maple Street (County Road #2579, DTD #31029) and S. Redwood Street (County Road #0277, DTD #41023) to the City. Transfer costs are based on the actual cost of a 2” asphalt overlay, pre-overlay preparation and ADA improvements totally \$348,523. No general funds.
 5. Approval of an Intergovernmental Agreement between Clackamas County and the City of Canby to Transfer Permitting Authority and Maintenance Responsibility for Portions of N. Maple Street (County Road #2579, DTD #31029) and N. Redwood Street (County Road #2163, DTD #31017) to the City. Transfer costs are based on the actual cost of a 2” asphalt overlay and ADA improvements totally \$433,342. No general funds.

6. A Board Order Adopting the Vacation of a Portion of Deer Park Road in the Welches area. No funds are involved.
 7. Approval to Partner with Molalla River Watch in Applying for an Oregon Watershed Enhancement Board Grant for the Replacement of the Woodcock Creek (Grimm Rd) Bridge #06267; Total Construction project cost: \$ 660,000-Oregon Watershed Enhancement Board Grant: \$330,000, Road Fund Match: \$330,000. Included in the request is BCC letter of support.
- C. Finance Department
1. Approval of Amendment #2 with Moss Adams LLP for Annual Financial Audit Services. Amendment #2 adds one year of audit services for \$326,200 for a total contract not to exceed \$1,777,700 funded by cost allocation and general funds through the finance department.
 2. Approval of Amendment #1 with Oregon Emergency Management FEMA 4499-DR-OR-FEMA-State Agreement for the Coronavirus Disease. This is ongoing and the fiscal impact is unknown at this time. Funding is through FEMA not general funds.
- D. County Counsel
1. Enter into a License Agreement with Jason and Kristie Boyd to access and board up to two horses at property donated to the County by John and Marilee Wetten.
- E. Elected Officials
1. Approval to Apply to be in a Subrecipient Agreement with Clackamas Women’s Services for Victims of Human Trafficking Grant. The \$154,994 in funds requested will fund a .5 Full Time Employee with funding coming through the office for victims of crime. - Clackamas County District Attorney

Christina Terwilliger read consent agenda
 Commissioner Shull: I move we approve the consent agenda
 Commissioner Schrader: Second
 the Clerk called the Poll
 Commissioner Fischer: Aye.
 Commissioner Savas: Aye.
 Commissioner Schrader: Aye.
 Commissioner Shull: Aye.
 Chair Smith: Aye –the motion carries 5-0.

III. PUBLIC COMMUNICATION <https://www.clackamas.us/meetings/bcc/business>

~Board Discussion~

Opened Public Comment

In Person:

1. Elvis Clark – Milwaukie – Metro Income Tax asking for metro tab on their website
2. Bill Wehr - Clackamas County – Public Policy – Commissioner Fischer and Commissioner Shull
3. Yvonne Lazarus – Milwaukie - Clackamas County; EDIC meeting January 19, 2021
4. Les Poole – Gladstone - Clackamas County – Governor, wants to know the numbers for restaurants re: COVID; Commissioner Fischer;

Via Zoom

1. Cris Waller – Jennings Lodge – COVID
2. Michael Webber – Oak Grove – COVID
3. Christine Kennedy – Lake Oswego – COVID Story

Closed Public Comment

~Board Discussion~

IV. COUNTY ADMINISTRATOR UPDATE <https://www.clackamas.us/meetings/bcc/business>

The following item was signed in accordance with Clackamas County
[Emergency Declaration 2020-14](#) due to the COVID-19 Public Health Emergency.

DEPARTMENT	ITEM
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<p>Disaster Management Signed by Gary Schmidt – 4-19-2021 Request for Ratification by the BCC At the 4-22-2021 Business meeting.</p>	<p>First is an amendment to an Intergovernmental Agreement with the City of Lake Oswego for COVID-19 testing and vaccine administration. This amendment revises the compensation language to bring it in line with the other Fire Agencies providing the same service. The contract value remains at \$150,000. Funding is State CARES funds via the Local Public Health Authority. No General Funds. The contract ends on December 31, 2021.</p>
<p>Disaster Management Signed by Gary Schmidt – 4-19-2021 Request for Ratification by the BCC At the 4-22-2021 Business meeting.</p>	<p>Second and Third is an Intergovernmental Agreement with the Hoodland Fire District, and the Sandy Fire District, for COVID-19 testing and vaccine administration. The contract value is \$150,000 per agency. Funding is State CARES funds via the Local Public Health Authority. No General Funds. The contracts end on December 31, 2021.</p>

Commissioner Fischer: Moved to ratify item
Commissioner Savas: Second
the Clerk called the Poll
Commissioner Fischer: Aye.
Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Commissioner Shull: Aye.
Chair Smith: Aye –the motion carries 5-0.

V. COMMISSIONERS COMMUNICATION <https://www.clackamas.us/meetings/bcc/business>

Commissioner Shull: I would like to put on the record that I am changing my vote on his censure in January from a Yes to a No.

Adjourned 12:11PM



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Purchase HPE Aruba network switches for access layer networks in County buildings

Purpose/Outcome	<i>Replace aging and out of support network switches across all County buildings. This will improve network performance, reliability, feature/functionality, and help ensure the County can meet security based compliance requirements for CJIS, HIPAA, etc.</i>
Dollar Amount and Fiscal Impact	<i>\$231,209.97 Total Purchase cost from CDW</i>
Funding Source	<i>Existing Technology Services Allocated budget. Specifically, 747-0227 capital fund.</i>
Duration	<i>FY 2021</i>
Previous Board Action/Review	<i>Issues Hearing 4/27/21</i>
Strategic Plan Alignment	<i>Direct support for County and Technology Service initiatives to: Build a strong infrastructure Build public trust through good government</i>
Counsel Review	<i>Counsel Reviewed approved transaction method 4/20/21 Counsel Initials: AN</i>
Procurement Review	<i>Was this project processed through procurement? Yes</i>
Contact Person	<i>Dave Devore (503) 723-4996</i>

BACKGROUND:

Clackamas County's access switching network equipment is approaching or past End-of-Support (EoS) status. This situation provided an opportunity to evaluate the current landscape for access switching products from competing vendors and establish a standard for the next rollout cycle as these aging devices are replaced.

Access layer network switches are the devices that computers, printers, cameras, sensors and related technology equipment connect to directly via physical cables. The access layer network

switches are then connected to campus distribution switches and ultimately network and related IT infrastructure within the County datacenters.

Funds for this Agreement are budgeted in the Technology Services budget in Fund 747 Program 227. TS the cost of this purchase is fully accounted for in FY 21

PROCUREMENT PROCESS:

Technology Services staff obtained three quotes from vendors for the exact same services quantities. The quotes ranged \$265,199.00 to \$231,209.97. The lowest cost quote is under contract that meets the requirements of Permissive Cooperative Procurements under LCRB Rule C-046-0430. By obtaining multiple quotes and taking advantage of a special pricing offer under a cooperative contract, Technology Services was able to realize substantial cost savings for the County.

RECOMMENDATION:

Staff respectfully recommends approval of the purchase of HPE Aruba network switches through CDW. Staff further recommends that the Board delegate authority to the Technology Services Director to sign agreements necessary in the ongoing performance of this agreement.

Respectfully submitted,



David Cummings, CIO
Director, Clackamas County Technology Services

Placed on the _____ Agenda by the Procurement Division.

Approval of purchase _____
Chair

Recording Secretary



Bid/Quote Tabulation Form

PACS 47
Board memo
4/12

To be used for all purchases between \$5,000.01 - \$50,000.00, unless otherwise approved by Procurement. Three bids must be obtained from different vendors.

Date: 3-24-21

To: Procurement Division: PACSrequest@clackamas.us

Contract Facilitator:	Casi Potter, Stephanie Cry	Phone Ext:	8322
Contract Administrator:	Chris Fricke	Phone Ext:	4941
Department/Division:	Technology Services		

Were at least three bids/quotes obtained? Yes No, explain reason:

Reason:

Bid/Quote #	Vendor Name	Price	Not Quoting
#1	Connection	265,199.00	<input type="checkbox"/>
Date Contacted	3/16/21	Date bid/quote received	3/17/21
#2	CDW	231,209.97	<input type="checkbox"/>
Date Contacted	3/16/21	Date bid/quote received	3/18/21
#3	SHI	260,580.62	<input type="checkbox"/>
Date Contacted	3/16/21	Date bid/quote received	3/22/21
#4			<input type="checkbox"/>
Date Contacted		Date bid/quote received	

Selected Vendor: CDW

Contact Name: Adam Ryan Email: AdamRya@cdw.com

Address: 120 S Riverside plz Phone: 312-705-8589

Chicago IL 60606

Account String: 747-0227-00-485330

Generally the contract should be awarded to the vendor with the lowest price conforming Bid/Quote. If you request exception to the low price award, explain justification:

Reason:

How is the purchase to be completed?

- Department Issued Field PO # Request that Procurement Issue PO, Create Contract, or pay with Procurement P-Card.
- [Purchase of Goods only]*

Goods & Services/Professional

Contract Effective Date:

Contract Expiration Date:

Construction Trades

Substantial Completion:

Final Completion:

BOLI/Davis Bacon No Yes

CCB#:

Is this project grant funded? No Yes – If Yes, attach a copy of the grant.

Note: You must submit subrecipient vs. contractor determination if grant funded.

By submission of this Bid/Quote Tabulation Form, I certify that there are sufficient funds in the above referenced account string for the purchase.

Budget Authority Approval: Date: 12-23-20

Submit with Form: All written quotes, scope of work, and any specifications sent to vendors

Dave DeVore for
Dave Cummings



CLACKAMAS
C O U N T Y

Technology Services

HPE Aruba Network Hardware

Scope of work 2020

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1. Scope

Clackamas County Technology Services (CCTS) has recognized the need to replace aging and out of support network switches across all County buildings. This will improve network performance, reliability, and help ensure the County can meet compliance requirements for CJIS, HIPAA, or other similar rulesets. The intent of this document is to provide an overview of the new design as well as insight into the factors that have led us to choose this design strategy.

2. Background

Clackamas County's access switching network equipment is approaching or past End-of-Support (EoS) status. The bulk of the edge/access network hardware located in data closets around the County are Cisco Catalyst 2960S, which are already EoS. More recent deployments have also used Juniper EX3300 models, which have recently had an EoS announcement published as well.

This situation provided an opportunity to evaluate the current landscape for access switching products from competing vendors, and establish a standard for the next rollout cycle as these aging devices are replaced.

Access layer network switches are the devices that computers, printers, and related equipment connect to directly via physical cables. They are patched in from wall jacks within office spaces to network switches in data closets within County buildings. The access layer network switches are then connected to campus distribution switches and ultimately network and related IT infrastructure within the County datacenters.

3. Goals

For the next generation of the County's access layer network switches, CCTS has considered several technology goals in our aim to modernize the switching infrastructure with consideration to security and integration to public cloud infrastructure.

3.1. Standards Based

The selected solution needs to support all modern network protocols and switch features including (but not limited to) STP, LACP, 802.1x, port-security, PoE+ support, dedicated stacking ports (preferably modular), ~80+ Mpps chassis throughput, 10Gb or higher uplink port capacity, modular (and optionally redundant) power supplies..

3.2. Modular

In addition to providing the features listed above. The network switch design should be modular in that components can added or removed based on the needs of a particular site without having to change the model of the switch. This enables the same switch model to be flexible enough to serve multiple roles (ie 1Gb vs 10Gb, stacking, POE options, power supplies, etc.).

3.3. POE Support

POE (Power Over Ethernet) is required to support all existing wireless access points, security cameras, and potentially other networked appliances that don't have independent power supplies. The best solution will be able to provide full POE support to half or better ports per switch.

3.4. Integration

The County has invested heavily into wireless networking and security solutions. The best networking solution will integrate with the existing network topologies (such as multicast or wireless infrastructure) and not require any proprietary integration software or hardware.

3.5. Cost

Considers total cost of ownership for acquisition, maintenance, licensing, and expansion/upgrades.

3.6. Additional features considered

While not priority requirements, some solutions allow for additional features that differentiate between solution offerings and provide unanticipated value.

4. Solutions Overview

For simplicity we've narrowed down the scope of solutions overviewed in this document to the specific brands and models that were the top candidates after a competitive research and review process.

4.1. Cisco

The Cisco Catalyst 9200 48-port switch has fixed or modular uplinks. Cheaper option is to get the 4x fixed 10GE. The C9200L-48P-4X would be our standard 48-port PoE version. It seems to be a \$7275 list price or so. It doesn't come with a stacking module, which needs to be bought separately. The 9200 is positioned as the replacement for the 2960X, but it's also brand new as of Dec 2018.

4.2. Juniper

The Juniper EX3400 48-port switch has dedicated 40Gb stack ports, dual power supply option, hot swappable PS and fan modules, and supports the new ELS code base. Online pricing that suggests a 48-port PoE EX3400 would run about \$8150. This switch has been on the market about 2.5 years as of Dec 2018.

4.3. HPE

The HPE Aruba 2930M switch has multiple variants based on PoE and port density/speed needs. All models have a stacking module slot (module purchased separately) and 2 power supply slots. Pricing is based on the loadout, but looks to be in the \$6500 list range. It has been on the market approx. 18 months as of Dec 2018.

5. Solution comparison

5.1. Solution Summary

Given the goals outlined in section 3, we reviewed multiple top tier solutions to meet our objectives. The comparison and notes in the matrix below represent the top solutions compared and is not exhaustive of every solution considered.

5.2. Scoring Matrix

	Cisco	Juniper	HPE Aruba	Winner
Standards Based 3.1	Supports All standard protocols.	Supports All standard protocols.	Supports All standard protocols.	Tie for all
Modular 3.2	Multiple models required for various configuration scenarios. Single power supply only	Most components hot swappable. Capable of dual power supply.	Most components hot swappable. Capable of dual power supply. Has more options than others	HPE Aruba
POE Support 3.3	Meets/exceeds expectations	Meets/exceeds expectations	Meets/exceeds expectations	Tie for all.
Integration 3.4	Compatible with existing network. No discernable advantages or disadvantages.	Compatible with existing network. No discernable advantages or disadvantages.	Integrates directly with existing wireless infrastructure(also HPE Aruba) to simplify administration.	HPE Aruba
Other features 3.5	No notable extras.	Dual power provides superior high availability.	Supports Dynamic Segmentation for added security functionality when paired with HPE Clearpass.	HPE Aruba
Cost 3.6	Second most expensive to buy. Annual maintenance for hardware and licenses required.	Most expensive to buy and maintain. Annual maintenance for hardware required.	Lowest overall cost to purchase. Hardware maintenance included for life. No licensing costs.	HPE Aruba
Final	Basic feature set and no real added value beyond brand recognition.	Excellent technology but most expensive to own overall.	Lowest TCO, most modular and added functionality for security and integrated administration.	HPE Aruba

5.3. Conclusion

Our recommendation is to standardize on the Aruba 2930M high performance, PoE+, stacking, multi-gigabit Ethernet switch for upcoming access switch purchases.

The platform is a rebranding of the long-running HPE switch product line, which has a strong industry presence. We have evaluated this equipment onsite in our lab, testing a multitude of features, performance metrics, and interoperability checks, and have found it to be as advertised. Furthermore, the operating system running on these switches is somewhat Cisco-like, such that it will be no problem for the network admin team to adapt to the new OS.

The selected 2930M model has some future-proofing features including modular dual-power supplies for powering more demanding PoE devices such as newer wireless APs and video cameras. It also supports multi-gigabit ports for emerging high-bandwidth wireless APs. The switches also have additional proprietary functionality called Dynamic Segmentation which would come into play when we finish the deployment of Aruba's ClearPass identity-management product. The Dynamic Segmentation feature would allow us to employ "colorless" ports that can dynamically adjust VLAN assignment and security profile based on the type of device connected to it (county-managed laptop, guest laptop, printer, IoT, etc.). It's also worth noting that our wireless networks have already been standardized on HPE Aruba hardware.

Aruba is aggressive on pricing, with list prices observably lower than the competition and simplified licensing model that is pro-customer when compared to Cisco, for example. Another primary factor in our decision to recommend Aruba is their popular lifetime hardware warranty, which reduces maintenance costs.

We believe the solution provided by HPE Aruba best meets the goals for our access switching in the foreseeable future.

QUOTE CONFIRMATION



DEAR TS PURCHASING,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LZLK579	3/15/2021	ARUBA	11239970	\$231,209.97

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HPE stacking cable - 3.3 ft Mfg. Part#: J9735A UNSPSC: 26121609 Contract: Oregon IT Hardware VAR Contract (5603)	4	4361343	\$101.02	\$404.08
HPE stacking cable - 1.6 ft Mfg. Part#: J9734A UNSPSC: 26121609 Contract: Oregon IT Hardware VAR Contract (5603)	19	4361342	\$80.82	\$1,535.58
HPE Aruba - expansion module Mfg. Part#: JL083A UNSPSC: 43201404 Contract: Oregon IT Hardware VAR Contract (5603)	45	4360867	\$669.33	\$30,119.85
HPE Aruba X372 - power supply - hot-plug / redundant - 680 W Mfg. Part#: JL086A#ABA UNSPSC: 39121004 Contract: Oregon IT Hardware VAR Contract (5603)	100	4360870	\$385.00	\$38,500.00
HPE Aruba 2930M 48G POE+ 1-Slot - switch - 48 ports - managed - rack-mounta Mfg. Part#: JL322A UNSPSC: 43222612 Contract: Oregon IT Hardware VAR Contract (5603)	50	4524263	\$2,964.37	\$148,218.50
HPE Aruba - network stacking module Mfg. Part#: JL325A UNSPSC: 43201404 Contract: Oregon IT Hardware VAR Contract (5603)	23	4554280	\$540.52	\$12,431.96

PURCHASER BILLING INFO	SUBTOTAL	\$231,209.97
Billing Address: CLACKAMAS COUNTY TECHNOLOGY SERV 121 LIBRARY CT ACCTS PAYABLE OREGON CITY, OR 97045-4039 Phone: (503) 655-8322 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$231,209.97
	DELIVER TO	
		Please remit payments to:

Shipping Address:
 CLACKAMAS COUNTY
 TECHNOLOGY SERV
 121 LIBRARY CT
 ACCTS PAYABLE
 OREGON CITY, OR 97045-4039
Phone: (503) 655-8322
Shipping Method: DROP SHIP-GROUND

CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION



Adam Ryan

(866) 682-0927

adamrya@cdw.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$231,209.97	\$6,136.31/Month	\$231,209.97	\$7,105.08/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

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SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Kenneth Whittenburg
Phone: (800) 800-0019 ext. 34054
Fax: (603) 683-0918
Email: kenneth.whittenburg@connection.com

25125817.02

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 3/17/2021
Valid Through: 4/16/2021
Account #: S01829

Account Manager:
Phone:
Fax:
Email:

Customer Contact: Chris Fricke
Email: chrisfri@co.clackamas.or.us

Phone: (503) 723-4941
Fax:

QUOTE PROVIDED TO: AB#: 9054103 CLACKAMAS COUNTY FINANCE DEPARTMENT 2051 KAEN ROAD PUBLIC SVCS BLDG OREGON CITY, OR 97045 (503) 742-5444	SHIP TO: AB#: 15472659 CLACKAMAS COUNTY CHRIS FRICKE 121 LIBRARY CT OREGON CITY, OR 97045 (503) 723-4941
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DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	1,340.00 lbs	Net 30	R160202

Important Notice: — THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our NIPA-TCPN Contract # R160202. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	50	33822748	JL322A	2930M 1U RM L3 Managed Switch ARM Cortex-A9 1.0GHz / 1GB RAM / 4GB Flash / 44xGbE PoE+ / 4xGbE Aruba HPE	Aruba HPE	\$ 3,559.38	\$ 177,969.00
2	45	30945849	JL083A	4-port SFP+ 3810M Module for Aruba Aruba HPE	Aruba HPE	\$ 708.15	\$ 31,866.75
3	100	30945873	JL086A#ABA	Aruba X372 54VDC 680W P / S Aruba HPE	Aruba HPE	\$ 400.31	\$ 40,031.00
4	23	33822756	JL325A	Aruba 2930 2-Port Stacking Module Aruba HPE	Aruba HPE	\$ 571.86	\$ 13,152.78
5	4	15264210	J9735A	2920 Stacking Cable, 1m Aruba HPE	Aruba HPE	\$ 115.80	\$ 463.20
6	19	15264201	J9734A	2920 Stacking Cable, 0.5m Aruba HPE	Aruba HPE	\$ 90.33	\$ 1,716.27
						Subtotal	\$ 265,199.00
						Fee	\$ 0.00
						Shipping and Handling	\$ 0.00
						Tax	Exempt!
						Total	\$ 265,199.00



ORDERING INFORMATION
GovConnection, Inc. DBA Connection
National IPA Contract #R160202
Contract Expiration: 31 July 2021

Please contact your account manager with any questions.

Ordering Address
GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Remittance Address
GovConnection, Inc.
Box 536477
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

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If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one:
<https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Please forward your Contract or Purchase Order to: SLEDOPS@connection.com
QUESTIONS: Call 800-800-0019
FAX: 603.683.0374



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Created On: 3/22/2021
Valid Until: 4/22/2021

County of Clackamas

Chris Fricke

OR
United States
Phone: (503) 655-8322
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Email: CFricke@clackamas.us

Inside Account Manager

Alexander Clark

3828 Pecana Trail
Austin, TX 78749
Phone: 800-527-6389 EXT:
Fax:
Email: alexander_clark@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 HEWLETT PACKARD ENTERPRISE : Aruba 2930M 48G PoE+ 1-slot Switch Hewlett Packard Enterprise - Part#: JL322A Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	50	\$3,499.09	\$174,954.50
2 HEWLETT PACKARD ENTERPRISE : HP Stackable 4p 10GbE SFP+ Module Hewlett Packard Enterprise - Part#: JL083A Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	45	\$696.15	\$31,326.75
3 HEWLETT PACKARD ENTERPRISE : HP X372 54VDC 680W 100-240VAC PS Hewlett Packard Enterprise - Part#: JL086A#ABA Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	100	\$393.52	\$39,352.00
4 HEWLETT PACKARD ENTERPRISE : Aruba 2930 2-port Stacking Module Hewlett Packard Enterprise - Part#: JL325A Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	23	\$562.17	\$12,929.91
5 HEWLETT PACKARD ENTERPRISE : HP 2920 1.0m Stacking Cable Hewlett Packard Enterprise - Part#: J9735A Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	4	\$105.08	\$420.32
6 HEWLETT PACKARD ENTERPRISE : HP 2920 0.5m Stacking Cable Hewlett Packard Enterprise - Part#: J9734A Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	19	\$84.06	\$1,597.14
		Total	\$260,580.62

Additional Comments

Please Note: Hewlett Packard Enterprise has a zero returns policy on custom build machines.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Purchase orders and inquiries can be sent to the team at TeamOregon@shi.com.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Cheryl Bledsoe, Director
Department of Communications

Communications and Emergency Operations Center
2200 Kaen Road, Oregon City, OR 97045

STAFF REPORT

May 6, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Emergency Triage, Treat and Transport (ET3) Model Medical Triage Line Funding Opportunity

Purpose/Outcomes	Request permission to apply for a 2-year grant which would pilot provision of a nurse triage line connected to 911 as an alternate service delivery model for low acuity EMS calls
Fiscal Impact	May receive up to \$1.175M over 2-year period. Project would aim to identify post-grant sustainable funding sources in partnership with community health, hospitals & EMS providers. No match or commitment required from County General Fund.
Contact Person	Cheryl Bledsoe, C-COM Director (971) 284-3091 Philip Mason-Joyner, Public Health Director (503) 742-5956

BACKGROUND:

In Clackamas County, people call 911 for a variety of reasons. It is from these calls that our telecommunicators determine whether police, fire or medical assistance is needed. And in 2020, we received just over 27,000 calls which required support from our Emergency Medical System (EMS) paramedics & firefighters.

Like in many 911 agencies, we most commonly dispatch fire & ambulance responses to most scenes that request medical assistance. But we know that not every medical call requires a fire truck, ambulance and trip to a local emergency room. In fact, research studies from REMSA (Regional Emergency Medical Services Authority) suggested that 6% of call volume could be more effectively handled through a nurse triage line than via initiation of an ambulance.

The Center for Medicare & Medicaid Innovation (CMS) has opened a 2-year funding opportunity for 911 centers in geographic areas where there is signed participation agreement between CMS and ambulance providers that have been identified as ET3 Model Participants. In Oregon, only Clackamas and Multnomah counties qualify as applicants for these grant funds due to AMR's participation agreement.

The purpose of this funding is to reduce inappropriate use of emergency ambulance services and potentially increase efficiency of our EMS system for residents of Clackamas County by introducing a connected nurse triage line to our 911 operations centers. These funds would allow CCOM to pilot a program which would provide a "warm handoff" of information to a nurse triage line. This means that a resident would not have to start all over in telling their medical story after a call is transferred.



**Cheryl Bledsoe, Director
Department of Communications**

Communications and Emergency Operations Center
2200 Kaen Road, Oregon City, OR 97045

This creative program would allow 911 to connect residents to services that may be more applicable to their own unique medical situation and minimize the burden on the healthcare system to treat every medical with the same set of resources.

This funding opportunity provides 2 years of funding to selected applicants and would include a planning process to determine how to achieve sustainable funding, if the program is determined to be successful. This work effort aligns with the Clackamas County EMS Council's Strategic Plan that the Board adopted in 2019. The EMS Council collectively approved of this effort to seek Board of County Commissioner support for this project on April 27, 2021.

Setting up direct 911 access to nurse triage has been identified as one of the after-action items from our COVID-19 experience. Throughout the pandemic, hospitals, healthcare and 911 programs have had many discussions about how to set up access to nurse triage to assist with COVID-19 calls if the hospitals became overwhelmed. While to date, this hospital scenario has not fully actualized, services such as this can be of particular benefit whenever a hospital system finds itself in a bed shortage.

Lake Oswego Communications (LOCOM) is also moving forward with a parallel grant application. Both CCOM and LOCOM will work together so that all of the residents of Clackamas County have access to this service, if we are selected as pilot locations for nurse triage.

The deadline for application is May 11, 2021.

RECOMMENDATION:

C-COM and H3S Staff requests permission to apply for this funding opportunity by the May 11, 2021 deadline.

Sincerely,

Cheryl Bledsoe,
C-COM Director

Philip Mason-Joyner,
Public Health Director

**U.S. Department of Health and Human Services
Centers for Medicare & Medicaid Services
Center for Medicare and Medicaid Innovation**

**Emergency Triage, Treat, and Transport (ET3) Model
Medical Triage Line**

Notice of Funding Opportunity Type: New

Funding Opportunity Award Type: Cooperative Agreement

Notice of Funding Opportunity Number: CMS-2F2-21-001

Federal Assistance Listing Number: 93.381

Notice of Funding Opportunity Posting Date: March 12, 2021

Applicable Dates:

Letter of Intent to Apply Due Date: N/A

Electronic Application Due Date: May 11, 2021 3:00 pm Eastern Standard Time

Anticipated Issuance Notice(s) of Award: September 10, 2021

Anticipated Period of Performance: 2 years

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Executive Summary

The Emergency Triage, Treat, and Transport (ET3) model (the “model”) is a voluntary, five-year payment model that will provide greater flexibility to ambulance care teams to address emergency health care needs of Medicare Fee-for-Service (FFS) beneficiaries following a 911 Call. ET3 consists of three interventions: the treatment in place and transport to an alternative destination interventions described in the Request for Applications, and the triage intervention described in this Notice of Funding Opportunity (NOFO). Together, these interventions make up a comprehensive model for potentially improving the quality of care and lowering costs to Medicare by reducing avoidable transports to hospital emergency departments (EDs) and avoidable inpatient admissions.

Through the ET3 model NOFO, Centers for Medicare & Medicaid Services (CMS) will fund recipients to establish or expand a Medical Triage Line. Eligible applicants are state and local governments, their Designees, or other entities that operate or have oversight over a Public Safety Answering Point (PSAP). A Medical Triage Line funded through the ET3 model will allow existing PSAPs to redirect Callers with non-emergency conditions to appropriate care alternatives.

HHS Awarding Agency	Centers for Medicare & Medicaid Services (CMS)
CMS Awarding Center	Center for Medicare and Medicaid Innovation
Notice of Funding Opportunity Title	Emergency Triage, Treat, and Transport (ET3) Model
Authorization	Section 1115A of the Social Security Act (the Act)
Federal Assistance Listings Number	93.381
Funding Opportunity Type	New
Funding Opportunity Number	CMS-2F2-21-001
Type of Award	Cooperative Agreement
Type of Competition	Open to all Eligible Applicants
Letter of Intent	N/A
Application Due Date and Time	May 11, 2021 by 3:00 pm EST (Baltimore, MD)
Anticipated Issuance Notices of Award	September 10, 2021
Period of Performance Start Date	September 10, 2021
Period of Performance End Date	September 9, 2023
Anticipated Total Available Funding	\$34,000,000
Maximum Award Amount	Up to \$1,175,000
Maximum Number of Awardees	40

A. Program Description

A1. Purpose

CMS, through its Center for Medicare and Medicaid Innovation (Innovation Center), seeks applications for the triage intervention of the ET3 model. This intervention will test whether the establishment or expansion of Medical Triage Lines integrated with the PSAP can reduce inappropriate use of emergency ambulance services and increase efficiency in Emergency Medical Services (EMS) systems.

The ET3 Model aims to:

- Provide person-centered care, such that beneficiaries receive the appropriate level of care delivered safely at the right time and place while having greater control of their health care through the availability of more options.
- Encourage appropriate utilization of services to meet health care needs effectively.
- Increase efficiency in the EMS system to allow for more rapid response to time-sensitive conditions.

This NOFO is open to state and local governments, their Designees, or other entities that operate or have authority over a PSAP and are located in geographic regions where ambulance suppliers and providers have been selected to participate in the ET3 model. Model Participants were selected through a separate Request for Applications process. A list of Model Participants and the regions where the model will be implemented can be found on the ET3 website ([CMS link to ET3 initiatives](#)). An applicant to this NOFO must propose to operate the Medical Triage Line in a Geographic Region that includes at least one ZIP code of a Participant's Model Region.

CMS will award, through a competitive process, cooperative agreements to up to 40 Recipients. The triage intervention of the model will be tested for a two-year period, pending availability of funds. Funding for the second year will be issued via a non-competing continuation award. The parameters for the triage intervention of the model are described throughout this NOFO.

A2. Authority

Section 1115A of the Social Security Act (the Act) authorizes the Secretary of the Department of Health and Human Services to test innovative payment and service delivery models expected to reduce Medicare, Medicaid, or CHIP expenditures while preserving or enhancing the quality of care.

Under section 1115A(d)(1) of the Act, the Secretary of Health and Human Services may waive such requirements of Titles XI and XVIII and of sections 1902(a)(1), 1902(a)(13), and 1903(m)(2)(A)(iii), and 1934 (other than subsections (b)(1)(A) and (c)(5) of such section) as may be necessary solely for purposes of carrying out section 1115A with respect to testing models described in section 1115A(b). For this model and consistent with this standard, the Secretary may consider issuing waivers of certain fraud and abuse provisions in sections 1128A, 1128B, and 1877 of the Act. Waivers are not being issued in this document; waivers, if any, would be set forth in separately issued documentation. Thus, notwithstanding any other provision of this NOFO, all Recipients, sub-recipients, and all other relevant individuals or entities must comply with all applicable laws and regulations, except as explicitly provided in any such separately documented waiver issued pursuant to section 1115A(d)(1) specifically for the ET3 model. Any

such waiver would apply solely to the ET3 model and could differ in scope or design from waivers granted for other programs or models.

CMS provides no opinion on the legality of any contractual or financial arrangement that an applicant proposes, implements, or documents. The receipt by CMS of any such information in the course of the Application process or otherwise shall not be construed as a waiver or modification of any applicable laws, rules, or regulations, and will not preclude CMS, HHS, a law enforcement agency, or any other federal agency from enforcing any and all applicable laws, rules, and regulations.

A3. Background

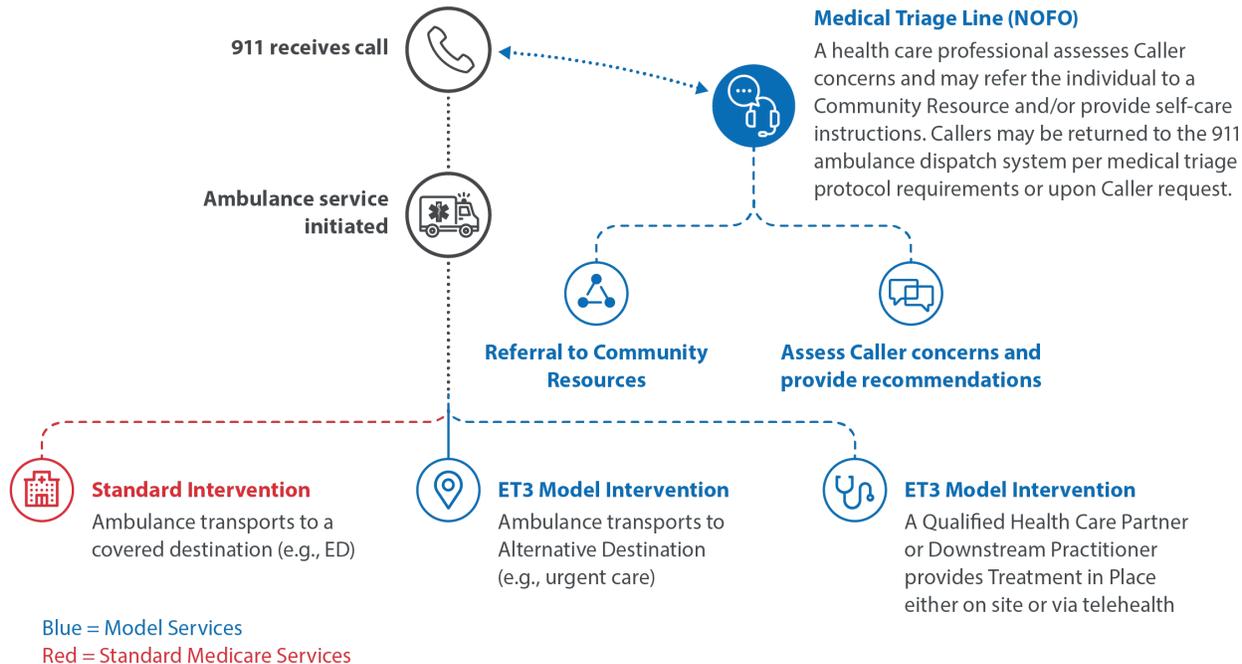
The ET3 model will support the implementation of a Medical Triage Line integrated into a PSAP in an eligible region. Evidence suggests medical triage programs integrated with PSAPs are becoming more widely adopted. While most studies of telephone-based interventions focus on medical advice lines rather than on secondary triage as part of 911 medical dispatch, large-scale application of 911 prioritization systems is beginning to create a robust evidence base to support their accuracy in categorizing medical emergencies over the phone. A study in Texas aimed at examining an ED diversion collaboration to divert lower acuity patients from EDs to more appropriate levels of care determined that 6% of all EMS calls were diverted to a Medical Triage Line rather than initiation of an ambulance.¹ Numbers published by The Regional Emergency Medical Services Authority (REMSA) suggest that their medical triage program had roughly a 2.5% to 3% dispatcher transfer rate from 911 to the triage nurse.² Among these and other programs, findings suggest accuracy in medical dispatcher evaluation of low-acuity cases and that there is potential for avoidable transports to hospital EDs. Through the ET3 model, the Innovation Center intends to allocate cooperative agreement funding to implement Medical Triage Lines integrated with 911 dispatch systems to reduce inappropriate use of emergency ambulance services and potentially increase efficiencies in EMS systems.

Separately from this NOFO, the Innovation Center has selected ambulance suppliers and providers based on criteria in the Request for Applications that would provide greater flexibility to ambulance care teams to address emergency health care needs of Medicare FFS beneficiaries following a 911 Call. Medicare regulations have historically only allowed payment for emergency ground ambulance services when individuals are transported to hospitals, critical access hospitals, skilled nursing facilities, and dialysis centers. This creates an incentive to bring beneficiaries to high-acuity, high-cost settings (e.g., EDs), even when a lower-acuity, lower-cost setting may more appropriately meet an individual's needs. The ET3 model payment arrangements implemented through model participation agreements may change these misaligned incentives and have the potential to improve the quality of care and lower costs to Medicare by reducing avoidable transports to the hospital ED and potentially reducing avoidable inpatient admissions. The model structure consists of three interventions: triage, treat, and transport, as seen in Figure 1.

¹ Murphy, E. R., Petrovich, J.. (2017). 9-1-1 Triage: Implications of an Emergency Diversion Collaboration Effort. *Perspectives on Social Work*, 13(1), 23-29

² Smith, L. R., Amico, P., Hoerger, T., Jacobs, S., Payne, J., & Renaud, J. (August 2017). Evaluation of the Health Care Innovation Awards: Community resource planning, prevention, and monitoring: Third annual report addendum. RTI International.

Figure 1: Overview of ET3 Model



A4. Program Requirements

A 4.1 Key Terms

The following key terms will be used throughout this NOFO:

911 Call: A three-digit or seven-digit telephone number used by a Public Safety Answering Point (PSAP) to facilitate the reporting of an emergency requiring response.

911 Telecommunicator: A call taker/dispatcher at a PSAP qualified to answer incoming 911 Calls and/or to provide the appropriate emergency response.

Caller: Any individual that initiates a 911 Call to the Recipient’s PSAP.

Community Resource: An entity that is included on the Recipient’s Resource List as an appropriate alternative source of care to sending the Caller to the ED.

Designee: An entity that operates a PSAP through a valid agreement with, or other authorization from, a state or local government.

Functional Medical Triage Line: A Medical Triage Line that is accepting transfers from 911 Telecommunicators and has the capacity to provide all Triage Core Functions.

Geographic Region: The geographic area and population served by the Medical Triage Line under the ET3 model.

Implementation Plan: A written plan for implementing the Medical Triage Line that addresses each element set forth in section D2.d.II of this NOFO, and updated in accordance with section F5. of this NOFO.

Medical Triage Line: A telephone triage service staffed by Triage Line Staff that receives transfers from 911 Telecommunicators and utilizes protocols with the purpose of identifying which Callers may not need ambulance transport and instead may be navigated towards more appropriate sources of care, including alternative Community Resources, Caller's usual source of care, or the provision of self-care instruction while focusing on triage appropriateness and safety.

Model Participant: An entity that is a Medicare-enrolled ambulance provider or supplier that has entered into a participation agreement with CMS to participate in the ET3 model.

Model Region: The counties or equivalent entities where a Model Participant offers Medicare-covered ground ambulance transport, transport to an alternative destination and, if applicable, treatment in place to ET3 model beneficiaries during the model performance period.

Optional Functions: The optional activities of the Medical Triage Line that help the Caller coordinate and access the care that is recommended by the Triage Line Staff, as appropriate.

Public Safety Answering Point (PSAP): An entity responsible for receiving 911 Calls, as either a primary or secondary PSAP, and processing those 911 Calls according to a specific operational policy.

Recipient: An entity that operates or has authority over a PSAP that has been awarded funding through a cooperative agreement with the Innovation Center to test the ET3 Medical Triage Line intervention.

Resource List: A list of Community Resources that may be recommended by the Triage Line Staff to Callers referred to a Medical Triage Line as a component of the Recipient's Medical Triage Line intervention.

Support Staff: Optional staff of the Recipient that are not Triage Line Staff and who do not provide clinical guidance to Callers. These staff members may support non-clinical Medical Triage Line activities as set forth in a CMS-approved Implementation Plan.

Triage Core Functions: Activities required to be performed by the Triage Line Staff in the operation of the Medical Triage Line, as described in sections A4.4.1 and A4.4.2.

Triage Line Staff: A healthcare professional, who is a registered nurse or holds an equivalent or more advanced clinical licensure (e.g., clinical nurse specialist, certified nurse practitioner, physician's assistant, or physician (MD or DO)), and carries out the Triage Core Functions of the Medical Triage Line and, if applicable, Optional Functions.

Warm Handoff: The process by which a 911 Telecommunicator, the Triage Line Staff or Support Staff, or a Community Resource, with the Caller on the line, verbally relays to another entity (e.g., the Caller's usual source of care, a Community Resource, or Triage Line Staff) Caller information, which may include the Caller's chief complaint, symptoms, and past history, such that the Caller does not need to repeat their information and concerns.

A 4.2 Eligible Applicants

Entities described in section C1 may apply to receive funding for the development or expansion of a Medical Triage Line. This Medical Triage Line will identify Callers that may not require ambulance dispatch and discuss Caller concerns to determine if these low-acuity Callers should

be routed to more appropriate care, such as an urgent care center, Caller's usual source of care, or a behavioral health center. By triaging these Callers, this intervention of the ET3 model is expected to contribute to the overall model goals to provide the right care at the right time and place, while reducing healthcare utilization and costs associated with avoidable ED visits and hospitalizations. By allowing beneficiaries with lower-acuity needs the opportunity to access care in more appropriate settings through the medical triage process, the ET3 model could also free up EMS time and resources to focus on high-acuity cases.

An entity must meet all of the following criteria in order to be eligible to apply to this NOFO:

- Is a state or local government entity or its Designee, or another entity that operates or has authority over a PSAP. A Designee or another entity must be one of the types of eligible entities described in section C1. If the applicant is a Designee, the applicant must describe the existing agreement or authorization between the applicant and the state or local government entity that authorizes applicant to implement a Medical Triage Line in the proposed Geographic Region. If the applicant is any other type of entity, the applicant must demonstrate in its application that it has the authority to operate or control a PSAP and implement a Medical Triage Line in its proposed Geographic Region.
- Has the authority to implement a Medical Triage Line in its Geographic Region
- Proposes to implement or expand a Medical Triage Line in a Geographic Region that includes at least one ZIP code in a Model Participant's Model Region
- Operates or has authority over the PSAP that receives 911 Calls in a Geographic Region that includes at least one ZIP code in a Model Participant's Model Region as well as the authority to implement the triage intervention of the ET3 model integrated with the PSAP. A full list of Model Participants is available on the ET3 model website ([CMS link to ET3 initiatives](#)).

A 4.3 Period of Performance and Associated Funding Structure

Each Recipient will have the opportunity to implement or expand upon an existing Medical Triage Line during two distinct stages: Pre-Implementation (Year 1); and Implementation and Operation (Year 2). To receive funding for Year 2, applicants must submit a non-competing continuation application and meet established performance measurement requirements. Additional instructions will be included in the terms and conditions of award.

Table A lays out examples of required activities each Recipient may undertake during each stage as well as associated funding types.

Table A. Required Recipient Activities and Associated Funding by Stage

Stage	Required Recipient Activity	Funding
<p>Pre-Implementation (Year 1)</p>	<ul style="list-style-type: none"> • Establish or evaluate current infrastructure such as physical space, hardware, and software systems, and equipment • Establish or expand capacity for the Medical Triage Line • Review or develop and test triage protocols and revise as necessary • Complete ongoing training for personnel • Establish systems and processes for submitting quarterly and annual reports, including all required qualitative and quantitative data to CMS as required in Section F5. • Develop or update a staffing plan and recruit, hire and train personnel • Implement a Functional Medical Triage Line • Develop coordination and relationships with payers and other funding sources to contribute to the development, maintenance, and sustainability of the Medical Triage Line • Operate the Medical Triage Line in accordance with the award terms and conditions • Report required data to the Innovation Center in accordance with award terms and conditions, 42 CFR 403.1110, and any other applicable laws, such as the Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy and security regulations 	<ul style="list-style-type: none"> • Annual Implementation Funding
<p>Implementation and Operation (Year 2)</p>	<ul style="list-style-type: none"> • Operate the Medical Triage Line in accordance with the award terms and conditions • Test triage protocols and revise as necessary • Report required data to the Innovation Center in accordance with award terms and conditions, 42 CFR 403.1110, and any other applicable laws, such as the HIPAA privacy and security regulations 	<ul style="list-style-type: none"> • Annual Implementation Funding • Milestone Funding (Note: Milestone Funding will be restricted, is not guaranteed and will be based on Recipient’s performance and reporting requirements during Year 1)

Award amounts will vary based on the needs demonstrated and population served by each applicant in its responses to this NOFO. For example, the amount of funding awarded to support a Recipient during the Pre-Implementation stage would take into account whether the Recipient

proposed to establish a new Medical Triage Line or expand upon an existing line; as well as the size of the Geographic Region in which the Recipient proposes to implement the Medical Triage Line. Milestone Funding will be available during Year 2, subject to availability of funds, based on Recipient's demonstrated performance in establishing or maintaining a functioning Medical Triage Line, and timely reporting of required data to CMS. Further detail regarding required data is provided in section A4.5 and reporting requirements are further detailed in section F5.

A 4.4 ET3 Medical Triage Line Functions

A 4.4.1 General Requirements

Each Recipient must use NOFO funding to establish or expand upon an existing Medical Triage Line that is integrated with the PSAP in the Recipient's Geographic Region. The Medical Triage Line must meet the requirements detailed throughout this NOFO including the implementation of Triage Core Functions with the Recipient's existing PSAP. Recipients may choose to directly connect eligible Callers to an external Medical Triage Line via Warm Handoff, as long as external partners/receiving entities meet the requirements of this NOFO and applicable state and local regulations and requirements. This may include transferring the Caller to another PSAP, another emergency medical dispatch center, or another service provided by a Caller's insurer or usual source of care. NOFO funding may not be used to operate or support an existing non-emergency publicly available line, such as 311 or 211, and may not be used to operate or support separate non-emergency telephone access.

A Recipient may choose to operate the Medical Triage Line either 24 hours a day, seven days a week ("24/7") or during a subset of hours. If the proposed Medical Triage Line will not operate 24/7, the applicant must propose a specific schedule and explain how the proposed schedule will ensure access to the Medical Triage Line during times when low-acuity calls have the highest volume. Additionally, each Recipient must implement Medical Triage Line protocols that are compliant with state, local, and federal requirements and clinical best practices, and are subject to internal quality improvement processes to ensure that quality and safety practices are implemented and tracked.

As defined above, Triage Line Staff must be healthcare professionals, defined as a registered nurse or an individual who holds an equivalent or more advanced clinical licensure (e.g., clinical nurse specialist, certified nurse practitioner, physician's assistant, or physician (MD or DO)) and carries out the Triage Core Functions and, if applicable, Optional Functions of the Medical Triage Line. Applicants who propose to staff the Medical Triage Line with Triage Line Staff who have training and experience specific to emergency medical care will receive preference. It is the responsibility of the Recipient to ensure that all Triage Line Staff are licensed in good standing within the Geographic Region, are not suspended or debarred from participation in any federal health programs, and are not currently under state or federal investigation related to their health care practice.

The Recipient must inform Callers they have the right to refuse or deny care or referrals made by Triage Line Staff and be transferred back to 911. Instances of refusal of Triage Line Staff's recommendations as well as requests to transfer back to 911 should be documented by the Recipient in order to meet reporting requirements outlined in Section A4.5.

Recipients may not use the Medical Triage Line to limit coverage for or access to medically necessary ambulance services including transport to an ED. Each Recipient will be responsible

for ensuring that its Medical Triage Line utilizes appropriate protocols and meets all applicable federal, state, and local requirements.

Cooperative agreement funding awarded through this NOFO is available only to support eligible functions of the Medical Triage Line and is not available to duplicate or supplant existing funding, or to support other services that are provided after or as a result of the Medical Triage Line encounter. For example, ET3 model funding cannot be used for the following:

- To support the costs of services provided by a Community Resource or usual source of care, including to defray patient cost-sharing;
- Transportation; or
- Salaries and fringe benefits for Community Resource personnel.

A 4.4.2 Triage Core Functions (Required)

Triage Line Staff must carry out the following required Triage Core Functions:

- Assess Caller concerns based on predetermined protocols;
- Provide care recommendations to Callers based on protocol-driven assessment;
- Return Callers to 911 via Warm Handoff upon Caller request or based on predetermined protocols;
- Provide Callers with contact information for relevant Community Resources when appropriate; and
- Recommend that Callers contact their regular source of care when appropriate.

If proposed for inclusion as part of the Implementation Plan, Support Staff may only carry out non-clinical activities, such as:

- Conduct a Warm Handoff to transfer a Caller from a 911 Telecommunicator to Triage Line Staff
- Collect Caller demographic information

A 4.4.3 Community Resources (Required)

Each Recipient must have a Resource List comprised of Community Resources. The Recipient must inform Callers that they are making recommendations for them and that they have the right to choose the care they receive. The Resource List must be reviewed by the Recipient and updated on at least a semi-annual basis. The Recipient must identify at least one Community Resource that is a clinic that accepts sliding fee scale payments and include such a clinic on its Resource list. The Resource List must reflect Community Resources that currently have capacity and capability to meet Caller needs as identified by the Recipient. A Recipient's determination as to which individuals or entities are included on the Community Resource List may not take into account or be conditioned upon: (1) whether the individual or entity is serving, or agreed to serve, as a supplemental funding source to Recipient; or (2) the volume or value of referrals between the Recipient and the individual or entity. Recipient shall make the Resource List available to CMS or its contractors upon request or during an audit.

Triage Line Staff will recommend Community Resources from their Resource List that Callers may contact for appropriate care as alternatives to sending the Caller to the ED. Examples of Community Resources include, but are not limited to:

- Urgent care centers

- Primary care clinics
- Behavioral health centers
- Federally Qualified Health Centers (FQHCs) and Rural Health Clinics
- External 211 resource lines or centers
- Substance abuse services
- State and/or local public health agencies
- Civil legal aid organizations
- Foodbanks
- Transportation and paratransit services, taxis, and rideshare
- Homeless and other temporary shelters
- Home health and/or visiting nurse programs
- Early intervention services
- Dentists, podiatrists, optometrists, and other medical professionals

A 4.4.4 Service Coordination (Optional)

Applicant may elect to provide services that help the Caller coordinate and access the care that is recommended by the Triage Line Staff, as appropriate. In these cases, the applicant may earn additional points on their application. Optional Functions will allow the applicant to propose services that meet the applicant community's comprehensive needs for urgent information or support. For any services related to Optional Functions that may or may not be covered by insurance and may require out-of-pocket payments, Triage Line Staff is responsible for informing the Caller that they may be responsible for those costs. Triage Line Staff must perform Optional Functions in accordance with the award terms and conditions and protocols that are compliant with state, local, and federal requirements.

Optional Functions may include, but are not limited to:

- Providing a Warm Handoff to Caller's usual source of care, which may include, but is not limited to, a primary care provider or an Accountable Care Organization (ACO) provider or supplier.
- Providing a Warm Handoff to a Community Resource, such as an FQHC or homeless shelter.
- Assisting the Caller with scheduling an appointment with their usual source of care or a Community Resource.
- Coordinating transportation on behalf of the Caller to a Community Resource or to their usual source of care.

A 4.4.5 Interoperability Plan (Optional)

Applicants may earn additional points on their application for the inclusion of an interoperability plan that details an ability to share patient data among key stakeholders. Many health systems are now accepting financial responsibility for managing patients' care at a population level. These systems often lose the ability to track patients' care following a 911 Call, and it is beneficial to the patient to connect them back to their primary care providers and/or care management system. Additionally, Callers can benefit from knowing when health care resources referred from the Medical Triage Line are in-network and therefore not subject to additional out-of-network cost-sharing.

To foster interoperability between the PSAP, Medical Triage Line, and other care management systems, the applicant may elect to build upon their Medical Triage Line or implement a method of information sharing between the PSAP, Triage Line Staff, Community Resources, Caller's usual source of care (such as an ACO provider or supplier), Caller's insurance companies, and/or other stakeholders outlined in the application submitted in response to this NOFO.

Applicants who propose an interoperability plan with the capability of identifying a Caller's usual source of care and/or insurance provider, as well as a plan to triage that Caller back to their usual source of care in appropriate situations, will receive preference.

The following is a non-exhaustive list of potential capabilities of the interoperability plan:

- Identify means by which the Medical Triage Line would collect the Caller's insurance information
- Determine which Community Resources accept the Caller's insurance
- Reconnect the Caller with their usual source of care
- Notify Caller's usual source of care of the triage interaction and recommendation
- Search for past medical history, medications, allergies, etc.
- Perform electronic notifications to provide relevant clinical data to Caller's usual source of care, insurer or other health information exchange network.

Funding awarded under this NOFO may be used to strengthen an existing data-sharing system or implement a new one, including purchasing hardware and/or software for such systems, for the applicant to achieve its proposed data-sharing goals under this model.

This plan should demonstrate an understanding of state and federal privacy laws and ensure compliance with all applicable standards, including HIPAA privacy and security regulations and 42 CFR Part 2. The plan should clearly identify when and how consent and authorization will be obtained, including written consent when required.

A 4.5 Medical Triage Line Reporting Requirements

Applicants are required to determine a process by which they can collect data in order to provide the data detailed in Section F5 to CMS on a quarterly and annual basis. Each applicant must demonstrate its capacity to submit the data points listed below; however, CMS reserves the right to modify the data requirements, to be finalized in the Terms and Conditions of award:

- Total number of 911 Calls received via Recipient's PSAP by fire, police, medical, as applicable
- Total number of Recipient's 911 Calls routed to Medical Triage Line
- Number of 911 Calls with medical prioritization based upon applicable dispatch protocols
- Number of 911 Calls protocol-eligible to be transferred to Medical Triage Line
- Number of 911 Calls protocol-eligible to be transferred to Medical Triage Line but received during Medical Triage Line off hours
- Number of Callers consenting to be transferred to Medical Triage Line
- Number of 911 Calls answered by Triage Line Staff
- Total number of 911 Calls routed to the Recipient's Medical Triage Line that were dropped or disconnected

- Average wait time between when the 911 Telecommunicator transfers the 911 Call to the Medical Triage Line and Triage Line Staff answers the call
- Total number of Medical Triage Line calls routed back to 911 due to Caller request
- Total number of Medical Triage Line calls routed back to 911 due to medical necessity or Recipient's protocols
- Total number of Medical Triage Line calls where Caller is provided recommendations from the Resource List, broken down by resource type
- Total number of Medical Triage Line calls that end in Caller hanging up prior to recommendation, transfer, or Warm Handoff
- Aggregate numbers for Medical Triage Line Caller insurance type to include Medicare, Medicaid, Private Insurer, or Not Insured
- Descriptive data on Medical Triage Line Callers (gender, age, zip code, chief complaint)
- Count of individuals given Optional Functions (if applicable), broken down by service
- Any other data required by CMS

A 4.6 Sustainability of the Medical Triage Line

Applicants are required to present a sustainability plan outlining how Medical Triage Line services will be sustained after the period of performance has ended. This may include securing other funding sources, identifying Community Resources, payers, and others in the Geographic Region that can share in ongoing investment of the Medical Triage Line, or seek local or state support to sustain these services. Applicants should present a demonstrated plan to engage external funders, though confirmed funding is not required.

CMS encourages applicants to identify supplemental funding sources to support the Medical Triage Line implementation and/or ongoing operation. Coordination with other funding sources will contribute to the sustainability of the Medical Triage Line after CMS funding has expired. Lack of external funding shall not disqualify an applicant from consideration for an ET3 model award. However, applicants that can demonstrate the presence of confirmed funding or a clear plan to obtain external funding will receive higher preference. An applicant that demonstrates existing or planned coordination with one or more other funding sources is eligible to receive more application points than those who do not plan to seek out additional funding sources.

Supplemental funding must comply with all applicable laws and regulations, including the fraud and abuse laws, and may not be conditioned on the volume or value of referrals or other business generated, directly or indirectly, by the ET3 model.

A5. Technical Assistance and Information for Prospective Applicants

Prior to the application deadline, CMS will host multiple forums to provide details about the ET3 model and to answer questions from potential applicants. Information about the forums will be posted on the [Innovation Center website](#).

CMS expects to award three support contracts: one for evaluation, one for implementation and assisting CMS in monitoring, and one for a learning system. The Recipient is required to comply with requests from these contractors to support CMS monitoring and evaluation efforts, which includes but is not limited to requests for on-site and desk audits and site visits. If CMS or CMS's contractors identify problems through monitoring or otherwise, CMS may request that

the Recipient implement a corrective action plan. Recipient must also comply with requests from contractors to participate in the learning system as described in section F5.a.iii.

The evaluation contractor will collect and analyze data necessary to evaluate each award as part of the evaluation of the ET3 model. To the extent possible, CMS will identify factors that are driving the identified impact and any improvements in care quality and savings to the Medicare program, and use qualitative and quantitative data to inform our findings.

The implementation and monitoring contractor will support program operations including: providing technical assistance to Recipients; facilitating reporting requirements; managing program data; assisting in the monitoring of program implementation and general model compliance; as well as supporting programmatic operations. During the period of performance, CMS may request modification to a Recipient's Implementation Plan or associated documents to ensure continued program integrity and to streamline program operations with contractor functions. CMS will provide details to Recipient for contractor-related work after awards are made.

The learning system contractor will create and facilitate peer-to-peer exchange for Recipients. The system developed by this contractor will allow Model Participants and Recipients to share their experiences and learning, assist CMS in tracking their progress to identify areas for improvement, and assist with identifying and sharing promising practices.

The implementation and monitoring, evaluation, and learning system contractors will assist CMS in coordinating site visits and interviews to observe program implementation, facilitating continuous quality improvement, and evaluating the qualitative impacts of the model.

B. Federal Award Information

B1. Total Funding

CMS will award up to \$34 million, subject to the availability of funds, across up to 40 Recipients to cover a total funding period of two years. Individual awards will not exceed \$1,175,000 (see B.2, Award Amount for additional information). Cooperative agreements will be awarded with consideration to: (1) overall cost effectiveness of the applicant's implementation proposal, (2) overall quality of the proposal and the ability to meet project goals, and (3) ability to demonstrate a sustainability plan. The amount of funding for each cooperative agreement award will depend on the individual Recipient's need as demonstrated in its application submitted in response to this NOFO.

B2. Award Amount

The period of performance is divided into two periods: Pre-Implementation (Year 1); and Implementation and Operation (Year 2). Award amounts will vary based on the pre-implementation, implementation, and operational needs demonstrated by applicants in their application submitted in response to this NOFO as well as the scope and design of the proposed intervention, availability of other funding, and variations in healthcare costs in the Recipient's Geographic Region.

Total Funding Available: The total funding available will be up to \$34 million across up to 40 Recipients. Individual awards will not exceed \$1,175,000.

Funding During the Pre-Implementation Stage: The total funding available during the Pre-Implementation Stage (Year 1) will be up to \$700,000 per Recipient.

Funding During the Implementation and Operation Stage: Funding during the Implementation and Operation Stage (Year 2) will be up to \$475,000 per Recipient, inclusive of potential Milestone Funding. During Year 2, a Recipient has the opportunity to access Milestone Funding, which will be awarded as one-time funding, in an amount equivalent to up to 25% of the total award. Milestone Funding will be restricted and is not guaranteed.

The total award amount is the total funding awarded for the full two-year period of performance, inclusive of Pre-Implementation Funding, Implementation and Operation Funding, and Milestone Funding. For example, if the total award amount for two years totaled \$1,000,000, total Milestone Funding would be \$250,000 and total Pre-Implementation and Implementation and Operation Funding would be \$750,000. A Recipient will only be able to draw down Milestone Funding if it demonstrates satisfactory establishment of a Functional Medical Triage Line at the time of its Non-Competing Continuation application and completes all required reporting in Year 1, further detailed in section F5. Reporting. Milestone Funding will be restricted and is not guaranteed.

B3. Anticipated Award Dates

Anticipated award issuance date for these awards will be September 10, 2021. The Pre-Implementation stage will start on September 10, 2021.

B4. Period of Performance

The project and budget period for each cooperative agreement awarded will be two years from the date of award. The estimated project period is September 10, 2021 – September 9, 2023. The project period will consist of two 1-year budget periods.

Year one 12-month Pre-Implementation stage (budget period 1):
September 10, 2021 to September 9, 2022

Year two 12-month Implementation and Operation stage (budget period 2):
September 10, 2022 to September 9, 2023

B5. Number of Awards

The maximum number of awards will be 40 awards.

B6. Type of Award

The type of award issued under this NOFO will be a cooperative agreement. The difference between grants and cooperative agreements is the degree of federal programmatic involvement rather than the type of administrative requirements imposed. A cooperative agreement is distinguished from a grant in that it provides for substantial involvement between the federal awarding agency and the non-federal entity in carrying out the activity contemplated by the federal award. Therefore, statutes, regulations, policies, that are applicable to grants also apply to cooperative agreements, unless the award itself provides otherwise. References throughout this NOFO to grants also apply to cooperative agreements unless this NOFO states otherwise. Please refer to section F4. Cooperative Agreement Terms and Conditions of Award for more information about cooperative agreements.

B7. Type of Competition

Open to All Eligible Applicants

C. Eligibility Information

C1. Eligible Applicants (select all that apply)

- City or township governments
- County governments
- Faith-based organizations
- For profit organizations other than small businesses
- Foreign and international organizations
- Independent school districts
- Individuals
- Native American tribal organizations (other than federally recognized tribal governments)
- Native American tribal governments (Federally recognized)
- Nonprofits having a 501(c)(3) status with the IRS, other than institutions of higher education
- Nonprofits that do not have a 501(c)(3) status with the IRS, other than institutions of higher education
- Private institutions of higher education
- Public and State controlled institutions of higher education
- Public housing authorities/Indian housing authorities
- Small businesses
- Special district governments
- State governments
- Unrestricted
- Other

An entity must meet all of the following criteria in order to be eligible to apply to this NOFO:

- Is a state or local government entity or Designee, or another entity that operates or has authority over a PSAP. A Designee or other entity must be one of the eligible entities indicated above. If the applicant is a Designee, the applicant must describe the existing agreement or authorization between the applicant and the state or local government entity that authorizes applicant to implement a Medical Triage Line in the proposed Geographic Region. If the applicant is any other type of entity, the applicant must demonstrate in its application that it has the authority to operate or control a PSAP and implement a Medical Triage Line in the proposed Geographic Region.
- Has the authority to implement a Medical Triage Line in its Geographic Region
- Proposes to implement or expand a Medical Triage Line in a Geographic Region that includes at least one ZIP code in a Model Participant's Model Region.

- Operates or has authority over the PSAP that receives 911 Calls in a Geographic Region that includes at least one ZIP code in a Model Participant’s Model Region as well as the authority to implement the triage intervention of the ET3 model integrated with the PSAP. A full list of Model Participants is available on the [ET3 model website](#).

C2. Cost Sharing or Matching

Cost sharing or matching is not required. Recipients are encouraged to coordinate agreements with other funding sources during the course of the period of performance; and are required to include coordination with other payers as part of Recipient’s sustainability plans, if applicable.

C3. Letter of Intent

N/A

Letters of intent will not be collected or considered for this funding opportunity.

C4. Ineligibility Criteria

CMS will consider the following criteria as potential reasons for applicant disqualification for award.

- **Lack of Model Participant** in applicant’s proposed Geographic Region. There must be an overlap of at least one ZIP code in a Model Participant’s Model Region and the applicant’s proposed Geographic Region, based on Model Participants selected for the model. A full list of Model Participants is located on [ET3 model website](#).
- **Incomplete application.** A non-exhaustive list of circumstances that constitute an incomplete application includes:
 - Failure to specify a proposed Geographic Region for Medical Triage Line implementation or expansion;
 - Failure to meet application requirements;
 - Failure to address all required sections of the project narrative;
 - Omission of a Budget Narrative or Project Narrative;
- **Insufficient supporting detail** provided in the application. CMS will not review applications that merely restate the text within the NOFO. Applicants should detail their proposed approach to achieving program goals and milestones, as well as their proposed approach to ensuring safe triage protocols and procedure. Reviewers will note evidence of how effectively the applicant includes these elements in their application.
- **Inability or unwillingness to collect and share monitoring and evaluation data with CMS** or its contractors.
- **Late submission** of an application (refer to Section D4.)

C5. Single Application Requirement

Only one application may be submitted per applicant. Any exceptions or special instructions will be noted below.

C6. Continued Eligibility

Recipients must meet reporting and certification deadlines (as outlined in section F) to be eligible throughout the initial 12-month budget period and to remain eligible for a non-competing continuation award for subsequent budget periods in multi-year projects. In addition, Recipients

would need to demonstrate strong performance during the previous funding cycle(s) before additional year funding is awarded; or, in the case of awards where all funding is issued in the first year, to ensure continued access to funding. At any time in the award cycle, Recipients could receive decreased funding or their award could be terminated if they fail to perform the requirements of the award.

C7. EIN, DUNS, and SAM Regulations

In order to apply, all applicants are required to have a valid Employer Identification Number (EIN), otherwise known as a Taxpayer Identification Number (TIN); a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number; and be registered in the System for Award Management (SAM) database (<https://beta.sam.gov/>) to be able to submit an application at grants.gov. See Appendix II. Application and Submission Information for descriptions of EIN, DUNS, and SAM.

C8. Faith-Based Organizations

Faith-Based Organizations are eligible to apply.

C9. Other Eligibility Requirements

Not Applicable

D. Application and Submission Information

D1. Address to Request Application Package

Open to All Eligible Applicants

Application materials will be available on the <https://www.grants.gov>. Please note that CMS requires applications for all Notice of Funding Opportunities to be submitted electronically through the <https://www.grants.gov>. Applicants will be able to download a copy of the application packet, complete it off-line, and then upload and submit the application via the <https://www.grants.gov>. Refer to Appendix II. Application and Submission Information for additional requirements.

D2. Content and Form of Application Submission

a. Application format

Applications determined to be ineligible, incomplete, and/or nonresponsive based on the initial screening may be eliminated from further review. However, in accordance with HHS Grants Policy, the CMS, Office of Acquisition and Grants Management (OAGM), Grants Management Officer in his/her sole discretion, may continue the review process for an ineligible application if it is in the best interests of the government to meet the objectives of the program. Each application must include all contents of the application package, in the order indicated, and conform to the following formatting specifications:

- The following page size must be used: 8.5” x 11” letter-size pages (one side only) with 1” margins (top, bottom, and sides). Other paper sizes will not be accepted. This is particularly important because it is often not possible to reproduce copies in a size other than 8.5” x 11”.

- All pages of the project and budget narratives as well as other required narrative documents must be paginated in a single sequence.
- Font size must be at least 12-point with an average of 14 characters per inch (CPI).
- The Project Narrative must be double-spaced. The page limit for this document is 20 pages.
- The Budget Narrative may be single-spaced. The page limit for this document is 6 pages.
- The Business Assessment of Applicant Organization may be single spaced. The page limit for this document is 12 pages.
- Tables included within any portion of the application must have a font size of at least 12-point with a 14 CPI and may be single spaced. Tables are counted towards the applicable page limits.
- The project abstract is restricted to a one-page summary which may be single-spaced.
- The following required application documents are excluded from the page limitations described above: Standard Forms, Application Cover Letter/Cover Page (if applicable), Project Site Location Form, and Indirect Cost Rate Agreement.
- The total number of appendices per application may be no more than 3 to include, Curriculum Vitae or Resumes for key personnel (maximum of 12 pages), Job Descriptions, if applicable (maximum of 10 pages), and Organizational Chart (maximum of 3 pages).

b. Standard forms

The following forms must be completed with an electronic signature and enclosed as part of the application:

- Project Abstract Summary
A one-page abstract should serve as a succinct description of the proposed project and must include the goals of the project, the total budget, and a description of how the funds will be used. The abstract is often distributed to provide information to the public and Congress, so please write the abstract so that it is clear, accurate, concise, and without reference to other parts of the application. Personal identifying information should be excluded from the abstract. In the Grants Application Package that can be found at <https://www.grants.gov> (or alternatively www.GrantSolutions.gov for single-source applications), select the Project Abstract Summary and complete the form.
- SF-424: Official Application for Federal Assistance
Note: On SF 424 “Application for Federal Assistance”
 - On Item 15 “Descriptive Title of Applicant’s Project”, state the specific grant or cooperative agreement opportunity for which you are applying.
 - Check “No” to item 19c, as Review by State Executive Order 12372 does not apply to this cooperative agreement funding opportunity.
 - The Authorized Organizational Representative (AOR) must complete and sign this form. **Note:** The signature of the individual that submits the application to Grants.gov will populate throughout the application. The signature must match the name of the AOR. Other signatures will not be accepted.

The AOR is the designated representative of the applicant/Recipient organization with authority to act on the organization's behalf in matters related to the award and administration of grants. In signing a grant application, this individual agrees that the organization will assume the obligations imposed by applicable Federal statutes and regulations and other terms and conditions of the award, including any assurances, if a grant is awarded. These responsibilities include accountability both for the appropriate use of funds awarded and the performance of the grant-supported project or activities as specified in the approved application.

- SF-424A: Budget Information Non-Construction
- SF-424B: Assurances-Non-Construction Programs
- SF-LLL: Disclosure of Lobbying Activities

All applicants must submit this SF-LLL form. If your entity does not engage in lobbying, please insert "Non-Applicable" on the form and include the required AOR name, contact information, and signature. Please note that the application kit available online on the <https://www.grants.gov> is utilized for many programs and therefore Grants.gov may designate this form as optional to allow for flexibility amongst programs. This form is required as part of your application package and must be submitted for your application to be considered eligible for review.

- Project Site Location Form(s)

All applicants must submit this Project Site Location form. Please note that the application kit available online in Grants.gov is utilized for many programs and therefore Grants.gov may designate this form as optional to allow for flexibility amongst programs. This form is required as part of your application package and must be submitted for your application to be considered eligible for review

c. Application cover letter or cover page (optional)

The applicant may choose to include a cover letter or cover page to detail their interest in participation in the ET3 model. This statement may include a description of why the applicant is interested in the award, including any existing Medical Triage Line that needs to be expanded, local opportunity for a Medical Triage Line, etc.

d. Project Narrative

The applicant must provide a Project Narrative that articulates in detail the proposed goals, measurable objectives, and milestones to be completed in accordance with the instructions and content requirements provided below, consistent with the criteria described in section A4. Program Requirements.

The required and optional elements (sections) of the project narrative are outlined below. Also provided is a brief description of the type of information that is required to be addressed within each specific section. The project narrative should be double-spaced and should not exceed 20 pages in length. This page limit does not include resumes for key personnel, job descriptions, budget narrative, or organizational charts.

Organization, Administration, and Capacity

The application must include a description of the organizational and structural administrations that will be in place to implement, monitor, and operate the Medical Triage Line. Applicants must include:

1. Their full legal name, all names of “doing business as” (i.e., DBAs), address, Tax Identification Number (TIN), and National Provider Identification (NPI) number (if applicable).
2. If the applicant is a Designee, then a description of the existing agreement or authorization between the applicant and the state or government entity that authorizes the applicant to operate the PSAP in the proposed Geographic Region. At a minimum, the Designee must provide: the effective and termination dates of the agreement, the type of agreement, and confirmation that Designee is authorized under the agreement to submit an application in response to this NOFO; and, if selected, to implement, monitor, and operate the Medical Triage Line for the full project period.
3. If the applicant is any entity other than a state or local government or Designee, then a description of its authority to operate or control a PSAP that demonstrates the applicant’s ability to implement a Medical Triage Line in the proposed Geographic Region. This description must include the chain of authority by which it operates or has control over a PSAP in the proposed Geographic Region.
4. A description of the tasks to be conducted by each administrative component and the applicant’s ability to successfully implement or expand the Medical Triage Line.
5. Identification of key personnel, which includes the Project Director, those who will have management authority over the Medical Triage Line, those who are responsible for establishing protocols, those responsible for medical oversight and the clinical quality improvement process, as well as the primary liaison to CMS.
6. A resume or curriculum vitae for each identified key personnel as an appendix. If key personnel have not yet been hired, the applicant should detail a hiring strategy and provide job descriptions to be included as an appendix;
7. Any past experience with establishing, maintaining, and/or expanding telephone information services, such as a non-emergency line connecting residents to state or county services;
8. Management controls and coordination mechanisms that will be used to ensure the timely and successful execution of this project;
9. An organizational chart to be included as an appendix which clearly identifies the reporting relationships of key personnel assigned to oversee this intervention; and
10. The applicant’s experience, as applicable, with the following tasks:
 - a. Designing and implementing other medical triage lines
 - b. Sharing information with other components, such as healthcare providers, ambulance suppliers and suppliers, etc. of the health care delivery system
 - c. Managing cooperative agreement funds in accordance with federal grant regulations and HHS grants policy

Implementation Plan, including Triage Core Functions of the Medical Triage Line

The applicant must provide a detailed description of their proposed intervention, including the general requirements as described in section A4.4.1, required Triage Core Functions as described in section A4.4.2, and required Community Resources as described in section A4.4.3. This description must include the following:

1. An overall description of the Medical Triage Line function and scope of service, including a description of whether the proposed system is provided by a third-party vendor, outsourced to an off-site subcontractor, a custom designed solution by the applicant or another solution.
2. A description of the Geographic Region in which the Medical Triage Line will operate including all ZIP codes served by the applicant's PSAP. The description should identify each ZIP code in a Model Participant's Model Region, as well as identification of specific Model Participant(s) in the applicant's proposed Geographic Region.
3. If proposing to establish a new Medical Triage Line, describe the proposed timeline for developing the proposed Medical Triage Line intervention, including the anticipated date the Medical Triage Line will meet the definition of a Functional Medical Triage Line. In order to qualify to receive Milestone Funding, the Recipient must have a Functional Medical Triage Line at the time the Non-Competing Continuation Application is due and submit all required data as described in section F5. Table C.
4. If proposing to expand upon an existing Medical Triage Line, identify the existing line and provide an overview of its structure and how funding provided under this NOFO will be utilized to expand upon or modify the line.
5. The hours of operation of the Medical Triage Line. If the line will not operate 24/7, the applicant must describe how the hours of operation focus on times during which low-acuity calls have the highest volume in the applicant's Geographic Region.
6. An overview of how the Medical Triage Line will be staffed, including minimum credentials for staff performing assessments and providing recommendations, and how staff will be trained on protocols. Applicants who propose to staff the Medical Triage Line with Triage Line Staff who have training and/or experience specific to emergency medical care will receive preference. If proposing to staff the line with individuals who have additional training or experience, the applicant must submit job descriptions for these positions, which must include minimum certification levels and qualification requirements.
7. A timeline for staffing the Medical Triage Line to include a plan for hiring and retaining Triage Line Staff.
8. If proposing to use Support Staff, a description of Support Staff roles and tasks.
9. A brief overview of the process and timeline for developing and obtaining approval for and testing of any new protocols that would be required for the Medical Triage Line.
10. An overview of how protocols will identify Callers who will be appropriate for transfer to the Medical Triage Line.
11. An overview of the applicant's existing or planned quality improvement or quality assurance processes that will be implemented to assure quality and safety.
12. An overview of how Callers will consent to being transferred to the Medical Triage Line as an alternative to ambulance dispatch.
13. A summary of how Triage Line Staff will inform Callers transferred from applicant's

PSAP that the Triage Line Staff are making recommendations for Callers, that Callers have the right to choose the care they receive, and that the services to which Callers are being referred may require out-of-pocket payments.

14. A description of the applicant's plan for developing the Resource List, including a description for identifying and tracking availability of Community Resources to which Callers are referred.
15. A description of how telephone triage services will be provided to non-English-speaking Callers, deaf or hard-of-hearing Callers, and other groups of Callers who may have difficulty communicating by telephone.
16. A plan for successfully implementing the proposed intervention within the context of laws, regulations, or policies of the applicant's proposed Geographic Region. The applicant must also explain how it will inform beneficiaries of their options to accept the Medical Triage Line's referrals or coordination, or request to be transferred back to the PSAP.
17. Any other information about the proposed implementation design that the applicant believes should be considered.

I. Description of Impact on the Applicant's Geographic Region

Applicants must describe how their Medical Triage Line is likely to impact communities in their proposed Geographic Region. In this description, the applicant must include the expected usage in the first year of operation and a description of how the individuals in the Geographic Region will benefit.

Characteristics of the Geographic Region:

- Total population of applicant's Geographic Region based on 2019 calendar year data.
- Annual number of ED visits in proposed Geographic Region based on 2019 calendar year data.
- Annual number of ground emergency transports in proposed Geographic Region based on 2019 calendar year data.
- Annual number of ground emergency transports of Medicare FFS beneficiaries in proposed Geographic Region based on 2019 calendar year data.

Usage Statistics:

- An approximation of the total number of 911 Calls received in the proposed Geographic Region in the 2019 calendar year specified by fire, police, and medical;
- An approximation of the number or percentage of 911 Calls in the proposed Geographic Region that will be routed to the Medical Triage Line per year of the 2-year award period;
- An approximation of the number or percentage of 911 Calls in the proposed Geographic Region that may result in the Caller being directed to a Community Resource per year of the 2-year award period following implementation of the Medical Triage Line.

Benefits to Individuals in the Geographic Region:

- How the Community Resources identified in the application will meet the needs of the communities in the applicant's proposed Geographic Region;

- How the Community Resources identified in the application will meet the needs of Medicare FFS beneficiaries in the applicant’s proposed Geographic Region
- If implementing Optional Functions, a description of how those Optional Functions will affect the communities in the applicant’s proposed Geographic Region; and
- An explanation of how the establishment or expansion of a Medical Triage Line will impact the EMS system in the applicant’s proposed Geographic Region.

Sustainability Plan to include Existing Funding Sources or Plans for Alternate Funding

Applicants must present their strategy for sustaining services in their proposed Geographic Region after the period of performance ends as described in section A4.6. The applicant’s strategy must include:

1. Details regarding any current funding sources and how that funding will be maintained;
2. A strategy for identifying Community Resources, payers, and others in the Geographic Region that can share in the ongoing investment required to maintain services, or seek local or state support to sustain these services, including a description of how the planned intervention aligns with the mission of the potential funding sources;
3. A strategy for identifying alternative sources of ongoing funding to support access to the Medical Triage Line by Callers with no health insurance, including an approximation of the annual number of uninsured Callers and a description of the engagement strategy with various potential Community Resources that serve the uninsured; and
4. A description of how the activities proposed in the application submitted in response to this NOFO will complement, not duplicate, activities currently funded by other grants and/or cooperative agreements, including those funded by CMS.

For any current sources of funding, provide the full legal names, all names of “doing business as” (i.e., DBAs), and correspondence address of the funding source as well as the duration of the arrangement. Information about the financial contributions for each funding source will be described in the budget narrative. Applicants with existing sources of funding or plans to secure additional funding are eligible to receive more points on their application.

Optional Functions of the Medical Triage Line (Optional)

Applicants must provide a detailed description of their proposed approach for Optional Functions of the Medical Triage Line. If choosing not to implement the Optional Functions, applicants can state “Not Applicable” in this section. This description must include the following, as applicable:

1. A summary of the Optional Functions the applicant anticipates to offer through the Medical Triage Line.
2. An overview of how Triage Line Staff will perform Warm Handoffs to Community Resources or the Caller’s usual source of care, if applicable.
3. A summary of how Triage Line Staff will coordinate transportation on behalf of the Caller, if applicable. Note that ET3 model funding under this NOFO is not available to support transportation costs.
4. A summary of how Triage Line Staff would assist the Caller with scheduling an appointment with their usual source of care or a Community Resource, if applicable.

5. A description of how, if at all, applicants intend to jointly monitor the outcome of follow-up referrals to ensure that visits occur as scheduled and Callers do not experience further access challenges.
6. A description of each confirmed Community Resource's capacity for new appointments and acceptance of Warm Handoffs, if applicable.

Interoperability Plan (Optional)

If applicants are proposing to implement any interoperability functions, they must provide a detailed plan that demonstrates their ability to collect and share patient data that may include protected health information (PHI), if applicable, among stakeholders (e.g., Community Resources, Caller's usual source of care, etc.), in accordance with applicable law. Please indicate any current participation in a health information exchange (HIE) including how it is utilized and potential plans to participate in an HIE, including planned utilization, if applicable. The applicant should detail how the patient data and any other information collected will be used to meet the goals of the ET3 model and the Medical Triage Line. The plan should demonstrate an understanding of state and federal privacy laws as well as information processing standards and ensure compliance with all applicable standards, including HIPAA privacy and security regulations, 42 CFR Part 2, and Federal Information Processing Standards (FIPS), or other similar state and local standards. The plan should identify when and how Caller consent and authorization will be obtained.

Data Storage, Reporting, and Monitoring

Applicants must provide a detailed plan for gathering data and reporting it to CMS as described in section A4.5, including quarterly, annual, and final progress reporting (refer to section F5.a.) and data related to performance milestones (refer to section F5.a.). The application must include a description of the applicant's plan for collecting, reporting, and otherwise producing the data, information, and analysis required to be reported to CMS. Recipients will be required to implement a process by which they capture required data elements for reporting. Applicants should leverage any current data storage tools if available. Applicants should describe their current technology and software systems and detail how those systems will allow them to collect and report required data. Any supporting documentation and records related to the data collection process are not required to be submitted with quarterly and annual reporting, but should be available for review by CMS or its contractors. Data elements that must be tracked, recorded, and reported are detailed in section A4.5.

If the applicant proposes to store any PHI then their software must comply with applicable privacy and security standards, including HIPAA and 42 CFR Part 2.

Additionally, in this section the applicant must indicate their willingness and ability to share information regarding the progress the applicant has made towards a Functional Medical Triage Line. The applicant must also indicate its willingness and ability to share program documents, training materials, and any other program related materials with CMS and its contractors and to assist in arranging other data gathering activities.

The data storage, reporting and monitoring plan should demonstrate an understanding of state and federal privacy and security laws and ensure compliance with all applicable standards.

Applicants should also use this section to describe their strategy for participation in the Innovation Center’s mandatory model evaluation and ensuring participation in the model evaluation by all model partners, including the applicant, if selected as a Recipient, as well as any of the Community Resources on the Recipient’s Community Resource List and any entities formerly included on the Recipient’s Community Resource List. Specifically, the applicant should demonstrate its capacity to participate in program-level data provision and qualitative evaluation or monitoring tasks, which may include arranging site visits, observations, interviews, initial assessments, on site or desk audits, and focus groups, submitting aggregate Caller data, and other activities as needed by CMS or CMS’s contractor.

e. Budget Narrative

Applicants must supplement Form SF-424A with a Budget Narrative. The Budget Narrative must include a yearly breakdown of costs according to a 12-month period. See Section B. Federal Award Information for more information on the performance period. Applicants must include a clear description of the proposed set of services that will be covered with award funds. The Budget Narrative should provide a detailed cost breakdown for each line item outlined in the SF-424A by award year, including a breakdown of costs for each activity/cost within the line item. The proportion of the requested funding designated for each activity should be clearly defined and should justify the applicant’s readiness to receive funding. The budget must separate out funding that is administered directly by the lead agency from funding that will be subcontracted to other partners.

For more specific information and instructions for completing the SF-424A and Budget Narrative, please refer to Appendix I. Guidance for Preparing a Budget Request and Narrative.

Applicants shall use this section to describe in detail how they will use Pre-Implementation Funding, Implementation and Operation Funding, and Milestone Funding for their proposed Medical Triage Line. A Recipient will only be able to draw down Milestone Funding if it demonstrates satisfactory establishment of a Functional Medical Triage Line at the time of its Non-Competing Continuation application and completes all required reporting in Year 1, further detailed in section F5., Reporting. Milestone Funding will be restricted, is not guaranteed, and is only available in Year 2. In the section of its Budget Narrative that addresses Year 2, the applicant must distinguish between Milestone Funding and Implementation and Operation Funding. However, if a Recipient meets the aforementioned requirements to warrant release of Milestone Funding, this funding, may be used for any model activity that is eligible for Implementation and Operation Funding. Federal funds cannot be used as the source of a state non-federal share. Below is an illustrative list of activities that may be paid for using model funds (assuming other federal, state, or local programs do not already fund such activities). This list is intended to guide each applicant in its development of a Budget Narrative, but does not constitute an exhaustive list of all possible expenses. CMS will work with each applicant to determine whether other proposed expenses are allowable.

Suggested activities that may be paid for using cooperative agreement funds:

- Triage Line Staff salaries and fringe benefits
- Support Staff salaries and fringe benefits
- Contractual expenses related to outsourcing Medical Triage Line responsibilities
- Software/hardware required to implement a Medical Triage Line

- Staff travel, meals, hotel, incidental expenses for one individual to attend one in-person event during the 2-year award period in the Baltimore/DC area or another area depending on where Model Participants and Recipients are geographically located
- Other information technology infrastructure required to implement or expand upon a Medical Triage Line
- Triage Line Staff training
- Costs related to updating or establishing new protocols directly related to the ET3 model
- Administrative costs directly related to collection and reporting of Medical Triage Line data

If applicable, the budget narrative should also identify non-CMS funding sources, the value of such funding, and describe how the applicant will integrate other sources of funding into the project.

Detailed justifications must be provided for each activity/cost proposed to be funded under this award along with full computations for budget estimates. Applicants must also clearly link each activity to the goals of this NOFO and be consistent with ET3 model requirements. Overhead and administrative costs must be reasonable and are only reimbursable in accordance with HHS grant policy.

f. Business assessment of applicant organization (maximum 12 pages)

As required by 45 CFR §75.205 for competitive grants and cooperative agreements, CMS will evaluate the risk posed by an applicant before they receive an award. This analysis of risk includes items such as financial stability, quality of management systems, and the ability to meet the management standards prescribed in 45 CFR Part 75.

An applicant must review, answer, and submit the business assessment questions outlined in Appendix III. Business Assessment of Applicant Organization.

D3. Unique Entity Identifier and System for Award Management (SAM)

Unless the applicant is an individual or Federal awarding agency that is excepted from those requirements under 2 CFR 25.110(b) or (c), or has an exception approved by the Federal awarding agency under 2 CFR 25.110(d)), each applicant is required to:

- i. be registered in SAM before submitting its application;
- ii. provide a valid unique entity identifier in its application; and
- iii. continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency.

The Federal awarding agency may not make a Federal award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with the requirements by the time the Federal awarding agency is ready to make a Federal award, the Federal awarding agency may determine that the applicant is not qualified to receive a Federal award and use that determination as a basis for making a Federal award to another applicant.

D4. Submission Dates and Times

All applications must be submitted electronically and be received through www.grants.gov by the date and time set forth below. Applications submitted after 3:00 pm, Eastern Time, of the date set forth below will not be reviewed or considered for award.

Due Date for Applications

May 11, 2021

3:00 PM Eastern U.S. Time (Baltimore, MD)

D5. Intergovernmental Review

Program is not subject to Executive Order 12372, “Intergovernmental Review of Federal Programs” (45 CFR 100). Please check box “C” on item 19 of the SF 424 (Application for Federal Assistance) as Executive Order 12372 does not apply to these cooperative agreements.

D6. Cost Restrictions

Direct Costs

Funding under this NOFO can only cover functions of the Medical Triage Line, and may not be used to duplicate or supplant other funding sources. Funding awarded through this NOFO cannot cover other services that are provided after or as a result of the Medical Triage Line encounter. For example, cooperative agreement funding cannot be used for the following:

- Assistance with cost-sharing payments for care provided by a Community Resource or Caller’s usual source of care;
- Transportation, unless directly related to one individual attending one in-person event in the Baltimore/DC area or another area depending on where Model Participants and Recipients are geographically located
- Construction; and
- Salaries and fringe benefits for Community Resource personnel.

Indirect Costs

If the applicant entity has a current negotiated indirect cost rate agreement (NICRA) and is requesting indirect costs, a copy of the current NICRA must be submitted with the application. Any non-Federal entity that has never received a negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII(D)(1)(b) to 45 CFR part 75, may elect to charge a de minimis rate of 10% of Modified Total Direct Costs (MTDC) which may be used indefinitely. See also section F2. Administrative and National Policy Requirements of this NOFO for more information on indirect costs.

Prohibited Uses of Award Funds

No funds under this award may be used for any of the activities/costs outlined below unless an exception is specifically authorized by statute.

- To reimburse for pre-award costs.
- To match any other Federal funds.
- To provide services, equipment, or supports that are the legal responsibility of another party under Federal, State, or Tribal law (e.g., vocational rehabilitation or education)

services) or under any civil rights laws. Such legal responsibilities include, but are not limited to, modifications of a workplace or other reasonable accommodations that are a specific obligation of the employer or other party.

- To provide goods or services not allocable to the approved project.
- To supplant existing State, local, Tribal or private funding of infrastructure or services, such as staff salaries, etc.
- To be used by local entities to satisfy state matching requirements.
- To pay for construction.
- To pay for capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life as a direct cost, except with the prior written approval of the Federal awarding agency.
- To pay for the cost of independent research and development, including their proportionate share of indirect costs (unallowable in accordance with 45 CFR 75.476).
- To expend funds related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body.

D7. Mandatory Disclosure

Submission is required for all applicants, in writing, to the awarding agency and to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

Disclosures must be sent in writing to:

U.S. Department of Health and Human Services
Centers for Medicare and Medicaid Services
Office of Acquisition and Grants Management
Attn: Director, Division of Grants Management
7500 Security Blvd, Mail Stop B3-30-03
Baltimore, MD 21244-1850

AND

U.S. Department of Health and Human Services
Office of Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW, Cohen Building
Room 5527
Washington, DC 20201

URL: [OIG Fraud Report](#)

(Include “Mandatory Grant Disclosures” in subject line)

Fax: (202) 205-0604 (Include “Mandatory Grant Disclosures” in subject line) or

Email: MandatoryGranteeDisclosures@oig.hhs.gov

Materials should also be scanned and emailed to the Grants Management Specialist assigned to this NOFO.

E. Application Review Information

E1. Criteria

Applicants must submit applications in the required format, no later than the deadline. If an applicant does not submit all of the required documents and does not address each of the topics described in D2. Content and Form of Application Submission Information (with cross reference to E1. Criteria), the applicant risks not being eligible and/or awarded. Applications are reviewed in accordance with criteria outlined below.

In preparing applications, applicants should review the requirements detailed in Section A4., Program Requirements. Technical review panelists will assess and score applicants' responses in accordance with the criteria below, using a scale of 140 total base points and 10 bonus points.

All applicants must submit the following:

- Standard Forms;
- A Cover Letter, if applicable;
- A Project Narrative;
- Resumes or Curriculum Vitae for Key Personnel;
- Job Descriptions, if applicable;
- An Organization Chart;
- A Budget Narrative; and
- Business Assessment of Applicant Organization.

Note to Applicants:

- CMS will consider the geographic diversity and scale of all applications when making final award determinations.
- Awards may be adjusted to a lower amount if the applicant fails to meet performance milestones (refer to section F5., Reporting).
- The application itself is not a legally binding contract and does not require any applicant or CMS to enter into a cooperative agreement.
- CMS will select Recipients at CMS's sole discretion. Such selection will not be subject to administrative or judicial review, per Section 1115A(d)(2)(B) of the Act.

Project Narrative and Budget Narrative

The review criteria for the Project Narrative and Budget Narrative are described below. All elements of the Project Narrative and Budget Narrative will be used to assess an Applicant's ability to design and implement an intervention that aims to improve health outcomes for individuals residing in the proposed Geographic Region and produce cost savings to Medicare. Incomplete, unclear, and confusing proposals will receive point deductions. Project Narratives with significant content deficiencies may receive a score of zero. Proposals that merely restate the content of the NOFO, without responding to the Program Requirements and Application Review Criteria, will receive a score of zero. Each component of the Project Narrative will be weighted as indicated below. The scoring criteria breakdown is reflective of the total possible number of points available, but each item will be scored on a range starting from zero. Points will be awarded based on the quality of the applicant's response.

Section	Topics	Total Available Points	Scoring Criteria Breakdown
Project Narrative			
I.	Organization, Administration, and Capacity	15	<p>(2 Pts) Description of the entity which will perform the cooperative agreement activities under this Funding Opportunity.</p> <ul style="list-style-type: none"> • In the case of an entity applying as a Designee of state or local government entity, the applicant must describe the existing authorization or agreement between the applicant and state or local government entity that authorizes the applicant to implement a Medical Triage Line in the proposed Geographic Region • In the case of an entity that is not a state or local government entity and is not applying as a Designee, the applicant must demonstrate its authority to implement a Medical Triage Line, including a description of the chain of authority by which it operates or has control over a PSAP and any authorization or agreement that confers upon the applicant the authority to operate or control a PSAP and implement a Medical Triage Line in the proposed Geographic Region <p>(1 Pts) Description of the implementation tasks to be conducted and ability to successfully operate the proposed intervention.</p> <p>(1 Pts) Description of key personnel including identifying one individual to serve as Project Director</p> <ul style="list-style-type: none"> • Include a resume or curriculum vitae for each individual identified as key personnel in the organizational chart included as an appendix to the application submitted in response to this NOFO. If key personnel have not yet been hired, applicants should provide a hiring strategy and job descriptions should be included as an appendix; <p>(7 Pts) Description of past experience with the following:</p> <ul style="list-style-type: none"> • Designing and implementing a Medical Triage Line • Establishing, maintaining, and/or expanding telephone information services, such as a non-emergency line connecting residents to state or county services • Sharing information with other components of the health care delivery system • Managing cooperative agreement funds in accordance with federal grant regulations and HHS grants policy <p>(2 Pts) Description of the management controls and coordination mechanisms that will be used to ensure the timely and successful execution and operation of the proposed intervention;</p> <p>(2 Pts) An organizational chart to be included as an appendix which clearly identifies the reporting relationships of key personnel assigned to oversee this intervention.</p>

Section	Topics	Total Available Points	Scoring Criteria Breakdown
II.	Implementation Plan, including Triage Core Functions of the Medical Triage Line	30	<p>(2 Pts) An overall description of the Medical Triage Line function and scope of service, including a description of whether the proposed system is provided by a third-party vendor, outsourced to an off-site subcontractor, a custom designed solution by the applicant or another solution.</p> <p>(2 Pts) Description of the proposed Geographic Region in which the Medical Triage Line will operate including all ZIP codes served by the applicant’s PSAP. The applicant must specify each ZIP code of the proposed Geographic Region that overlaps with a Model Participant’s Model Region, including identification of the Model Participant(s) in the applicant’s Geographic Region.</p> <p>(2 Pts) New or Expanded Line Proposal</p> <ul style="list-style-type: none"> • If proposing to establish a new Medical Triage Line, the proposed timeline for developing the Medical Triage Line, including the anticipated date the Medical Triage Line will meet the definition of a Functional Medical Triage Line. • If proposing to expand upon an existing Medical Triage Line, identify the existing line and provide an overview of its structure and how funding provided under this NOFO will be utilized to expand upon or modify the line. <p>(1 Pt) The hours of operation of the Medical Triage Line. If this line will not operate 24/7, the applicant will describe how the hours of operation focus on times during which low-acuity calls have the highest volume.</p> <p>(8 Pts Total) A description of the staffing plan for the Medical Triage Line</p> <ul style="list-style-type: none"> • (2 of 8 Pts) Description of how the Medical Triage Line will be staffed, including minimum credentials and a timeline for staffing the Medical Triage Line ▪ (6 of 8 Pts) Description of minimum certification levels and qualification requirements, as well as job descriptions, for each position in the Medical Triage Line that the applicant is proposing to staff with individuals who have training and/or experience specific to emergency medical care <p>(3 Pts) An overview of any new protocols or updates to existing protocols, including how to identify Callers who will be appropriate for transfer to the Medical Triage Line and a timeline for developing, testing, and approving those protocols.</p> <p>(5 Pts) Description of quality improvement / quality assurance processes that will be implemented to assure quality and safety.</p>

Section	Topics	Total Available Points	Scoring Criteria Breakdown
			<p>(4 Pts) Triage Line communication with Callers</p> <ul style="list-style-type: none"> • Description of how Callers consent to being transferred from 911 to the Medical Triage Line. • Description of how Triage Line Staff will inform Callers of their options to accept the Medical Triage Line’s referrals or coordination, or request to be transferred back to the PSAP. • Description of how Triage Line Staff will inform Callers that the services to which they are being referred may require out-of-pocket payments. • Description of how telephone triage services will be provided to non-English-speaking Callers, deaf or hard-of-hearing Callers, and other groups of Callers who may have difficulty communicating by telephone • If applicant proposes to use Support Staff, description of Support Staff roles and tasks <p>(2 Pts) A description of the applicant’s plan for developing and maintaining the Resource List. Applicants must describe their process for identifying and tracking availability of Community Resources to which Callers are referred.</p> <p>(1 Pt) A plan for successfully implementing the proposed intervention within the context of laws, regulations, or policies of the proposed Geographic Region.</p>
III.	Description of Impact on the Applicant Community	20	<p>(8 Pts) A summary of characteristics of the community to be served by the Medical Triage Line based on 2019 calendar year data:</p> <ul style="list-style-type: none"> • Total population of proposed Geographic Region. • Annual number of ED visits in proposed Geographic Region. • Annual number of ground emergency transports in proposed Geographic Region • Annual number of ground emergency transports of Medicare FFS beneficiaries in the proposed Geographic Region <p>(4 Pts) Usage Statistics:</p> <ul style="list-style-type: none"> • An approximation of the total number of 911 Calls received in the most recent year for which data is available specified by fire, police, and medical; • An approximation of the number or percentage of 911 Calls that will be routed to the Medical Triage Line per year; • An approximation of the number or percentage of 911 Calls that may result in the Caller being directed to a Community Resource per year following implementation of the Medical Triage Line

Section	Topics	Total Available Points	Scoring Criteria Breakdown
			<p>(8 Pts) Community benefits:</p> <ul style="list-style-type: none"> • How the Community Resources identified in the application submitted in response to this NOFO will meet the needs of the communities in applicant’s proposed Geographic Region; • How the Community Resources identified in the application will meet the needs of Medicare FFS beneficiaries in the applicant’s proposed Geographic Region • If implementing Optional Functions, a description of how those Optional Functions will affect the individuals located in the applicant’s proposed Geographic Region • An explanation of how the establishment or augmentation of a Medical Triage Line will impact the EMS system in the applicant’s proposed Geographic Region.
IV.	Sustainability Plan and Existing Funding Sources or Plans for Alternate Funding	25	<p>(8 Pts) Detailed information regarding any current funding sources and how that funding will be maintained.</p> <p>(8 Pts) Strategy for identifying Community Resources, payers, and others in the Geographic Region that can share in the ongoing investment required to maintain services, including a description of how the planned intervention aligns with the mission of the potential funding sources.</p> <p>(5 Pts) Strategy for identifying alternative sources of ongoing funding to support access to the Medical Triage Line by Callers with no health insurance. The description should include an approximation of the annual number of uninsured Callers and an engagement strategy with various potential Community Resources that serve the uninsured.</p> <p>(4 Pts) Description of how the activities proposed in the application submitted in response to this NOFO will complement, not duplicate, activities currently funded by other grants and/or cooperative agreements.</p>
V.	Optional Functions of the Medical Triage Line, if Applicable*	5	<p>(3 Pts) Optional Functions to be Offered - The applicant may receive a total of 3 points for proposing to implement at least two of the Optional Functions or 1 point for proposing to implement one Optional Function. Optional Functions include:</p> <ul style="list-style-type: none"> • Warm Handoffs to Community Resources or the Caller’s usual source of care. • Coordination of transportation on behalf of the Caller. • Assistance with scheduling an appointment with the Caller’s usual source of care or a Community Resource. <p>(1 Pt) A description of how, if at all, applicants intend to jointly monitor the outcome of follow-up referrals to ensure that visits occur as scheduled and Callers do not experience further access challenges.</p> <p>(1 Pt) A description of each Community Resource’s capacity for new appointments and acceptance of Warm Handoffs.</p>

Section	Topics	Total Available Points	Scoring Criteria Breakdown
VI.	Interoperability Plan, If Applicable*	5	<p>(2 Pts) Detailed description that demonstrates the ability to collect and share patient data and describes with whom the information will be shared.</p> <p>(1 Pt) Description of any current participation in a health information exchange (HIE) including how it is utilized or plans to participate in an HIE.</p> <p>(1 Pt) Details of how the patient data and other anticipated information collected will be used to meet the goals of the ET3 model and the Medical Triage Line.</p> <p>(1 Pt) Description of how the proposed intervention complies with applicable state and federal privacy laws as well as information processing standards, including HIPAA privacy and security regulations, 42 CFR Part 2, and FIPS, or other similar state and local scope of practice requirements, and when and how Caller consent and authorization will be obtained.</p>
VII.	Data Storage, Reporting, and Monitoring	30	<p>(8 Pts) Description of the process by which data elements required for reporting as described in section A4.5, including quarterly, annual, and final progress reporting as well as data related to performance milestones will be tracked, recorded, and reported.</p> <p>(6 Pts) Description of technology and software systems that are currently utilized and how current data storage tools will be leveraged to allow for the collection and reporting of required data.</p> <p>(4 Pts) Description of the willingness and ability to share information regarding the progress made towards a Functional Medical Triage Line. Willingness and ability to share program documents, training materials, and any other program related materials with CMS and its contractors and to assist in arranging other data gathering activities.</p> <p>(3 Pts) Description of how the proposed intervention complies with applicable federal and state privacy laws as well as information processing standards, including HIPAA privacy and security regulations, 42 CFR Part 2, and FIPS, or other similar state and local standards.</p> <p>(5 Pts) Strategy for ensuring participation in the Innovation Center’s mandatory model evaluation by the Recipient and Community Resources.</p> <p>(4 Pts) Demonstrated capacity to participate in program-level data provision and qualitative evaluation or monitoring tasks, which may include arranging site visits, observations, interviews, on site or desk audits, and focus groups, submitting aggregate Caller data, and other activities, as needed by CMS or CMS’s contractors.</p>

Section	Topics	Total Available Points	Scoring Criteria Breakdown
Budget Narrative			
	Budget Narrative	20	<p>(5 Pts) Detailed budget, adhering to the format outline in Appendix I, Guidance for Preparing a Budget Request and Narrative, for the period of performance.</p> <p>(10 Pts) Reasonableness of requested funding according to tasks proposed:</p> <ul style="list-style-type: none"> • (4 of 10 Pts) Funds requested are reasonable based on the total available funding and each activity is linked to the goals of this NOFO and be consistent with ET3 model requirements. • (3 of 10 Pts) Funds requested are reasonable to support personnel costs. If utilizing a subrecipient to carry out the Required Core Functions or Optional Functions, then the applicant has described how the subrecipient will operate functions of the intervention. • (3 of 10 Pts) Funds requested are reasonable based on proposed project goals. Include description of if the Medical Triage Line will be a new line or an expansion of an existing line. Identification of any non-CMS funding sources, the value of such funding, and a description for how the funding will be integrated into the project. <p>(5 Pts) Detailed plan for how Milestone Funding would be used to support the goals of the ET3 model.</p>
Total Points for Required Information			140
Total Bonus Points for Information Provided in Optional Sections			10
Total Available Points			150

* Denotes optional section that relates to the ability for the applicant to earn bonus points.

E2. Review and Selection Process

- CMS will consider the geographic diversity and scale of all applications when making final award determinations.
- Awards may be adjusted to a lower amount if the applicant fails to meet performance milestones (refer to section F5. Reporting).
- The application itself is not a legally binding contract and does not require any applicant or CMS to enter into a cooperative agreement.
- CMS will select Recipients at CMS's sole discretion. Such selection will not be subject to administrative or judicial review, per Section 1115A(d)(2)(B) of the Act.

Please refer to Appendix V. Review and Selection Process for more information on the review and selection process.

E3. Federal Awardee Performance Integrity Information System (FAPIS)

In accordance with 45 CFR Part 75:

- i. CMS, prior to making a Federal award with a total amount of Federal share greater than the simplified acquisition threshold, is required to review and consider any information about

the applicant that is in the designated integrity and performance system accessible through SAM (currently FAPIIS) (see 41 U.S.C. 2313);

- ii. An applicant, at its option, may review information in the designated integrity and performance systems accessible through SAM and comment on any information about itself that the HHS awarding agency previously entered and is currently in the designated integrity and performance system accessible through SAM.
- iii. CMS will consider any comments by the applicant, in addition to the other information in the designated integrity and performance system, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicant as described in §75.205.

F. Federal Award Administration Information

F1. Federal Award Notices

If successful, applicant will receive a Notice of Award (NoA) signed and dated by the CMS Grants Management Officer. The NoA is the document authorizing the cooperative agreement award and will be issued to the applicant as listed on the SF-424 and available to the applicant organization through the online grants management system used by CMS and awardee organizations. Any communication between CMS and applicant prior to issuance of the NoA is not an authorization to begin performance of a project.

If unsuccessful, CMS notifies the applicant electronically to the address as listed on its SF-424, within 30 days of the award date.

F2. Administrative and National Policy Requirements

A. National/Public Policy Requirements

By signing the application, the authorized organizational official certifies that the organization will comply with applicable public policies. Once a cooperative agreement is awarded, the Recipient is responsible for establishing and maintaining the necessary processes to monitor its compliance and that of its employees and, as appropriate, subrecipients and contractors under the cooperative agreement with these requirements. Recipient should consult the applicable Appropriations Law, Exhibit 3 of the HHS Grants Policy Statement, titled Public Policy Requirements, located in Section II, pages 3-6, as well as the terms and conditions of award for information on potentially applicable public policy requirements.

Non-Discrimination

All awardees receiving awards under this cooperative agreement project must comply with all applicable Federal statutes relating to nondiscrimination, including, but not limited to:

- a. Title VI of the Civil Rights Act of 1964,
- b. Section 504 of the Rehabilitation Act of 1973,
- c. The Age Discrimination Act of 1975,
- d. Title II, Subtitle A of the Americans with Disabilities Act of 1990;
- e. Section 1557 of the Affordable Care Act;
- f. Title IX of the Education Amendments of 1972; and
- g. Applicable federal religious nondiscrimination laws, <https://www.hhs.gov/conscience/religious-freedom/index.html>, and applicable federal

conscience protection and associated anti-discrimination laws
<https://www.hhs.gov/conscience/conscience-protections/index.html>.

Accessibility Provisions

Recipients of federal financial assistance (FFA) from HHS must administer their programs in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex. This includes ensuring programs are accessible to persons with limited English proficiency. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. Please see follow link to [HHS website information on provider obligations](#); and [link to HHS OCR Section 1557](#).

Recipients of FFA must ensure that their programs are accessible to persons with limited English proficiency. HHS provides guidance to recipients of FFA on meeting their legal obligation to take reasonable steps to provide meaningful access to their programs by persons with limited English proficiency. Please see [HHS link to limited English proficiency guidance](#) and [LEP government website](#). For further guidance on providing culturally and linguistically appropriate services, recipients should review the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care URL to [HHS Minority Health website](#).

- Recipients of FFA also have specific legal obligations for serving qualified individuals with disabilities. Please see [HHS OCR link to disabilities information](#)
- HHS funded health and education programs must be administered in an environment free of sex discrimination, including sexual harassment. Please see: [HHS link to sex discrimination information](#); [Link to US Department of Education](#); and [Link to EEOC publications](#)
- Recipients of FFA must also administer their programs in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws. Collectively, these laws prohibit exclusion, adverse treatment, coercion, or other discrimination against persons or entities on the basis of their consciences, religious beliefs, or moral convictions. Please see: [HHS link to conscience protections](#); and [HHS link to religious freedom](#).

Recipients should review and comply with the reporting and review activities regarding accessibility requests outlined in Appendix IV, Accessibility Provisions to this Notice of Funding Opportunity.

Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under federal civil rights laws at [HHS OCR website](#) or call 1-800-368-1019 or TDD 1-800-537-7697.

B. Administrative Requirements

- All equipment, staff, and other budgeted resources and expenses must be used exclusively for the projects identified in the applicant's original application or agreed upon subsequently with HHS, and may not be used for any prohibited uses.
- Consumers and other stakeholders must have meaningful input into the planning, implementation, and evaluation of the project.

- This award is subject to 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS awards [available on the [ECFR government website](#)] which implements 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”) effective December 26, 2014. See below for more information.

Uniform Administrative Requirements, Cost Principles, and Audit Requirements

Applicant and recipients should take particular note of the following information found in 45 CFR Part 75:

Uniform Administrative Requirements

In accordance with 45 CFR §75.112, all award recipients receiving federal funding from CMS must establish and comply with the conflict of interest policy requirements outlined by CMS (available for applicant upon request).

In accordance with 45 CFR §75.113, Mandatory Disclosures, the non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the HHS awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in Appendix XII to 45 CFR Part 75 are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make the required disclosures can result in the imposition of any of the remedies described in §75.371, including suspension or debarment. (See also 2 CFR Parts 180 and 376, and 31 U.S.C. 3321). For specific information on reporting such disclosures to CMS and HHS please see Section F3. Terms and Conditions of this NOFO.

Cost Principles

CMS grant and cooperative agreement awards provide for reimbursement of actual, allowable costs incurred and are subject to the Federal cost principles. The cost principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or indirect, and set forth allowability and allocability principles for selected items of cost. Applicability of a particular set of cost principles depends on the type of organization. Award recipients must comply with the cost principles set forth in HHS regulations at 45 CFR Part 75, Subpart E with the following exceptions: (1) hospitals must follow Appendix IX to part 75; and (2) commercial (for-profit) organizations are subject to the cost principles located at 48 CFR subpart 31.2. As provided in the cost principles in 48 CFR subpart 31.2, allowable travel costs may not exceed those established by the Federal Travel Regulation (FTR).

There is no universal rule for classifying certain costs as either direct or indirect (also known as Facilities & Administration (F&A) costs) under every accounting system. A cost may be direct with respect to some specific service or function, but indirect with respect to the Federal award or other final cost objective. Therefore, it is essential that each item of cost incurred for the same purpose is treated consistently in like circumstances either as a direct or F&A cost in order to avoid double-charging of Federal awards. Guidelines for determining direct and F&A costs charged to Federal awards are provided in 45 CFR §§75.412 to 75.419. Requirements for development and submission of indirect (F&A) cost rate proposals and cost allocation plans are contained in Appendices III-VII, and Appendix IX to Part 75.

Indirect Costs

CMS will reimburse indirect costs to recipients under an award if (1) allowable under the governing statute, regulations, or HHS grants policy; (2) the recipient requests indirect costs; and (3) the recipient has a federally approved indirect cost rate agreement covering the grant supported activities and period of performance or the non-federal entity has never received an indirect cost rate and elects to charge a de minimis rate of 10% of Modified Total Direct Costs (MTDC).

If the applicant entity has a current negotiated indirect cost rate agreement (NICRA) and is requesting indirect costs, a copy of the current NICRA must be submitted with the application. Any non-Federal entity that has never received a negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII(D)(1)(b) to 45 CFR part 75, may elect to charge a de minimis rate of 10% of MTDC which may be used indefinitely.

Commercial (For-Profit) Organizations: Indirect Costs are allowable under awards to for-profit organizations. The for-profit recipient must have a federally-approved indirect cost rate agreement covering the grant supported activities and period of performance. Indirect cost rates for for-profit entities are negotiated by DFAS in the Office of Acquisition Management and Policy, National Institutes of Health (if the preponderance of their federal awards are from HHS), available on the [Office of Acquisition and Management Policy website](#), or other Federal agency with cognizance for indirect cost rate negotiation. If there is no federally-approved indirect cost rate for the specific period of performance and the for-profit recipient has never received an indirect cost rate, then the non-federal entity may elect to charge a de minimis rate of 10% of MTDC.

Cost Allocation

In accordance with 45 CFR §75.416 and Appendix V to Part 75 – State/Local Government-wide Central Service Cost Allocation Plans, each state/local government will submit a plan to the HHS Cost Allocation Services for each year in which it claims central service costs under Federal awards. Guidelines and illustrations of central service cost allocation plans are provided in a brochure published by the HHS entitled “A Guide for State, Local and Indian Tribal Governments: Cost Principles and Procedures for Developing Cost Allocation Plans and Indirect Cost Rates for Agreements with the Federal Government.” A copy of this brochure may be obtained from the HHS Cost Allocation Services on the [PSC website](#). A current, approved cost allocation plan must be provided to CMS if central service costs are claimed.

Public Assistance Cost Allocation Plans

Appendix VI to Part 75 – Public Assistance Cost Allocation Plans, provides that state public assistance agencies will develop, document and implement, and the Federal Government will review, negotiate, and approve, public assistance cost allocation plans in accordance with Subpart E of 45 CFR part 95. The plan will include all programs administered by the state public assistance agency. Where a letter of approval or disapproval is transmitted to a state public assistance agency in accordance with Subpart E, the letter will apply to all Federal agencies and programs. This Appendix (except for the requirement for certification) summarizes the provisions of Subpart E of 45 CFR part 95.

Audit Requirements

The audit requirements in 45 CFR Part 75, Subpart F apply to each award recipient fiscal year that begins on or after December 26, 2014. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F, Audit Requirements.

Commercial Organizations (including for-profit hospitals) have two options regarding audits, as outlined in 45 CFR §75.501 (see also 45 CFR §75.216).

F3. Terms and Conditions

This Notice of Funding Opportunity is subject to the Department of Health and Human Services Grants Policy Statement (HHS GPS) on [HHS government website under policies and regulations](#). The general terms and conditions in the HHS GPS will apply as indicated unless there are statutory, regulatory, or award-specific requirements to the contrary. Standard and program specific terms of award will accompany the NoA. Potential applicants should be aware that special requirements could apply to cooperative agreement awards based on the particular circumstances of the effort to be supported and/or deficiencies identified in the application by the HHS review panel. HHS regulation (45 CFR Part 75) supersedes information on administrative requirements, cost principles, and audit requirements for grants and cooperative agreements included in the current HHS Grants Policy Statement where differences are identified. Recipients must also agree to respond to requests that are necessary for the evaluation of national efforts and provide data on key elements of their own grant or cooperative agreement activities.

CMS may terminate any CMS award for material noncompliance. Material noncompliance includes, but is not limited to, violation of the terms and conditions of the award; failure to perform award activities in a satisfactory manner; improper management or use of award funds; or fraud, waste, abuse, mismanagement, or criminal activity.

In the event a Recipient or one of its subrecipients enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Recipient agrees to provide written notice of the bankruptcy to CMS. This written notice shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing and sent to the CMS Grants Management Specialist and Project Officer. This notice shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, a copy of any and all of the legal pleadings, and a listing of Government grant and cooperative agreement numbers and grant offices for all Government grants and cooperative agreements against which final payment has not been made.

Intellectual Property

Recipients under this solicitation must comply with the provisions of 45 CFR § 75.322, Intangible property and copyrights. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. The non-Federal entity is subject to applicable regulations governing patents and

inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401.

The Federal Government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

Prohibition on certain telecommunications and video surveillance services or equipment.

As described in 2 CFR 200.216, recipients and subrecipients are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

F4. Cooperative Agreement Terms and Conditions of Award

The administrative and funding instrument used for this program will be a cooperative agreement, an assistance mechanism in which substantial CMS programmatic involvement with the recipient is anticipated during the performance of the activities. Under each cooperative agreement, CMS' purpose is to support and stimulate the recipient's activities by involvement in, and otherwise working jointly with, the award recipient in a partnership role. To facilitate appropriate involvement during the period of this cooperative agreement, CMS and the recipient will be in contact at least once a month, and more frequently when appropriate.

Cooperative Agreement Roles and Responsibilities are as follows:

Centers for Medicare and Medicaid

CMS will have substantial involvement in program awards, as outlined below:

- Technical Assistance – CMS will host opportunities for training and/or networking, which may include conference calls, topic-specific webinars, office hours, and other vehicles.
- Collaboration – To facilitate compliance with the terms of the cooperative agreement and to support recipients more effectively, CMS may actively coordinate with other relevant Federal Agencies including but not limited to the Indian Health Service, the Internal Revenue Service, the Department of Homeland Security, the Administration for Children and Families, the Health Resources and Services Administration, the Centers for Disease Control and Prevention, and the Social Security Administration.
- Learning System – CMS will provide a structured approach to sharing, integrating, and actively applying quality improvement concepts, tactics, and lessons learned, all aimed at improving the likelihood of success of the model.
- Project Officers and Monitoring – CMS will assign specific Project Officers to each cooperative agreement award to support and monitor recipients throughout the period of performance. CMS Grants Management Officers, Grants Management Specialists, and Project Officers will monitor, on a regular basis, progress of each recipient. This monitoring may be by phone, document review, on-site visit, other meeting and by other appropriate means, such as reviewing program progress reports and Federal Financial Reports (FFR or SF-425). This monitoring will be to determine compliance with programmatic and financial requirements.
- Monitoring and Implementation Support – CMS will conduct a number of in-person and desk audits of recipients, as well as initial assessments, with the intention of understanding the recipient's processes and assisting recipients with implementation support needs, as appropriate. CMS will also use these activities to identify recipient issues, and to help recipients maintain compliance with the ET3 model and the terms identified in this NOFO.

Recipients

Recipients and assigned points of contact retain the primary responsibility and dominant role for planning, directing and executing the proposed project as outlined in the terms and conditions of the cooperative agreement and with substantial CMS involvement. Recipients shall engage in the following activities: Recipients and assigned points of contact retain the primary responsibility and dominant role for planning, directing and executing the proposed project as outlined in the terms and conditions of the cooperative agreement and with substantial CMS involvement.

Recipients shall engage in the following activities:

- Reporting – comply with all reporting requirements outlined in this funding opportunity and the terms and conditions of the cooperative agreement to ensure the timely release of funds.
- Program Evaluation – cooperate with CMS-directed model evaluations.
- Technical Assistance - participate in technical assistance activities as appropriate.

- Learning System – participate in targeted learning activities throughout the course of the ET3 model, including the period after selection but prior to performance start date; responding to surveys or other mechanisms to assist CMS in identifying recipient learning needs; and other items listed in Section F5.a.iii. (Learning System Participation) below.
- Audits and Initial Assessments – cooperate with CMS-organized audits and initial assessments of Recipient interventions, data collection, data reporting, and other model terms. Initial assessments, which occur for the first 12 months of the period of performance, aim to assess whether the Recipients have the operational structures and processes in place to support successful implementation and maintain compliance with certain requirements of the ET3 model. Conducting initial assessments during the early stages of model implementation allows for an open dialogue between CMS and Recipients and an opportunity for direct and timely feedback. Audits, starting in month 12 of the period of performance and continuing through the end of the period of performance, occur after basic education and assistance have been provided, and serve as a compliance-based assessment of Recipients’ adherence to model policies.
- Program Standards – comply with all applicable current and program requirements and standards, as detailed in regulations, guidance, and the cooperative agreement terms and conditions provided with the NoA.

F5. Reporting

a. Progress Reports

Each Recipient will be required to submit quarterly progress reports, annual progress reports and a final progress report. CMS will provide the Recipient with guidance and/or a template related to progress report submissions. These reports will include narrative updates on model activities as well as information on operational and performance milestones in accordance with the ET3 model cooperative agreement. The Innovation Center will use the quarterly and annual reports to track progress on model goals, identify technical assistance needs, and inform learning activities for all Recipients. The operations and performance milestones will support Innovation Center efforts to confirm that each Recipient is able to meet program requirements and deliver high quality care to beneficiaries. The Innovation Center will also share these findings with Recipients individually on an ongoing basis for quality improvement purposes. Recipients must maintain records of all source data used to calculate and report Medical Triage Line data described in section A4.5 and other performance milestone data as reflected in Table B below and make such data available to the Innovation Center and CMS contractors for periodic on-site and desk audits. CMS will consider Recipients for corrective action, funding restrictions, or termination if they do not meet the model reporting requirements outlined in their cooperative agreement Notice of Award and Terms and Conditions.

A list of specific operational milestones that each Recipient must report to CMS is included in Table B, below. CMS reserves the right to revise these operational milestones as needed during the period of performance.

Table B. ET3 Model Operational Milestones

Operational Milestone	Description
Learning system attendance and participation	Participate in required learning activities as detailed in section F5.a.iii.
Updated Staffing Plan and Resumes/CVs (if requested by CMS)	Each Recipient must submit a current version of its staffing plan at CMS’s request. Staffing plans should identify any substantial changes to a previously-approved staffing plan. A substantial change includes changes in key personnel and/or addition of staff names, titles, duties, or responsibilities. Resumes and CVs for key personnel must be submitted with the updated staffing plan. If the Recipient has proposed to staff the Medical Triage Line with individuals who have experience and/or training in emergency medical care, then the Recipient must submit resumes for those individuals. Each Recipient must inform their project officer of changes as they occur during regular communications.
Updated Implementation Plan	Each Recipient shall implement the ET3 Model requirements as specified in its CMS-approved Implementation Plan. A Recipient’s response to section D.2.d.II NOFO constitutes the CMS-approved Implementation Plan until it is superseded by a CMS-approved updated Implementation Plan that meets the requirements of this section and the terms and conditions of award. Each Recipient must submit an updated Implementation Plan as a standalone document to CMS within 90 days of the start of the period of performance. This updated Implementation Plan must address each requirement set forth in Section D2.d.II of this NOFO, including Triage Core Functions and Optional Functions of the Medical Triage Line. CMS will approve or reject the Implementation Plan as specified in the terms and conditions of award. If CMS rejects an updated Implementation Plan, Recipient must work with its Project Officer to revise and resubmit a proposal in a form and manner specified by CMS. An updated Implementation Plan shall become effective on the date that CMS provides a formal notice of approval. Each Recipient must inform their CMS project officer of changes to the Implementation Plan as they occur during regular communications. Changes that require CMS prior approval will be specified in the model terms and conditions, but may include without limitation: changes to the Geographic Region, changes in ZIP code overlap between the Recipient’s Geographic Region and Model Participants’ Model Region, changes in Community Resource capacity, and changes in Triage Core Functions and Optional Functions of the Medical Triage Line.
Updated Sustainability plan	Each Recipient must revise their Sustainability Plan and submit to CMS as a standalone document at the time of annual progress report. Each Recipient must inform their CMS project officers of changes as they occur during regular communications. With the final Progress report, the Recipient must submit an updated Sustainability Plan to address how the Recipient will continue to serve the communities in the Recipient’s Geographic Region after the end of the performance period.

Operational Milestone	Description
Medical Triage Line Data	<p>Each Recipient must provide CMS with the aggregate data as required by Section A4.3 on a quarterly basis. Quarterly data reports are due within 30 days of the end of each quarter. Quarters close on December 31, March 31, June 30, and September 30.</p> <p>Note: The Recipient must submit aggregate counts for each of the metrics stated in Section A4.5. These counts will be used by the Innovation Center both for monitoring and to determine a Recipient’s eligibility to receive Milestone Funding.</p>

Milestone Funding Requirements

Recipients must report aggregated data on their Medical Triage Line for performance milestones. The requirements under consideration in these domains are listed in Table C below.

During Year 2, a Recipient has the opportunity to access Milestone Funding, which will be awarded as one-time funding, in an amount equivalent to up to 25% of the total award. A Recipient will only be able to draw down Milestone Funding, if it demonstrates satisfactory establishment of a Functional Medical Triage Line and completes all required reporting as detailed in Table C. below. The actual amount of Milestone Funding made available to Recipients in Year 2 may be less than 25% of the total award amount and will be determined based on the Recipient’s reporting or performance on measures as reported in the Non-Competing Continuation Application. Milestone Funding will be restricted and is not guaranteed.

Table C. Performance Milestones Under Consideration

Performance Milestone	Source	Description
Implementation/ Establishment of a Functional Triage Line	Non- Competing Continuation Application	As part of the Non-Competing Continuation application, which must be submitted to CMS at least sixty days prior to the end of the first budget period, the Recipient must submit to CMS a report detailing progress towards a Functional Medical Triage Line to include detail regarding specific Triage Core Functions and Optional Functions provided by the Recipient. In order to receive Milestone Funding, the Recipient must have a Functional Medical Triage Line at the time the Non-Competing Continuation application is due.
Data Reporting	Non- Competing Continuation Application	As part of the Non-Competing Continuation application, the Recipient must submit to CMS a report that includes all available data for the Medical Triage Line as required by Section A4.5. To the extent that a Recipient is unable to provide data for one or more of the elements listed in Section A4.5 at the time of the Non-Competing Continuation application, for each element that is unavailable, the Recipient should respond “0” and provide an explanation as to why data is not available as well as an estimate of the quarter in which such data will be reported to CMS.

i. Monitoring

CMS will monitor the performance of each Recipient pursuant to the Terms and Conditions of Award.

Each Recipient will be required to comply fully with CMS's and any CMS contractor's monitoring plan for the ET3 model. CMS, with the assistance of contractors, will primarily monitor awards through data collection and reporting to the Innovation Center and the Office of Acquisition and Grants Management (OAGM). CMS's goal is to monitor and measure model activities in a manner that optimizes its usefulness for both Recipients and the Innovation Center. The Innovation Center will closely track model progress through project officers and an implementation and monitoring contractor. A key monitoring activity is the provision of feedback to Recipients to facilitate compliance with the Terms and Conditions of the cooperative agreement.

Each Recipient will be required to participate in model monitoring activities that include but are not limited to:

- Submission of quarterly, annual, and final progress reports
- Regular communications with a CMS project officer
- Submission of other standalone documents as specified in Tables B and C

ii. Evaluation

CMS will evaluate the model pursuant to section 1115A(b)(4) of the Act. Each Recipient will be required to provide data and interact with the independent evaluation contractor. Evaluation data may include, but are not limited to, providing the quarterly and annual usage statistics (identified in section A4.5), hosting and managing site visits of the evaluation contractor, and making staff available for interviews (on site or telephonic). CMS will seek to reduce Recipient burden in requests for additional new evaluation data.

iii. Learning System Participation

Learning System Strategy

A Learning System is a structured approach to sharing, integrating, and actively applying quality improvement concepts, tactics, and lessons learned to accelerate implementation and improve the success of the Model aims. The Innovation Center will design, implement, and manage a learning system, and tailor it to the needs of Recipients. The learning system functions by: identifying and packaging new knowledge and practices; leveraging data and Recipient input to guide change/improvement; and building learning communities and networks to share and spread new knowledge and practices among Recipients.

The ET3 model learning system may also offer support during the application period as applicants prepare to apply for this Model.

Learning System Activities for Recipients

Each Recipient will be required, under the terms and conditions of the award, to actively participate in learning system activities throughout the entirety of the cooperative agreement's two-year period of performance as a condition of participation in the model. As outlined in this NOFO, Recipients will focus on developing and finalizing mandatory and optional services using existing state, local government, Medicaid, and/or CHIP authorities as necessary, and

building collaboration with payers, health care providers and other delivery system components as needed.

Overall, the types of learning system activities Recipients can expect will vary, but the learning system will facilitate peer learning and information-sharing around how to best achieve quick and effective performance improvement. The learning system will allow Recipients to share their experiences, track their progress, glean promising practices from their peers, and rapidly adopt new ways of achieving improvements in care quality and cost reduction.

CMS requires Recipients and encourages their other model partners (e.g. payers, other health care providers, and Community Resources) to join a robust learning system to ensure rapid diffusion of best practices across all Recipients and partners. Learning system activities will provide the Recipient with ET3 model learning support and activities to include didactic presentations and interactive discussions, both live and asynchronous, and may include peer-to-peer learning, virtual site visits, teleconferences, improvement feedback opportunities, webinars, training exchanges, report-outs, affinity groups, integrated learning events, case studies, vignettes, and TBD in-person meetings at a CMS designated location in the Baltimore/District of Columbia area or in another region. Peer-to-peer learning among Recipients is a key activity because knowledge transfer about model implementation in unique state, county, and/or local environments is crucial to successful future model adoption by other government entities that have authority over their PSAPs.

Required Learning System Activities

Each Recipient will be required to:

1. Participate in targeted learning on Driver Diagrams, and during Year 1 of the cooperative agreement, develop and submit to CMS, and/or its contractors, an individualized Recipient Driver Diagram (after submission to CMS, the Recipient Driver Diagram should be maintained and updated by the Recipient throughout the life of the cooperative agreement as a framework to guide and align the intervention design and implementation activities and shared with CMS upon request);
2. Upon request, answer surveys, participate in interviews, or engage in other activities to assist CMS and its contractors in identifying Recipient's learning needs;
3. Participate in the identification and dissemination of practices that are showing positive outcomes by sharing lessons learned with other Recipients and Model Participants (e.g. presenting on webinars);
4. Participate in at least one virtual ET3 model learning activity every quarter during the 2-year period of performance, beginning Year 1;
5. Share with CMS, its contractors, and if relevant, with other Recipients, Model Participants, and other model partners (e.g. payers and Community Resources) information on county, state, and federal programs that complement ET3 model interventions in the communities served;
6. Develop, track, and report to CMS on quality improvement efforts, activities, and program measures at regular intervals; and
7. Participate in an in-person event during one of the years of the period of performance (TBD). This in-person event will be held in the Baltimore/District of Columbia area or another area depending on where Model Participants and Recipients are geographically located, and will be geared towards Model Participant learning, collaboration, and

dissemination of ET3 model promising practices and other Model Participant needs. Staff travel costs will be reimbursed, if reflected in the applicant's proposal, for one individual to attend one in-person event in the Baltimore/DC area or another area depending on where Model Participants and Recipients are geographically located during the two-year award period.

b. Financial Reports

Required On-Line Reporting. CMS requires Recipients to submit quarterly cash transaction and semi-annual or annual expenditure financial reporting data through PMS in a consolidated single reporting system. This consolidated single reporting system includes submission of the following required fields in the Federal Financial Report (FFR or SF-425): lines 10.a through 10.c to reflect cash transactions data and lines 10.d through 10.h to reflect expenditures, obligations, and liquidations data. Failure to submit timely reports may result in the inability to access funds.

Quarterly Cash Transaction Financial Reporting

Report Submission Deadline. Unless superseded by program-specific statute or regulations or by CMS policy, in accordance with 45 CFR 75.341, the deadline for submitting the required Federal reporting is 30 days after the end of each quarter (i.e., by January 30, April 30, July 30 and October 30) and 90 days after the project has ended.

Semi-Annual, Annual, and Final Expenditure Reporting

Recipient must also report on Federal expenditures, Recipient Share (if applicable), and Program Income (if applicable and/or allowable) at least annually via the Payment Management System. Frequency of required expenditure reporting, whether semi-annually or annually, is stipulated in the Program Terms and Conditions of award. Expenditures, Recipient Share, and Program Income is reflected through completion of lines 10.d through 10.o of the FFR.

Additional information on financial reporting will be provided in the terms and conditions of award.

c. Federal Funding Accountability and Transparency Act Reporting Requirements

New awards issued under this NOFO are subject to the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109– 282), as amended by section 6202 of Public Law 110–252 and implemented by 2 CFR Part 170. Grant and cooperative agreement recipients must report information for each first-tier sub- award of \$30,000 or more in Federal funds and executive total compensation for the recipient's and sub-recipient's five most highly compensated executives as outlined in Appendix A to 2 CFR Part 170 (available online [FSRS government website](#)).

d. Audit Requirements

Recipients must comply with audit requirements outlined in HHS regulation 45 CFR Part 75 (implementing 2 CFR Part 200). See Subpart F – Audit Requirements. <http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75#sp45.1.75.f>.

e. Payment Management System Reporting Requirements

Once an award is made, the funds are posted in recipient accounts established in the Payment Management System (PMS). Recipients may then access their funds by using the PMS funds request process.

The PMS funds request process enables recipients to request funds using a Personal Computer with an Internet connection. The funds are then delivered to the recipient via Electronic Funds Transfer (EFT). If you are a new recipient, please go to PMS Access Procedures to find information to register in PMS. If you need further help with that process, please contact the One-DHHS Help Desk via email at pmssupport@psc.gov or call (877) 614-5533 for assistance.

f. Government-wide Suspension and Debarment Reporting Requirements

Before you enter into a covered transaction at the primary tier, you as the participant must notify the Federal agency office that is entering into the transaction with you, if you know that you or any of the principals for that covered transaction meets any of the conditions outlined in 2 CFR 180.335. At any time after you enter into a covered transaction, you must give immediate written notice to the Federal agency office with which you entered into the transaction if you learn either that you failed to disclose or circumstances have changed as outlined in 2 CFR 180.350.

G. CMS Contacts

Applicants should contact Laura Rumley at ET3Model@cms.hhs.gov with any questions pertaining to the application including administrative, budgetary, or program requirements. Please reference "NOFO Inquiry" in the email subject line.

G1. Programmatic Questions

Laura Rumley
ET3Model@cms.hhs.gov

G2. Administrative/Budget Questions

Gabriel Nah
ET3model@cms.hhs.gov.

H. Other Information

The Federal Government is not obligated to make any Federal award as a result of this announcement. Only Grants Management Officers can bind the Federal Government to the expenditure of funds.

Publication of this notice does not oblige CMS to award any specific project or to obligate any available funds. If applicants incur any costs prior to an award being made, they do so at their own risk of not being reimbursed by the government. Notwithstanding verbal or written assurance that may have been received, there is no obligation on the part of CMS to cover pre-award costs unless approved by the Grants Management Officer as part of the terms and conditions if an award is made.

Appendix I. Guidance for Preparing a Budget Request and Narrative

Applicants should request funding only for activities which will be funded by this specific Notice of Funding Opportunity. All applicants must submit the Standard Form SF-424A as well as a Budget Narrative. The Budget Narrative should provide detailed cost itemizations and narrative supporting justification for the costs outlined in SF-424A. Both the Standard Form SF-424A and the Budget Narrative must include a yearly breakdown of costs for the entire project period. Please review the directions below to ensure both documents are accurately completed and consistent with application requirements.

Standard Form SF-424A

All applicants must submit an SF-424A. To fill out the budget information requested on form SF-424A, review the general instructions provided for form SF-424A and comply with the instructions outlined below.

- Note: The directions in the Notice of Funding Opportunity (NOFO) may differ from those provided by Grants.gov. Please follow the instructions included in this NOFO as outlined below when completing the SF-424A.
- Note: The total requested on the SF-424 (Application for Federal Assistance) should be reflective of the overall total requested on the SF-424A (Budget Information – Non-Construction) for the entire project period.

Section A – Budget Summary

- *Grant Program Function or Activity* (column a) = Enter “Name of Notice of Funding Opportunity” in row 1.
- *New or Revised Budget, Federal* (column e) = Enter the Total Federal Budget Requested for the project period in rows 1 and 5.
- *New or Revised Budget, Non-Federal* (column f) = Enter Total Amount of any Non-Federal Funds Contributed (if applicable) in rows 1 and 5.
- *New or Revised Budget, Total* (column g) = Enter Total Budget Proposed in rows 1 and 5, reflecting the sum of the amount for the Federal and Non-Federal Totals.

Section B – Budget Categories

- Enter the total costs requested for each Object Class Category (Section B, number 6) for each year of the project period. Notice of Funding Opportunities with a 5-year project period will need to also utilize a second SF-424A form.
- Column (1) = Enter Year 1 costs for each line item (rows a-h), including the sum of the total direct charges (a-h) in row i. Indirect charges should be reflected in row j. The total for direct and indirect charges for all year 1 line items should be entered in column 1, row k (sum of row i and j).
- Column (2) = Enter Year 2 estimated costs for each line item (rows a-h), including the sum of the total direct charges (a-h) in row i. Indirect charges should be reflected in row j. The total for direct and indirect charges for all year 2 line items should be entered in column 2, row k (sum of row i and j).
- Column (3) = (If applicable) Enter Year 3 estimated costs for each line item (rows a-h), including the sum of the total direct charges (a-h) in row i. Indirect charges should be

reflected in row j. The total for direct and indirect charges for all year 3 line items should be entered in column 3, row k (sum of row i and j).

- Column (4) = (If applicable) Enter Year 4 estimated costs for each line item (rows a-h), including the sum of the total direct charges (a-h) in row i. Indirect charges should be reflected in row j. The total for direct and indirect charges for all year 4 items should be entered in column 4, row k (sum of row i and j).
- Column (5) = Enter total costs for the project period for each line item (rows a-h), direct total costs (row i), and indirect costs (row j). The total costs for all line items should be entered in row k (sum of row i and j). The total in column 5, row k should match the total provided in Section A – Budget Summary, New or Revised Budget, column g, row 5.
- If the NOFO is for a 5-year project period, please complete a second SF-424A form and upload it as an attachment to the application (this specific attachment will not be counted towards the page limit). Year 5 information should be included in column 1 of Section B. Then enter the total for years 1-4 (per the first SF-424A form) in column 2 of Section B. The second SF-424A form will compute columns 1 and 2, reflecting total costs for the entire project period. This total should be consistent with the total Federal costs requested on the SF-424, Application for Federal Assistance. A blank SF-424A form can be found at Grants.gov: <https://www.grants.gov/web/grants/forms/sf-424-individual-family.html#sortby=1>

Budget Narrative – Sample Narrative and Instructions

Applicants must complete a Budget Narrative and upload it to the Budget Narrative Attachment Form in the application kit. Applicants must request funding only for activities not already funded/supported by a previous award. Awards should support separate activities and new federal funding should not be supplanted by prior federal funding. In the budget request, applicant should distinguish between activities that will be funded under this application and activities funded with other sources. Other funding sources include other HHS grant programs, and other federal funding sources as applicable.

A sample Budget Narrative is included below.

A. (Personnel) Salaries and Wages

For each requested position, provide the following information: title of position; name of staff member occupying the position, if available; annual salary; percentage of time budgeted for this program; total months of salary budgeted; and total salary requested. Also, provide a justification and describe the scope of responsibility for each position, relating it to the accomplishment of program objectives. These individuals must be employees of the applicant organization.

Note: As stated in applicable Appropriations Law, none of the funds appropriated shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. This salary cap applies to direct salaries and to those salaries covered under indirect costs, also known as facilities and administrative (F & A). Please consult the following link to determine the applicable current salary cap: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>

Sample Budget

Personnel Total	\$ _____
Grant	\$ _____
Funding other than Grant	\$ _____
Sources of Funding	_____

Position Title	Name (if known)	Annual	Time	Months	Amount Requested
Project Coordinator	Susan Taylor	\$45,000	100%	12 months	\$45,000
Finance Administrator	John Johnson	\$28,500	50%	12 months	\$14,250
Outreach Supervisor	Vacant	\$27,000	100%	12 months	\$27,000
Total:					\$86,250

Sample Justification

The format may vary, but the description of responsibilities should be directly related to specific program objectives.

Job Description: Project Coordinator - (Name)

This position directs the overall operation of the project; responsible for overseeing the implementation of project activities, coordination with other agencies, development of materials, provisions of in-service and training, conducting meetings; designs and directs the gathering, tabulating and interpreting of required data; responsible for overall program evaluation and for staff performance evaluation; and is the responsible authority for ensuring necessary reports/documentation are submitted to HHS. This position relates to all program objectives.

B. Fringe Benefits

Fringe benefits are usually applicable to direct salaries and wages. Provide information on the rate of fringe benefits used and the basis for their calculation. If a fringe benefit rate is not used, itemize how the fringe benefit amount is computed. This information must be provided for each position (unless the rates for all positions are identical).

Sample Budget

<i>Fringe Benefits Total</i>	\$ _____
<i>Grant</i>	\$ _____
<i>Funding other than Grant</i>	\$ _____
<i>Sources of Funding</i>	_____

Fringe Benefit	Rate	Salary Requested	Amount Requested
FICA	7.65%	\$45,000	\$3443
Worker's Compensation	2.5%	\$14,250	\$356
Insurance	Flat rate - \$2,000 (100% FTE for 12 months)	\$2,000	\$2,000
Retirement	5%	\$27,000	\$1,350
Total			\$7,149

C. Travel

Dollars requested in the travel category should be for applicant **staff travel only**. Travel for consultants should be shown in the consultant category. Allowable travel for other participants, advisory committees, review panel, etc. should be itemized in the same way specified below and placed in the “**Other**” category. Travel incurred through a contract should be shown in the contractual category.

Provide a narrative describing the travel staff members will perform. This narrative must include a justification which explains why this travel is necessary and how it will enable the applicant to complete program requirements included in the Notice of Funding Opportunity. List where travel will be undertaken, number of trips planned, who will be making the trip, and approximate dates. If mileage is to be paid, provide the number of miles and the cost per mile. The mileage rate cannot exceed the rate set by the General Services Administration (GSA). If travel is by air, provide the estimated cost of airfare. The lowest available commercial airfares for coach or equivalent accommodations must be used. If per diem/lodging is to be paid, indicate the number of days and amount of daily per diem as well as the number of nights and estimated cost of lodging. Costs for per diem/lodging cannot exceed the rates set by GSA. Include the cost of ground transportation when applicable. Please refer to the GSA website by using the following [link](#) to the portal.

Sample Budget

Fringe Benefits Total	\$ _____
Grant	\$ _____
Funding other than Grant	\$ _____
Sources of Funding	_____

Purpose of Travel	Location	Item	Rate	Cost
Site Visits	Neighboring areas of XXX	Mileage	\$0.545 x 49 miles (use mileage rate in effect at time of mileage incurrence) x 25 trips	\$668
Training (ABC)	Chicago, IL	Airfare	\$200/flight x 2 persons	\$400
		Luggage Fees	\$50/flight x 2 persons	\$100
		Hotel	\$140/night x 2 persons x 3 nights	\$840
		Per Diem (meals)	\$49/day x 2 persons x 4 days	\$392
		Transportation (to and from airport)	\$50/shuttle x 2 persons x 2 shuttles	\$200
		Transportation (to and from hotel)	\$25/shuttle x 2 persons x 2 shuttles	\$100
				\$2,700

Sample Justification

The Project Coordinator and the Outreach Supervisor will travel to (location) to attend a conference on the following topic XXXX. This conference is only held once a year in Chicago, IL. Attending this conference is directly linked to project goals/objectives and is a necessity because XXXX. The information and tools we will gather from attending this conference will help us to accomplish project objectives by XXXX. A sample itinerary can be provided upon request. The Project Coordinator will also make an estimated 25 trips to birth center sites to monitor program implementation (# of birth centers, # of trips per site). We are still in the process of identifying all birth center sites, but have identified an average mileage total for each site. This travel is necessary to ensure birth center sites are consistently and systematically collecting birth center data and submitting by deadlines provided. On-site monitoring will enable us to immediately address concerns. This travel also furthers our efforts to accomplish specific project goals for the following reasons

D. Equipment

Equipment is tangible nonexpendable personal property, including exempt property, charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. However, consistent with recipient policy, lower limits may be established. Technology items such as computers that do not meet the \$5,000 per unit threshold or an alternative lower limit set by recipient policy that may therefore be classified as supplies, must still be individually tagged and recorded in an equipment/technology database. This database should include any information necessary to properly identify and locate the item. For example: serial # and physical location of equipment (e.g. laptops, tablets, etc.). Provide justification for the use of each item and relate it to specific program objectives. Maintenance or rental fees for equipment should be shown in the “Other” category. All IT equipment should be uniquely identified. Show the unit cost of each item, number needed, and total amount.

Sample Budget

<i>Equipment Benefits Total</i>	\$ _____
<i>Grant</i>	\$ _____
<i>Funding other than Grant</i>	\$ _____
<i>Sources of Funding</i>	

Item(s)	Rate	Cost
All-in-one Printer, Copier, and Scanner (large scale)	1 @ \$5,800	\$5,800
X-Ray Machine	1 @ \$8,00	\$8,000
Total:		\$13,800

Sample Justification

Provide complete justification for all requested equipment, including a description of how it will be used in the program. For equipment and tools which are shared amongst programs, please cost allocate as appropriate. Applicant should provide a list of hardware, software and IT equipment which will be required to complete this effort. Additionally, they should provide a list of non-IT equipment which will be required to complete this effort.

E. Supplies

Supplies includes all tangible personal property with an acquisition cost of less than \$5,000 per unit or an alternative lower limit set by recipient policy. Individually list each item requested. Show the unit cost of each item, number needed, and total amount. Provide justification for each item and relate it to specific program objectives. Classify technology items such as computers that do not meet the \$5,000 per unit threshold or an alternative lower limit set by recipient policy as **supplies** and individually tag and record in an equipment/technology database. If appropriate, General Office Supplies may be shown by an estimated amount per month times the number of months in the budget category.

Sample Budget

Supplies Total	\$ _____
Grant	\$ _____
Funding other than Grant	\$ _____
Sources of Funding	_____

Item(s)	Rate	Cost
Laptop Computer	2 @ \$1,000	\$2,000
Printer	1 @ \$200	\$200
General office supplies	12 months x \$24/mo x 10 staff	\$2,880
Educational pamphlets	3,000 copies @ \$1 each	\$3,000
Educational videos	10 copies @ \$150 each	\$1,500
Total:		\$9,580

Sample Justification

General office supplies will be used by staff members to carry out daily activities of the program. The project coordinator will be a new position and will require a laptop computer and printer to complete required activities under this Notice of Funding Opportunity. The price of the laptop computer and printer is consistent with those purchased for other employees of the organization and is based upon a recently acquired invoice (which can be provided upon request). The pricing of the selected computer is necessary because it includes the following tools XXXX (e.g. firewall, etc.). The education pamphlets and videos will be purchased from XXX and used to illustrate and promote safe and healthy activities. Usage of these pamphlets and videos will enable us to address components one and two of our draft proposal. Word Processing Software will be used to document program activities, process progress reports, etc.

F. Consultant/Subrecipient/Contractual Costs

All consultant/subrecipient/contractual costs should include complete descriptions and cost breakdowns – for each consultant, subrecipient or contract. The following information, outlined below, should be provided for each consultant, sub-award (subrecipient) or contract.

REQUIRED REPORTING INFORMATION FOR CONSULTANT HIRING

This category is appropriate when hiring an individual who gives professional advice or provides services (e.g. training, expert consultant, etc.) for a fee and who is not an employee of the Recipient organization. Submit the following required information for consultants:

1. Name of Consultant: Identify the name of the consultant and describe his or her qualifications.
2. Organizational Affiliation: Identify the organizational affiliation of the consultant, if applicable.

3. Nature of Services to be Rendered: Describe in outcome terms the consultation to be provided including the specific tasks to be completed and specific deliverables. A copy of the actual consultant agreement should not be sent to HHS.
4. Relevance of Service to the Project: Describe how the consultant services relate to the accomplishment of specific program objectives.
5. Number of Days of Consultation: Specify the total number of days of consultation.
6. Expected Rate of Compensation: Specify the rate of compensation for the consultant (e.g., rate per hour, rate per day). Include a budget showing other costs such as travel, per diem, and supplies.
7. Justification of expected compensation rates: Provide a justification for the rate, including examples of typical market rates for this service in your area.
8. Method of Accountability: Describe how the progress and performance of the consultant will be monitored. Identify who is responsible for supervising the consultant agreement.

REQUIRED REPORTING INFORMATION FOR SUBRECIPIENT APPROVAL

The detailed descriptions and costs of project activities to be undertaken by a subrecipient is included in this category (please use formats from ‘Sample Budget’ and ‘Sample Justification’ above). For more information on subrecipient and contractual relationships, please refer to HHS regulation 45 CFR 75.351 *Subrecipient and Contractor Determinations* and 75.352 *Requirements for pass-through entities*.

REQUIRED REPORTING INFORMATION FOR CONTRACT APPROVAL

All recipients must submit to HHS the following required information for establishing a third-party contract to perform project activities.

1. Name of Contractor: Who is the contractor? Identify the name of the proposed contractor and indicate whether the contract is with an institution or organization.
2. Method of Selection: How was the contractor selected? State whether the contract is sole source or competitive bid. If an organization is the sole source for the contract, include an explanation as to why this institution is the only one able to perform contract services.
3. Period of Performance: How long is the contract period? Specify the beginning and ending dates of the contract.
4. Scope of Work: What will the contractor do? Describe in outcome terms, the specific services/tasks to be performed by the contractor as related to the accomplishment of program objectives. Deliverables should be clearly defined.
5. Method of Accountability: How will the contractor be monitored? Describe how the progress and performance of the contractor will be monitored during and on close of the contract period. Identify who will be responsible for supervising the contract.
6. Itemized Budget and Justification: Provide an itemized budget with appropriate justification. If applicable, include any indirect cost paid under the contract and the indirect cost rate used.

G. Construction (not applicable)

H. Other

This category contains items not included in the previous budget categories. Individually list each item requested and provide appropriate justification related to the program objectives.

Sample Budget

<i>Other Total</i>	\$ _____
<i>Grant</i>	\$ _____
<i>Funding other than Grant</i>	\$ _____
<i>Sources of Funding</i>	_____

Item(s)	Rate	Cost
Telephone	\$45 per month x 3 employees x 12 months	\$1,620
Postage	\$250 per quarter x 4 quarters	\$1,000
Printing	\$0.50 x 3,000 copies	\$1,500
Equipment Rental *specify item	\$1,000 per day for 3 days	\$3,000
Internet Provider Service	\$20 per month x 3 employees x 12 months	\$720
Word Processing Software (specify type)	1 @ \$400	\$400
Total:		\$8,240

[Some items are self-explanatory (telephone, postage, rent) unless the unit rate or total amount requested is excessive. If the item is not self-explanatory and/or the rate is excessive, include additional justification. For printing costs, identify the types and number of copies of documents to be printed (e.g., procedure manuals, annual reports, materials for media campaign).]

Sample Justification

We are requesting costs to accommodate telephone and internet costs for the 3 new hires that will be working on this project in the new space designated. We are also requesting printing and postage costs to support producing fliers to disseminate in the community and brochures to educate participants enrolled in the program. The word processing software will be used to help us track data and compile reports. To track and compile the data, we will need to rent _____. Without this equipment, we will not be able to produce this information in an accurate and timely manner.

I. Total Direct Costs

\$ _____

Show total direct costs by listing totals of each category.

J. Indirect Costs

\$ _____

To claim indirect costs, the applicant organization must have a current approved indirect cost rate agreement established with the Cognizant Federal agency unless the organization has never established one (see 45 CFR §75.414 for more information). If a rate has been issued, a copy of the most recent indirect cost rate agreement must be provided with the application.

Sample Budget

The rate is ___% and is computed on the following direct cost base of \$ _____.

Personnel	\$ _____
Fringe	\$ _____
Travel	\$ _____
Supplies	\$ _____
Other	\$ _____
Total	\$ _____ x _____% = Total Indirect Costs

If the applicant organization has never received an indirect cost rate, except for those non-Federal entities described in Appendix VII(D)(1)(b) to 45 CFR part 75, the applicant may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC). If the applicant has never received an indirect cost rate and wants to exceed the de minimis rate, then costs normally identified as indirect costs (overhead costs) can be budgeted and identified as direct costs. These costs should be outlined in the “other” costs category and fully described and itemized as other direct costs.

Appendix II. Application and Submission Information

Please CTRL/Click to access links or paste to your browser. Please note these are the most up-to-date directions and links that CMS has access to at this time. Applicants are advised to check the websites for any changes. Also, phone numbers are provided if additional assistance is needed as several websites have made recent changes to links and directions.

This NOFO contains all the instructions to enable a potential applicant to apply. The application should be written primarily as a narrative with the addition of standard forms required by the Federal government for all grants and cooperative agreements.

EIN, DUNS, AND SAM REQUIREMENTS (ALL APPLICATIONS)

Employer Identification Number

All applicants under this Notice of Funding Opportunity must have an Employer Identification Number (EIN), otherwise known as a Taxpayer Identification Number (TIN), to apply. **Please note, applicants should begin the process of obtaining an EIN/TIN as soon as possible after the Notice of Funding Opportunity is posted to ensure this information is received in advance of application deadlines.**

Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS Number)

All applicants must have a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number. The DUNS number is a nine-digit number that uniquely identifies business entities. To obtain a DUNS number access the following website: www.dunandbradstreet.com or call 1-866-705-5711. This number should be entered in block 8c (on Form SF-424, Application for Federal Assistance). The organization name and address entered in block 8a and 8e should be exactly as given for the DUNS number.

Applicants should obtain this DUNS number as soon as possible after the Notice of Funding Opportunity is posted to ensure all registration steps are completed in time.

System for Award Management (SAM)

The applicant must also register in the System for Award Management (SAM) database in order to be able to submit the application. Applicants are encouraged to register early, and must have their DUNS and EIN/TIN numbers in order to do so. Information about SAM is available at <https://beta.sam.gov>. **The SAM registration process is a separate process from submitting an application. Applicants should begin the SAM registration process as soon as possible after the Notice of Funding Opportunity is posted to ensure that it does not impair your ability to meet required submission deadlines.** Applicants are encouraged to register early, and must provide their DUNS and EIN/TIN numbers in order to do so. **Applicants should begin the SAM registration process as soon as possible after the Notice of Funding Opportunity is posted to ensure that it does not impair your ability to meet required submission deadlines.**

Each year organizations and entities registered to apply for Federal grants or cooperative agreements through Grants.gov (or GrantSolutions as applicable) must renew their registration with SAM. **Failure to renew SAM registration prior to application submission will prevent an applicant from successfully applying via Grants.gov (or GrantSolutions as applicable). Similarly, failure to maintain an active SAM registration during the application review process can prevent HHS from issuing your agency an award.**

Applicants must also successfully register with SAM prior to registering in the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) as a prime awardee user. Please also refer to F5.C. (Federal Funding Accountability and Transparency Act Reporting Requirements) of this Funding Opportunity for more information. Primary awardees must maintain a current registration with the SAM database, and **may make subawards only to entities that have DUNS numbers.**

Organizations must report executive compensation as part of the registration profile at <https://beta.sam.gov> by the end of the month following the month in which this award is made, and annually thereafter (based on the reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Pub. L. 109-282), as amended by Section 6202 of Public Law 110-252 and implemented by 2 CFR Part 170).

APPLICATION MATERIALS AND INSTRUCTIONS TO APPLY VIA GRANTS.GOV (COMPETITIVE APPLICATIONS)

Application materials will be available for download at <https://www.grants.gov>. Please note that HHS requires applications for all Notice of Funding Opportunities to be submitted electronically through <https://www.grants.gov>. For assistance with <https://www.grants.gov>, contact support@grants.gov or 1-800-518-4726. At <https://www.grants.gov>, applicants will be able to download a copy of the application packet, complete it off-line, and then upload and submit the application via the <https://www.grants.gov>.

Specific instructions for applications submitted via <https://www.grants.gov>.

- You can access the electronic application for this project at <https://www.grants.gov>. You must search the downloadable application page by the Federal Assistance Listing (CFDA) number.

How to Register to Apply through Grants.gov

- *Obtain A DUNS number.*
- *Complete SAM registration.*
- *Register.* Click the Register link and complete the on-screen instructions or refer to detailed instructions here: <https://www.grants.gov/web/grants/applicants/registration.html>.
- *Add a Profile to the Account:* The profile corresponds to a single applicant organization the user represents (i.e., an applicant) or an individual applicant. If you work for or consult with multiple organizations and have a profile for each, you may log in to one Grants.gov account to access all of your grant applications. To add an organizational profile enter the DUNS Number for the organization in the UEI (Unique Entity Identifier) field while adding a profile. For more detailed instructions about creating a profile refer to: <https://www.grants.gov/web/grants/applicants/registration/add-profile.html>
- *EBiz POC Authorized Profile Roles:* After you register and create an Organization Applicant Profile, the organization applicant's request for Grants.gov roles and access is sent to the EBiz POC. The EBiz POC will then log in and authorize the appropriate roles, which may include the AOR role, thereby giving you permission to complete and submit applications on behalf of the organization. You will be able to submit your application online any time after you have been assigned the AOR role. For more detailed

instructions about creating a profile refer to:

<https://www.grants.gov/web/grants/applicants/registration/authorize-roles.html>

- *Track Role Status*: To track your role request, refer to:
<https://www.grants.gov/web/grants/applicants/registration/track-role-status.html>
- *Electronic Signature*: When applications are submitted through Grants.gov, the name of the organization applicant with the AOR role that submitted the application is inserted into the signature line of the application, serving as the electronic signature. The EBiz POC **must** authorize people who are able to make legally binding commitments on behalf of the organization as a user with the AOR role; **this step is often missed and it is crucial for valid and timely submissions.**

How to Submit an Application to CMS via Grants.gov

Grants.gov applicants can apply online using Workspace. Workspace is a shared, online environment where members of a grant team may simultaneously access and edit different webforms within an application. For each Notice of Funding Opportunity (alternatively, may be referred to as Funding Opportunity Announcement (FOA)), you can create individual instances of a workspace. *Note*: Search for the application package in by entering the Federal Assistance Listings (CFDA) number. This number is shown on the Federal Assistance Listings (or CFDA) website at <https://beta.sam.gov/help/assistance-listing> and cover page of the funding opportunity.

Applications cannot be accepted through any email address. Full applications can only be accepted through <https://www.grants.gov>. Full applications cannot be received via paper mail, courier, or delivery service.

Below is an overview of submitting an application. For access to complete instructions on how to apply for opportunities, refer to:

<https://www.grants.gov/web/grants/applicants/workspace-overview.html>

- 1) *Create a Workspace*: Creating a workspace allows you to complete it online and route it through your organization for review before submitting.
- 2) *Complete a Workspace*: Add participants to the workspace to work on the application together, complete all the required forms online or by downloading PDF versions, and check for errors before submission. The Workspace progress bar will display the state of your application process as you apply. As you apply using Workspace, you may click the blue question mark icon near the upper-right corner of each page to access context-sensitive help.
 - a. *Adobe Reader*: If you decide not to apply by filling out webforms you can download individual PDF forms in Workspace. The individual PDF forms can be downloaded and saved to your local device storage, network drive(s), or external drives, then accessed through Adobe Reader.
NOTE: Visit the Adobe Software Compatibility page on Grants.gov to download the appropriate version of the software at:
<https://www.grants.gov/web/grants/applicants/adobe-software-compatibility.html>
 - b. *Mandatory Fields in Forms*: In the forms, you will note fields marked with an asterisk and a different background color. These fields are mandatory fields that must be completed to successfully submit your application.

c. *Complete SF-424 Fields First*: The forms are designed to fill in common required fields across other forms, such as the applicant name, address, and DUNS Number. Once it is completed, the information will transfer to the other forms.

3) *Submit a Workspace*: An application may be submitted through workspace by clicking the Sign and Submit button on the Manage Workspace page, under the Forms tab.

Grants.gov recommends submitting your application package at least 24-48 hours prior to the close date to provide you with time to correct any potential technical issues that may disrupt the application submission.

4) *Track a Workspace Submission*: After successfully submitting a workspace application, a Grants.gov Tracking Number (GRANTXXXXXXXXXX) is automatically assigned to the application. The number will be listed on the Confirmation page that is generated after submission. Using the tracking number, access the Track My Application page under the Applicants tab or the Details tab in the submitted workspace.

For additional training resources, including video tutorials, refer to:

<https://www.grants.gov/web/grants/applicants/applicant-training.html>

Applicant Support: 24/7 support is available via the toll-free number 1-800-518-4726 and email at support@grants.gov. For questions related to the specific grant opportunity, contact the number listed in the application package of the grant you are applying for.

If you are experiencing difficulties with your submission, it is best to call the Grants.gov Support Center and get a ticket number. The Support Center ticket number will assist CMS with tracking your issue and understanding background information on the issue.

Timely Receipt Requirements and Proof of Timely Submission

All grant and cooperative agreement applications must be submitted electronically and **received** through <https://www.grants.gov> by 3:00 p.m. Eastern Standard or Daylight Time (Baltimore, MD) by the applicable deadline date. Please refer to the Executive Summary of this Notice of Funding Opportunity for submission deadline date.

Proof of timely submission is automatically recorded and an electronic date/time stamp is generated within the system when the application is successfully received by Grants.gov. The applicant with the AOR role who submitted the application will receive an acknowledgement of receipt and a tracking number (GRANTXXXXXXXXXX) with the successful transmission of their application. This applicant with the AOR role will also receive the official date/time stamp and Grants.gov Tracking number in an email serving as proof of their timely submission.

Please note, applicants may incur a time delay before they receive acknowledgement that the application has been accepted by the Grants.gov system. Applicants should not wait until the application deadline to apply because notification by Grants.gov that the application is incomplete may not be received until close to or after the application deadline, eliminating the opportunity to correct errors and resubmit the application. Applications submitted after the deadline, as a result of errors on the part of the applicant, will not be reviewed.

When CMS successfully retrieves the application, and acknowledges the download of submissions, Grants.gov will provide an electronic acknowledgment of receipt of the application to the email address of the applicant with the AOR role who submitted the application. Again, proof of timely submission shall be the official date and time that Grants.gov receives your

application. Applications received after the established due date for the program will be considered late and will not be considered for funding by CMS.

Applicants using slow internet, such as dial-up connections, should be aware that transmission can take some time before your application is received. Again, Grants.gov will provide either an error or a successfully received transmission in the form of an email sent to the applicant with the AOR role attempting to submit the application. The Support Center reports that some applicants end the transmission because they think that nothing is occurring during the transmission process. Please be patient and give the system time to process the application.

To be considered timely, applications must be received by the published deadline date. However, a general extension of a published application deadline that affects all State applicants or only those in a defined geographical area may be authorized by circumstances that affect the public at large, such as natural disasters (e.g., floods or hurricanes) or disruptions of electronic (e.g., application receipt services) or other services, such as a prolonged blackout. This statement does not apply to an individual entity having internet service problems. In order for there to be any consideration there must be an effect on the public at large.

Grants.gov complies with Section 508 of the Rehabilitation Act of 1973. If an individual uses assistive technology and is unable to access any material on the site, including forms contained within an application package, the individual can e-mail the contact center at support@grants.gov for help, or call 1-800-518-4726.

Appendix III. Business Assessment of Applicant Organization

Applicants review and answer the business assessment questions outlined below. There are eleven (11) topic areas labeled A-K, with a varying number of questions within each topic area. **Applicants MUST provide a brief substantive answer to each question (and supporting documentation as applicable).** If the answer to any question is non-applicable, please provide an explanation. Please note, if CMS cannot complete its review without contacting the applicant for additional clarification, the applicant risks selection for award.

A. General Information

1. Provide organization:
 - a. Legal name:
 - b. EIN:
 - c. Organizational Type:
2. What percentage of the organization's capital is from Federal funding? (percentage = total Federal funding received in previous fiscal year / organization's total gross revenue in previous fiscal year).
3. Does/did the organization receive additional oversight (ex: Correction Action Plan, Federal Awardee Performance and Integrity Information System (FAPIIS) finding, reimbursement payments for enforcement actions) from a Federal agency within the past 3 years due to past performance or other programmatic or financial concerns with the organization)?
 - a. If yes, please provide the following information: Name of the Federal agency; reason for the additional oversight as explained by the Federal agency:
 - b. If resolved, please indicate how the issue was resolved with the agency.
4. Does the organization currently manage grants with other U.S. Department of Health and Human Services components or other Federal agencies?
5. Explain your organization's process to ensure annual renewal in System for Award Management (to include FAPIIS).
6. Explain your organization's process to comply with (a) [45 CFR 75.113](#) Mandatory Disclosures and (b) your organization's process to comply with FFATA requirements.
7. Do you have conflict of interest policies? Does your organization or any of its employees have any personal or organizational conflicts of interest related to the possible receipt of these CMS award funds? If yes, please explain and provide a mitigation plan.
8. Does your organization currently, or in the past, had delinquent Federal debt in the last 3 years? If yes, please explain.
9. Has the organization obtained fidelity bond insurance coverage for responsible officials and employees of the organization in amounts required by statute or organization policy? What is that amount?

10. Do you have (and briefly describe) policies and procedures in place to meet the requirements below? If not, explain your plan and estimated timeline for establishing these policies and procedures if selected for award.
 - a. *make determinations between subrecipients versus contracts in accordance with [45 CFR 75.351](#)?*
 - b. *notify entities at the time of the award/agreement if they are a subrecipient in compliance with [45 CFR 75.352](#)?*
 - c. manage, assess risk, review audits, and monitor the subrecipients as necessary to ensure that subawards are used for authorized purposes in compliance with laws, regulations, and terms and conditions of the award and that established subaward performance goals are achieved (45 CFR § [75.351–75.353](#))?

B. Accounting System

1. Does the organization have updated (last two years) written accounting policies and procedures to manage federal awards in accordance with 45 CFR Part 75?
 - a. If no, please provide a brief explanation of why not.
 - b. Describe the management of federal funds and how funds are separated (not co-mingling) from other organizational funds.
2. Briefly describe budgetary controls in effect to preclude incurring obligations in excess of:
 - a. Total funds available for an award.
 - b. Total funds available for a budget cost category.
3. Has any government agency rendered an official written opinion within the last 3 years concerning the adequacy of the organization's accounting system for the collection, identification, and allocation of costs under Federal awards?
 - a. If yes, please provide the name and address of the Agency that performed the review.
 - b. Provide a summary of the opinion.
 - c. How did your organization resolve any concerns?
4. How does the accounting system provide for recording the non-Federal share and in-kind contributions (if applicable for a grant program).
5. Does the organization's accounting system provide identification for award funding by federal agency, pass-through entity, Federal Assistance Listing (CFDA), award number and period of funding? If yes, how does your organization identify awards? If not, please explain why not.

C. Budgetary Controls

1. What are the organization's controls utilized to ensure that the Authorized Organizational Representative (AOR), as identified on the SF-424, approves all budget changes for the federal award?
2. Describe the organization's procedures for minimizing the time between transfer of funds from the U.S. Treasury (e.g. Payment Management System) and disbursement for grant activities (See 45 CFR §75.305, "Payment.").

D. Personnel

1. Does the organization have a current organizational chart or similar document establishing clear lines of responsibility and authority?
 - a. If yes, please provide a copy.
 - b. If no, how are lines of responsibility and authority determined?
2. Does the organization have updated (last two years) written Personnel and/or Human Resource policies and procedures? If no, provide a brief explanation.
3. Does the organization pay compensation to Board Members?
4. Are staff responsible for fiscal and administrative oversight of HHS awards (Grants Manager, CEO, Financial Officer) familiar with federal rules and regulations applicable to grants and cooperative agreements (e.g. [45 CFR Part 75](#))?
5. Please describe how the payroll distribution system accounts for, tracks, and verifies the total effort (100%) to determine employee compensation.

E. Payroll

1. In preparation of payroll is there a segregation of duties for the staff who prepare the payroll and those that sign the checks, have custody of cash funds and maintain accounting records? Please describe.

F. Consultants (See appendix I in the NOFO for relevant information)

1. Are there written policies or consistently followed procedures regarding the use of consultants which detail the following (include explanation for each question below):
 - a. Briefly describe the organization’s method or policy for ensuring consultant costs and fees are allowable, allocable, necessary and reasonable.
 - b. Briefly describe the organization’s method or policy to ensure prospective consultants prohibited from receiving Federal funds are not selected.

G. Property Management

1. Briefly describe the system for property management (tangible or intangible) utilized for maintaining property records consistent with 45 CFR 75.320(d).
**Refer to ([45 CFR 75.2](#)) for definitions of property to include personal property, equipment, and supplies.
2. Does the organization have adequate insurance to protect the Federal interest in equipment and real property (see [45 CFR §75.317](#), “[Insurance coverage](#).”)? How does the organization calculate the amount of insurance?

H. Procurement

Describe the organization’s procurement procedures (in accordance with [45 CFR §75.326--§75.335](#), “Procurement procedures”)? If there are no procurement procedures, briefly describe how your organization handles purchasing activities. A. Include individuals responsible and their roles. B. Describe the competitive bid process for procurement purchases of equipment, rentals, or service agreements that are over certain dollar amounts.

I. Travel

1. Describe the organizations written travel policy. Ensure, at minimum, that:
 - a. Travel charges are reimbursed based on actual costs incurred or by use of per diem and/or mileage rates (see [45 CFR §75.474](#), “Travel costs.”).
 - b. Receipts for lodging and meals are required when reimbursement is based on actual cost incurred.
 - c. Subsistence and lodging rates are equal to or less than current Federal per diem and mileage rates.
 - d. Commercial transportation costs incurred at coach fares unless adequately justified. Lodging costs do not exceed GSA rate unless adequately justified (e.g. conference hotel).
 - e. Travel expense reports show purpose and date of trip.
 - f. Travel costs are approved by organizational official(s) and funding agency prior to travel.

J. Internal Controls

1. Provide a brief description of the applicant’s internal controls that will provide reasonable assurance that the organization will manage award funds properly. (see [45 CFR §75.303](#), “Internal controls.”)
2. What is your organization’s policy on separation of duties as well as responsibility for receipt, payment, and recording of cash transactions?
3. Does the organization have internal audit or legal staff? If not, how do you ensure compliance with the award? Please describe.
4. If the organization has a petty cash fund, how is it monitored?
5. Who in the organization reconciles bank accounts? Is this person familiar with the organization’s financial activities? Does your organization authorize this person to sign checks or handle cash?
6. Are all employees who handle funds required to be bonded against loss by reason of fraud or dishonesty?

K. Audit

1. What is your organization’s fiscal year?
2. Did the organization expend \$750,000 or more in Federal awards from all sources during its most recent fiscal year?
3. Has your organization submitted;
 - a. an audit report to the ***Federal Audit Clearing House (FAC)*** in accordance with the Single Audit Act in the last 3 years? (see 45 CFR §75.501, “Audit requirements” and 45 CFR §75.216 “Special Provisions for Awards to Commercial Organization as Recipient.”) **or**
 - b. an independent, external audit? If no, briefly explain. If yes, address the following:
 - i. The date of the most recently submitted audit report.
 - ii. The auditor's opinion on the financial statement.

- iii. If applicable, indicate if your organization has findings in the following areas: 1) internal controls, 2) questioned or unallowable costs, 3) procurement/suspension and debarment, 4) cash management of award funds, and 5) subrecipient monitoring.
 - iv. Include (if applicable):
 - 1. A description of each finding classified as Material Weakness.
 - 2. A description of each finding classified as Significant Deficiency.
4. Does the organization have corrective actions in the past 2 years for the findings identified above (3(iii))? If yes, describe the status (closed or open) and progress made on those corrective actions.

Appendix IV. Accessibility Requirements

CMS and its grantees are responsible for complying with federal laws regarding accessibility as noted in the Award Administration Information/Administration and National Policy Requirements Section.

The grantee may receive a request from a beneficiary or member of the public for information in accessible formats. All successful applicants under this Notice of Funding Opportunity must comply with the following reporting and review activities regarding accessibility requests:

Accessibility Requirements:

1. Public Notification: If you have a public facing website, you shall post a message no later than **30** business days after award that notifies your customers of their right to receive an accessible format. Sample language may be found at: <https://www.medicare.gov/about-us/nondiscrimination/nondiscrimination-notice.html>.

Your notice shall be crafted applicable to your program.

2. Processing Requests Made by Individuals with Disabilities:

a. Documents:

i. When receiving a request for information in an alternate format (e.g., Braille, Large print, etc.) from a beneficiary or member of the public, you must:

1. Consider/evaluate the request according to civil rights laws.
2. Acknowledge receipt of the request and explain your process within **2** business days.
3. Establish a mechanism to provide the request.

ii. If you are unable to fulfill an accessible format request, CMS may work with you in an effort to provide the accessible format as funding and resources allow. You shall refer the request to CMS within **3** business days if unable to provide the request. You shall submit the request, using encrypted e-mail (to safeguard any personally identifiable information), to the AltFormatRequest@cms.hhs.gov mailbox with the following information:

1. The e-mail title shall read “Grantee (Organization) Alternate Format Document Request.”

2. The body of the e-mail shall include:

- a. Requester’s name, phone number, e-mail, and mailing address.
- b. The type of accessible format requested, e.g., audio recording on compact disc (CD), written document in Braille, written document in large print, document in a format that is read by qualified readers, etc.
- c. Contact information for the person submitting the e-mail – Organization (Grantee), name, phone number and e-mail.
- d. The document that needs to be put into an accessible format shall be attached to the e-mail.
- e. CMS may respond to the request and provide the information directly to the requester.

iii. The Grantee shall maintain record of all alternate format requests received including the requestor's name, contact information, date of request, document requested, format requested, date of acknowledgment, date request provided, and date referred to CMS if applicable. Forward quarterly records to the AltFormatRequest@cms.hhs.gov mailbox.

b. Services

i. When receiving request for auxiliary aids and services (e.g., sign language interpreter) from a beneficiary or member of the public, you must:

1. Consider/evaluate the request according to civil rights laws.
2. Acknowledge receipt of the request and explain your process within **2** business days.
3. Establish a mechanism to provide the request.

ii. If you are unable to fulfill an accessible service request, CMS may work with you in an effort to provide the accessible service as funding and resources allow. You shall refer the request to CMS within **3** business days if unable to provide the service. You shall submit the request, using encrypted e-mail (to safeguard any personally identifiable information), to the AltFormatRequest@cms.hhs.gov mailbox with the following information:

1. The e-mail title shall read "Grantee (Organization) Accessible Service Request."
2. The body of the e-mail shall include:
 - a. Requester's name, phone number, e-mail, and mailing address.
 - b. The type of service requested (e.g., sign language interpreter and the type of sign language needed).
 - c. The date, time, address and duration of the needed service.
 - d. A description of the venue for which the service is needed (e.g., public education seminar, one-on-one interview, etc.)
 - e. Contact information for the person submitting the e-mail – Organization (Grantee), name, phone number and e-mail.
 - f. Any applicable documents shall be attached to the e-mail. CMS will respond to the request and respond directly to the requester.

iii. The Grantee shall maintain record of all accessible service requests received including the requestor's name, contact information, date of request, service requested, date of acknowledgment, date service provided, and date referred to CMS if applicable. Forward quarterly records to the AltFormatRequest@cms.hhs.gov mailbox.

3. Processing Requests Made by Individuals with Limited English Proficiency (LEP):

a. Documents:

i. When receiving a request for information in a language other than English from a beneficiary or member of the public, you must:

1. Consider/evaluate the request according to civil rights laws.
2. Acknowledge receipt of the request and explain your process within **2** business days.
3. Establish a mechanism to provide the request as applicable.

ii. If you are unable to fulfill an alternate language format request, CMS may work with you in an effort to provide the alternate language format as funding and resources allow. You shall refer the request to CMS within **3** business days if unable to provide the request. You shall submit the request, using encrypted e-mail (to safeguard any personally identifiable information), to the AltFormatRequest@cms.hhs.gov mailbox with the following information:

1. The e-mail title shall read “Grantee (Organization) Alternate Language Document Request.”
2. The body of the e-mail shall include:
 - a. Requester’s name, phone number, e-mail, and mailing address.
 - b. The language requested.
 - c. Contact information for the person submitting the e-mail – Organization (Grantee), name, phone number and e-mail.
 - d. The document that needs to be translated shall be attached to the e-mail.
 - e. CMS may respond to the request and provide the information directly to the requester.

iii. The Grantee shall maintain record of all alternate language requests received including the requestor’s name, contact information, date of request, document requested, language requested, date of acknowledgment, date request provided, and date referred to CMS if applicable. Forward quarterly records to the AltFormatRequest@cms.hhs.gov mailbox.

b. Services

i. When receiving request for an alternate language service (e.g., oral language interpreter) from a beneficiary or member of the public, you must:

1. Consider/evaluate the request according to civil rights laws.
2. Acknowledge receipt of the request and explain your process within **2** business days.
3. Establish a mechanism to provide the request as applicable.

ii. If you are unable to fulfill an alternate language service request, CMS may work with you in an effort to provide the alternate language service as funding and resources allow. You shall refer the request to CMS within **3** business days if unable to provide the service. You shall submit the request, using encrypted e-mail (to safeguard any personally identifiable information), to the AltFormatRequest@cms.hhs.gov mailbox with the following information:

1. The e-mail title shall read “Grantee (Organization) Accessible Service Request.”
2. The body of the e-mail shall include:
 - a. Requester’s name, phone number, e-mail, and mailing address.
 - b. The language requested.
 - c. The date, time, address and duration of the needed service.
 - d. A description of the venue for which the service is needed (e.g., public education seminar, one-on-one interview, etc.)
 - e. Contact information for the person submitting the e-mail – Organization (Grantee), name, phone number and e-mail.

- f. Any applicable documents shall be attached to the e-mail.
- g. CMS will respond to the request and respond directly to the requester.

iii. The Grantee shall maintain record of all alternate language service requests received including the requestor's name, contact information, date of request, language requested, service requested, date of acknowledgment, date service provided, and date referred to CMS if applicable. Forward quarterly records to the AltFormatRequest@cms.hhs.gov mailbox.

Please contact the CMS Office of Equal Opportunity and Civil Rights for more information about accessibility reporting obligations at AltFormatRequest@cms.hhs.gov.

Appendix V. Review and Selection Process

The review and selection process will include the following:

- i. Applications will be screened to determine eligibility for further review using the criteria detailed in Section C. Eligibility Information, and Section D. Application and Submission Information (with cross-reference to Appendix II), of this Notice of Funding Opportunity (NOFO). Applications that are received late or fail to meet the eligibility requirements as detailed in this NOFO or do not include the required forms will not be reviewed. However, the CMS/OAGM/GMO, in her or her sole discretion, may continue the review process for an ineligible application if it is in the best interest of the government to meet the objectives of the program.
- ii. Procedures for assessing the technical merit of grant applications have been instituted to provide for an objective review of applications and to assist the applicant in understanding the standards against which each application will be judged. The Review criteria described in Section E1. Criteria, will be used. Applications will be evaluated by an objective review committee. The objective review committee may include Federal and/or non-Federal reviewers. Applicants should pay strict attention to addressing all these criteria, as they are the basis upon which the reviewers will evaluate their applications.
- iii. The results of the objective review of the applications by qualified experts will be used to advise the CMS approving official. Final award decisions will be made by a CMS approving official. In making these decisions, the CMS approving official will take into consideration: recommendations of the review panel; the readiness of the applicant to conduct the work required; the scope of overall projected impact on the aims; reviews for programmatic and grants management compliance; the reasonableness of the estimated cost to the government and anticipated results; the geographic diversity of all applications; and the likelihood that the proposed project will result in the benefits expected.
- iv. As noted in 45 CFR Part 75, CMS will do a review of risks posed by applicants prior to award. In evaluating risks posed by applicants, CMS will consider the below factors as part of the risk assessment (applicant should review the factors in their entirety at §75.205)
 - a. Financial stability;
 - b. Quality of management systems and ability to meet the management standards prescribed;
 - c. History of performance (including, for prior recipients of Federal awards: timeliness of compliance with applicable reporting requirements, conformance to the terms and conditions of previous federal awards, extent to which previously awarded amounts will be expended prior to future awards);
 - d. Reports and findings from audits performed under Subpart F of 45 CFR Part 75 and
 - e. Applicant's ability to effectively implement statutory, regulatory, and other requirements imposed on non-federal entities.
- v. HHS reserves the right to conduct pre-award Negotiations with potential awardees.

Appendix VI. Application Check-Off List Required Contents

Required Contents

A complete proposal consists of the materials organized in the sequence below. Please ensure that the project and budget narratives are page-numbered and the below forms are completed with an electronic signature and enclosed as part of the proposal. **Applicants must ensure all documents listed below comply with formatting requirements and are submitted as a complete application to the <https://www.grants.gov/>.**

For specific requirements and instructions on application package, forms, formatting, content, please see:

Section D and Appendix II: Application and Submission Information

Section E: Application Review Information

Appendix I: Guidance for Preparing a Budget Request and Narrative

Standard Forms (with an electronic signature by AOR)

- SF 424: Application for Federal Assistance
- SF-424A: Budget Information
- SF-424B: Assurances-Non-Construction Programs
- SF-LLL: Disclosure of Lobbying Activities
- Project Abstract Summary
- Project Site Location Form

Narrative/Other Documents

- Cover Letter, if Applicable
- Project Narrative
 - Organization Chart (as Appendix to Project Narrative)
 - Resumes/curriculum vitae for key personnel (as Appendix to Project Narrative)
 - Job Descriptions, if Applicable (as Appendix to Project Narrative)
- Budget Narrative
- Business Assessment of Applicant Organization
- Federally negotiated indirect cost rate agreement (NICRA) (if applicable)