

AGENDA

Thursday, March 31, 2016 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2016-32

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY CONSENT AGENDA

1. Approval to Execute an Intergovernmental Agreement between the Housing Authority of Clackamas County and the State of Oregon Department of Human Services, for the Community Integration Project
2. Approval of Resolution No. 1912: Housing Authority 2016-2017 Annual Plan

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

1. Presentation for Child Abuse Prevention Month (Rod Cook, Children, Youth & Families)

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

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

1. First Reading of Ordinance No. _____ Ratifying an Intergovernmental Agreement Creating the Oregon Association of County Engineers and Surveyors (Nate Boderman, County Counsel)
2. Request for an Exemption and Authorization to use the Request for Proposals Method to Obtain Construction Manager/General Contractor Services for the Kellogg Creek Water Pollution Control Plant Improvements Project for Clackamas County Service District No. 1 (Lane Miller, Procurement Manager)

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

A. Health, Housing & Human Services

1. Approval to Apply for a Two Year Grant from the Administration for Community Living, to Empower Older Adults Through Chronic Disease Self-Management Education – *Social Services*
2. Approval of an Agency Service Contract with Clackamas County Children’s Commission Healthy Families Program for Medicaid Administrative Claim Reimbursement – *Children, Youth & Families*
3. Approval of Agency Service Contract with Todos Juntos for Kindergarten Readiness Support Services – *Children, Youth and Families*
4. Approval of an Intergovernmental Agreement with the North Clackamas School District and the Housing and Community Development Division for the Wichita Center Improvements Project – *Housing & Community Development*

B. Department of Transportation & Development

1. Resolution No. _____ Declaring the Public Necessity and Purpose for Acquisition of Rights-of-Way and Easements – Group 2 for the Boyer Drive Extension Project and Authorizing Negotiations and Eminent Domain Actions

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of a Contract with Runbeck Election Services for a Ballot Acceptance System for the Clackamas County Elections Office – *Clerk via Procurement*

D. Emergency Management

1. Approval of an Intergovernmental Agreement between the City of Portland and Clackamas County for Purchase and Reimbursement Activities Related to the use of the FY-2015 United States Department of Homeland Security’s Urban Areal Security Initiative Grant Program

E. Public and Government Affairs

1. Board Order No. _____ Approving an Extension of the Cable Television Franchise with Comcast of Oregon II, Inc. Comcast of Tualatin Valley, Inc. and Comcast of Illinois/Ohio/Oregon, LLC.

F. Business & Community Services

1. Approval of an Oregon State Marine Board Facility Grant Cooperative Agreement, Facility Grant No. 1540- Hole in the Wall Boating Improvements

VI. DEVELOPMENT AGENCY

1. Approval of a Contract with Tapani, Inc. for the Bell Avenue Improvement Project Phase 2 - *Procurement*

VII. COUNTY ADMINISTRATOR UPDATE

VIII. COMMISSIONERS COMMUNICATION

March 31, 2016

Housing Authority Board of County Commissioners
Clackamas County

Members of the Board:

Approval to execute Intergovernmental Agreement between the Housing Authority Clackamas County and the State of Oregon Department of Human Services (DHS), for the Community Integration Project (CIP).

Purpose/Outcomes	Approval to sign IGA for DHS reimbursement of on-going property management, maintenance, repair, and renovation of seven HACC properties designated as CIP homes.
Dollar Amount and Fiscal Impact	Not to exceed \$100,000. No impact on the County General Fund.
Funding Source	State General Fund/Sale of Oregon General Obligation Bonds
Safety Impact	None.
Duration	The term is for 4 years, beginning January 1, 2016 and ending December 31, 2020.
Previous Board Action	Board Order #012011-11 on 1/20/2011 for DHS CIP Home Intergovernmental Agreement # 133130 which began 1/1/2011, and ended 12/31/2015.
Strategic Plan Alignment	1. Efficient & effective services 2. Build Public Trust through good government
Contact Person	Chuck Robbins, Executive Director, Housing Authority 503-650-5666
Contract No.	7606 (State of Oregon contract #150499)

BACKGROUND:

The Housing Authority of Clackamas County (HACC) a Division of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Agreement with the State of Oregon Department of Human Services CIP Home Program. Community Integration Project (CIP) Homes are properties that are owned by the Housing Authority but were purchased with State funds with the purpose of providing housing for developmentally disabled adults. HACC contracts with DHS for the ongoing property management, maintenance, repair, and renovation of the properties. HACC leases each property to a provider who is State licensed to provide housing & services to persons with developmental disabilities.

The HACC's current list of approved CIP Homes is as follows:

- 1) 376 Warner Parrot Road; Oregon City, Oregon (currently vacant – provider pending);
- 2) 2885 SE Maple Street; Milwaukie, Oregon (Current Provider/Lessee - Northwest Mental Health Services);
- 3) 15323 -15327 Risley Court; Milwaukie, Oregon (Current Provider/Lessee – Northwest Mental Health Services);

- 4) 2286 SE Lindenbrook Drive; Milwaukie, Oregon (Current Provider/Lessee – Albertina Kerr Centers);
- 5) 13581 Jason Lee Drive; Oregon City, Oregon (Current Provider/Lessee – Albertina Kerr Centers);
- 6) 4808 SE View Acres Road; Milwaukie, Oregon (Current Provider/Lessee – Albertina Kerr Centers);
- 7) 3050 Lazy River Drive; West Linn, Oregon (Current Provider/Lessee – Northwest Mental Health Services).

RECOMMENDATION:

We recommend the approval of the Intergovernmental Agreement and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Agreement Number 150499



**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Agreement is between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

Housing Authority of Clackamas County
PO Box 1510
Oregon City, OR 97045-0510
Phone number 503-650-3100
Fax number 503-650-3538
Email: craigbeals@co.clackamas.or.us

hereinafter referred to as "County" or "Agency".

Work to be performed under this Agreement relates principally to the DHS'

Seniors and People with Disabilities
Developmental Disability Services
Community Housing
676 Church Street NE, 2nd Floor
Salem, OR 97301
Agreement Administrator: Heber Nelson or delegate
Telephone: 503-378-3611
Fax: 503-650-3538
Email: heber.nelson@state.or.us

1. Effective Date and Duration.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on January 1, 2016, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on December 31, 2020. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

2. Agreement Documents.

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

Exhibit A, Part 1:	Statement of Work
Exhibit A, Part 2:	Payment and Financial Reporting
Exhibit A, Part 3:	Special Terms and Conditions
Exhibit B:	Standard Terms and Conditions
Exhibit C:	Subcontractor Insurance Requirements
Exhibit D:	RESERVED
Exhibit E:	RESERVED
Exhibit F:	List of CIP Homes
Exhibit G:	Form Amendment to add to list of CIP Homes
Exhibit H:	CIP Property Management Procedures

This Agreement constitutes the entire agreement between the parties on the subject matter in it. There are no understandings, agreements or representations, oral or written, regarding this Agreement that are not specified in it.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: (a) this Agreement without Exhibits, (b) Exhibit A, (c) Exhibit B, (d) Exhibit C, (e) Exhibits H, F, G, D, and E.

c. For purposes of this Agreement, "Work" means specific work or services to be performed by County as set forth in Exhibit A.

3. Consideration.

a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is \$100,000. DHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

b. DHS will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

4. Vendor or Sub-Recipient Determination.

In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, DHS’ determination is that:

County is a sub-recipient County is a vendor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: N/A

5. County Data and Certification.

a. County Information. County shall provide information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: () _____ Facsimile: () _____

Federal Employer Identification Number: _____

Proof of Insurance:

Workers’ Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

The above information must be provided prior to Agreement approval. County shall provide proof of Insurance upon request by DHS or DHS designee.

b. Certification. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:

- (1) The information shown in this Section 5., County Data and Certification , is County’s true, accurate and correct information;

- (2) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - (3) County and County's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
 - (4) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at:
<https://www.sam.gov/portal/public/SAM/>; and
 - (5) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding.
- c. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, County is also required to provide DHS with the new FEIN within 10 days.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS

6. Signatures.

County: Housing Authority of Clackamas County

By:

Authorized Signature	Title	Date
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State of Oregon, acting by and through its Department of Human Services

By:

Authorized Signature	Title	Date
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Approved for Legal Sufficiency:

With Protect Form on, click here With Protect Form on, click here

Assistant Attorney General	Date
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Program Office Review:

Approved via email for signature routing by OCP Timothy Olson	December 22, 2015 Date
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Office of Contracts and Procurement Review:

Vincent Dunn, Contract Specialist	Date
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EXHIBIT A
Part 2
Statement of Work

I. PURPOSE

DHS provides residential and other community-based services for persons with developmental disabilities through its Office of Home and Community Supports. The State of Oregon has invested many millions of dollars from General Fund appropriations and sale of Oregon General Obligation Bonds to provide long-term housing in order to improve or expand community integration for this population under a Community Integration Project (CIP). DHS funds expended for long term housing are secured by a trust deed or other instrument to protect the state's investment.

Agency has obtained an ownership interest in some of the housing units or "CIP Homes" financed with state funds under a Community Integration Project (CIP) and they are listed in Exhibit F. The Parties each have an interest in assuring that these properties are well maintained and managed for the proper care of the residents and to protect the value of the real property. Parties agree that properties may only be added to those listed in Exhibit F through the execution of an Amendment in a format substantially similar to Exhibit G.

In addition, Agency may now or in the future own other homes, obtained with or without State financing, that serve DHS clients. For purposes of this Agreement, these homes shall be referred to as "Non-CIP Homes". Non-CIP Homes, as well as the CIP Homes, may now or in the future require some remodeling or renovation to meet the needs of DHS clients who reside and receive care in the homes.

This Agreement is for the following activities:

A. CIP Homes:

- 1) on-going property management
- 2) maintenance and repair

B. CIP and Non-CIP Homes:

- 1) care and custody of temporarily vacant homes
- 2) remodeling and renovation needed to meet resident needs.

II. STATEMENT of WORK:

A. On-going Property Management of CIP Homes

Agency shall provide property management services under this section for the CIP Homes specified in Exhibit F.

Agency shall manage CIP Homes to ensure exclusive use as homes for people with developmental disabilities who receive care from service providers as approved by DHS. This section sets forth the details of this obligation as follows:

1. **Leasing of CIP Homes:** Agency shall lease CIP Homes exclusively to organizations selected and approved as service providers by DHS. Agency is required to maintain a written lease with the service provider at all times.
2. **Inspection and Maintenance of CIP Homes:** Agency shall protect, preserve and maintain the property in good condition. In its leases with the service providers organizations (lessees), Agency (Lessor) will include the following provisions for maintaining the property, as follows:
 - a. Interior and Exterior Structure – Agency shall regularly inspect CIP Homes. Agency shall identify work needed to maintain and repair the CIP Homes’ structure, including but not limited to foundation, interior & exterior walls, roof, floor, doors and windows of the home. The Agency shall also inspect and identify work needed to maintain and repair sidewalks and entranceways around each CIP Home to ensure the safety of individuals living in the home. Agency shall complete any necessary maintenance and repair work after obtaining DHS approval as described in Exhibit H.
 - b. Utility Systems – Agency shall regularly inspect and identify work needed to maintain and repair (or replace, as appropriate) the heating and air conditioning, plumbing, electrical, fire sprinkler and lighting (including emergency lighting) systems of the CIP Homes. Agency shall complete any necessary maintenance and repair work after obtaining DHS approval as described in Exhibit H.
 - c. General Physical Appearance – Agency shall ensure that CIP Homes retain a reasonable appearance and amicable relations to neighboring homes by managing the overall property of the homes. The Agency shall identify work needed to maintain the appearance of CIP Homes, including but not limited to painting the exterior walls and trim, maintenance or repairs to fences, landscaping, and woodwork. Agency shall complete any necessary maintenance and repair work after obtaining DHS approval as specified in Exhibit H.

- d. Landscaping – Agency shall ensure that the CIP Homes’ landscaping is regularly maintained. Agency shall identify and coordinate, with the service providers, routine care and maintenance of the landscaped area of CIP Home properties, in compliance with local ordinances and as customary for the neighborhood, including but not limited to mowing lawns, trimming of bushes and trees, raking and watering, as applicable to each CIP Home.
 - e. Payment for Utilities & Services – Agency shall include a clause in Agency’s lease with the service provider a requirement for consistent and timely payment of utilities, as defined by the utility company, to ensure uninterrupted service to DHS’ clients. Utilities include, but are not limited to water/sewer, electricity, gas and garbage, as applicable to each CIP Home.
 - f. Appliances – Agency shall ensure that the appliances are in good working order. Agency shall identify any repair (or replacement, if necessary) needed to all the appliances included in the CIP Homes, including but not limited to, refrigerators, washers, dryers, stoves, oven, microwave, garbage disposal and dishwashers. Agency shall complete any necessary maintenance, repair, and/or replacement of appliances after obtaining DHS approval according as described in Exhibit H.
3. **Requests for Financial Assistance:** Agency shall submit timely requests for financial assistance as needed to pay the cost of maintenance, repair or replacement needs identified through inspections and other management activities described in section 2 above, and according to Section D of Exhibit H. Requests shall satisfy all pertinent requirements specified in Exhibit H, including competitive bids, work schedules, etc.

B. Care and Custody of Temporarily Vacant Homes

Parties understand that CIP and NON-CIP homes may become temporarily vacant for a variety of reasons. It is in the interest of DHS and Agency that care and custody of the vacant homes is provided. Care and custody shall be secured as follows:

- 1. Agency and DHS shall each immediately notify the other upon learning of a home that is going to become vacant.
- 2. Agency shall submit a plan for DHS approval that describes the services and costs required to maintain and protect the vacant property. Agency shall execute plan after obtaining DHS approval as described in Exhibit H.

3. Agency shall submit timely requests for financial assistance as needed to pay the cost of care and custody services as specified in Exhibit H.
4. Agency may request reimbursement for costs identified in the plan approved by DHS that were incurred during the period the Agency did not have a lease with a service provider. Agency may also request reimbursement for repair of damage due to vandalism that occurred during this period, even though it was not identified as a cost in the plan. The Agency may request from DHS reimbursement of the actual amount of the deductible paid by the Agency for such repair and DHS agrees to reimburse Agency for said deductible expense but not exceeding \$1,000.

C. Remodeling and Renovation of Homes to Accommodate Special Needs

1. Parties agree that CIP and Non-CIP homes providing care for people with disabilities should be remodeled or renovated whenever necessary and feasible to accommodate the special needs of the residents, as follows;
 - a. When Agency receives written notice from DHS that specific remodeling or renovation is needed, the Agency shall assess remodeling or renovation options in consultation with DHS staff assigned to the ODDS Housing Section.
 - b. Agency shall solicit three competitive cost estimates to complete work on the option selected, as specified in Exhibit H.
 - c. Agency shall submit a Facility Plan (or Change order, as appropriate) for the proposed work, as described in Exhibit H. Agency shall justify the proposed costs and the contractors selected to do the work.
 - d. Agency shall ensure that the work is completed in compliance with local regulations and ordinances in a timely manner, as scheduled and approved in the Facility Plan or Change order. Agency shall make every effort to coordinate remodeling and renovation activities with the service provider to avoid unnecessary disruption for the residents, risk of injury for anyone living or working in the home, delay of work, or any unnecessary additional costs for the service provider or Agency.
 - e. Agency shall ensure that satisfactory final inspections have been made, and any necessary occupancy permit issued, before DHS' clients move into the space remodeled or renovated.
2. Parties agree that in some cases restoration of the remodeled or renovated properties may be needed.

- a. If DHS discontinues the use of the property as a CIP Home, the Agency may request funding to restore the property back to its original state, if it was previously remodeled or renovated to accommodate special needs.
- b. Agency's request shall be in writing and explain the need for restoring the property back to its original state.
- c. Agency shall provide justification for cost estimates from qualified contractors to support the restoration request as specified in Exhibit H.

EXHIBIT A
Part 3
Payment and Financial Reporting

A. PAYMENTS PROVISIONS:

1. DHS shall pay costs for work performed by Agency in Sections II.A, II.B, and II.C of Exhibit A, Part 2, according to Exhibit H, in effect at the time the request was approved. Decisions on approval or disapproval of Facility Plans and other requests will be made promptly.

2. Responsibility of Personnel and Administrative Costs:

Agency is responsible for all personnel costs, including worker's compensation insurance and benefits, and administrative costs associated with the provision of services under this Agreement.

3. Agreement Administrator:

The DHS employee assigned to monitor agreement compliance, authorize payment and act as DHS' Agreement Administrator on matters concerning this Agreement shall be:

Heber Nelson, Housing Section
Contact Information as set forth on Page One of this Agreement.

B. TRAVEL and OTHER EXPENSES

DHS shall not reimburse Agency for any travel or additional expenses under this Agreement.

C. Reporting Requirements

1. Upon the request of DHS, Agency shall meet with DHS Agreement Administrator or his designee to review and assess performance or progress in completing the work included in this Agreement.
2. Within 30 days of the execution of this Agreement, Agency shall submit to DHS the latest financial statements reviewed and signed by the President or Treasurer of the Board of Directors.

The financial statements are due annually thereafter and shall be submitted to DHS' Agreement Administrator by January 31st of every year the Contract is in effect. Agency shall make the financial statements available to DHS, upon request at any time. Each financial statement may be in any format customarily

used in the Agency's normal course of business provided that each report includes the following:

- a. A balance sheet summarizing Agency's revenues and assets as balanced against expenditures and liabilities presented in a format based on Agency's chart of accounts; and
 - b. A statement that the report is a true and accurate representation of Agency's financial status.
3. Agency shall provide other reports or data maintained by Agency as may reasonably be requested by DHS.

EXHIBIT A

Part 3 Special Terms and Conditions

1. Confidentiality of Client Information.

- a. All information as to personal facts and circumstances obtained by the County on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- c. DHS, County and any subcontractor will share information as necessary to effectively serve DHS clients.

2. Amendments.

- a. DHS reserves the right to amend or extend the Agreement under the following general circumstances:
 - (1) DHS may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on DHS' satisfaction with performance of the work or services provided by the County under this Agreement.
 - (2) DHS may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if DHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. DHS further reserves the right to amend the Statement of Work based on the original scope of work for the following:
 - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
 - (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in

combination, govern the provision of services provided under this Agreement.

- c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 22 "Amendments" of this Agreement.

3. County Requirements to Report Abuse of Certain Classes of Persons.

- a. County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
 - (1) Children (ORS 419B.005 through 419B.045);
 - (2) Elderly Persons (ORS 124.055 through 124.065);
 - (3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);
 - (4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).
 - (5) Abuse of Individuals Living in State Hospitals (OAR 943-045-0400 through 945-045-0520)
- b. County shall make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon's Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233), as a requirement of this Agreement.
- c. County shall immediately report suspected child abuse, neglect or threat of harm to DHS' Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 through 419B.045). If law enforcement is notified, the County shall notify the referring DHS caseworker within 24 hours. County shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.
- d. County shall report suspected abuse of the elderly or abuse of patients in a medical or care facility immediately to DHS' Aging and People with Disabilities office or to a law enforcement agency.
- e. If known, the abuse report should contain the following:
 - (1) The name and address of the abused person and any people responsible for their care;
 - (2) The abused person's age;
 - (3) The nature and the extent of the abuse, including any evidence of previous abuse;

- (4) The explanation given for the abuse;
 - (5) The date of the incident; and
 - (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.
4. **Equal Access to Services.** County shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.
5. **Media Disclosure.** The County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the DHS office that referred the child or family. The County will make immediate contact with the DHS office when media contact occurs. The DHS office will assist the County with an appropriate follow-up response for the media.
6. **Nondiscrimination.** The County must provide services to DHS clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

EXHIBIT B

Standard Terms and Conditions

1. **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 the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives 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. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. 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. All employers, including County and DHS, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Nothing in this Agreement shall require County or DHS to act in violation of state or federal law or the Constitution of the State of Oregon.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. County represents and warrants as follows:
 - (1) Organization and Authority. County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

- (2) Due Authorization. The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (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 County'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 County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
- (3) Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. DHS represents and warrants as follows:

- (1) Organization and Authority. DHS has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by DHS of this Agreement (a) have been duly authorized by all necessary action by DHS and (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 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 DHS is a party or by which DHS may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or

performance by DHS of this Agreement, other than approval by the Department of Justice if required by law.

(3) **Binding Obligation.** This Agreement has been duly executed and delivered by DHS and constitutes a legal, valid and binding obligation of DHS, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. **Funds Available and Authorized Clause.**

a. The State of Oregon's payment obligations under this Agreement are conditioned upon DHS receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow DHS, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than DHS. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. DHS represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.

b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by DHS. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to DHS on a DHS-approved form. DHS is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

6. **Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County and DHS, result in payments to County to which County is not entitled, DHS, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment, subject to Section 7

below. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify DHS that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.

7. **Reserved.**

8. **Ownership of Intellectual Property.**

- a. **Definitions.** As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- (1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
 - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than DHS or County.
- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, DHS will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the County owns, County grants to DHS a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.b.(1) on DHS' behalf, and (3) sublicense to third parties the rights set forth in Section 8.b.(1).
- c. If state or federal law requires that DHS or County grant to the United States a license to any intellectual property, or if state or federal law requires that DHS or the United States own the intellectual property, then County shall execute such further documents and instruments as DHS may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or DHS. To the extent that DHS becomes the owner of any intellectual property created or delivered by County in connection with the Work, DHS will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
- d. County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as DHS may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

9. **County Default.** County shall be in default under this Agreement upon the occurrence of any of the following events:

- a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;

- b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by DHS to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;
- c. County (1) 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, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) 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 (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County 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 County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

10. DHS Default. DHS shall be in default under this Agreement upon the occurrence of any of the following events:

- a. DHS fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by DHS herein or in any documents or reports relied upon by County to measure performance by DHS is untrue in any material respect when made.

11. Termination.

- a. **County Termination.** County may terminate this Agreement:
 - (1) For its convenience, upon at least 30 days advance written notice to DHS;
 - (2) Upon 45 days advance written notice to DHS, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement,

as determined by County in the reasonable exercise of its administrative discretion;

- (3) Upon 30 days advance written notice to DHS, if DHS is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or
- (4) Immediately upon written notice to DHS, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. DHS Termination. DHS may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if DHS does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of DHS under this Agreement, as determined by DHS in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, DHS may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces DHS' legislative authorization for expenditure of funds to such a degree that DHS will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by DHS in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that DHS no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as DHS may specify in the notice;
- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no

longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or

(6) Immediately upon written notice to County, if DHS determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.

c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.

12. Effect of Termination.

a. **Entire Agreement.**

(1) Upon termination of this Agreement, DHS shall have no further obligation to pay County under this Agreement.

(2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.

b. **Obligations and Liabilities.** Notwithstanding Section 12.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

13. Limitation of Liabilities. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

14. Insurance. County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

15. Records Maintenance; Access. County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that DHS and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable 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. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

16. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any DHS computer system or other DHS Information Asset for which DHS imposes security requirements, and DHS grants County or its subcontractor(s) access to such DHS Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
17. **Force Majeure.** Neither DHS nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of DHS or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. DHS may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
18. **Assignment of Agreement, Successors in Interest.**
 - a. County shall not assign or transfer its interest in this Agreement without prior written approval of DHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions as DHS may deem necessary. No approval by DHS of any assignment or transfer of interest shall be deemed to create any obligation of DHS in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
19. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
20. **Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without DHS’ prior written consent. In addition to any other provisions DHS may require, County shall include in any permitted subcontract under this Agreement provisions to require that DHS will receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 4, 8, 15, 16, 18, 21, and 23 of this Exhibit B. DHS’ consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
21. **No Third Party Beneficiaries.** DHS and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County’s

performance under this Agreement is solely for the benefit of DHS to assist and enable DHS to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

22. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
23. **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 shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
24. **Survival.** Sections 1, 4, 5, 6, 7, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
25. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or DHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

DHS: Office of Contracts & Procurement
250 Winter St NE, Room 306
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324

COUNTY: (see page one)

26. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
27. **Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed shall constitute an original.
28. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
29. **Reserved.**
30. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either 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 paragraph and 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 liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County 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. The State'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.

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County 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 the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such

expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County'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.

- 31. Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
- 32. Stop-Work Order.** DHS may, at any time, by written notice to the County, require the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, DHS shall either:
- a. Cancel or modify the stop work order by a supplementary written notice; or
 - b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 11. Termination.

If the Stop Work Order is canceled, DHS may, after receiving and evaluating a request by the County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

EXHIBIT C

Subcontractor Insurance Requirements

General Requirements. County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance as specified in this Exhibit C and meeting all the requirements under this Exhibit C before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DHS. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with whom the county directly enters into a contract. It does not include a subcontractor with whom the contractor enters into a contract.

1. **Workers' Compensation.** Insurance must be 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.

2. **Professional Liability:**

Required by DHS Not required by DHS.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by DHS:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2015:.... \$2,000,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2015:.... \$4,000,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

3. **Commercial General Liability:**

Required by DHS Not required by DHS.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to DHS. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by DHS:

Bodily Injury/Death:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2015:....\$2,000,000.
From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2015: ...\$4,000,000.
From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

AND

Property Damage:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2015:....\$200,000.
From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2015:....\$600,000.
From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

4. Automobile Liability:

Required by DHS Not required by DHS.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by DHS:

Bodily Injury/Death:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2015: ...\$2,000,000.
From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2015:.....\$4,000,000.
From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

AND

Property Damage:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2015:.....\$200,000.
From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2015:.....\$600,000.
From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

5. **Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
6. **“Tail” Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either “tail” coverage or continuous "claims made" liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor’s completion and County ’s acceptance of all services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and DHS may grant approval of the maximum “tail“ coverage period reasonably available in the marketplace. If DHS approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.
7. **Notice of Cancellation or Change.** The contractor or its insurer must provide 30 days’ written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
8. **Certificate(s) of Insurance.** County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured and (ii) for insurance on a “claims

made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage.

EXHIBIT D RESERVED

EXHIBIT E RESERVED

EXHIBIT F – List of CIP Homes

PROPERTY ADDRESS	CIP PROJECT	TYPE OF HOME
376 Warner-Parrott Road, Oregon City	CIP1-02	Barrier Free Ranch
13581 Jason Lee Drive, Oregon City	CIP1-03	Barrier Free Ranch
2885 Maple Street Oregon City	CIP1-04	Barrier Free Ranch
4808 View Acre Road, Milwaukie	CIP1-05	Barrier Free Ranch
15323, 25, 27 Risley Court, Milwaukie	CIP1-06	Retrofit
3050 Lazy River Drive, West Linn	CIP1-07	Barrier Free Ranch
2286 Lindenbrook Court, Milwaukie	CIP1-08	Barrier Free Ranch

EXHIBIT G

Addition to List of CIP Homes

Agreement Number 000000

**Amendment to
State of Oregon
Intergovernmental Agreement**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audiotape, oral presentation, and electronic format. To request an alternate format call the State of Oregon, Department of Human Services, Office of Forms and Document Management at (503) 373-0333, Fax (503) 373-7690, or TTY (503) 947-5330.

This is amendment number **00** to Agreement Number **000000** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

Agency
d.b.a. Facility or Assumed Name
Address
Address
Phone number (optional)
Fax number (optional)
Email address (optional)
Contractor's home page URL, if applicable (optional)

hereinafter referred to as "**Agency.**"

1. This amendment shall become effective on the date this Amendment has been fully executed by every party and, when required, approved by Department of Justice and any other necessary approvals.
2. The Agreement is hereby amended as follows:

The following homes are added to the list of homes managed by the Agency under the original Agreement:

Project No.	Address	City	Structure Type	Age

3. Except as expressly amended above, all other terms and conditions of the original agreement and any previous amendments are still in full force and effect. Agency certifies that the representations, warranties and certifications contained in the original agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this amendment.
4. **Certification.** By signature on this Amendment, the undersigned hereby certifies under penalty of perjury that:
 - A. The number shown in Section IV(A) of original Agreement is Agency's correct taxpayer identification and all other information provided in Section IV(A) is true and accurate;
 - B. Agency is not subject to backup withholding because:
 - i. Agency is exempt from backup withholding;
 - ii. Agency has not been notified by the IRS that Agency is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - iii. The IRS has notified Agency that Agency is no longer subject to backup withholding; and
 - C. Agency is an independent contractor as defined in ORS 670.600.

5. SIGNATURES

AGENCIES: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Approved By Agency

Authorized Signature	Title	Date
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Approved By DHS

Authorized Signature	Title	Date
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Approved for Legal Sufficiency:

When no DOJ signature, cite the OAR or ORS that allows that action to be taken

Assistant Attorney General	Date
-----------------------------------	-------------

Approved By DHS

Signature	Name/Title (printed)	Date
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Reviewed by Office of Contracts and Procurement:

Signature	Name (printed)	Date
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EXHIBIT H

CIP Property Management Procedures COMMUNITY INTEGRATION PROGRAM PROPERTY MANAGEMENT PROCEDURES

Revised August, 2010

- I. MAINTENANCE AND REPAIR**

- II. CARE AND CUSTODY OF UNOCCUPIED HOMES**

- III. REMODELING AND RENOVATION**

For Information Contact:

Heber Nelson, Manager, Community Housing Section
Seniors and People with Disabilities
676 Church Street NE, Second Floor
Salem, OR 97301
heber.nelson@state.or.us

I. MAINTENANCE AND REPAIR PROCEDURES

PURPOSE

The reserve fund for Community Integration Program (CIP) housing will be used to maintain and repair properties financed through the Oregon Housing and Community Services Department (HCSD) for persons with developmental disabilities. Funds will be used as needed to maintain the structural integrity and appearance of the properties, so that programs can continue to operate on the premises and maintain positive relations with neighbors.

Funds will only be used to maintain the land and structural features purchased through the housing program and owned by the OWNER (housing developer). Property brought onto the premises and owned by the tenants (residents and care provider) will NOT be maintained or repaired with money from the reserve fund. Requests for maintenance and repair of CIP homes may be submitted by the OWNER a) as a result of an item appearing in Seniors and People with Disabilities (SPD), Community Housing Section inspection report, b) to meet a current need, or c) in response to a client health and safety issue requested by Seniors and People with Disabilities (SPD).

INSPECTIONS

Community Housing Section will conduct annual inspections of all properties and report the findings of those inspections to the OWNER in writing. The report will cover all significant maintenance categories, both interior and exterior. Annual inspection results noted and reported do not constitute authorization for expenditures and reimbursement from the Maintenance and Repair Fund. Every effort will be made to conduct the inspections with an OWNER'S representative present.

FUNDING PRIORITIES

Funding will be made available according to the following priorities, and in order of urgency.

PRIORITY 1: Repair or replacement must be made immediately to protect the health and safety of the tenants, employees and/or the integrity of the premises.

Examples:

Leak in roof; malfunctioning fire sprinkler system; broken water main; clean-up after storm, fire, flood or earthquake damage; damaged flooring which presents a hazard to tenants; malfunctioning electrical systems built into the facility; removal of a large tree weakened by age or wind which may fall; broken appliances; etc. Priority 1 repairs may be approved by telephone or email and followed up with written authorization. Priority 1 work that is not preauthorized may not be funded.

PRIORITY 2: Long-term maintenance that can be planned and scheduled.

Examples:

Routine interior and exterior painting needed to seal and protect surfaces; replacement of roof, carpet, or major appliances which are part of the facility; repair of counters or cabinets; etc.

PRIORITY 3: Repairs or scheduled maintenance needed to retain a reasonable appearance and amicable relations with neighbors.

Examples:

Landscaping; exterior paint needed to improve appearance but not needed to protect surface; repair and replacement of woodwork or decorative trim, etc.

FINANCIAL ASSISTANCE PROCEDURE

- 1. REPAIR OR MAINTENANCE:** The OWNER may initiate a request for financial assistance. No repair or maintenance work will begin unless an urgent or emergency situation exists (See Section F, Emergency Procedures) or exclusive prior approval is obtained from the SPD, Community Housing Section in writing.

The OWNER may request repair or maintenance be approved and scheduled in response to an inspection report, a request by SPD, Community Housing Section or immediate need. All requests for financial assistance will be supported by cost estimates from qualified contractors. SPD, Community Housing Section may require the OWNER to solicit competitive cost estimates for any requested expenditure. The OWNER will seek three competitive cost estimates on work exceeding \$3,000. Copies of letters soliciting cost estimates and all responses will accompany the repair approval request. OWNER will indicate the justification for the cost estimate and contractor recommended. In addition to cost, criteria may include the contractor's prior experience and ability to complete the work in a timely manner.

- 2. REVIEW OF REQUESTS:** SPD, Community Housing Section will review all requests and accompanying cost estimates to confirm evaluate whether the cost estimates are appropriate and reasonable. Representatives from SPD, Community Housing Section, may elect to do a site review of maintenance and repair requests. Following review, all requests may be approved and funded, placed on a standing repair list, or denied. SPD, Community Housing Section will only review requests for financial assistance over two hundred dollars, (\$200.00).

Priority 1 requests may be approved for funding immediately, contingent upon funds availability and approval by SPD, Community Housing Section as a Health & Safety

Priority 1 request. Priority 2 and 3 repair and maintenance items will be placed on a standing list and approved and scheduled, as funds become available.

3. **STANDING REPAIR LIST:** A list will be maintained by SPD, Community Housing Section that catalogs all unfunded repair requests that have been reviewed. The list will be continuously updated and sorted first by priority designation followed by date of request.
4. **REPAIR APPROVAL OR DENIAL:** A repair approval memo will be sent from SPD, Community Housing Section to the OWNER regarding the disposition of a funding request (i.e. funded, placed on the standing list, or denied).
5. **REQUEST FOR INTERIM FUNDS:** If requested by the OWNER for good cause, SPD, Community Housing Section may elect to make interim payments based on per cent of work completed, and/or materials delivered to the job site. OWNER will indicate the need for interim payments at the time of project approval. OWNER will complete an inspection to verify materials delivered to site, and/or work completed. SPD, Community Housing Section may conduct an inspection to verify percentage of work completed.
6. **ADDITIONAL WORK:** If additional work beyond that described in the initial request is necessary, OWNER must submit a change order request that describes the work needed, reasons for the work and a cost estimate to SPD, Community Housing Section. SPD, Community Housing Section will review the request for additional work and notify OWNER by memo of approval or denial. In no case should work proceed prior to approval from SPD, Community Housing Section unless it is of an emergency nature (see Section F, Emergency Procedures).
7. **REQUEST FOR CLOSING AND RELEASE OF FUNDS:** Once the repairs are complete, the OWNER will send a request for disbursement, copy of the contractor's invoice, and notification that all work has been completed and inspected by OWNER. SPD, Community Housing Section may also elect to inspect repairs. SPD, Community Housing Section will review and process request and disburse funds as appropriate. No request for funds less than \$200 will be considered.
8. **FOLLOW UP INSPECTIONS:** All repairs will be duly noted by SPD, Community Housing Section in the property file so that follow-up inspection of specific repairs can be accomplished during the annual inspection. In some cases involving costly repairs, it may be necessary for SPD, Community Housing Section to inspect the repairs prior to closing and disbursement of funds.

FUND REIMBURSEMENT

SPD, Community Housing Section will maintain records pertaining to the repair fund that document all transactions. SPD, Community Housing Section will also track fund balance and compare rate of expenditure to the legislatively approved budget. Should additional funds be required, the Assistant Director, Seniors and People with Disabilities will review and approve replenishment requests.

EMERGENCY PROCEDURES

Emergency situations are those that threaten health and safety of people in or near the home or conditions that may cause further property damage and expensive repair costs if not mitigated at once.

Examples:

A broken water main that renders the fire sprinkler system inoperative and residents unprotected or, a fallen tree that penetrates the roof allowing rain to enter the facility.

In an Emergency situation, the OWNER is authorized to make immediate repairs as necessary to mitigate health and safety risks to people and to stop further damage to the premises. The scope of work may be temporary in nature and must be limited to relieving the immediate crisis. OWNER will notify SPD, Community Housing Section as soon as practical following the emergency. OWNER will then promptly submit a request for reimbursement for expenses incurred and a complete repair plan following procedures described in this manual.

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II. CARE AND CUSTODY PROCEDURES

A. PURPOSE

Housing developed or acquired by the OWNER to provide homes for SPD clients may from time to time be vacant for a variety of reasons. During such vacancy it is in the interest of the SPD and the OWNER to see that Care and Custody of the homes is provided. OWNER may request funding from the SPD for these services.

B. PROCEDURE

1. **OWNER** or SPD will notify the other party immediately upon learning that a home will be vacant.
2. **OWNER** will submit a Care and Custody plan with details, including costs involved in providing the following minimum services which may include the following:
 - a. Mortgage payment
 - b. Fire, theft and vandalism insurance monthly premium
 - c. Electrical service, monthly.
 - d. Phone service (alarm), monthly
 - e. Water service, monthly
 - f. Alarm monitor (if available), monthly.
 - g. Administration, including site visits, (note how many monthly)
 - h. Estimate of time Care and Custody will be needed.
3. **SPD, Community Housing Section** will review the Care and Custody plan, and discuss details with the OWNER as necessary to confirm the plan.
4. **SPD, Community Housing Section** will provide a Care and Custody plan approval to the OWNER that details the agreed-upon plan. Care and custody payments will be made to the owner based on this plan.
5. **OWNER** will, after occupancy or signing of a lease by a new tenant, submit a final bill to **SPD, Community Housing Section** that reconciles all charges and payments.
6. **SPD, Community Housing Section** will complete accounting and either require repayment of overage or authorize final payment to OWNER.
7. **When an approved plan** for Care and Custody is in effect and the OWNER and selected care provider have not signed a lease, OWNER agrees to continue the Care and Custody plan and to assume one half of the cost of the approved plan. When the final bill is reconciled,

only half of the actual charge will be credited for the affected period. Approved Care and Custody payments will not be withheld.

9. **SPD, Community Housing Section** may contract for care and custody activities and/or property management services for the purpose of protecting the property, whether under the ownership of SPD or the OWNER. Cost for these services may be paid from the Maintenance and Repair Fund.

III. REMODELING OR RENOVATION PROCEDURES

A. PURPOSE

Housing developed or acquired by the OWNER to provide homes for SPD clients may from time to time require remodeling or modification in order to accommodate the changing needs of the residents. Such changes may be necessary due to increased disability, age, a change in residents at the home, or modification of program direction. OWNER may request funding from SPD Maintenance and Repair Reserve Fund to pay for these renovations.

B. PROCEDURE

1. **OWNER** will be notified in writing by program provider, SPD program staff, or SPD, Community Housing Section that specific remodeling or modification is required.
2. **OWNER** will consult with SPD, Community Housing Section to determine a scope of work that best responds to the programmatic issues.
3. **OWNER** will develop plans, specifications and cost information necessary to complete the work.
4. **FACILITY PLAN:** The OWNER will complete and submit a facility plan with all pertinent cost information, and attach all specification and plan information that has been developed for the work.
5. **SPD, Community Housing Section** will approve the plan in writing. SPD – SPD may require OWNER to execute a Trust Deed or other security agreement to protect the State's investment as a condition of providing the approval. Determination concerning this requirement will be made on a case by case basis.
6. **ADDITIONAL WORK:** If additional work beyond that described in the initial request is necessary, OWNER must submit a change order that describes the work needed, reasons for the work and a cost estimate to SPD, Community Housing Section.
7. **SPD, Community Housing Section** will review the Change Order as submitted by OWNER, and approve or deny.

8. **THE CHANGE ORDER** format may be used for small projects done within two (2) months of completion of the original remodeling or modification.
9. **OWNER** may request interim payment if necessary. SPD, Community Housing Section will review and approve these on a case-by-case basis.
10. **OWNER** will complete all work as stipulated in the SPD-ODDS approved Facility Plan and/or Change Order(s).
11. **OWNER** may include a fee to cover administrative costs to manage the remodeling and renovation work at a rate not to exceed 5% of the total project budget.
12. **OWNER** will provide SPD, Community Housing Section with copies of all final inspections required by any state or local building jurisdiction and a recorded Notice of Completion when applicable.
13. **SPD COMMUNITY HOUSING SECTION** will, when necessary, complete, final inspections to assure satisfactory completion of work. SPD/Community Housing Section will notify **OWNER** of any deficiencies identified, which will be promptly rectified. SPD, Community Housing Section may also conduct interim inspections.
14. **OWNER** will submit a request for final payment upon satisfactory completion. Owner will include copies of final building inspection report and a recorded notice of completion, when applicable.
15. SPD, Community **Housing Section** is responsible for the review and final authorization of payment related to the facility plan and/or change order(s).



Kate Brown, Governor

250 Winter St NE, Room 306
Salem, OR 97301
Voice: (503) 945-5818
FAX: (503) 378-4324

DOCUMENT RETURN STATEMENT

December 22, 2015

Re: Document #: **150499**, hereinafter referred to as "Document."

Please complete the following statement and return it along with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information form (if applicable).

Important: If you have any questions or find errors in the above referenced Document, please contact the contract specialist, Vincent Dunn at (503) 945-6194.

I _____, _____,
(Name) (Title)

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and Housing Authority of Clackamas County, by e-mail from Geneva Degner on December 22, 2015.

On _____, I signed the electronically transmitted Document without
(Date)

change. I am returning the completed signature page and Contractor Data and Certification page and/or Contractor Tax Identification Information form (if applicable) with this Document Return Statement.

(Authorizing Signature)

(Date)

March 31, 2016

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of Resolution #1912: Housing Authority 2016-2017 Annual Plan

Purpose/Outcomes	Approval of the Housing Authority of Clackamas County's (HACC) 2016-2017 HACC Annual Plan.
Dollar Amount and Fiscal Impact	\$12,025,000 for Section 8 Voucher funds, \$3,573,850 in Public Housing funds and \$868,000 in Capital Grants Program funds during 2016-2017.
Funding Source	U.S. Department of Housing and Urban Development - No County General Funds are involved.
Safety Impact	N/A
Duration	Effective July 1, 2016 through June 30, 2017
Previous Board Action	2015-2020 Five-Year Plan approved by the HACC Board on April 2, 2015 – Resolution No. 1909. Public Hearing held on March 17, 2016.
Strategic Plan Alignment	1. Efficient & effective services 2. Build Public Trust through good government
Contact Person	Chuck Robbins, Executive Director (503) 655-8267
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval of Resolution # 1912: Approval of the Housing Authority's Annual Plan. Approval by the Housing Authority Board of Commissioners ensures renewed funding to the Housing Authority.

The Annual Plan will be effective July 1st, 2016. The purpose of the Plan is to provide goals and objectives for the upcoming year, and an annual update to HUD regarding the Housing Authority's policies, rules, and requirements concerning its operations, programs and services. The Annual Plan can be amended during the implementation year by calling a public hearing in front of the Housing Authority Board of Commissioners and by providing notification of the amendment of modification to HUD. Any amendment will be approved in accordance with HUD's plan review procedures, as provided in the Code of Federal Regulations (CFR) 903.23.

Capital Grants Program funds are granted by HUD for the development, modernization, and management of Public Housing. Through the submission of the Annual Plan, HACC is applying for and seeking Capital Funds in the amount of \$868,000 for 2016-2017.

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

- The Annual Plan was developed in consultation with the Resident Advisory Board (RAB).
- The RAB is made up of residents from Public Housing and Section 8 programs. The RAB met on January 14th, 2016 to review the Plan.

Healthy Families. Strong Communities.

- HACC published a public notice opening the Annual Plan for public review and comments from January 23rd, 2016 through March 8th, 2016.
- The Plan was available at the HACC Administrative Office, HACC Property Management Offices, Clackamas County Oak Grove Library, and was posted on HACC's website.
- HACC also held a public hearing in front of the Board on March 17th, 2016. No comments were received.

Once the Board adopts the final version of the Annual Plan, including all attachments, it will be submitted to HUD. The plan is required to be submitted no later than April 14, 2016; at least 75 days before the beginning of our fiscal year (7/1/2016).

RECOMMENDATION:

Staff recommends that the HACC Board of County Commissioners approve Resolution #1912, and permit staff to submit the final version of the plan to HUD.

Respectfully submitted,

Swift, Director, Director
Housing, Housing & Human Services

In the Matter of Approving the Housing Authority's 2016-2017 Annual Plan (Agency Plan), and related Certifications and Attachments

RESOLUTION NO. 1912

WHEREAS, the Housing Authority of Clackamas County (HACC), Oregon has developed an Annual Plan (Agency Plan) and

WHEREAS, the Agency Plan must be updated each year, and includes the following attachments: Admin Plan Changes, ACOP Changes, Strategy for Addressing Housing Needs, Deconcentration Policy, Annual Capital Fund Submission, VAWA Statement, Board Documents, Public Comments, and required certifications, and

WHEREAS, the Agency Plan and its attachments, was developed using the required HUD templates and with input and recommendations from an established Resident Advisory Board (RAB) on January 14, 2016, and

WHEREAS, the Agency Plan and its attachments were advertised in the Oregonian for public review and comment from January 23, 2016 through March 8, 2016, and

WHEREAS, the Agency Plan and its attachments were discussed and testimony was taken at a public hearing in front by the HACC's Board of Commissioners on March 17, 2016. No comments were received, and

WHEREAS, HUD requires HACC Board approval in the form of a board resolution, and

WHEREAS, the Agency Plan and required attachments and certifications are to be submitted to the HUD at least 75 days prior to the effective date of July 1, 2016,

NOW THEREFORE BE IT RESOLVED that the Agency Plan, its attachments and its certifications are approved, and the Executive Director of the Housing Authority of Clackamas County is authorized to submit these documents to HUD.

DATED this 31 day of March, 2016

BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF CLACKAMAS COUNTY, OREGON

Chair

Recording Secretary

Housing Authority of Clackamas County (HACC)



2016-2017 Annual Plan

Effective Dates upon HUD Approval:

July 1st, 2016-June 30th 2017

Housing Authority of Clackamas County (HACC)

2016-2017 Annual Plan

TABLE OF CONTENTS

ANNUAL PLAN COVER SHEET 1

TABLE OF CONTENTS 2

HUD FORM 50075 PHA ANNUAL PLAN..... 3

ATTACHMENT A: SUMMARY OF HOUSING CHOICE VOUCHER ADMIN PLAN POLICY CHANGES.... 10

ATTACHMENT B: SUMMARY OF PUBLIC HOUSING POLICY CHANGES..... 12

ATTACHMENT C: STRATEGY FOR ADDRESSING HOUSING NEEDS..... 45

ATTACHMENT D: DECONCENTRATION POLICY 49

ATTACHMENT E: ANNUAL CFP SUBMISSION STATEMENT OF SIGNIFICANT AMENDMENT 50

ATTACHMENT F: STATEMENT OF CAPITAL IMPROVEMENTS 51

ATTACHMENT G: VAWA STATEMENT 53

ATTACHMENT H: REQUIRED CERTIFICATIONS..... 54

ATTACHMENT I: PUBLIC HEARING NOTICE..... 58

ATTACHMENT J: RESIDENT ADVISORY BOARD MEETING MINUTES 59

ATTACHMENT K: BOARD DOCUMENTS 66

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

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

Definitions.

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

A. PHA Information.					
A.1	PHA Name: <u>Housing Authority of Clackamas County</u> PHA Code: <u>OR001</u> PHA Type: <input checked="" type="checkbox"/> Standard PHA <input type="checkbox"/> Troubled PHA PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>07/01/2016</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Public Housing (PH) Units <u>545</u> Number of Housing Choice Vouchers (HCVs) <u>1,651</u> Total Combined Units/Vouchers <u>2,196</u> PHA Plan Submission Type: <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission Availability of Information. PHAs must have the elements listed below in sections B and C readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans. <input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)				
	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program
					PH
					HCV
	Lead PHA:				

B.	Annual Plan Elements
B.1	<p>Revision of PHA Plan Elements.</p> <p>(a) Have the following PHA Plan elements been revised by the PHA?</p> <p>Y N</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Statement of Housing Needs and Strategy for Addressing Housing Needs (See Attachment C)</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Financial Resources.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Rent Determination.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Operation and Management.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Grievance Procedures.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Community Service and Self-Sufficiency Programs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Safety and Crime Prevention.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Pet Policy.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Asset Management.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation (need to define) (See Attachment E).</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Significant Amendment/Modification.</p> <p>(b) If the PHA answered yes for any element, describe the revisions for each revised element(s):</p> <p>(c) The PHA must submit its Deconcentration Policy for Field Office review (See Attachment D).</p> <p>Identify the specific location(s) where the public may obtain copies of the Annual PHA Plan.</p> <ol style="list-style-type: none"> 1) Housing Authority Administrative Office, 13930 S Gain Street, Oregon City, OR 97045 2) Housing Authority Clackamas Heights Property Management Office, 13900 S Gain Street, Oregon City, OR 97045 3) Housing Authority Hillside Property Management Office, 2889 Hillside Court, Milwaukie, OR 97222 4) Housing Authority Website: http://www.clackamas.us/hacc under Plans and Reports 5) Clackamas County Public Library located at 16201 S.E. McLoughlin, Oak Grove, OR 97222
B.2	<p>New Activities.</p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Hope VI or Choice Neighborhoods.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Mixed Finance Modernization or Development.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Demolition and/or Disposition.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Designated Housing for Elderly and/or Disabled Families.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Conversion of Public Housing to Tenant-Based Assistance.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Project-Based Assistance under RAD.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Occupancy by Over-Income Families.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Occupancy by Police Officers.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Non-Smoking Policies.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Project-Based Vouchers.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Units with Approved Vacancies for Modernization.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).</p> <p>(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan.</p> <p>HACC General updates</p> <ul style="list-style-type: none"> • HACC (Housing Authority of Clackamas County) issued a RFP for housing development in FY2015. HACC awarded 21 Project Based Vouchers, \$1,300,000 in disposition funds and \$1,500,000 in Community Development Home Funds on December 18, 2014, to Town Center Greens (owned by Central City Concern) for the development of 60 Supportive Housing units. The project should be completed by August 2016. • HACC has completed a Green Physical Needs Assessment (PNA) of its Public Housing units. • Created a Housing Advisory Board (HAB). Responsibilities include consideration of community affordable housing needs, identification and recommendations on uses of resources and development programs. • HACC is considering use of HUD's Rental Assistance Demonstration program for the modernization, redevelopment and possible sale of public housing units. If RAD results in the development of new affordable housing HAAC has proposed the following strategic objectives: 1) Long term physical and financial sustainability of HACC; 2) 4 to 1 replacement when development results in loss of public housing units; 3) Minimize relocation costs; 4) Improve living conditions at the same rent; 5) Develop housing that increases access to community services; 6) Decentralization of affordable housing; 7) Increase the number of units available to households at or below 30% of Area Median Income

	<p>HUD has finalized a new rule regarding the development of an Affirmative Fair Housing plan. HACC is working with the County to develop a plan for the 2017-2021 program years. To be in full compliance with the regulations HACC is also considering aligning its 5-Year Plan with the County's 5-Year Consolidated Plan. This would result in HACC preparing a new 5-Year plan next year.</p> <ul style="list-style-type: none"> The Housing Authority of Clackamas County was awarded \$100,000 by the Clackamas County Community Development HOME Program to operate a Tenant Based Rental Assistance Program that offers temporary rent assistance to families that are enrolled in the Reboot NW Program or for families who have Section 8 rental assistance and need Emergency Natural Disaster Deposit Assistance. This program is projected to assist ten (10) families over a 12 month period. <p>Mixed Finance Modernization or Development</p> <ul style="list-style-type: none"> HACC anticipates continuing its efforts to identify Mixed Finance Modernization or Development opportunities which could include the Rental Assistance Demonstration (RAD) program, and a combination of public housing and Project Based Section 8/Low Income Housing Tax Credit (LIHTC) units. <p>Designated Housing for Elderly & Disabled</p> <ul style="list-style-type: none"> HACC plans to issue a Request for Proposal for housing for disabled veterans. <p>Conversion of Public Housing to Project-Based Assistance under RAD</p> <ul style="list-style-type: none"> HACC anticipates continuing its efforts to identify Mixed Finance Modernization or Development opportunities which could include the Rental Assistance Demonstration (RAD) program, and a combination of public housing, Project-Based Section 8/Low Income Housing Tax Credit (LIHTC) units. HACC will explore opportunities to expend the remaining disposition funds for the development of additional affordable housing utilizing the RAD program. <p>Project-Based Vouchers</p> <ul style="list-style-type: none"> HACC will advertise a Request for Proposal for new affordable housing development that will include project based vouchers. <p>Units with Approved Vacancies for Modernization</p> <ul style="list-style-type: none"> HACC will continue to request approval for vacancies to allow time to repair and modernize its Public Housing units, as needed.
<p>B.3</p>	<p>Civil Rights Certification.</p> <p>Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
<p>B.4</p>	<p>Most Recent Fiscal Year Audit.</p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y N <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, please describe:</p>
<p>B.5</p>	<p>Progress Report.</p> <p>Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year and Annual Plan.</p> <p>HACC's Mission: The Housing Authority of Clackamas County's (HACC's) mission is to provide affordable, safe, decent and sanitary housing opportunities in a fiscally responsible manner to low-income people in Clackamas County.</p> <p>PHA Goal 1: Expand the supply of assisted housing. We have applied for additional rent vouchers, reduced Public Housing vacancies, applied for grants attempting to leverage private funds for additional housing opportunities. We are in the process of acquiring land to develop affordable housing</p> <p>PHA Goal 2: Improve the quality of assisted housing. Maintained high performer status in public housing management, improved our lobby environment, improved specific management functions related to geographic inspections, self-certification of repairs, photos of inspections, paperless scanning and attaching of documents, and modernized public housing units. HACC completed a Green Physical Needs Assessment to determine the long term physical and economic sustainability of its Public Housing stock. Reestablished monthly meetings and resident activities through the Resident Association at Hillside Manor. Improved security by installing modern surveillance equipment and procured security patrols at Hillside Manor. Collaborated with Public Health division of Clackamas County to provide on-site Public Health Nurse to meet the health care of Hillside residents, ultimately reducing the number of emergency room visits by Hillside residents.</p> <p>PHA Goal 3: Increase assisted housing choices. Provided clients with mobility toolkit and counseling, conducted outreach efforts and training to potential voucher landlords, worked with Fair Housing Council, increased voucher payment standards, converted public housing disposition funds to vouchers through development projects.</p> <p>PHA Goal 4: Improve community quality of life and economic vitality by providing improved living environment.</p>

	<p>Implement measures to de-concentrate poverty by bringing higher income public housing households into lower income developments, review projects and census tracts to show that a concentration of poverty exists, encourage income mixing in public housing by assuring access for lower income families into higher income developments, develop stronger working relationships with service providers who assist our residents who are elderly and/or disabled, continue to review and implement public housing security improvements, designate buildings for particular resident groups (elderly, persons with disabilities), and attract social services for youth to succeed in school. HACC has continued to work closely with the workforce board on several pilot projects aimed at engaging Public Housing and Section 8 participants in workforce programs that train and certify clients in gainful employment and help them become self-sufficient.</p> <p>PHA Goal 5: Promote self-sufficiency and asset development of families and individuals. Increased the number and percentage of employed persons in assisted families, attract supportive services to improve assistance recipients' employability, attract supportive services to increase independence for the elderly or families with disabilities, develop a strategy and protocol for cross training of staff members to ensure both public housing and Section 8 staff availability to provide the highest level of service to the clients we serve and the general public.</p> <p>The ROSS Service Coordination Program works to support Housing Authority of Clackamas County Public Housing residents in reaching their employment, education, wellness and self-sufficiency goals. The Program accomplishes this by collaborating with multiple service providers such as Public Health, Behavioral Health, Supportive Employment Programs, the Oregon Food Bank, Social Services, and Asset Building Initiatives. The ROSS Service Coordinator then utilizes these collaborations in effective case management to connect residents with resources and opportunities in the community.</p> <p>PHA Goal 6: Ensure Equal Opportunity and affirmatively further fair housing. Implemented affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability, implemented affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability, and implemented affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required.</p>
<p>B.6</p>	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) provide comments to the PHA Plan? Y N <input type="checkbox"/> <input type="checkbox"/></p> <p>(c) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>
<p>B.7</p>	<p>Certification by State or Local Officials.</p> <p>Form HUD 50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
<p>B.8</p>	<p>Troubled PHA.</p> <p>(a) Does the PHA have any current Memorandum of Agreement, Performance Improvement Plan, or Recovery Plan in place? Y N N/A <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, please describe:</p>
<p>C.</p>	<p>Statement of Capital Improvements. Required for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).</p>
<p>C.1</p>	<p>Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD.</p> <p>See HUD Form 50075.2 approved by HUD on June 10, 2015. See Attachment F for Statement of Capital Improvements.</p>

Instructions for Preparation of Form HUD-50075-ST Annual PHA Plan for Standard and Troubled PHAs

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

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

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

B. Annual Plan. All PHAs must complete this section.

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

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the “yes” box. If an element has not been revised, mark “no.” ([24 CFR §903.7](#))

Statement of Housing Needs and Strategy for Addressing Housing Needs. Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA’s strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income), (ii) elderly families and families with disabilities, and (iii) households of various races and ethnic groups residing in the jurisdiction or on the waiting list based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. ([24 CFR §903.7\(a\)\(1\)](#)) Provide a description of the PHA’s strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. ([24 CFR §903.7\(a\)\(2\)\(ii\)](#))

Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see [24 CFR 903.2](#). ([24 CFR §903.23\(b\)](#)) Describe the PHA’s admissions policy for deconcentration of poverty and income mixing of lower-income families in public housing. The Deconcentration Policy must describe the PHA’s policy for bringing higher income tenants into lower income developments and lower income tenants into higher income developments. The deconcentration requirements apply to general occupancy and family public housing developments. Refer to 24 CFR §903.2(b)(2) for developments not subject to deconcentration of poverty and income mixing requirements. ([24 CFR §903.7\(b\)](#)) Describe the PHA’s procedures for maintain waiting lists for admission to public housing and address any site-based waiting lists. ([24 CFR §903.7\(b\)](#)). A statement of the PHA’s policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV. ([24 CFR §903.7\(b\)](#)) Describe the unit assignment policies for public housing. ([24 CFR §903.7\(b\)](#))

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

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

Operation and Management. A statement of the rules, standards, and policies of the PHA governing maintenance and management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA. ([24 CFR §903.7\(e\)](#))

Grievance Procedures. A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants. ([24 CFR §903.7\(f\)](#))

Homeownership Programs. A description of any Section 5h, Section 32, Section 8y, or HOPE I public housing or Housing Choice Voucher (HCV) homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. ([24 CFR §903.7\(k\)](#))

Community Service and Self Sufficiency Programs. Describe how the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. ([24 CFR §903.7\(l\)](#)) A description of: **1)** Any programs relating to services and amenities provided or offered to assisted families; and **2)** Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS. ([24 CFR §903.7\(l\)](#))

Safety and Crime Prevention. Describe the PHA’s plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must provide development-by-development or jurisdiction wide-basis: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities. ([24 CFR §903.7\(m\)](#)) A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families. ([24 CFR §903.7\(m\)\(5\)](#))

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

Asset Management. State how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory. ([24 CFR §903.7\(q\)](#))

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

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

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

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

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

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

Demolition and/or Disposition. Describe any public housing projects owned by the PHA and subject to ACCs (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and **(2)** A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed as described in the PHA’s last Annual and/or 5-Year PHA Plan submission. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD’s website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm. (24 CFR §903.7(h))

Designated Housing for Elderly and Disabled Families. Describe any public housing projects owned, assisted or operated by the PHA (or portions thereof), in the upcoming fiscal year, that the PHA has continually operated as, has designated, or will apply for designation for occupancy by elderly and/or disabled families only. Include the following information: **1)** development name and number; **2)** designation type; **3)** application status; **4)** date the designation was approved, submitted, or planned for submission, and; **5)** the number of units affected. **Note:** The application and approval process for such designations is separate from the PHA Plan process, and PHA Plan approval does not constitute HUD approval of any designation. (24 CFR §903.7(i)(C))

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

Conversion of Public Housing. Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA plans to voluntarily convert to project-based assistance under RAD. See additional guidance on HUD’s website at: [Notice PIH 2012-32](#)

Occupancy by Over-Income Families. A PHA that owns or operates fewer than two hundred fifty (250) public housing units, may lease a unit in a public housing development to an over-income family (a family whose annual income exceeds the limit for a low income family at the time of initial occupancy), if all the following conditions are satisfied: (1) There are no eligible low income families on the PHA waiting list or applying for public housing assistance when the unit is leased to an over-income family; (2) The PHA has publicized availability of the unit for rental to eligible low income families, including publishing public notice of such availability in a newspaper of general circulation in the jurisdiction at least thirty days before offering the unit to an over-income family; (3) The over-income family rents the unit on a month-to-month basis for a rent that is not less than the PHA’s cost to operate the unit; (4) The lease to the over-income family provides that the family agrees to vacate the unit when needed for rental to an eligible family; and (5) The PHA gives the over-income family at least thirty days notice to vacate the unit when the unit is needed for rental to an eligible family. The PHA may incorporate information on occupancy by over-income families into its PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. See additional guidance on HUD’s website at: [Notice PIH 2011-7. \(24 CFR 960.503\)](#) (24 CFR 903.7(b))

Occupancy by Police Officers. The PHA may allow police officers who would not otherwise be eligible for occupancy in public housing, to reside in a public housing dwelling unit. The PHA must include the number and location of the units to be occupied by police officers, and the terms and conditions of their tenancies; and a statement that such occupancy is needed to increase security for public housing residents. A “police officer” means a person determined by the PHA to be, during the period of residence of that person in public housing, employed on a full-time basis as a duly licensed professional police officer by a Federal, State or local government or by any agency of these governments. An officer of an accredited police force of a housing agency may qualify. The PHA may incorporate information on occupancy by police officers into its PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. See additional guidance on HUD’s website at: [Notice PIH 2011-7. \(24 CFR 960.505\)](#) (24 CFR 903.7(b))

Non-Smoking Policies. The PHA may implement non-smoking policies in its public housing program and incorporate this into its PHA Plan statement of operation and management and the rules and standards that will apply to its projects. See additional guidance on HUD’s website at: [Notice PIH 2009-21. \(24 CFR §903.7\(e\)\)](#)

Project-Based Vouchers. Describe any plans to use Housing Choice Vouchers (HCVs) for new project-based vouchers, which must comply with PBV goals, civil rights requirements, Housing Quality Standards (HQS) and deconcentration standards, as stated in 983.57(b)(1) and set forth in the PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. If using project-based vouchers, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan. (24 CFR §903.7(b))

Units with Approved Vacancies for Modernization. The PHA must include a statement related to units with approved vacancies that are undergoing modernization in accordance with [24 CFR §990.145\(a\)\(1\)](#).

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

For all activities that the PHA plans to undertake in the current Fiscal Year, provide a description of the activity in the space provided.

B.3 Civil Rights Certification. Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulation*, must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. ([24 CFR §903.7\(o\)](#))

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

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

B.6 Resident Advisory Board (RAB) comments. If the RAB provided comments to the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. ([24 CFR §903.13\(c\)](#), [24 CFR §903.19](#))

B.7 Certification by State or Local Officials. Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. ([24 CFR §903.15](#)). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.

B.8 Troubled PHA. If the PHA is designated troubled, and has a current MOA, improvement plan, or recovery plan in place, mark "yes," and describe that plan. If the PHA is troubled, but does not have any of these items, mark "no." If the PHA is not troubled, mark "N/A." ([24 CFR §903.9](#))

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

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

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan.

Public reporting burden for this information collection is estimated to average 9.2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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

ATTACHMENT A

Summary of Housing Choice Voucher Administrative Plan Policy Changes: FY July 1, 2016

	New Policy	Explanation of Proposed New Policy Language	Chapter
1	TEMPORARY ADDENDUM May 26, 2015	<i>HUD issued Notice PIH 2013-03, allowing the PHA to adopted: 1. Allow households to self-certify assets of \$5,000 or less. 2. Allow PHAs to establish a payment standard of not more than 120 percent of the fair market rent (FMR) without HUD approval as a reasonable accommodation. This waiver was approved by HUD on May 26, 2015 and anticipate seeking a renewal before its expiration on March 31, 2016</i>	Chapter Addendum
2	Orientations will be available On-Line	<i>Briefings also referred to as Orientations will be conducted in group meetings or may be done through an on-line training.</i>	Chapter 5
3	Briefing Materials available On-Line as well as in class.	<i>To eliminate waste and copying costs, all the required briefing packet items will be made available and discussed during group briefings and on-line. It is the client's choice which items they will choose to take home or get on-line. However a packet containing the following basic materials will be given directly to each client to take home: Voucher, Request for Tenancy Approval, Tenant Rent and Subsidy Worksheet, Utility Allowance Chart, Determination of Housing Assistance Payments, and Payment Standard chart.</i>	Chapter 5
4	Remove \$50 Minimum Rent for VASH	<i>HACC will not impose the minimum rent for VASH clients.</i>	Chapter 6 6-35
5	TBRA Added	<i>Temporary Rent Assistance (TBRA) with HOME funds added and has a \$10 minimum rent requirement and must be referred by WorkSource as part of the ReBoot Program. No more than 10 families and not to exceed 12 months/24 months</i>	Special Chapter 18 Added
6	Portability Changes in Regulations	<i>Regulatory Changes required of Chapter 10: Resident friendly changes include: Transfers granted 30 extra days to search regardless of voucher expiration date from the Housing Authority they are leaving. Families wanting to transfer but cannot figure out where to send their voucher should be assisted by the Housing Authority to find the proper place to send it. Families are given "tolling time" when the unit they thought would work does not end up working out.</i>	Chapter 10

7	Tenant shall select lease option of lowest cost or pay the difference out of pocket.	<p><i>If a family is offered a range of rents, HACC is seeking to require the family to choose the lowest cost option (usually the longest term option as well) to keep our costs low. Clients who choose a higher rent option (month to month) would have to pay out of pocket the difference between the lowest option and the highest option.</i></p> <p><i>Example:</i></p> <p><i>rent offered for month to month lease \$600</i></p> <p><i>rent offered for 12 month lease is only \$550</i></p> <p><i>Tenant chooses month to month lease. Tenant would have to pay full \$50 difference plus their normal portion of the rent.</i></p>	Chapter 8 8-14
9	Prorated Families cannot move into units that require they pay more than 80% of income on rent.	<i>Immigrant families that cannot be fully assisted with rent are protected this way from leasing in units that will eventually lead to an eviction as they would be unable to maintain their housing and cover basic needs.</i>	Chapter 6
10	Zero Income Families required quarterly reporting.	<i>In an effort to connect families with zero income with resources and opportunities, we are proposing to require these families to meet with their Occupancy Specialist quarterly and report on how they are getting by with zero income. This time will be used by our staff to show clients WorkSource and other resources available and assist them in seeking to improve their situation. This also is a tool for deterring any fraudulent unreported income sources. Failure to comply could lead to termination of assistance.</i>	Chapter 11 11-7
13	Add Veteran Preference	<i>Preference for all military families that can prove they have served in active duty, are facing homelessness (either had a period of homelessness or facing eviction), and are very low income.</i>	Chapter 4 4-8
14	Add Chronically Homeless Preference	<i>To aide in ending homelessness, HACC is seeking to add a preference for those families designated to meet HUD's definition of Chronically Homeless.</i>	Chapter 4 4-8
15	Add Changes to Shelter Plus Care Regulations	<i>Adding Chapter 18 to Administrative Plan to better identify the different policies and regulations governing the Continuum of Care funded Shelter Plus Care Program that was previously using and relying on the Section 8 Housing Choice Voucher Policies. Major difference is the Housing First Model is to be used.</i>	Chapter 18
16	Remove Preference for Shelter Plus Care Graduates	<i>Shelter Plus Care families will no longer be given regular Section 8 vouchers and will be maintained in the Shelter Plus Care program for as long as needed.</i>	Chapter 4 4-8
17	Add Preference	<i>Allow VASH families to graduate to regular Section 8 vouchers when no longer needing Veteran Administrative Case Management to allow for the VASH vouchers to be freed up for new families to enter the program as needed.</i>	Chapter 4 4-8

		<p>3) The addendums in this lease have been designed to provide residents with easier reference to common health and safety hazards that anyone can experience in rental housing. The addendums are as follows:</p> <ul style="list-style-type: none"> i) HACC Community Rules: This addendum clearly explains rules for behavior, maintenance, alterations or any other basic feature of a housing unit or housing community. ii) Pets: This addendum more clearly describes the requirements for owning a pet within public housing. iii) Pest Control: This addendum is intended to promote the reporting of pest infestation to avoid costly pest removal charges. iv) Safety Addendum: This addendum addresses common safety hazards caused by negligence of a resident. v) Mold and Mildew: This addendum provides value guidance on reducing mold in housing. vi) Rules for Parking: Self explanatory vii) Wading Pool Rules: This addendum is to emphasize pool safety and is an augmentation of the Safety Addendum noted above. viii) Grilling and Fire Safety Rules: This addendum addresses the common fire hazards that residents should be aware of. 	<p>Addendum A</p> <p>Addendum B</p> <p>Addendum C</p> <p>Addendum D</p> <p>Addendum E</p> <p>Addendum F</p> <p>Addendum G</p> <p>Addendum H</p>
		<p>Changes to Pet Policy: The language listed below will be added to the ACOP. The Addendum of the lease covers all pet issues listed in the ACOP except for the language below which should be added to the ACOP in the sections noted to right.</p> <p>Under Pet Restrictions replace: “Dogs of the Pit Bull, Rottweiler, Chow, Doberman Pincher or Boxer Breeds” with “<i>Species of dogs not permitted as pets: German Shepherd, Rottweiler, Doberman Pinscher, Pit Bull,</i></p>	<p>ACOP 10.II.C Pet Restrictions page 8</p>

		<p><i>Chow, Spitz; a mix of these breeds; dogs trained to attack; or others, as HACC may determine”</i></p> <p>Under Pet Restrictions insert: ” <i>Cat</i> <i>Maximum number - one (1)</i> <i>Maximum adult weight - under 25 pounds or under 20” high, head to floor</i> <i>Must be spayed or neutered. HACC will not approve a cat (kitten) which is too young to be spayed or neutered.</i> <i>Must have all required inoculations.</i> <i>Must be trained to use a litter box or other waste receptacle</i> <i>Must be currently licensed at all times per State law or local ordinance.</i></p> <p><i>c. Fish (20 gallon tank maximum)</i> <i>d. Bird</i> <i>e. Lizard (under 12 inches in length when full grown)</i> <i>f. Turtle</i> <i>g Others, as otherwise determined appropriate by HACC.</i></p> <p>Insert under number of pets: <i>A Resident agrees to keep no more than one cat <u>or</u> one dog. Resident may own 3 birds (as under prior agreement) or Resident may keep a <u>maximum of 2</u> other small animals. For instance: 2 turtles, <u>or</u> 1 combination set such as 1 lizard and 1 turtle, etc.”</i></p> <p>PART I: ASSISTANCE ANIMALS - OVERVIEW:</p> <p>Language in new lease mirrors language in ACOP regarding Service, Assistive and Companion Animals.</p>	<p>ACOP 10.II.C Pet Restrictions page 8</p> <p>ACOP 10-I.A</p>
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ATTACHMENT B

PUBLIC HOUSING LEASE

**HOUSING AUTHORITY OF CLACKAMAS
COUNTY**

**13900 GAIN STREET
OREGON CITY, OR 97045**

TABLE OF CONTENTS

1. GENERAL PROVISIONS3

2. LEASE TERM AND MOVE IN/OUT4

3. PAYMENTS, CHARGES, DEPOSITS, AND FEES..... 4

4. RESIDENT OCCUPANCY AND USE 6

5. RESIDENT AND GUEST BEHAVIOR 7

6. RESIDENT MAINTENANCE RESPONSIBILITIES 7

7. RESIDENT CONSENT TO LANDLORD’S ACCESS 8

8. RESIDENT LOSS OR INJURY..... 8

9. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY 9

10. LANDLORD’S OBLIGATIONS 9

11. HOUSING PROGRAM(S) COMPLIANCE 9

12. *LEASE ENFORCEMENT AND TERMINATION*..... 10

ADDENDUMS..... 14

 A. HACC Residence Community Rules14

 B. Pets and Service Animals in HACC Housing17

 C. Pest Control Addendum 23

 D. SAFETY ADDENDUM..... 24

 E. MOLD AND MILDEW ADDENDUM 27

 F. RULES FOR PARKING OF MOTOR VEHICLES..... 27

 G. POOL – WADING POLICY & RULES 27

 H. GRILLING & FIRE SAFETY RULES 29

**THE HOUSING AUTHORITY OF CLACKAMAS COUNTY, OREGON
PUBLIC HOUSING LEASE**

This lease is made by and between the Housing Authority of Clackamas County, Oregon (referred to in the Lease as “The HACC”) and the Tenant and any Co-Tenant named on page 1 (referred to as the “Tenant”). The HACC leases to the Tenant and the Tenant leases from the HACC the dwelling unit identified below, subject to the following terms and condition.

**THE HOUSING AUTHORITY OF CLACKAMAS COUNTY, OREGON
PUBLIC HOUSING LEASE**

This Lease is made by and between The Housing Authority of Clackamas County, Oregon (referred to in this Lease as “the Tenant”). The HACC leases to the Tenant and the Tenant leases from the HACC the dwelling unit identified below, subject to the following terms and conditions.

Tenant		Unit ID#	
Co-Tenant		# of Bedrooms	
Unit Address			
Monthly Rent \$		Lease Effective Date	
Annual Reexam Month			
HOUSEHOLD COMPOSITION		RELATIONSHIP TO TENANT	
1.			
2.			
3.			
4.			
5.			
6.			
7.			
SECURITY DEPOSIT \$			

UTILITIES FURNISHED	BY HACC	BY TENANT	TYPE OF FUEL
HEAT	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRIC
HOT WATER	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRIC
COOKING FUEL	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRIC
ELECTRICITY	<input type="checkbox"/>	<input type="checkbox"/>	

GENERAL PROVISIONS and DEFINITIONS

- A. THE HACC. The HACC is a Housing Authority created pursuant to the Oregon Housing Authorities Law. The HACC owns and operates certain dwelling units for low-income persons pursuant to Oregon Law and receives financial assistance for the ownership of these dwelling units from the Unites States Department of Housing and Urban Development. The HACC’s central office is at 13930 S. Gain Street, Oregon City, Oregon 97045-1284
- B. THE MANAGER. The name and address of the person authorized to manage the dwelling unit and the person authorized to act for an on behalf of the owner for the purpose of services of process and

receiving and receipting for notices and demands is Executive Director, or his designee. Property office locations and contact information: Clackamas Heights, Oregon City View Manor and Scattered sites is; 13900 South Gain Street, Oregon City, Oregon 97045-1284; P. O. Box 1510, Oregon City, Oregon 97045; (503) 650-3128; TDD (503) 655- 8639; FAX: (503) 650-3538. Hillside Manor and Hillside Court, 2889 Hillside Court, Milwaukie, OR 97222; (503) 794-8089; FAX 503-794-8070

- B. **THE TENANT or RESIDENT.** The tenant, and any Co-Tenant name on page 1, is a low-income person whose application for tenancy in one of the HACC's dwelling units has been approved and with whom a Lease had been executed. The obligations of the Tenant and Co-Tenant are joint and several. Each person is both individually and jointly responsible for compliance with the terms and conditions of this Lease. Tenant and Resident shall mean the same within the terms and provisions within this lease.
- C. **THE TENANT'S REPRESENTATIONS.** The Tenant represents as true the information given to the HACC during the application process resulting in this Lease. The HACC relies on those representations in determining the Tenants' eligibility for lease of the dwelling unit, the amount of the rent payment and the dwelling unit size. If the Tenant misrepresents any material fact, the HACC may, in addition to other legal remedies, terminate this Lease in accordance with Section 12 herein and requires the Tenant to pay all rent amounts that accumulated between the date of execution of this Lease and the date of termination of this Lease that remain unpaid.
- D. **LEASE LANGUAGE.** This Lease is written in the singular number and masculine gender, but is intended to apply to all individuals with responsibilities under this Lease regardless of their number or sex. If the context so requires, masculine pronouns shall be taken to mean and include the feminine, and singular pronouns shall be taken to mean and include the plural.
- E. **DWELLING UNIT, PREMISES, PROJECT.** In this Lease, the term "dwelling unit" refers to the dwelling identified by the address on page 1. The term "premises" means all areas assigned to the Tenant including the dwelling unit. The term "project" means the real property owned by the HACC in which the Tenant's dwelling unit and premises are located including the Dwelling unit and premises, HACC buildings, facilities, common areas and curtilage. The HACC retains control over any and all common areas of the project for the purposes of enforcing state trespassing laws.
- F. **Admissions and Continued Occupancy Policy (ACOP).** In this lease ACOP policies provide additional guidance where applicable. Wherein any provisions of this lease require additional clarification or interpretation the policies and provisions in the ACOP shall apply.

1. LEASE TERM AND MOVE IN/OUT

- A. **Lease term and renewal.** This lease has a twelve-month term and shall terminate on the expiration date stated above. Following the expiration date of this lease for any units with public housing subsidy, the lease will automatically renew for successive terms of one year, with all conditions, rules and regulations continuing.
- B. **Move in/move out inspection.** Prior to move-in, Landlord and Resident shall inspect the dwelling unit and complete a written statement of the condition of the dwelling unit and all fixtures and furnishings. The Resident and the Landlord shall sign this statement, and a copy will be kept in the Resident's file. At the end of tenancy, after Resident vacates, Landlord will inspect the dwelling unit and give Resident a written statement of the charges, if any, for which Resident is responsible. Resident may join in such inspection.

2. PAYMENTS, CHARGES, DEPOSITS, AND FEES.

All Residents are jointly and severally responsible for all amounts due under this Lease and any damage caused to the dwelling unit or common area by the Resident, any occupant of the unit or any guests.

- A. **Rent amount and payment.**

- (1) Resident-paid rent at the beginning of the lease term is indicated on page 1 of this agreement. The amount of Resident-paid rent will be adjusted at such times and in the manner required under the regulations applicable to the housing occupied by Resident. Rent is due and payable, without demand or billing, in advance on the first of the month and must be paid on time.
- (2) Unpaid rent becomes delinquent after the 8th day of the month in which it is due. A late fee of \$50.00 will be imposed. Partial payments and rental payments for more than the monthly rental amount will not be accepted without prior written Landlord approval. Landlord will not accept cash payments or payment in any form from a third party individual unless approved in advance by Landlord in writing. If a personal check payment made from the Resident's bank account is returned due to insufficient funds an "NSF" fee of \$35.00 will be imposed in all situations where a late fee is not applicable. If a second personal check payment is returned due to insufficient funds, personal checks payments will no longer be accepted, and Resident will be required to make all future payments with cashier's check or money order.
- (3) The Tenant shall pay rent by the first class mail addressed to the HACC at P.O. Box 1510, Oregon City, OR 97045.
- (4) If Resident has an active termination of tenancy notice, Landlord, at their option, will not accept payment from the Resident unless the termination of tenancy notice is remedied. If Resident remedies the termination notice, Resident will be immediately responsible for all back rent and past due amounts that were previously pending due to proposed termination.
- (5) Minimum Rent – Minimum rent shall be set at \$50.00 per household per month. Households may request a waiver of minimum rent. Approval of waiver of minimum rent all waivers will be reviewed by the asset manager or his/her designee.

B. Retroactive rent charges. If the Resident fails to report the facts upon which the rent is based so that the rent received is less than what should be paid, upon the first instance of such failure an increase in rent may be made retroactive to the appropriate date, and the total amount becomes due and payable immediately upon written notice to resident. A repeat instance of failure to report such facts, or any misrepresentation of such facts, shall be cause for termination of this lease, regardless of successful payment of retroactive amounts due. Unreported income or household composition changes may result in termination of this lease.

C. Resident overpayment. Resident agrees that should it be determined at a future date that the Resident's rent amount results in an overpayment to the Landlord; any such overpayments shall be considered a loan from said Resident and shall be repaid to the Tenant by the Landlord without interest. The overpayment shall not be considered a partial rent payment and will not be treated as such.

D. Non-payment of rent notice. Commencing no sooner than on the eighth day of the rental period, the Landlord may give a 14-day written notice of nonpayment and the Landlord's intention to terminate this Agreement if the rent is not paid within that period.

E. Charges. Charges, other than rent, for late fees, damages caused by Resident or any member of the household or a guest, excess garbage charges, yard maintenance charges, "NSF" fees, excessive utility usage and other reasonable charges, are due and payable within 15 days of delivery of written notice of charges to the Resident. Maintenance and repair charges are determined by adding the cost of required labor and materials. Additional information about such charges may be obtained by contacting the Landlord.

F. Smoke damage. The dwelling unit is located in a non-smoking building. Designating buildings as "non-smoking" shall in no way limit the amount or type of damage or cleaning charged to the Resident due to smoke damage at the end of their tenancy.

G. Security deposit. Security deposits may be deposited into an interest bearing account. All interest shall accrue to the benefit of Landlord. No interest will be paid to Resident on security deposits. All refundable deposits, however designated, may be used to offset any damage, unusual wear and tear, or unpaid accounts. A statement explaining the disposition of the security deposit, remaining balance, additional charges, and/or refund will be mailed to the Resident's last known address within the timeframe required by law, currently 31 days after termination of the tenancy and delivery of possession. If actual charges are unknown at the time of mailing, estimates will be used. Landlord may revise charges to reflect actual charges once they are known. Any security deposit received from multiple Residents shall be refunded only when the last Resident vacates the unit and terminates his/her tenancy. If eligible for a refund, the security deposit refund will be issued payable to all Residents. Tenant agrees to provide a forwarding address to the HACC upon submission of their 30 day written notice to vacate their residence.

3. RESIDENT OCCUPANCY AND USE. The dwelling unit will be used only for the primary residence of persons listed on the Lease. The Resident shall have the right to exclusive use and occupancy of the leased dwelling unit. Resident must use the dwelling unit solely as a private dwelling and may not use or permit its use for any other purpose. Other responsibilities include:

A. Authorized occupants. Only Authorized Occupants listed on this Agreement may occupy the premises. Additional occupants must be approved in writing by management in advance and are subject to full screening and qualification procedures. Resident also may not assign the lease or sublease the dwelling unit.

B. Guests. Persons other than those specifically listed on this Agreement shall be strictly prohibited from staying in the rental unit for more than seven (7) consecutive days, or a total of twenty-one (21) days in any twelve-month period without the prior written consent of the Landlord. For purposes of this section, "staying in the rental unit" means presence on the premises for a substantial amount of time, whether during the day or overnight, and shall include, but is not limited to, long-term or regular House guests, live-in baby sitters, visiting relatives, etc. Additionally, Resident may not provide accommodations for boarders or lodgers regardless of length of stay.

C. Excluded persons. If Landlord or the Landlord's designee or agent excludes a person from the common areas, Resident may not invite that person onto the property, either in their unit or the common areas. Landlord and any person designated by the Landlord retains control over any common areas of the premises for the purposes of enforcing state trespass laws and shall be the "person in charge" for that purpose as that phrase is defined in ORS 164.205(5).

D. Extended absence. Resident agrees to notify the Landlord of any absence in excess of seven (7) days no later than the first day of absence. Resident gives up their right to occupancy after an extended absence from the unit of longer than 30 continuous days. Landlord may initiate action to terminate tenancy in response to an extended absence of the unit by any persons listed on this Agreement. Exceptions may be allowed for extenuating circumstances with prior written permission from Landlord. Note, additional exceptions and special conditions regarding extended absences are discussed in the HACC ACOP.

E. Size and Special Feature of Dwellings. Resident understands that if the number of household members should increase or decrease so that household size is in conflict with occupancy criteria established for this dwelling unit community, or if the unit contains accessibility features that no member of the household currently needs, the household will be required to move to the appropriate size or type of unit within 30 days' notice of such unit being available or will be required to move from the Property.

4. **RESIDENT AND GUEST BEHAVIOR.** Resident shall be responsible for the behavior of all household members, guests, and other persons on the premises with consent of the resident.
- A. **Criminal activity.** Resident shall ensure that Resident, any member of the household, guest or other person under the Resident's control shall not engage in any criminal activity or drug related activity on or off the premises. The use, possession, manufacture or distribution of illegal substances either on or in the vicinity of the premises is strictly prohibited. If any occupant commits or is convicted of a crime during the tenancy that would constitute grounds for denial of tenancy under Landlord's then current rental criteria, this is also grounds for termination of tenancy.
 - B. **Disturbing the peace.** Resident and members of the household shall behave and require other persons on the premises with the consent of the Resident or members of the household to behave in a manner that will not disturb the peaceful enjoyment of the premises by neighbors and is conducive to maintaining the premises in a decent, safe and sanitary condition.
 - C. **Other harmful behavior.** Resident's household members, guests, and other persons on the premises with consent of the resident shall not act or speak in an abusive, intimidating or threatening manner toward other residents, neighbors, or representatives including employees of the Landlord nor behave in such a manner as may cause damage to the premises, create unsafe conditions, interfere with access, intimidate or threaten others, or otherwise interfere with the peaceful enjoyment of other residents or their guests.
 - D. **Community rules.** Resident, all occupants, and guests must abide by necessary and reasonable Community Rules promulgated by the Landlord for the benefit and well-being of the property, residents, homeowners, and neighbors. All such rules are incorporated by reference into this Agreement and are posted in the community office and/or common areas and included addendum A of this lease.
 - E. **Duty to report behavior problems.** Resident agrees to notify Landlord immediately, or as promptly thereafter as reasonable safety concerns will permit, when a guest or other visitor to Resident's household cannot be controlled by the tenant and such person behaves in a manner that would otherwise be in violation of this lease. Resident is encouraged to take additional responsibility for the community by reporting any and all known or suspected criminal activity to police and working with neighbors, management, and law enforcement to prevent crime, solve community problems, and promote neighborhood livability.
5. **RESIDENT MAINTENANCE RESPONSIBILITIES.** Resident shall comply with applicable building and housing codes materially affecting health and safety and all obligations defined in the Oregon Residential Landlord and Tenant Act. Resident will dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner; maintain the dwelling in a clean, safe, and sanitary condition; and maintain clear and unencumbered access to all required entrances and emergency exits, including secondary window exits in sleeping rooms. Other maintenance duties include:
- A. **Duty to report damage/maintenance issues.** Resident will immediately report all malfunctions of equipment, failures of essential services, or needs for repair. Resident will notify Landlord promptly of any known unsafe conditions in the dwelling unit, common areas, facilities or grounds that might lead to damage or injury. Resident must notify the Landlord immediately of any pest infestations, suspected water leaks, moisture problems or mold in dwelling units or common areas of the property.
 - B. **Damage, tampering, or unauthorized alterations.** All electrical, plumbing, sanitary, heating,

ventilating, air conditioning, elevators, and other facilities or appliances on the premises are to be used in a reasonable manner. Resident, occupants and guests shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so. Resident, occupants and guests shall not tamper with heating systems, appliances, locks, doors, light fixtures, smoke alarms, security cameras, alarm systems, building security locks and doors, roof access doors, or make any alterations of any nature on or to the premises without specific written consent of Landlord. Resident may be charged for the actual costs associated with any such damages or repairs and/or replacements if such repairs and replacements are necessitated by carelessness, misuse, or neglect. The hourly labor rate charge to residents for damages caused by the resident or members of the household is \$40.00 plus the cost of materials or equipment.

C. Smoke and Carbon Monoxide alarm compliance.

Resident acknowledges and the Landlord certifies that the dwelling is equipped with one or more smoke alarms and one carbon monoxide alarm and that the smoke alarm(s), and carbon monoxide alarm if applicable, have been tested and are operable at this time. It is the Resident's responsibility to test the smoke alarm(s), and carbon monoxide alarm if applicable, at least every six (6) months, contact Landlord immediately upon discovery of dead or weak batteries, and notify the Landlord in writing of operating deficiencies. Because a disabled smoke or carbon monoxide alarm represents a very serious threat to the lives of the household and neighbors, Resident, occupants, and guests may not remove or tamper with functioning smoke and/or carbon monoxide alarm(s), including but not limited to, disabling it by removing working batteries and Landlord may charge a fee of \$250.00 upon discovery of such conduct and terminate this Agreement.

- 6. RESIDENT CONSENT TO LANDLORD'S ACCESS.** Resident agrees not to unreasonably withhold consent to the Landlord to enter the dwelling unit in order to inspect the premises including but not limited to, annual unit inspections, scheduled housekeeping inspections, warranty inspections, pre-construction inspections, and/or pest control inspections, to show the dwelling unit for re-leasing, or to make necessary or agreed repairs, decorations, alterations or improvements. Landlord may enter the unit without consent in an emergency instances include but are not limited to checking on the welfare of a household member or pet/service/companion animal and for maintenance emergencies or at any reasonable time with at least 48 hours advance notice or after receipt of Resident's written request for maintenance as provided in ORS 90.322. If the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, Landlord will leave in the unit a written statement specifying the date, time, and purpose of entry prior to leaving the dwelling unit. If Landlord is obligated to maintain the yard or Resident has failed to maintain the yard, Landlord or their contractors may enter the yard, without notice, at reasonable times and with reasonable frequency, to perform the maintenance work.
- 7. RESIDENT LOSS OR INJURY.** Except to the extent required by law, the Landlord will not be liable for damages of any kind caused by the lack of heat, refrigeration, or other services to the premises arising out of any accident, act of God, act of nature or occurrence beyond the control of the Landlord. The Resident shall be limited to the rights and remedies specified in the Oregon Residential Landlord and Tenant Act. *Landlord strongly urges the Resident to obtain renter's insurance covering personal property.* Resident is *not* a beneficiary of any of Landlord's insurance policies. All personal property in the dwelling unit, designated storage areas, parking areas, and common areas shall be at the risk of the Resident. Except to the extent required by law, Landlord is not liable in any manner for loss or damage due to fire, water, theft, the elements, act of God, act of nature or action by a third party. Except to the extent required by law, Landlord and its employees and agents are not liable for any injury to any person or property caused in any way by the use of the dwelling unit, building, common areas, or property of which the dwelling unit is a part or while using any of the common area equipment or while going to and from the common areas of the property.

- 8. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY.** If the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, resident shall immediately notify Landlord of the damage. Landlord shall be responsible for repair of the unit within a reasonable time, provided that if the damage was caused by Resident, any occupant or guests the reasonable cost of the repairs shall be charged to Resident. Landlord shall offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time; and rent will be abated in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with this paragraph or alternative accommodations not provided in accordance with this paragraph except that no abatement of rent shall occur if Resident rejects the alternative accommodation or if the damage was caused by Resident, any occupant or guests.
- 9. LANDLORD'S OBLIGATIONS.** Landlord shall meet the following responsibilities:
- A. Comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
 - B. Maintain the dwelling unit and the project in decent, safe and sanitary condition; and make necessary repairs to the dwelling unit;
 - C. Keep buildings, facilities and common areas, not otherwise assigned to Resident for maintenance and upkeep, in a clean and safe condition;
 - D. Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord;
 - E. Provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Resident family) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by the Resident;
 - F. Supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection; and
 - G. Notify the Resident of the specific grounds for any proposed adverse action by Landlord.
- 10. HOUSING PROGRAM(S) COMPLIANCE.** The Resident and/or any other household member on the Lease will NOT occupy, or receive assistance for occupancy of, any other unit assisted under any Federal housing assistance program during the term of the Lease. Resident will also comply with the requirements of the subsections checked below:
- A. **Recertification and Reporting Changes.** This dwelling unit is receiving subsidy under the Public Housing program. As required under this program the Resident agrees to provide all required information and certifications on household composition, student status, assets, and income for all household members necessary for Landlord to make determinations with respect to rent, eligibility, and appropriateness of the dwelling size at the following times:
 - (a) At any time during tenancy if there is a reduction in the household's annual income or an increase in allowable deductions.
 - (b) Within 30 days of receipt of any lump-sum payment for the delayed start of a periodic payment (such as Social Security, Annuities, Pensions, Unemployment, etc.). At any time during the tenancy if the household's total gross income increases.
 - (c) On a schedule determined by the Landlord until an accurate income is determined if the Resident or any adult household member has no income or has unstable income at the time of admission or a review.
 - (d) In response to an eligibility review for continued occupancy to be completed on a schedule determined by HACC.

- B. Rent Adjustments for Income Changes.** Rents shall be adjusted to conform to changes in income. If a change results in a rent increase, the Landlord will give the Resident 30 days' advance written notice of such increase.

11. LEASE ENFORCEMENT AND TERMINATION.

- A. Termination by Resident.** Resident may not terminate this lease during the first 30 days of tenancy in the above-referenced dwelling unit. Resident may terminate the lease by giving 30 days' advance written notice.

- B. Termination by Landlord.** Resident understands that failure to comply with the terms of this lease may result in the termination of this Agreement. This lease may be terminated by the Landlord at any time for serious or repeated violations of material terms of the lease, or for other good cause. Examples of serious or repeated violations of terms shall include but not be limited to:

- (1) Payment failures such as:
 - (a) The failure to pay rent or other payments when due.
 - (b) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the eighth of the month. Four such late payments within a 12-month period shall constitute repeated late payment.
 - (c) Failure to pay utility bills when Resident is responsible for paying such bills directly to the supplier of utilities.
- (2) Violation of Resident responsibilities such as:
 - (a) Unauthorized occupants.
 - (b) Failure to report damage to the dwelling unit; serious or repeated damage resulting from Resident's failure to comply with this Agreement; or creation of any physical hazards in the unit, common areas, grounds, parking areas etc
 - (c) Any criminal activity by Resident, household member, guest, or other person under Resident's control, including criminal activity that threatens the health, safety, or right to peaceful enjoyment, or any drug related criminal activity on or off the premises. This action may be taken regardless of whether there has been an arrest or conviction and without satisfying the standard of proof for criminal conviction.
 - (d) Any fire damage on the premises caused by improperly disposing of flammable materials, carelessness or unattended cooking.
 - (e) Any action by Resident, occupant, or guest that interferes with the management of the premises.
- (3) The following do not qualify as grounds for termination of the lease:
 - (a) Criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of the tenancy, if the tenant or immediate member of the tenant's family is a victim of domestic violence, dating violence, sexual assault, or stalking and, as a result could not control or prevent the criminal activity.
 - (b) Nothing in subparagraph (a) may be construed to limit the Landlord's authority, consistent with applicable State laws, to evict or to terminate assistance to individuals who engage in criminal acts of physical violence against family members or others; and
 - (c) Nothing in subparagraph (a) may be construed to limit the authority of Landlord, consistent with applicable State law, to terminate the tenancy of any tenant if the Landlord can demonstrate an actual and imminent threat to the larger community if that tenant's tenancy is not terminated.

- (d) A resident who claims as a defense to an eviction action that the eviction action is brought because of criminal activity directly relating to domestic violence, dating violence or stalking, must complete and submit the HUD Certification of Domestic Violence, Dating Violence, or Stalking form (HUD-50066), and in lieu of the HUD Certification form (or in addition to it) must submit (1) A Federal, State, tribal, territorial, or local police or court record; or (2) Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation, within 14 business days of receiving the written request for this certification by HACC. The certification or alternate documentation must be returned to the person and address specified in the written request for the certification. If the family member has not provided the requested certification or the information that may be provided in lieu of the certification by the 14th business day or any extension of the date provided by HACC, none of the protections afforded to victims of domestic violence, dating violence or stalking (collectively "domestic violence") under the public housing programs apply.
 - (e) HACC may bifurcate the lease in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.
 - (f) HACC may evict a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that HACC does not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate. A victim tenant who allows a perpetrator to violate a court order relating to the act or acts of violence is subject to eviction. A victim tenant who allows a perpetrator who has been barred from HACC property to come onto HACC property including but not limited to the victim's dwelling unit and any other area under their control is subject to eviction.
 - (g) HACC may terminate the tenancy of any tenant if HACC can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to HACC if that tenant's tenancy is not terminated; and
 - (h) None of these provisions shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
- (4) Program eligibility and noncompliance issues such as:
- (a) Misrepresentation of family income, assets or composition or discovery of material false statements or fraud by Resident in connection with an application for assistance or with reexamination of income.
 - (b) Discovery after admission of facts that made Resident ineligible.
 - (c) For public housing only and upon notice of the service requirement provisions of 24 CFR part 960, failure of a family member to comply with service requirement provisions of 24 CFR part 960, subpart F- as grounds only for non-renewal of the lease and termination of tenancy at the end of any twelve-month lease term.
 - (d) For public housing only, failure to accept Landlord's offer of a lease revision to an existing lease: that is on a form adopted by Landlord in accordance with 24 CFR Sec. 966.3; with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that

period for acceptance by Resident.

- (e) Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process regularly scheduled or interim re-certifications.

C. Notice of termination. Any notice to vacate that is required by State law may be combined with, or run concurrently with the notice of lease termination under this section. When Landlord is required to offer Resident the opportunity for a grievance hearing, the notice shall also inform Resident of the right to request such a hearing in accordance with the grievance procedures. The tenancy shall not terminate (even if any Notice to vacate under state law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.

D. Method for serving written notices. All notices required under the lease or State law to be in writing shall be served personally, by first class mail, or by first class mail and attachment. All written notices served by first class mail and attachment from Landlord to Tenant shall be deemed served on the day it is both mailed by first class mail to the Resident at the premises and attached in a secure manner to the main entrance of that portion of the premises of which the Resident has possession. Agent is authorized to accept notices on behalf of the Owner of the premises.

12. OTHER CONDITIONS.

A. Requests for reasonable accommodation. All requests for an accommodation by the Landlord, as required by the Federal and State Fair Housing Acts, must be made in writing to the Landlord, specifying the nature of the requested accommodation. If Resident is unable to complete a written request, Landlord will provide auxiliary aids or assistance with completion of a written request. The resident may, at any time during the tenancy, request reasonable accommodation for a disabled household member, including reasonable accommodation so that the resident can meet lease requirements or other requirements of tenancy.

B. Grievance procedure. All disputes concerning the obligations of the resident or Landlord shall be resolved in accordance with the HACC Grievance Policy and a copy will be provided with written terminations

C. Abandonment. Any goods, vehicles or other property left on the premises after termination of the tenancy by any means shall be considered abandoned and will be disposed of as provided by statute.

D. Attorney's fees. In the event an action is commenced to enforce any provisions of this agreement or the Oregon Residential Landlord and Tenant Act, the prevailing party shall be entitled to, in addition to costs, reasonable attorney's fees.

E. Modification. The lease may be modified at any time by written agreement of the Resident and the Landlord.

F. Waiver. No delay or failure by Landlord in exercising any right under this Agreement, and no partial or single exercise of any such right shall constitute a waiver of that or any other right, unless expressly provided herein or as required by ORS 90.415.

G. False information. Resident understands that deliberate submission of false information will be considered a violation of this Agreement and will result in the termination of this Agreement. If any information supplied in conjunction with application for this rental unit is later found to be false this

is grounds for termination of tenancy.

H. Complete agreement. This Rental / Lease Agreement, any rules and regulations for the premises, and any other written addenda executed by the parties on or after the date of this Agreement contain the entire understanding of the parties. There are no prior oral or written agreements unless they are referenced herein.

I/We have read the terms and conditions listed in this contract.

Head of Household: _____

Co-Head of Household: _____

Date: _____

Copy of Lease to Tenant (Initial): _____

HACC Representative: _____

ADDENDUMS

A. HACC Community Rules

All Residents shall ensure that the conduct of themselves, their household members, guests, and visitors comply with the terms of the lease and of the community rules described below. Please refer to your Resident Handbook for additional rules and guidance on how to best maintain your home here at the Housing Authority of Clackamas County.

1. **Noise** – Noise or conduct that disturbs the quiet enjoyment of other residents is not permitted at any time. Between 10:00 p.m. and 8:00 a.m., no noise may be emitted from the dwelling unit that can be heard outside the unit. This includes stereos, radios, televisions, loud talking, etc.
2. **Alcohol** – It is not permissible to possess any open container of alcoholic beverage, consume any alcoholic beverage in any common area, or abuse alcohol in such a way that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
3. **Smoking** – No smoking whatsoever is permitted in designated non-smoking buildings. In designated non-smoking buildings, smoking is prohibited in any interior common areas, including, but not limited to, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, reception areas, stairways, offices and elevators, within all living units, and within 25 feet of building(s) including entry ways, porches, balconies and patios. The No-Smoking Policy does not make the Landlord or any of its managing agents the guarantor of Resident's health or of the smoke free condition of the non- smoking portions of the Property.
4. **Marijuana** – Medical and Recreational: The possession or use of medical or recreational marijuana in all forms is strictly prohibited on HACC owned property.
5. **Parking** – At properties with off-street parking, all off-street parking is governed by rules and regulations in the HACC Parking Policy and property specific parking rules. All vehicles parked in the off- street parking must be in running condition capable of operating legally on the street, properly licensed and insured. Any vehicle not complying with these standards will be towed at the Resident's expense. Storage of unused vehicles, boats, trailers, campers, canopies and automobiles is prohibited. If the property has off-street visitor parking, visitors may only park in designated stalls during posted times.
6. **Pets** –No animals are allowed on the premises without written Landlord approval, a completed and signed Pet and Service/Assistive/Companion Animal Agreement, and paid Pet deposit if applicable. **Service/Assistance/Companion animals are not considered pets.** Visitors are not permitted to bring any pets on to the premises. Feeding of stray, wild and/or feral wild animals is not allowed.
7. **Housekeeping** – Resident shall keep all areas of the premises under control of the resident in every part as clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, as the condition of the premises permits and to the extent that the resident is responsible for causing the problem. The unit must allow for adequate access through the unit as required by building safety codes and other applicable housing standards. No entrances, exits, windows or passageways may be blocked to prevent ingress and egress. Dust mops, rugs, tablecloths and clothing shall not be shaken, cleaned or left in any of the public areas or any window, door, deck or landing.
8. **Safety and disposal** – All household garbage must be placed in a plastic bag, tied or otherwise closed, and placed inside the dumpster or garbage container provided by Landlord. If property has recycling disposal containers, Resident must separate and place recyclables in property disposal containers designated for the specific recyclable materials. With regard to needles, syringes and other infectious waste, as defined in ORS 459.386, the resident may not dispose of these items by placing them in garbage receptacles or in any other place or manner except as authorized by state and local governmental agencies. Resident is responsible for removing large items and non-household garbage including but not limited to tires, car parts, old furnishings, and mattresses from the premises. These items may not be placed in or near receptacles provided by Landlord. Resident must contact Landlord to have items that have been infested with pests, such as bed bugs, removed from their unit.
9. **Proper use of plumbing** – Toilets, sinks and washbasins are to be used only for the purposes for which they were intended. No dust, rubbish, coffee grounds, sanitary napkins/tampons, grease, etc., are to be

put into same. Residents shall not cause any flooding in the unit and any repair costs incurred by Landlord due to flooding caused by Residents shall be Resident's responsibility. Costs related to improperly draining plumbing due to incorrect use of fixtures or appliances will be charged to Resident.

- 10. Placement of pictures and decorative items** – Resident may hang pictures and other decorative items inside of the dwelling unit only. Use only picture hooks with a small nail that goes into the wall at an angle to hang pictures, mirrors, and decorative items on the walls. DO NOT use anything that sticks to the wall.
- 11. Unauthorized installations** – Except for pictures and decorative items on walls as described above, nothing may be installed on the walls, ceilings or in the windows without prior written consent of Landlord. Also, without prior written consent of Landlord, nothing (pictures, planters, signs, placards, etc.) may be affixed to the exterior of the unit or in the common areas of the residence buildings and only management supplied blinds or draperies may be visible in windows from the exterior.
- 12. Fire Sprinkler and Pipes** – If a fire sprinkler system is installed inside or outside of the unit, Resident shall not hang any items from sprinkler heads and pipes, or otherwise block sprinkler heads and pipes. If Resident breaks or damages sprinkler head/pipes due to misuse from hanging items or tampering with sprinkler heads or pipes, Resident is responsible for any associated damages and repair costs.
- 13. Storage** – Storage is permitted in designated areas only. Resident agrees not to store any personal property outside the dwelling unit or outside of designated storage areas. Personal storage within the Resident's dwelling unit may not block access ways throughout the unit.
- 14. Patios and porches** – Only outdoor furniture, potted plants, and barbecues (provided they comply with fire safety and are consistent with Oregon law and Community Rule 14) are permitted on patios and porches. Upholstered furniture and any flammable items—including but not limited to fire pits and tiki torches—may not be used or stored on balconies, porches or in yards. Patios, porches, and common area hallways are not to be used for general storage (including bicycles, exercise equipment, and other items) or laundry clotheslines. Nothing may be affixed to or perched atop railings.
- 15. Barbeques** –Residents must meet with Landlord and receive explicit written approval from Landlord prior to use of barbeques in common area, balconies, porches, yards, and/or other areas under the control of tenant to ensure that their usage complies with City, County and State laws, regulations, codes or ordinances. For some properties, Fire Code may prohibit the use of many barbeques unless the area is protected by a fire sprinkler system or the adjacent building surfaces are non-combustible. In the event permission is granted, Residents must use all relevant safety precautions and extinguish all fires after use.
- 16. Yard/Garage sales** – Resident is not permitted to have a yard sale, post notices about personal items for sale, or hold any public sale in the interior or exterior common area of the premises or in their yard (if applicable) without prior written consent of the Landlord.
- 17. Yard maintenance (*Scattered Sites Only*)** – Resident will maintain the assigned shrubs and lawn, including regular mowing and weeding during the summer months and raking of leaves in the fall unless Resident has an approved reasonable accommodation to be exempt from such duties.
- 18. Satellite dishes/antennas** – Satellite dishes and/or antennas will be allowed only in strict compliance with the HACC Satellite Dish Policy and applicable law. Resident will obtain a letter of permission or a waiver from property management to install wiring or other fixtures for cable television services.
- 19. Air conditioners** – Air conditioners are permitted only with a signed Air Conditioner Agreement. Resident must provide and maintain their air conditioner unit. Their air conditioner and the method of installation of the air conditioner must be in compliance with HACC's Air Conditioner policy.
- 20. External structures** – Resident shall not use, erect or maintain any wading or swimming pool or any play structure, including but not limited to any swing set, slide, trampoline, or climbing apparatus without prior written consent.
- 21. Bicycles, skateboards, etc.** – All wheeled apparatus will be ridden in a safe and courteous manner as noted in posted areas. Wheeled apparatus may not be ridden on sidewalks, pedestrian areas, grass, or planted areas in such a manner as may cause damage to the premises, create unsafe conditions, interfere with access, intimidate or threaten others, or interfere with the peaceful enjoyment of other residents or guests.

- 22. Laundry facilities** – If applicable, the laundry and its facilities shall be used only for washing and drying of the usual personal and household articles. No cleaning with inflammable materials or dyeing of clothes in washing machines will be permitted. If Resident uses laundry dryers they must clean the dryer lint trap before and after every use. Laundry facilities are to be used only during the hours posted and are for resident use only. Entry doors to the laundry room shall not be propped open.
- 23. Elevators & Other Building Equipment:** Damaging, defacing or abusing HACC property or equipment may result in a lease violation or termination and financial responsibility for repair of all damages.
- 24. Verbal Threats to Staff:** No resident, visitor(s) of any resident, or anyone under a resident’s control shall under any circumstance, verbally or physically threaten HACC staff or persons accompanying HACC staff.
- 25. Waterbeds** – Waterbeds are not permitted without written permission of the Landlord. Resident must provide adequate proof of insurance which names the Landlord and property owner as additionally insured prior to approval.
- 26. Additional rules** – Resident, occupants and guests shall follow all posted rules for use of common areas, playgrounds, parks, parking areas, and recreational facilities.

I/We have read the terms and conditions listed in this contract.

Head of Household: _____

Co-Head of Household: _____

Date: _____

Copy of Lease to Tenant (Initial): _____

HACC Representative: _____

B. Pets and Service Animals in HACC Housing

Animals may be approved to be present in HACC-owned or HACC-assisted units as:

- A. **Pets** or
- B. **Service, Assistive, or Companion Animals** as a HACC-approved Reasonable Accommodation for a person experiencing a disability.

A. PET RULES

The following rules shall govern the keeping of pets in and on properties owned, operated or assisted by HACC. This is inclusive of properties HACC owns and manages, but does not apply to Section 8 tenant-based assistance. HACC permits the individual ownership of common household pets, but requires that this ownership not interfere with the rights of neighbors and residents to clean, quiet, and safe surroundings. No feral (untamed or wild) animals will be approved.

Important: A Resident must provide required documentation as requested on HACC's Animal Registration and Authorization Form and receive HACC approval before bringing any pet to his/her leased HACC-assisted unit. The Resident must also provide a current A-52A at his/her annual eligibility review. Failure to do so may result in eviction action concerning the Resident.

All Residents are permitted ownership of common household pets, upon approval of HACC, with the understanding that the Resident will adhere to the following requirements.

1. Permitted Ownership

a. Dog

Maximum number - one (1)

Maximum adult weight - under 25 pounds or under 20" high, head to floor

Must be housebroken

Must be spayed or neutered. HACC will not approve a dog (puppy) which is too young to be spayed or neutered.

Must have all required inoculations.

Must be currently licensed at all times per State law and local ordinance. Species of dogs not permitted as pets: German Shepherd, Rottweiler, Doberman Pinscher, Pit Bull, Chow, Spitz; a mix of these breeds; dogs trained to attack; or others, as HACC may determine.

b. Cat

Maximum number - one (1)

Maximum adult weight - under 25 pounds or under 20" high, head to floor

Must be spayed or neutered. HACC will not approve a cat (kitten) which is too young to be spayed or neutered.

Must have all required inoculations.

Must be trained to use a litter box or other waste receptacle

Must be currently licensed at all times per State law or local ordinance.

c. Fish (20 gallon tank maximum)

d. Bird

e. Lizard (under 12 inches in length when full grown)

- f. Turtle
- g. Others, as otherwise determined appropriate by HACC.

A Resident agrees to keep no more than one cat or one dog. Resident may own 3 birds (as under prior agreement) or Resident may keep a maximum of 2 other small animals. For instance: 2 turtles, or 1 combination set such as 1 lizard and 1 turtle, etc.

2. Documentation and Approval

A Resident must provide required documentation as requested on HACC's Animal Registration and Authorization Form, and receive HACC approval before bringing a cat or dog to his/her leased HACC unit. A photo of the cat or dog will be placed in the Resident's file. The Resident must always keep inoculations and licenses current. The Resident must be prepared to present this information, whenever requested. Failure to do so may result in eviction action. HACC requires the following information:

- Licensure with Clackamas County
- Inoculation against rabies, distemper, parvo virus, others as applicable
- Certification of Neutering/spaying
- Documentation of present weight and height

3. Deposit

A Resident must pay HACC \$200, for a cat or a dog, as a pet deposit when the cat or dog is approved. This deposit is refundable at the time Resident moves or disposes of the pet, less any charges for pet-related damage or costs incurred by HACC for pet disposition. HACC does not accept partial payments or installment payment of Pet Deposits.

4. Pet Restraint

- a. A cat or dog must be kept inside the resident's residence, or if outside, always kept on a leash, secured in surrounding yard, as applicable to the site, and always under the continuous and complete control of the owner or handler. Tethering of pets is prohibited. No pet is allowed in common areas except for leaving and/or entering a Resident's dwelling. No pet is allowed to be loose on the site, roadways, or in surrounding areas. When transported outside the unit, but not leashed, the cat or dog must be carried in a proper cage.
- b. All other animals are to be confined in a cage or aquarium: maximum capacity: 20 gallons. The Resident may not construct cages, containers, perches, etc. outside the unit or anywhere on the development site, unit porch, or yard areas.

5. Pet Care

- a. A Resident must provide care for his/her pet in compliance with the Lease. Pets of non-HACC residents are not permitted on HACC sites. Residents must not feed or water stray animals. Pets are only to be fed and cared for inside the respective pet owner's unit.
- b. A Resident must promptly dispose of pet waste (including litter) by placing it in a sealed plastic bag, and placing it in a proper trashcan or dumpster on-site. Pet waste may not be placed in any garbage chute or toilet facility. If HACC cleans up animal waste from HACC's property, from a neighbor's property, or from the pet owner's property, the Resident owner of the identified pet will be charged.
- c. HACC has the right to inspect a pet owner's unit for compliance with Pet Rules.
Examples are: (1) when violation of the pet agreement is suspected; (2) when the conduct or

condition of a pet constitutes a nuisance or a threat to the health, safety or peaceful enjoyment of the premises by other Residents or persons in the community, and/or an “emergency situation” appears to exist; (3) if there are concerns for the pet’s well-being, and/or (4) if there is suspected damage to the unit. HACC will notify the Resident of this inspection in accordance with the Resident Lease.

- d. Dogs must wear evidence of current licensing.
- e. A pet shall not be permitted to interfere with the peaceful enjoyment of other Residents or neighbors by barking, howling, biting, scratching or exhibiting other nuisance activities or behavior.
- f. It is the Resident’s responsibility to make arrangements for the care of pets when Resident is absent, and to notify the Site Manager of these arrangements. A pet may not be left unattended for an unreasonable period of time. "Unreasonable" will depend on the circumstances of each case and the nature of the pet. If HACC determines that a concern or a pet rule violation exists, HACC will notify the owner. If the owner cannot be reached, HACC may contact the "person to call in emergency" listed on the pet registration/authorization form to attend to, or remove the animal. If HACC is unable to reach either above person, HACC may contact any authorized state or local agency to take custody of the animal. HACC accepts no responsibility for pets which need to be removed.

6. Pet-Related Liability Insurance (Renter's Insurance)

A pet owner may be liable for any injury or damage his/her pet causes to the person or property of another Resident, neighbor, HACC visitor, guest or staff person, or to HACC property. It is strongly recommended that a Resident, who owns a dog or cat, purchase a personal liability insurance policy (renter's insurance) from an insurance carrier of his/her choice.

7. Visiting Pets - Visiting pets are not permitted under any circumstances.

SERVICE, ASSISTIVE, and COMPANION ANIMAL RULES

The following rules shall govern the keeping of Service, Assistive, and Companion (SAC) animals in and on properties owned, operated and assisted by HACC. HACC permits the individual ownership of Service, Assistive, and Companion animals, but requires that this ownership not interfere with the rights of neighbors and Residents to clean, quiet, and safe surroundings. The SAC animal owner must agree to these rules.

SAC animals are not pets. HACC’s Disability Coordinator must approve the presence of a SAC animal as a reasonable accommodation for a disabling condition. A Resident experiencing a disability must provide required documentation and make arrangements with HACC before bringing the SAC animal to his/her leased HACC-assisted unit. Failure to do so may result in eviction action.

1. Permitted Ownership

- a. **Service Animal** (animal trained for a specific function or service to a disabled person) (i.e., hearing dog, seeing eye dog, etc.) The need for the service animal must be physician-documented.
 - Maximum number - one (1); per household; exceptions, require HACC approval.
 - Must be housebroken
 - Must be spayed or neutered.
 - Must have all required inoculations, see list below
 - Must be licensed by State law and local ordinance.
 - HACC must approve the presence of service animals (otherwise excludable as in section **A. 1** above.)

b. Assistive Animal (animal trained to provide specific assistance to a disabled person, i.e. trained for assistance with walking, balance, or for self-care) Need must be physician-documented.

Maximum number - one (1); per household; exceptions, require HACC approval.

Must be housebroken

Must be spayed or neutered.

Must have all required inoculations, see list below

Must be licensed by State law or local ordinance.

c. Companion Animal (animal providing specific need to a disabled individual)

The need for the companion animal must be physician-documented.

Maximum number - one (1); per household; exceptions, require HACC approval. Size and breed as permitted in Pet Rules; exceptions, require HACC approval.

Must be housebroken.

Must be spayed or neutered. HACC will not approve a dog (puppy) or a cat (kitten) which is too young to be spayed or neutered.

Must have all required inoculations, see list below.

Must be licensed by State law and local ordinance.

2. Documentation and Approval

Some Residents experiencing a disability rely on a SAC animal. The SAC animal must be approved through the Reasonable Accommodation request process. HACC's Disability Coordinator will review this request. A Resident must provide required documentation on HACC's Animal Registration and Authorization Form and must receive approval from HACC before bringing SAC animal to his/her leased HACC unit. A photo of the SAC animal will be placed in the Resident's file. A Resident must provide information annually at the time of eligibility review indicating the continued need for the SAC animal and that the following are current, as applicable:

Verification that there is continued need for the presence of the SAC animal Licensure with Clackamas County, as applicable Inoculation against rabies, distemper, and parvo virus Certification of neutering/spaying

3. Deposit

HACC does not require a deposit for a SAC-approved animal. However, when a Resident moves or no longer needs the SAC animal, the Resident is responsible for any charges for SAC animal- related damage or costs incurred by HACC for repair or disposition of the SAC animal.

4. SAC Animal Restraint

- a. The SAC animal must be kept inside the Resident's residence, or if outside, always kept on a leash, secured in surrounding yard, as applicable to the site, and always under the continuous and complete control of the owner or handler. No SAC animal is allowed in common areas except for leaving and/or entering a Resident's dwelling, or while directly providing assistance to the owner with a disability. No SAC animal is allowed to be loose on the site, roadways, or in surrounding areas.
- b. SAC animals that are transported outside the unit, but are not leashed, must be carried in a proper cage. A Resident may not construct cages, containers, perches, etc. outside the unit or anywhere on the development site, unit porch, or yard areas for the SAC animal.

5. SAC Animal Care

- a. A SAC animal is permitted as a reasonable accommodation for a person with a disability when approved by HACC. The owner of a SAC animal must care for the animal in a Lease-compliant manner. Only a specific designee shall assist the disabled Resident in the care of the SAC animal. Residents may not care for the SAC animals of non-HACC residents. The SAC animal shall not be left in the care of another HACC Resident in that Resident's unit.
- b. SAC animals are only to be fed and cared for inside the respective owner's unit. A Resident must promptly dispose of SAC animal waste (including litter) by placing it in a sealed plastic bag, and placing it in a proper trashcan or dumpster on-site. SAC animal waste may not be placed in any garbage chute or toilet facility. If HACC cleans up animal waste from HACC's property, from a neighbor's property, or from the SAC animal owner's property, the Resident owner of the identified SAC animal will be charged.
- c. HACC has the right to inspect an SAC animal owner's unit for compliance with these SAC Rules. Examples are: (1) when violation of this agreement is suspected; (2) when the conduct or condition of an SAC animal constitutes a nuisance or a threat to the health, safety or peaceful enjoyment of the premises by other Residents or persons in the community, (3) if there are concerns for the SAC animal's well-being, or (4) if there is suspected damage to the unit.
- d. The SAC animal must wear evidence of current licensing.
- e. The SAC animal shall not be permitted to interfere with the peaceful enjoyment of other Residents or neighbors by barking, howling, biting, scratching or exhibiting other nuisance activities or behavior.
- f. It is the Resident's responsibility to make arrangements for care of SAC animals when the Resident is absent, and to notify the Site Manager of these arrangements. The SAC animal may not be left unattended for an unreasonable period of time. "Unreasonable" will depend on the circumstances of each case and the nature of the SAC animal. If HACC determines that a concern or a rule violation exists, HACC will notify the owner. If the owner cannot be reached, HACC may contact the "person to call in emergency" listed on the Reasonable Accommodation approval form, A-65, to attend to, or remove the animal. If unable to reach either above person, HACC may contact any authorized state or local HACC agency to take custody of the animal, or HACC may enter the unit and remove the animal. HACC accepts no responsibility for SAC animals so removed.

6. SAC Animal-Related Liability Insurance (Renter's Insurance)

A SAC animal owner may be liable for any injury or damage his/her animal causes to the person or property of another Resident, neighbor, HACC visitor, guest or staff person, or to HACC property. It is strongly recommended that a Resident, who owns a SAC animal, purchase a personal liability insurance policy (renter's insurance) from an insurance carrier of his/her choice.

Pets and Service Animals Agreement

I agree to adhere to the terms of this agreement and understand that should HACC determine that the conduct or condition of my approved animal constitutes a nuisance or a threat to the health and safety of other occupants or of other persons in the community, I will be responsible for permanently removing the animal from HACC’s premises.

I agree that the cost of treatment of any infestation of animal parasites or pests or the elimination of odor problems in my unit due to the presence of my animal will be my responsibility.

I agree to comply with all City, County, or State codes regarding animal ownership.

I agree to immediately report any damage caused by my animal and to pay actual damages for repair to the premises or property.

I understand should any disputes arise between myself and management regarding an animal; I have the right to utilize the appropriate hearing or Grievance Procedure available to me.

Head of Household: _____

Co-Head of Household: _____

Date: _____

Copy of Lease to Tenant (Initial): _____

HACC Representative: _____

C. Pest Control Addendum

Date _____ Property name _____ Unit
number _____

Resident name(s) _____

Resident address _____

It is our goal to maintain the highest quality living environment for our residents. We have inspected the unit prior to move-in and we have found there to be no rodents or pest infestations, and it is our hope that it remains that way. Residents have an important role in preventing and controlling pests. While the presence of pests is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by facilitating the identification of pests, minimizing an infestation, and limiting the spread.

Resident acknowledges that all furnishings and other personal property that will be moved into their residence are free of bed bugs or cockroaches. Resident agrees to maintain the premises in a manner that prevents infestation of pests' on the premises.

Resident agrees to uphold their responsibility in part by complying with the following list of responsibilities:

1. Resident shall practice good housekeeping, including the following:
 - A. Resident shall remove clutter. Reducing clutter makes it possible to follow sound housekeeping practices and reduces places where pests, particularly bed bugs and cockroaches, can nest and hide.
 - B. Resident shall keep their residence clean, vacuuming, mopping hard surfaces and dusting regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes and furniture. While cleaning, residents should look for signs of bed bugs and cockroaches, and report these immediately.
 - C. Resident will inspect any second hand furniture, especially beds and mattresses, and ensure that it is free of pests before bringing it onto the premises.
 - D. Resident shall not bring discarded items onto the premises or into their residence.
2. Resident shall report any problem immediately; specifically, resident shall:
 - A. Report any signs of pests, especially bed bugs, immediately. Do not delay in reporting since pests can multiply rapidly and create a significant infestation.
 - B. Report any maintenance needs immediately. Rodents, bed bugs and cockroaches prefer to hide in cracks, holes and other openings. Report any openings to management immediately to inspect and seal if necessary. Cockroaches are also drawn to moisture. Report any leaks or moisture problems immediately.
3. Resident shall cooperate with pest control measures, including:
 - A. Pest Management Professionals must be given access to a rental residence upon reasonable (48 hour) notice to perform inspections. Inspections are necessary for everyone's health and safety, and it is a critical first step in our Integrated Pest Management protocol.
 - B. Residents who require treatment for bedbugs, cockroaches and other infestations must comply with treatment preparation instructions prior to the date and time of the scheduled treatment specified on the 48-hour notice to enter.
4. Resident shall not sell, give away or leave infested furniture or other items in any common area of the property, in any other residence in the building, or set them next to a dumpster. If you need to dispose of infested items contact your building's office staff for the appropriate way to dispose of these items. There will be no disposal charges to residents for any pest infested items disposed of in accordance with our Pest Management Professionals' recommendations.
5. If the resident's residence cannot be treated due to the tenant's failure to properly prepare their unit or refusing access to their unit, HACC shall initiate lease enforcement actions against the resident and the resident shall be held responsible for all costs incurred by HACC up to the time of treatment or eviction.

Resident agrees that violation of any of the terms of this addendum constitutes a material noncompliance with the Rental Agreement and is grounds for eviction and/or other legal action by Owner/Agent. Pest control protocol may change as new research developments occur.

Head of Household: _____

Co-Head of Household: _____

Date: _____

Copy of Lease to Tenant (Initial): _____

HACC Representative: _____

D. SAFETY ADDENDUM

Date _____ Property name _____ Unit number _____

Resident name(s) _____

Resident address _____

Warning!! HACC and its agents cannot be responsible for watching and supervising children's activities. Various state and federal laws prohibit the Owner/Agent from imposing rules and regulations which discriminate against children. **Therefore, parents and those persons having care, custody or control of children are responsible for the supervision, safety and well-being of those children.** Following are some areas of the property that may pose special dangers to children and other individuals who may not be aware of the risks. This list is not meant to cover all possible dangers that may be present.

A. Windows

- 1) Open windows present a potential risk for falling.
- 2) Window screens are intended solely to keep bugs out. They are not intended to support a person's weight or prevent a person or object from falling from an open window
- 3) There is a risk of serious injury or death if a person leans against a screen or if an object is left leaning against a screen.
- 4) Parents must keep their children from sitting or playing on window sills, and for child safety, should keep windows shut and locked when children are left unattended.
- 5) Keep furniture and other objects on which a child can climb away from windows.
- 6) Window stops and other devices that restrict a window from opening are not provided by Owner/Agent because of the dangers associated with fire and the requirement that occupants can escape. If resident desires to use such devices they must be approved by Owner/Agent before being installed. Resident accepts full responsibility for the safe use of such devices.
- 7) Do not block windows in any way that would prevent exit in the event of a fire.

B. Use of Appliances

- 1) Stoves, ovens, and fireplaces can cause burns and start fires if not properly used and attended.
- 2) Hot water can cause burns if not properly used and attended.
- 3) Children can turn on stove burners and ovens. Never place anything on the stove, burners, or in the oven except when cooking.
- 4) Never allow anything, except approved plugs that are in good repair, to be placed in electrical sockets.

C. Parking Lots

- 1) Moving vehicles can cause serious injury or death.
- 2) It is hard to see any person moving around vehicles.
- 3) Riding bicycles, tricycles, skate boards, etc. in the parking area increases the risk to children because they may not be able to control their movements and are not easily seen.
- 4) Playing in or around vehicles is dangerous.

D. Dumpsters and Trash Compactors

- 1) Dumpsters can move or fall, causing injury or death.
- 2) Trash or items in the dumpster can fall causing injury or death.
- 3) Trash in or around the dumpster may contain dangerous items such as broken glass, chemicals or sharp objects.
- 4) Trash compactors include machinery that can cause serious injury or death if improperly used.

D. Water

- 1) Any location where water pools more than one inch deep poses the risk of drowning.
- 2) Danger can be present with bathtubs, sinks, buckets, fountains, streams, and ponds.

E. Balconies, Decks and Second Story Walkways

- 1) Small children can crawl through railings.
- 2) No one should climb on or over railings.
- 3) Throwing objects from balconies, decks and walkways can cause injury or death to persons below.
- 4) Do not place furniture or other objects on which a child can climb on or near railings.
- 5) Keep all stairways clear of debris or obstructions.
- 6) Report any damaged or loose railings to Owner/Agent immediately.

F. Play Areas

- 1) Improper use of play equipment can cause injury or death.
- 2) Any damaged or improperly working play equipment should be reported to Owner/Agent immediately.

Resident acknowledges that they have received a copy of these guidelines and agrees to follow them.

Head of Household: _____

Co-Head of Household: _____

Date: _____

Copy of Lease to Tenant (Initial): _____

HACC Representative: _____

E. MOLD AND MILDEW ADDENDUM

Date _____ Property name _____ Unit number _____

Resident name(s) _____

Resident address _____

Mold growth may occur where there is too much moisture, too little moisture removal or cold surfaces. To reduce potential mold growth, Resident(s) agree to the following guidelines:

A. Keep humidity indoors low, such as by:

- 1) Using bathroom fans during and after bathing/showering. If there is no fan, open a window for ventilation.
- 2) Using kitchen fan when cooking or boiling. If there is no fan, open a window for ventilation.
- 3) Covering fish tanks.
- 4) Keeping a minimal number of houseplants.
- 5) Keep indoor temperature moderately warm during the fall and winter. As low temperatures promote mold growth, keep the room temperature year around above 60 degrees, such as by:
- 6) Keeping the heat on in all rooms of your unit during colder months.
- 7) Keeping closet doors open.
- 8) Preventing cold surfaces by opening your blinds/shades during the day.
- 9) Allowing at least one inch between walls and furniture to allow for air movement and warming of surfaces.
- 10) Immediately take care of any spills or overflow from tubs, showers, sinks, etc. Thoroughly dry any spills onto carpets, floors or rugs.
- 11) Keep any ventilation systems clean and open to facilitated air flow. Do not tamper with ventilation systems or dehumidifiers and report any malfunctions immediately to Management.
- 12) Notify Management immediately if you notice any excess moisture, including water leakage or running water.

B. Clean often and thoroughly:

- 1) If mold does appear inside your unit, immediately scrub with soap and water, then rinse and dry.
- 2) Check and clean window tracks.
- 3) If mold reappears or you are unable to remove it, report the mold immediately to management.

Resident understands and agrees that failure to do any of the actions in this Mold & Mildew Addendum shall constitute a material non-compliance with the Rental Agreement. Resident will be financially responsible for all damage resulting from his/her failure to comply with this Mold & Mildew Addendum.

Head of Household: _____

Co-Head of Household: _____

Date: _____

Copy of Lease to Tenant (Initial): _____

HACC Representative: _____

F. RULES FOR PARKING OF MOTOR VEHICLES

1. HACC may designate parking spaces.

At HACC developments, which have parking lots, HACC may designate, by markings and/or signs, allowable uses for the space in the lots. Designations may include, but are not limited to, RESIDENT PARKING, VISITOR PARKING, HACC STAFF PARKING, DISABLED PARKING, NO PARKING, etc. Any space not otherwise marked is hereby designated for RESIDENT PARKING only.

2. Vehicle Registration. (Reserved)

3. Storage and Repairs.

Storage of boats, trailers, campers, canopies, automobiles, and anything else is prohibited in the parking areas. Repair of vehicles in the parking areas is prohibited.

4. Vehicles which may be parked.

- a) A vehicle which is currently licensed and operable and which properly displays a current valid HACC registration sticker in the development at which the Resident lives; and/or
- b) A vehicle parked in designated VISITOR PARKING space by a non-resident who is visiting Residents. Parking in these spaces is limited to the posted number of hours at any one time unless otherwise approved by HACC.

5. Vehicles which may not be parked.

- a) A vehicle which is inoperable
- b) A vehicle which is not registered with HACC, or which does not properly display a current valid HACC registration sticker;
- c) A vehicle which is blocking the free flow of traffic through any parking areas;
- d) A vehicle which is parked in a fire lane;
- e) A vehicle which is creating a hazard to any Resident, Resident's property, HACC employee, or HACC property;
- f) A vehicle which is parked in a VISITORS PARKING space for more than the posted number of hours at any one time, unless otherwise approved by HACC;
- g) A vehicle being repaired;
- h) A vehicle being stored on the lot;
- i) A vehicle parked outside a designated space;
- j) A vehicle parked in an inappropriate space, for example, a Resident-controlled vehicle parked in a VISITOR PARKING space; a visitor's vehicle parked in a RESIDENT PARKING space; or a Resident or visitor vehicle parked in a "HACC Staff Only" parking space, or
- k) A vehicle registered at another HACC development.

Head of Household: _____

Co-Head of Household: _____

Date: _____

Copy of Lease to Tenant (Initial): _____

HACC Representative: _____

G. POOL - WADING POLICY & RULES

Residents may have wading pools within the lawn area of their residence provided the all members fo the household, visitors and guests comply with following rules for safety:

1. A responsible adult must be present at the pool when in used by children.
2. Immediately after each use the poll must be drained and stored on the patio in the upright position.
3. Pool must be used in different areas of your residence to prevent killing off grass.
4. Pool sizes may vary but the volume of water may not exceed 225 gallons.

The following penalties will be used in case of violation of this wading pool policy:

First Violation =	Warning letter
Second Violation =	Permanent Removal of Pool

I understand and agree to all the adding pool requirements, policy and penalties. I understand and will be held liable for any mishaps and/or damages including personal injury or drowning and damage to property caused by a wading pool in use at my residence.

Head of Household: _____

Co-Head of Household: _____

Date: _____

Copy of Lease to Tenant (Initial): _____

HACC Representative: _____

H. GRILLING & FIRE SAFETY RULES

1. No amount of flammable liquids in any type container should be kept in tenant storerooms
2. Amounts required for maintenance operations may be kept by the management if in proper containers. For portable containers, this would be safety cans.
3. If an amount greater than five gallons is required, it must be kept in a proper container in an inside storage room. The storage room should have a one hour fire resistive construction, proper electrical and heating equipment, vents, explosion relief, etc.
4. Fire doors must not be blocked open. This includes doors opening onto stairwells, fire doors dividing basements and other sections of the building, furnace doors, storage room doors, access to trash chute rooms, and similar locations. It is strongly recommended such doors be marked with an appropriate sign, such as "FIRE DOOR, DO NOT BLOCK OPEN." This could be either a sign attached to the door or painted directly on the door. Such signs will be required where continued violations are found.
5. No storage is permitted in stairwells and exit ways. This includes bicycles, tricycles and baby carriages in particular.
6. No storage of any type is permitted in heating and air conditioning rooms of those residences having individual units.
7. Storage rooms must be kept in a neat and orderly condition. Old newspapers, rubbish, and trash shall not be stored unless in covered metal containers.
8. Lint from dryers is also a possible fire hazard. Commercial dryers must have a vent from the drying chamber directly to the outside. When ordinary home dryers are used and lint is not properly disposed, outside venting will be required.
9. Residence building numbers must be clearly posted and visible from the street.
10. It is required that all smoke detectors and carbon monoxide (CO²) detectors be tested annually. A written record of these inspections must be kept on file, and a copy of the annual inspection of all smoke detectors must be forwarded to the Fire Marshal's Office.
11. Upon written request of the occupant to the owner, a smoke detector assigned for the deaf or hearing impaired must be furnished to all occupants who are hearing impaired or deaf.

MAINTENANCE

The owner/occupant shall be responsible for the safe and proper maintenance of the building, structure, premises, or lot at all times. In all new and existing buildings and structures, the fire protection equipment, means of egress, fire and smoke alarms, devices and safeguards required by the fire prevention code and other jurisdictional ordinances, shall be maintained in a safe and proper operating condition.

OCCUPANT RESPONSIBILITY

If an occupant of a building creates conditions in violation of the fire prevention code by virtue of improper storage, handling and use of substances, materials, devices and appliances, the occupant can be held responsible for the abatement or removal of such conditions.

Head of Household: _____

Co-Head of Household: _____

Date: _____

Copy of Lease to Tenant (Initial): _____

HACC Representative: _____

Attachment C

Strategy for Addressing Housing Needs

Introduction

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

Currently the Clackamas County Housing and Community Division (HCD), is working with local Fair Housing Partners and is participating in a Regional Fair Housing Collaboration. HCD is comprised of HACC and Community Development (CD)

LOCAL EFFORTS

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

Six (6) general fair housing goals were identified:

- Goal I: Fair housing laws are enforced
- Goal II: People and agencies/institutions know about fair housing
- Goal III: Integrative patterns are promoted
- Goal IV: Fair housing is attained regionally
- Goal V: All rental housing is habitable
- Goal VI: Actions are guided by local and regional data

REGIONAL EFFORTS

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

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

Statewide Goals of the Fair Housing Council of Oregon:

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

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

Attachment C Strategy for Addressing Housing Needs

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

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

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

Clackamas County Actions Taken in 2013-2014 and Analysis of Impact

Strategy	Primary Partners (Lead in BOLD)	Accomplishments
Commit to countywide and regional support to continue and enhance enforcement of fair housing laws	SSD HACC CD	SSD has annual contracts with the Fair Housing Council of Oregon FHCO (\$10,770) and Legal Aid Services of Oregon (LASO) (\$81,250) to provide enforcement of fair housing laws. FHCO assisted 209 people with housing information. 31 (15%) were Latino and 12 (6%) were African American. CD is meeting regularly with regional partners to discuss audit testing options.
Improve access to fair housing information	SSD CD HACC	HCD has met with regional partners and the Fair Housing Council of Oregon to coordinate Fair Housing activities, develop a centralized resource and to develop fair housing materials in multiple languages and formats.
Expand opportunities for tenants using Housing Choice Vouchers	HACC	The Housing Authority of Clackamas County has landlord outreach materials posted on the HACC website: http://www.clackamas.us/housingauthority/ 2014 Landlord Training Events: April 7 th , 2014- Oregon Landlord Tenant Law May 30 th , 2014- HB 2639 New Section 8 Law Outreach for all of these events were done by the following: <ul style="list-style-type: none"> • Direct email invitations to our landlord email list • Announcements on the Metro Multi Family Calendar of events • Fair Housing Council of Oregon Announcements • Promoted on HACC Website • Word of mouth through property management companies, etc <p>Landlord Newsletters were distributed to all landlords in Summer 2013, Fall -Winter 2013/14 and Spring 2014. The newsletters are posted at the HACC website.</p>

**Attachment C
Strategy for Addressing Housing Needs**

Ensure that the Housing Authority of Clackamas County includes wait list and housing recipients data for the annual Fair Housing report	HACC	The April 2014 HACC waitlist for housing vouchers has 1,750 households. 287 (16%) are elderly and 633 (36%) have disabilities. 185 (10%) are Black, 94(5%) are Hispanic, 41(2%) are Native American and 45 (3%) are Asian or Pacific Islanders. 1,572 (90%) are in extremely low income households.
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Housing Needs.

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

Housing Needs of Families on the Waiting List: Housing Choice Voucher and Public Housing		
	# of Families	% of Total Families
Waiting List Total	2,839	100%
Section 8 Waiting List	870	31%
Public Housing Waiting List	1,969	69%
Extremely Low Income <= 30% of AMI	2,448	86%
Very Low Income <= 50% of AMI	312	11%
Low Income <= 80% of AMI	57	2%
Above 80% of AMI	22	1%
Elderly or Near Elderly	432	15%
Non-Elderly	2,654	93%
Disabled Head of Household	767	27%
White	2,006	71%
Black/African American	576	20%
American Indian/Alaska Native	118	4%
Asian	75	3%
Native Hawaiian/Pacific Island	46	1%
Hispanic	247	9%
Non-Hispanic	2,592	91%
Characteristics by Bedroom Size (Public Housing Only)		
0 BR	0	0%
1 BR	512	26%
2 BR	378	15%
3 BR	715	36%
4 BR	364	18%

* The Clackamas County average family size of 3 was used to for baseline AMI data.

** Elderly is defined as 65 years and over. Near Elderly

*** Disability Status Reflects American Community Survey 2009 Data

**Attachment C
Strategy for Addressing Housing Needs**

PRIORITY HOUSING NEEDS (households)		Priority		Unmet Need
Renter	Small Related	0-30%	H	1,595
		31-50%	H	1,779
		51-80%	H	1,421
	Large Related	0-30%	H	360
		31-50%	H	640
		51-80%	H	554
	Elderly	0-30%	H	1,074
		31-50%	H	1,101
		51-80%	H	915
	All Other	0-30%	M	1,446
		31-50%	M	1,415
		51-80%	M	1,156
Non-Homeless Special Needs	Elderly	0-80%	H	11,446
	Frail Elderly	0-80%	H	1,223
	Severe Mental Illness	0-80%	H	2,879
	Physical Disability	0-80%	H	575
	Developmental Disability	0-80%	H	1,248
	Alcohol/Drug Abuse	0-80%	H	3,069
	HIV/AIDS	0-80%	M	278
	Victims of Domestic	0-80%	H	218

Non-Homeless Special Needs Data Source – Oregon Office of Housing & Community Service Report 2/19/10
 All others - HUD CHAS database
 2011-2016 Clackamas County Consolidated Plan

Attachment D

Deconcentration Policy

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

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

ATTACHMENT E

January 13, 2016

2016-2017 Annual CFP Submission Statement of Significant Amendment

Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification":

Discretionary changes (changes which are not mandated by regulation) in the plans or policies of the HACC which fundamentally change the mission, goals, objectives, or plans of the agency and which require formal approval of the Board of Housing Authority Commissioners. Discretionary changes include Capital Fund items that have a total expense in excess of \$250,000 in any single grant year.

Sincerely,



Chuck Robbins

Executive Director

Healthy Families. Strong Communities.

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

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

ATTACHMENT F
Statement of Capital Improvements

January 13, 2016

2015 Capital Fund Completed Projects

- Project # 15001 AMP Wide Cabinet Replacement - \$47,652.60
- Project # 15004 Asbestos Abatement Services - \$4,502.00
- Project # 15007 AMP Wide Flooring (On Demand) - \$43,085.85
- Project # 15008 Operations Office HVAC Upgrade - \$10,598.00
- Project # 15009 OCVM & Scattered Site Roof Project - \$96,100.00
- Project # 15010 Clackamas Heights Deck Project - \$128,800.00
- Project # 15011 Scattered Sites Furnace Project - \$78,764.00
- Project # 15012 Green Physical Needs Assessment and Energy Audit - \$19,325.00
- Project # 15013 Hillside Manor Lower Door Work and Entry System - \$25,450.00
- Project # 15014 Hillside Manor Security and Camera Upgrade - \$62,742.51
- Total completed Capital Fund Work 2015 = \$527,019.96

2016 Capital Fund Projects

- Project #15002 – Modernization of 10 Dwelling Units - \$750,000.00.
- Project #16001 – AMP Wide Cabinet Replacement Project - \$50,000.00. On demand two year contract.
-

Healthy Families. Strong Communities.

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

ATTACHMENT F

**Housing Authority of Clackamas County
2016 Capital Fund Budget Summary**

	2016 Physical Needs Assessment	Physical Needs Hard Cost Total	Clackamas Heights AMP 1	Hillside Park AMP 3	Oregon City View Manor AMP 4	Hillside Manor AMP 5	Scattered Sites AMP 2	Admin/ Maintenance Buildings	Community Centers/ Laundry	Non-Dwelling Space
	Physical Needs Assessment	\$ 33,835,317	\$ 7,860,195	\$ 6,751,208	\$ 6,245,589	\$ 6,608,732	\$ 4,759,891	\$ 937,100	\$ 92,602	\$ 580,000
	Physical Needs Assessment (Over 20 years)	\$ 44,958,033	\$ 11,629,148	\$ 9,689,180	\$ 8,447,987	\$ 8,756,260	\$ 6,435,458			
	Cost per unit per year (Over 20 years)		\$ 116,291	\$ 96,892	\$ 84,480	\$ 87,563	\$ 44,691			
Acct #	2015 Capital Fund Budget	Total Budgeted Costs								
1406	HA-Wide Operations (20% Max)	\$ 173,500								
1408	HA-Wide Management Improvement	\$ 2,000								
	Administration (10% Max w/o in house A&E)									
1410	Central Office, Capital Fund admin and audit	\$ 86,750								
1410	CFP Capital Improvement Coordinator A&E design work	\$ 45,200								
1411	Audit	\$ 6,500								
	PHA Wide Fees and Costs									
1430	Architectural, engineering, consulting; mold asbestos testing & remediation, other related expenses	\$ 35,000								
	PHA Wide Site Improvements									
1450	Paving, fencing, landscape, garden, utilities, 504 accomodation	\$ 40,000								
	PHA Wide Dwelling Improvement									
1460	Cabinets, doors, plumbing, HVAC, siding windows, roofs, kitchens, porches, patios, 504 accomodations	\$ 417,000								
	PHA Wide Dwelling Equipment									
1465	Ranges and refrigerators	\$ -								
	PHA Wide Non-Dwelling Equipment									
1475	Tools, equipment, furnishings, vehicles, Office equipment	\$ 44,879								
1495	Relocation Costs	\$ 10,000								
	Asset Managed Properties - specific projects									
1450	Site Work (concrete, drive, walks, landscape, drainage	\$ -								
1460	Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring etc.)	\$ -								
1460	Energy Improvements per Energy Audit	\$ -								
1470	Non-Dwelling Renovation (flooring, HVAC, windows, siding, cabinets, paint, etc.)	\$ 7,500								
	Grand Total Capital Fund Budget	\$ 868,329								

ATTACHMENT G

VAWA Statement

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

We provide preference vouchers for those who are victims of Domestic Violence. We partner with several community partners like Los Niños Cuentan, Clackamas Women’s Services, and Northwest Housing Alternatives to administer the Domestic Violence preference vouchers.

In addition, we are in continuous contact with County and City agencies, including the various law enforcement agencies, for cases with Domestic Violence activity.

HACC funds a transitional housing program, Shelter + Care tenant based voucher, and a project –based voucher housing programs under the Continuum of Care, where many victims of Domestic Violence are housed and provided services.

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

X

Chuck Robbins
Executive Director

Date

**Certifications of Compliance with
PHA Plans and Related Regulations
(Standard, Troubled, HCV-Only, and
High Performer PHAs)**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 02/29/2016

**PHA Certifications of Compliance with the PHA Plan and Related Regulations including
Required Civil Rights Certifications**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or Annual PHA Plan for the PHA fiscal year beginning 7/1/2016, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).


Housing Authority of Clackamas County
PHA Name

OR001
PHA Number/HA Code

Annual PHA Plan for Fiscal Year 2017

5-Year PHA Plan for Fiscal Years 20__ - 20__

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Authorized Official Chuck Robbins	Title Executive Director
Signature 	Date 1/21/14

**Certification by State or Local
 Official of PHA Plans Consistency
 with the Consolidated Plan or
 State Consolidated Plan
 (All PHAs)**

U. S Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 2/29/2016

ATTACHMENT H

**Certification by State or Local Official of PHA Plans
 Consistency with the Consolidated Plan or State Consolidated Plan**

I, Chuck Robbins, the Executive Director
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Housing Authority of Clackamas County
PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of
 Impediments (AI) to Fair Housing Choice of the


Clackamas County
Local Jurisdiction Name

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State
 Consolidated Plan and the AI.

Housing Authority of Clackamas County works closely with Community Development on
Clackamas County's Consolidated Plan and the Analysis of Impediments.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Chuck Robbins	Executive Director
Signature	Date
	1/21/16

Civil Rights Certification
(Qualified PHAs)

ATTACHMENT H

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0226
Expires 02/29/2016

Civil Rights Certification

Annual Certification and Board Resolution


Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.

Housing Authority of Clackamas County
PHA Name

OR001
PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Chuck Robbins	Title	Executive Director
Signature		Date	1/21/16

ATTACHMENT I

PUBLIC HEARING NOTICE

The Housing Authority of Clackamas County Board of Commissioners will hold a Public Hearing at the Public Services Building, located at 2051 Kaen Road, #409, Oregon City, OR 97045 on Thursday March 17th, 2016 at 6pm. The Public Hearing is scheduled to cover the Housing Authority of Clackamas County's (HACC) Draft 2016-2017 Annual Plan.

The Annual Plan provides details about HACC's immediate operations, programs, services, and program participants. It also describes HACC's strategy for handling operational concerns, program and service delivery, and resident concerns and needs during the upcoming fiscal year.

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

Housing Choice Voucher recipients, public housing residents, resident councils, organizations, and the general public are encouraged to attend and submit suggestions, recommendations, comments and ideas on the Annual Plan.

The Draft Plan is available for review from January 23rd, 2016 through March 8th, 2016. Copies can be obtained online at <http://www.clackamas.us/housingauthority/> and hard copies are kept for public review at HACC's administrative office located at 13930 South Gain Street, Oregon City, OR, HACC's Property Management Offices at 13900 South Gain Street, Oregon City, and HACC's Hillside Manor Office at 2889 S.E. Hillside Court, Milwaukie, OR. HACC's offices are open Monday through Thursday 8am to 6pm. The Plan can also be viewed at the Clackamas County Library, 16201 SE McLoughlin, Oak Grove, OR.

Written comments should be directed to Elizabeth Miller, Housing Authority of Clackamas County, P.O. Box 1510, Oregon City, OR 97045, or by email at emiller@clackamas.us. Comments must be received by 5:00 PM on March 8th, 2016.

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: Chuck Robbins, Housing Authority of Clackamas County, 13930 S. Gain St., Oregon City, Oregon 97045. Telephone: (503) 655-5666. E-Mail: chuckrob@co.clackams.or.us.



ATTACHMENT J

HACC ANNUAL PLAN 2016-2017
1.14.16 RAB MEETING MINUTES

10:00-10:20 Welcome and Introductions

Chuck Robbins

Agency Overview:

- ❖ The Annual Plan we will discuss today covers FY2017 (July 1, 2016 - June 30, 2017)
- ❖ The Annual Plan states our mission, activities and progress on meeting goals and objectives from the previous year.
- ❖ Housing Choice Voucher Program received “Standard PHA” due to compliance with HUD’s budget cuts. Public Housing scored 92/100, putting Public Housing as a high performer. HACC has old housing but we were still able to maintain HUD’s highest standards. HACC is the first HA in Oregon. PH act signed in 1937, CH built in 1938. 2 programs – PH & S8. Section 8 jumped down to Standard performer. Nothing to do with the work, staff, clients. Basically, HACC is being punished by doing everything HUD asked us to do. Sequestration cut budgets across the board. HUD wanted us to cut spending, which meant we stopped issuing vouchers. We dropped lease-up rate to below 98%, causing us to rank as a standard performer.
- ❖ Public Housing received a score of 92 out of a possible 100, awarding them as “High Performer” status another year.
- ❖ HACC is planning for RAD application
- ❖ The purpose of the Annual Plan is to provide accountability and transparency concerning policies, rules and plans around HACC's operations.

Q: Does the Standard Performer status increase our inspections from annual to every three years?

A: No, it has to do with being able to go after different funds. Based on all the work that has been done this year, we will have no problem reaching High performer status this year.

We are looking at our Public Housing (PH) units to figure out how we can continue to maintain them. HUD doesn't give us enough money to maintain the units. HUD gives us an opportunity to apply for RAD when we look at redeveloping our PH. We are in the early planning stages. Regardless of what happens, residents are our number one concern. Residents are protected under the Relocation Act. You would be relocated to a comparable unit. We will be working closely with the residents.

Question: Regarding the Forrest Edge evacuation, do the landlords/ apt owners help with relocation or is it the Housing Authority's responsibility? It's a partnership. With Forrest Edge, we have multiple agencies providing services to assist in relocation. Social Services provides hotel vouchers for up to 3 weeks. HACC is helping families find new apartments. The landlord should refund rent and security deposit back. Red Cross was involved, local churches and other local non-profits.

10:20-10:40 HCV (S8) Updates - Review Attachment A

Toni Karter

Because of sequestration: HUD allowed us waiver of 2 policies.

- If you have less than \$5,000 in your bank account, then you don't have to provide bank statements.
- Second waiver, HUD does a study, what is average rent in the market and they come up with Fair Market Rent (FMR). FMR is about 30% below what the market rent is. With a Reasonable Accommodation, payment standards can be adjusted to 110% of FMR. HUD requires a waiver request for anything above 110%.

Online orientation: instead of coming in for an orientation & briefing material, you can access them online.

Remove \$50 minimum rent for Veterans in the VASH program.

ATTACHMENT J

Tenant Based Rental Assistance (TBRA): HACC was awarded \$100,000/year for 2 years. The rental assistance is tied to the Reboot NW participants. To be eligible, you must be a veteran or long-term unemployed and interested in Technology and Manufacturing. Another use of these funds is to allow for rental assistance in a natural disaster situation.

Portability: If you want to port, you can give a 30 day notice. HUD changed some of rules a bit and clients now get assistance from the PHA in identifying the location to mail their voucher if they request that assistance and clients get 30 additional days to search by the receiving PHA and clients also now get automatic

Tolling: a client finds a unit, turns in paperwork, landlord backs out after 10 days, S8 will add 10 days to the number of days you have before your voucher expires.

Cost effective option: if client is given the choice of a month to month lease at a higher cost or a 12 month lease with a monthly discount, then the difference in cost will come out of client's pocket, not HACC, allowing us to help more families.

Prorated family: a prorated family is when not everyone in the household is a citizen. A lot of families in the terrible rental market, are paying 100% of their income in rent. Our policy doesn't prohibit us from approving this. The change in policy will allow us to deny a unit if they will pay more than 80% of their income on rent.

Zero income: the policy change allows HACC to request zero income families to report their income quarterly. We also hope to connect with families better to offer resources in their community and we also have an obligation to seek to reduce fraud.

Add a preference for Veteran's: Social service agencies can also access additional money if we provide a veteran preference.

Adding chronic homeless individual preference: The County has made it a mission to end homelessness and this is our contribution.

Q: Does preference mean you jump ahead of other people in line?

A: Yes, HACC has determined that there are some circumstances where certain folks should receive a preference.

We want our most vulnerable folks housed first (Domestic violence victims, chronically homeless, Veterans etc).

S8 has thirteen (13) preferences. PH has zero (0). We have removed many preferences over the last few years.

HACC used to have about 120 vacancies per year, but those were all filled with preference households. Which meant we were not pulling anyone off the waiting list. With the reduction in preferences we were able to pull nearly 800 names off the wait list and still honor all the preference families with vouchers this year.

Q: Preferences come through a referral agency?

A: Yes. Preference clients come to use through an agency. You cannot self proclaim anything there must be proof of homelessness, veteran status, and domestic violence.

Adding Ch. 18 to Policy Book: Adding policy for TBRA and for the Shelter + Care (S+C) Program. S+C is run similar to S8, but uses the housing first model. HACC has to accept these homeless clients regardless of criminal history.

Removing preference: clients in the S+C program had the option to graduate to a regular S8 voucher, once stable in their housing. We are going to keep clients in the S+C program but remove the option for them to graduate to regular S8 voucher.

Q: Why can't all the money be combined and just go to housing everyone?

A: Great idea, but HUD is very strict about how the money is spent. PH & S8 can't even share office space.

Adding Preference: VASH serves homeless veterans. VASH clients receive services, rent assistance and a case manager.

We only get 46 total VASH vouchers. In order to continue to serve the veterans, once the client was stable, the preference allows the VASH client to graduate to S8. Thereby making room for another homeless disabled veteran to access this valuable VASH voucher resource.

10:40-11:30 Annual Plan Review: Agency Policy Revisions

Elizabeth Miller

There are 2 policy changes

- 1.) Strategy for Addressing Housing Needs (Attachment C)
- 2.) Public Housing Pet Policy and Rich will talk more about that a little bit later.

Attachment C: Strategy for Addressing Housing Needs:

Elizabeth Miller



There are 2 parts to our strategy for addressing housing needs.

- Fair Housing Plan and Chuck will talk more about that later.
- Housing Needs Assessment. HACC is currently conducting a Housing Needs Assessment. We have a PSU Intern who has been working really hard for the past few months gathering data and putting together a draft housing needs assessment. She is about 1 month from completing that draft.

A huge piece of the HNA is the rent study. She put together a list of as many apartments as she could find in Clackamas County, then contacted each one for unit information and rent information. She has info on over 150 apartment complexes in Clackamas County.

That data will then be put on a map by the County's GIS team. This will help us identify where the gaps are, what sort of housing we need to build.

On page 19, you will see some data on our current waiting lists. We have been pulling from our lists at a steady pace.

- In 2015, there were 1,387 households on the section 8 waiting list, now there is only 870
- In 2015, there were 2,722 households on Public Housing WL, now there is less than 2,000

Attachment D: Deconcentration Policy

Chuck Robbins

The intent is that we don't place all of our clients in one area. We are a little bit hamstrung with the parks. Our plan is to develop mixed income housing. Also find ways to limit development of new housing in concentrated areas. Also, potentially mixed income housing. Easton Ridge is a good example. 80% of the 264 units need to be available to 60% area medium income or below. The rest of the 20% is available to any income (market units).

Q: Isn't it cheaper to maintain units when they are all together?

A: Yes, it can be cheaper when they are closer together. Our scattered sites can be more expensive because they are scattered throughout the county instead of in one area.

Annual Plan: New Activities (B.2)

Chuck Robbins

- Mixed Finance Modernization or Development: develop new affordable housing projects. Potentially building new veteran housing project. There is Alcohol & Drug Free housing being built right now, called Town Center Greens (TCG), to be completed in August 2016. The idea is households in recovery will have a place to stay.

Q: When you talk about disabled housing, what about disabled children who are in the household?

A: If they were a veteran then they are eligible. The disabled category includes "veterans"

Q: Is there a plan to build disabled housing?

A: Not in the works, but we are open to all ideas and if the need is there, we are interested.

Q: Why isn't there housing for families with disabled children?

A: Non-profit developer received funds to build veteran housing. That doesn't mean we aren't going to build that sort of housing, it just means there isn't a project in the planning stages.

- Rental Assistance Demonstration (RAD) program: in order to go through the RAD program, we have to demonstrate the need. We have to determine if we can continue to maintain our properties. We completed a Green Physical Needs Assessment (GPNA). The older the projects, the more they will cost to maintain. We will need to invest about 2 million to maintain our units per year. GPNA didn't even consider the upgrades need for the infrastructure. RAD allows us to do a number of things with PH. We can sell PH and take that money to build new housing. PH can't incur debt. Hillside Manor (HM) is tired but structurally sound. Can't incur debt to do the upgrades. RAD



helps you convert PH to Project Based Vouchers. Then you can use the money to modernize HM. Milwaukie has great access to services. We are looking at redeveloping Hillside property.

Development Objectives:

- If we knock down 1 PH unit, we develop 4 times that many. If we sell 200 units, we build 800.
- We want to make sure if there is any new development, funds get distributed to HACC so we can continue to operate in the black.
- Minimize relocation costs. We want to make sure there is a place that you can move to, so the only cost is moving your things.
- We want to make sure your standard of living is improved.
- Increase access to services.
- De-concentrating: Not putting all the housing in one place. Build small projects in various locations around the county.

Q: Is there a plan to convert HM?

A: Yes, we are looking at potentially modernizing HM.

- Project Based Vouchers (PBV) again this year. S8 is tenant based vouchers; PBV is where the voucher stays with unit not the tenant.
- Modernize our units.

Q: last year we talked about Clackamas Heights (CH) redevelopment, what happened to that plan?

A: It takes a long time, and we are still exploring all of our options under RAD. CH wasn't our first choice for redevelopment. Limited in transportation and services. Hillside in more urban areas. Mayor of Milwaukie is excited to redevelop. There is also redevelop going on sound of Hillside Park. If we do any development, we have development objectives.

Q: Has HA considered hiring a part time grant writer?

A: It's tough to find grant money for operations. We are federally funded and have to comply with fair housing.

New Affirmatively Furthering Fair Housing (AFFH) Policy. HUD won't approve our 5-year plan until we comply with the New AFFH.

11:30 – 11:45 Break for Lunch

11:45-12:00 Capital Fund Overview (B.5)

Josh Teigen

First unit vacant and you go through the relocation, asbestos abatement.

We have a 10 unit project going out for bid. That project should get started pretty quickly.

Q: When will the rest of the decks be complete at CH?

A: It depends on how bad the decks are. Maintenance determined which decks were to be replaced.

Next year, 10 unit modernization, \$750,000. 1 CH unit, 1 Oregon City View Manor unit, 6 Scattered Sites; 2 Hillside Park ADA units

Cabinet contract will be out for bid

Q: Who determines maintenance priorities?

A: Maintenance reviews each unit annually and determines if things need to be replaced.

ATTACHMENT J

There are some maintenance issues that need to be addressed.
Insulation issues in the duplex units. It's the age of the buildings.
The issues that we are having is the reason we are looking at the RAD application to demonstrate to HUD that we cannot maintain these units any longer.

Attachment F: 2016 Capital Fund Budget Summary

Q: Does that money sit there? Are we investing?

A: We are awarded a grant every year. We have to obligate 90% of the grant year. We have 4 years to spend the grant in full.

We have to put out a RFP for each contract. We have to accept the lowest bid. Unless there is a reason they didn't include something.

12:00-12:45 Public Housing Updates: Attachment B

Rich Malloy

Public Housing is revising the Lease Agreement. More readable, easier to understand, more user friendly.
There have not been substantial changes to the lease. We will go through the lease agreement and proposed changes.
Lease hasn't been reviewed by legal counsel.

Pet Policy Discussion. 2 pets per house allowed.

Trespass Unit: trespassed person in the unit. We can't charge the tenant. Interestingly, when we got this lease. Section Marijuana is still not ok – recreation or medical.

Q: Where is the trespass clause?

Comment: residents of Public Housing requested clarification on the Pet Policy. A few questions to be answered?

How many pets are allowed?

Does that include Service Animals?

What if you already have 2 pets, can the resident be "grandfathered" in?

We will probably have residents sign the new lease at their annual re-exam.

A lot of what was in the handbook is now in the lease agreement as addendums.

If we do make changes to the lease agreement, there has to be a 60 day notice by mail. We are looking at summer before we include it in the annual recertifications.

12:45-12:50 Annual Plan Timeline

Elizabeth Miller

- ❖ After this meeting, any recommendations will be considered and the Plan will be updated accordingly.
- ❖ Then the New Draft Plan is open for public review for 45 calendar days starting Friday, January 23 and ending March 8th. Comments received during this period will be considered and the plan will be updated accordingly.
- ❖ On March 17, 2016, there will be a Public Hearing on the Plan before the Board of Commissioners
- ❖ On March 31, 2016, we hope to get the Commissioners final approval.
- ❖ On or before April 7, 2016 We will submit the plan to HUD for review
- ❖ The Plan will become effective 7/1/2016

12:50-1pm Questions and Answers

All

Miller, Elizabeth

From: Miller, Elizabeth
Sent: Wednesday, March 09, 2016 11:53 AM
To: 'Tom Cusack'
Subject: RE: Comments on the PHA Annual Plan

Tom –

Thank you for your comments. I will include them as comments in our Annual Plan.

1. The Housing Authority payment standards had to be increased to comply with the Regulatory requirement of being within 90% of FMRs. Due to the current market conditions of a less than 3% vacancy rate in our County and less than .5% vacancy in affordable housing, HACC has already adopted 100% of FMR payment standards for 0, 1, and 2 bedroom and 90% of FMRs for 3 and above bedrooms for the newly published FMR's effective February 1, 2016. At this time, below is the data on rent burden to families, unfortunately the PIC module is “under revisions” for detailing the race and ethnicity of these families:

Rent Burden as a % of Family Adjusted Income

Rent Burden (Tenant-Based Vouchers Only and Excluding Mixed Families)

Public Housing Agency	30(%)	31-35(%)	36-40
OR	51	18	
OR001 - Clackamas	51	15	

2. We have already adopted the streamlined rules and will continue to adopt

Thank you again for your comments,

Elizabeth Miller | Planning and Administrative Services Manager
Housing Authority of Clackamas County
503-655-8279

From: Tom Cusack [mailto:housepdx@gmail.com]
Sent: Tuesday, March 08, 2016 2:33 PM
To: Miller, Elizabeth <EMiller@co.clackamas.or.us>
Subject: Comments on the PHA Annual Plan

Hi, Elizabeth this is Tom Cusack in Lake Oswego. As you may know I write the Oregon Housing Blog.

I have two initial comments on the draft PHA annual plan

1. HUD published revised Portland metro FMR's in the Federal Register in early February 2016.
<https://www.federalregister.gov/articles/2016/02/03/2016-01920/final-fair-market-rents-for-the-housing-choice-voucher-program-and-moderate-rehabilitation-single>

The plan should include a listing of the proposed revised payment standards and a description of any changes in payment standard areas from the prior year.

As part of the process for determining payment standard revisions the admin plan calls the PHA to evaluate cost burdens. I suggest you include in your payment standard process discussion above the % of voucher

households who are paying more than 30% of income for rent. (excluding over housed households), including a breakout by race and ethnicity.

2. HUD has now published in the Federal Register final rules for streamlining of the housing voucher and public housing program. [<https://www.gpo.gov/fdsys/pkg/FR-2016-03-08/pdf/2016-04901.pdf>]
The plan should include a timetable for adoption of the flexibilities permitted by the final rules including, but not limited to, the authority to adopt exception payment standards up to 120% of the FMR as a reasonable accommodation for persons with disabilities.

Thank you ,
Tom Cusack

[Spam](#)
[Not spam](#)
[Forget previous vote](#)

March 31, 2016

Board of Commissioners
Clackamas County

Presentation of
April as Child Abuse Prevention Month

Purpose/Outcomes	Update the Board about the nationally recognized Child Abuse Prevention Month and highlight the collaborative work that is being done by state, county and local non-profits to prevent and address child abuse.
Dollar Amount and Fiscal Impact	No fiscal impact to the County – the intent is to educate and invite the community to take action in their communities to make them healthy places where children grow and thrive.
Funding Source	N/A
Duration	The month of April is dedicated to Child Abuse, but programming occurs throughout the year.
Previous Board Action	The Board has been very supportive of promoting Child Abuse Prevention Month and highlighting programs that serve these vulnerable children.
Strategic Plan Alignment	Individuals and families in need are healthy and safe Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook, Director for Children, Youth & Families Division 503-650-5677
Contract No.	N/A

BACKGROUND:

Preventing child abuse and neglect is a community responsibility that depends on involvement from people throughout the community. According to the most recent Department of Human Services Child Welfare data statistics for Clackamas County (2014):

- There were a total of 2052 assessments of child abuse/neglect in Clackamas County, with a total of 458 founded cases,
- A total of 706 children under the age of 18 years were in foster care at least once during the year.

Whether suffering neglect, harsh physical punishment, threat of harm, sexual abuse, or psychological trauma, the children who survive carry the scars of their abuse for the rest of their lives. Research shows that child abuse and neglect not only directly harm children, but also increase the likelihood of risky behaviors as they get older, including criminal activities, substance abuse, academic failure, and health problems such as heart disease and obesity.

We know that child maltreatment most often occurs when people find themselves in stressful situations, without community resources, or knowledge of how to cope. The majority of child abuse cases stemmed from situations and conditions that are preventable when community programs and systems are engaged and supportive. Services that promote parental knowledge and support of early childhood

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development, and provide maternal mental health, for instance, are more likely to foster nurturing families and healthy children.

We would like to recognize effective child abuse prevention programs in our community that have partnered together to create a continuum of services that support the county's goal of ensuring safe, healthy and secure communities. Successful programs and initiatives in Clackamas County include:

- Clackamas Branch – Oregon Child Protective Services
- Healthy Families of Clackamas County, which is a home visitation program for high risk new parents.
- The Children's Center, which conducts medical assessments of children who are suspected victims of abuse or neglect.
- Family Stepping Stones Relief Nursery
- The Clackamas Parenting Together resource web-page.
- Safety First – Supervised Visitation
- A Safe Place Family Justice Center
- The Clackamas County Multi-Disciplinary Team which includes representatives from the Sheriff's Office, District Attorney, Victim Assistance, Oregon Department of Human Services and other County agencies.
- Clackamas County Sheriff's Office Child Abuse and Domestic Violence Summit.
- Children of Incarcerated Parents program

We call upon all Clackamas County citizens to observe Child Abuse Prevention month and every day and commit to working together to keep our children safe, and take action in our own communities to make them healthy places for children to grow and thrive.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services



M. BARBARA CARTMILL
DIRECTOR

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

March 31, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

First Reading of an Ordinance Ratifying an Intergovernmental Agreement Creating the Oregon Association of County Engineers and Surveyors

Purpose/Outcomes	Ordinance to ratify an IGA between Oregon counties to create a formal governmental entity known as the Oregon Association of County Engineers and Surveyors
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	The duration of the IGA is perpetual, subject to termination conditions.
Previous Board Action	N/A
Strategic Plan Alignment	1. Build Public Trust Through Good Government. 2. Build a Strong Infrastructure.
Contact Person	Mike Bezner, 503-742-4651

BACKGROUND:

Clackamas County currently belongs to an organization known as the Oregon Association of County Engineers and Surveyors (OACES), which is an informal affiliate of the Association of Oregon Counties (AOC). The purpose of the OACES is to promote public works activities, including the construction and maintenance of roads and appurtenances to recognized engineering standards in the counties; to promote the professional application of land surveying; to promote the ethical practices of the professions; and, by the exchange of ideas, give all counties in Oregon the advantages of these professions in all phases of county services.

While AOC currently manages the assets of OACES, the membership decided recently that it would be appropriate to set up a formal entity to manage assets and to assist with carrying out the purpose and mission of the organization.

ORS 190 allows units of local government to create an intergovernmental entity by way of intergovernmental agreement. Formation of this intergovernmental entity will formalize the status of OACES as a legal entity and enable the organization to better fulfill its purpose and mission.

The intergovernmental agreement that will be used to form the entity is attached. ORS 190.085(1) requires that each party to the intergovernmental agreement shall enact an ordinance ratifying the creation of the intergovernmental entity prior to the effective date of the intergovernmental agreement.

RECOMMENDATION:

Staff recommends the Board hold this public hearing and schedule a second reading of the ordinance on April 14, 2016.

Respectfully submitted,

Mike Bezner
Assistant Director
Department of Transportation and Development

Attachments:
Proposed Ordinance
Intergovernmental Agreement

ORDINANCE NO. _____

**Ordinance Ratifying Intergovernmental Agreement Creating the
Oregon Association of County Engineers and Surveyors**

WHEREAS the Oregon Association of County Engineers and Surveyors (OACES) has existed as an informal association and affiliate of the Association of Oregon Counties (AOC), a governmental entity created in 1906 by intergovernmental agreement of Oregon's counties; and

WHEREAS the purpose of OACES is to promote public works activities, including the construction and maintenance of roads and appurtenances to recognized engineering standards in the counties; to promote the professional application of land surveying; to promote the ethical practices of the professions; and, by the exchange of ideas, give all counties in Oregon the advantages of these professions in all phases of county services; and

WHEREAS AOC manages the assets of OACES and assists OACES in carrying out and fulfilling their mission; and

WHEREAS OACES has accumulated financial assets such that it is desirable for OACES to have its own legal identity, and yet continue to have AOC manage their assets and assist with carrying out and fulfilling their mission; therefore, in accordance with ORS 190.085,

The Board of Commissioners of Clackamas County ordains as follows:

(1) It is the intent of this governing body to create a governmental entity by intergovernmental agreement known as the Oregon Association of County Engineers and Surveyors (hereafter "OACES").

(2) The effective date of this intergovernmental agreement is July 1, 2016.

(3) The purpose of OACES is to promote public works activities, including the construction and maintenance of roads and appurtenances to recognized engineering standards in the counties; to promote the professional application of land surveying; to promote the ethical practices of the professions; and, by the exchange of ideas, give all counties in Oregon the advantages of these professions in all phases of county services.

(4) The powers, duties and functions of OACES are to facilitate and conduct meetings and conferences related to county public works and surveyor activities, including promoting best practices in county public works, the professional application of land surveying, and the ethical practices of those professions.

(5) A copy of this ordinance shall be sent to OACES and the Association of Oregon Counties (AOC), a governmental entity created in 1906 by intergovernmental agreement of Oregon's counties. An intergovernmental agreement creating OACES is being executed concurrently with this ordinance. Not later than 30 days after the effective date of the intergovernmental agreement creating OACES, AOC shall file with the Secretary of State a copy of this ordinance and the intergovernmental agreement, together with a statement containing the name of OACES, the parties to the agreement, the purpose of the agreement and the effective date of the agreement.

ADOPTED this _____ day of _____, _____.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



March 31, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

REQUEST FOR AN EXEMPTION AND AUTHORIZATION TO USE THE REQUEST FOR PROPOSALS METHOD TO OBTAIN CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) SERVICES FOR THE KELLOGG CREEK WATER POLLUTION CONTROL PLANT IMPROVEMENTS PROJECT FOR CLACKAMAS COUNTY SERVICE DISTRICT NO.1

In order to use the Request for Proposals method to solicit for Public Improvement projects, the Board, acting as the Local Contract Review Board for and governing body of Clackamas County Service District No.1., must approve findings of fact ("Proposed Findings") that justify the granting of an exemption from competitive bidding requirements.

The Local Contract Review Board Rule C049-0620, ORS 279C.335 and the Attorney Generals Model Rules require the following process for exemptions of this nature:

1. Before final adoption of the Proposed Findings exempting a contract for a public improvement from the requirement of competitive bidding, a public agency shall hold a public hearing. Notification of the public hearing shall be published in at least one trade newspaper of general statewide circulation a minimum of 14 days prior to the hearing.
2. The notice shall state that the public hearing is for the purpose of taking comments on the agency's draft findings for an exemption from the competitive bidding requirement. At the time of the notice, copies of the draft findings shall be made available to the public. At the option of the public agency the notice may describe the process by which the Proposed Findings are finally adopted and may indicate the opportunity for public comment.
3. At the public hearing the agency shall offer an opportunity for any interested party to appear and present comment.

To meet these requirements these Proposed Findings are being presented to the Board for the exemption from the competitive bidding requirement.

The Purchasing Manager caused an advertisement to be placed in the Daily Journal of Commerce on **March 14, 2016** notifying interested parties of the Proposed Findings. The advertisement states that the proposed findings are available at the Office of the Purchasing Manager and that a Public Hearing will be held on **March 31, 2016**. This meeting will be the last opportunity for receiving comments. If no comments are received that result in a revision of the Proposed Findings the Board of Commissioners may, at its discretion, adopt these Proposed Findings at the public hearing.

PROPOSED FINDINGS:

A. Nature of the Project:

The Clackamas County Board of Commissioners, acting as the governing board for Clackamas County Service District No. 1, approved an agreement between Clackamas County Service District No. 1 and the City of Milwaukie for long-term wastewater treatment provided by the continued operation of the Kellogg Creek Wastewater Pollution Control Plant (“KCWPCP”). The District needs to refurbish the plant and has identified the following improvements to provide for reliability of the treatment system, while being a good neighbor:

- Yard utility replacements
- Secondary sludge pump station improvements
- Peak wet weather flow management
- Secondary process blower replacement
- Site power and backup power system improvements
- Influent pump station improvements
- Primary sludge pump replacement
- Waste activated sludge thickening improvements
- Plant water pump replacement
- Aeration basin zone covers and associated odor control improvements

Each of these improvements needs to be sequenced and coordinated to ensure the continued functionality of the KCWPCP during construction. Due to the need to seamlessly coordinate the multiple and complex facets of the work, the District is proposing to utilize the CM/GC method to obtain construction services to deliver the project.

B. Estimated Cost of the Project:

The current construction budget is estimated to be 15 million dollars.

C. Narrative Description of Findings for Exemption to use the Request for Proposals Method to Obtain CM/GC Construction Services:

Under the traditional design-bid-build method, the design firm must fully complete construction plans and specifications before a single construction contract can be advertised, bid and awarded. Many additional months are required before construction can begin. Alternatively, the District can fast track the construction under several separate construction contracts; however, the District would be separately responsible for each of the contracts.

Public agencies have become increasingly vulnerable to costly claims, delays and litigation when disputes erupt between separate contractors on the same site.

A CM/GC contract is an alternative form of procurement that results in a contract with a construction manager/general contractor who undertakes project team involvement with design development; provides constructability reviews; provides value engineering; scheduling; estimating; and sub-contracting services; establishes a “Guaranteed Maximum Price” (“GMP”) to complete the work as may be allowed under the contract; coordinates and manages the building process; provides general contractor expertise; and acts as a member of the project team along with District staff, project engineers, and other consultants.

The GMP is the total maximum price that will be paid by the District for construction of the project. The GMP includes all reimbursable costs and fees for completion of the work as defined by the contract, except for material changes in the scope of work. Therefore, the use of a GMP limits the number and type of change orders that a contractor may seek during the construction of the project.

Important advantages of the CM/GC approach for this project are that the process ensures the proposed project can be constructed within a specific budget and on as rapid a schedule as possible. These factors are of particular importance with regard to the project for several reasons:

1. The CM/GC approach will provide for an accelerated project timeline that will allow for coordination of all elements of the project. The accelerated project delivery will also minimize the impact of inflation on the overall cost of the project.
2. The selection of construction methods and sequencing will benefit significantly by involving a single entity for both management and construction of the site improvements. The CM/GC approach provides the District with many alternative approaches to the project. Therefore, it is less likely that an optimal solution will be overlooked due to time and resource constraints.
3. Project costs may be lower because of the close working relationship between the designer and constructor. This may lead to incorporation of more economical design features and the application of cost-saving construction methods.
4. Project may proceed more efficiently because designers and constructors are members of the same team thereby fostering a cooperative exchange of ideas. This dynamic will allow for design efficiencies to be woven into the construction process and allow for resolution of design issues that arise during construction.
5. The District gains the opportunity to fix the total project cost early in the process cooperatively with the CM/GC team.
6. The District’s administrative burden for the project is reduced by conducting one solicitation for the project, as opposed to conducting multiple solicitations for a design/ bid/ build approach. Having a single source of responsibility for construction of a facility in accordance with a performance-based specification helps ensure that the facility will perform as specified by the District.
7. One of the highest potential areas for claims filed by subcontractors, or excessive bid costs involves issues related to perceived schedule difficulties, delays and disruptions in the workflow. This type of project is especially prone to such problems if not continually and carefully supervised.

Construction expertise and considerations for constructability are incorporated into the project because the CM/GC is working closely with the design team and the County. Resolution of construction conflicts or deficiencies is the responsibility of the CM/GC entity, not the District.

8. The District has previous experience utilizing the CMGC process. The most recent projects include the Tri City Plant projects in 2008 and 2009. Additionally the Procurement Division and County Counsel have utilized the CMGC process for multiple projects over the past 10 years. Further, the engineering firm retained by the District has a history of success in delivering CMGC projects.

D. Proposed Alternative Contracting and Purchasing Practices:

1. The District desires to select the CM/GC firm using the following competitive process:
 - a. Publicly advertise a Request for Proposal.
 - b. The contractor will be selected through an evaluation process that will consider qualifications, construction team experience, both the technical proposal and the fee proposal.

Evaluation and Selection Criteria:

1. Firm Background	Points: 0 - 5
2. Firm Experience and Success	Points: 0 – 15
3. Key Staff Experience	Points: 0 – 15
4. Project Understanding	Points: 0 – 10
5. Pre-Construction Services Approach	Points: 0 - 15
6. Project Delivery Services	Points: 0 – 15
7. Firm Safety Record	Points: 0 – 5
8. Management Fee Percentage	Points: 0 – 20

- c. The submitted proposals will be reviewed and scored by the Selection Committee. Points will be awarded based on the relative merit of the information provided in response to the solicitation. The highest rated response in each area will be given the highest number of points available. The District may ask proposers to make oral presentations to discuss and clarify the submitted proposal.
- d. The Selection Committee through the Procurement Division will provide a recommendation to the Board of Commissioners for their consideration.

E. Statutory Tests

1. Background:

ORS 279C.335 requires that the Local Contract Review Board make certain findings as a part of authorizing the use of an Alternative Contracting Method. The District desires to use a Request for Proposals solicitation method to select a CM/GC contractor for this project. The District's Request for Proposals approach has been designed to fully comply with the tests of Oregon Public Contracts Statute ORS 279C.335 and the Attorney General Model Rule for alternative contracting methods, including the following:

- a.** It is unlikely that the exemption will encourage favoritism in the awarding of public improvement contracts or substantially diminish competition for public improvement contracts; and,
- b.** The awarding of public improvement contract under the exemption will result in a substantial cost savings to the contracting agency or the public.

2. Test:

a. Maximizing Competition:

The District will employ a competitive Request for Proposals process for selecting the CM/GC, where the cost of services (along with other factors) is one element of the selection criteria.

Additionally, the CM/GC must publicly advertise at least five (5) days in advance in publications of record and the CM/GC must make a good faith effort to obtain at least three (3) proposals for most sub contracts. The CM/GC must award the work of each such subcontract to the responsible proposer submitting the lowest most advantageous proposal.

b. Minimizing Favoritism:

An objective selection criteria and a formal selection process will be used to select the CM/GC.

Additionally, the CM/GC must make a good faith effort to obtain at least three competitive proposals for each particular work sub-component to be completed, including work components which the CM/GC may be interested in self-performing. The District may allow the CM/GC to perform some of the trade work if the CM/GC engages in the same competitive process with trade subcontractors for that work. In such cases, proposals will be submitted to the District for evaluation.

When there are single fabricators of materials, special packaging requirements for subcontractor work, or work to be performed by the CMGC, advance approval by the District's representative is required.

c. **Substantial Cost Savings:**

1. **Fast Track Project:** The project will be able to be completed more rapidly, thereby minimizing inflationary impact to the District. The fast track process will allow for certain elements of construction to proceed in step with the design process.

2. **Value Engineering:** The CM/GC will work along with the District and District's Design Consultant recommending cost savings alternatives as the design evolves.

3. **Constructability:** The CM/GC will provide recommendations to the District and District's Design Consultant to be incorporated into the design for simplifying and reducing the cost of construction.

4. **Document Reviews:** The CM/GC will regularly review construction documents as they evolve, recommending clarifications and corrections which will reduce vulnerability to contractor change orders, disputes and claims during construction.

5. **Labor Impact Issues:** Involvement of the CM/GC during the design and construction will include analysis of the local labor market and recommendations to the District team for the selection of materials and systems least vulnerable to cost premium as the result of labor shortages.

6. **Cost Estimating:** The CM/GC will provide detailed cost estimates at each design milestone, which along with the District's estimates will make it possible for the District to make decisions, fully informed of cost implications, in the selection of the least expensive alternatives.

7. **Reduced Change Order Exposure:** The CM/GC has direct control of the construction at a fixed GMP, thereby reducing exposure to change order costs.

8. **Phased Construction:** Phased construction opportunities, which result from the CM/GC method of construction, can result in opportunities for significant cost savings:

a. Earlier start of construction reduces the impact of inflation on project funds.

b. Early purchase of long-lead items allows for better competitive pricing and lower prices.

c. Phased construction results in faster overall construction schedules, thus reducing CM/GC and subcontractor overhead and creating other opportunities for efficiencies.

d. Each of the improvements needs to be sequenced and coordinated to ensure the continued functionality of the KCWPCP during construction. The ability to seamlessly coordinate the multiple and complex facets of the work will minimize potential impacts to the ongoing operation of the plant.

9. 100% Performance Bond: Requirements for a 100% performance and 100% payment bonds protect the District in the event of contractor default. The CM/GC will be responsible for the performance of the subcontractors during construction.

10. Guaranteed Maximum Price: The CM/GC will guarantee the final cost of the project, including change orders within the CM/GC's control, protecting the District from cost overruns.

11. Improved Teamwork: The CM/GC process provides for improved teamwork between the District, District Design Consultant, and Contractor by minimizing adversarial relationships, resulting in savings from disputes and claims.

These findings and the supporting Request for Proposal solicitation documents have been reviewed and approved by County Counsel.

RECOMMENDATION: Staff respectfully recommends that the Board, acting as the Local Contract Review Board for and governing body of Clackamas County Service District No. 1, considers the comments received from the public on the proposed findings and direct staff to revise the findings, if necessary. If no revisions are to be made, staff recommends that the Board adopt the findings and grant the requested exemption.

Respectfully submitted,

Lane Miller,
Procurement Director

As set forth above, the Board of County Commissioners, acting as the Local Contract Review Board for and governing body of Clackamas County Service District No. 1, by their signature below approves the proposed alternative contracting process and the Findings and Exemption from competitive bidding for the Kellogg Creek Water Pollution Control Plant Improvements Project.

CLACKAMAS COUNTY BOARD OF
COUNTY COMMISSIONERS on behalf of
CLACKAMAS COUNTY SERVICE
DISTRICT NO. 1 by:

Chair

Recording Secretary

Date

Approved as to Form:

County Counsel

March 31, 2016

Board of Commissioners
Clackamas County

Members of the Board:

Approval to Apply for a Two Year Grant from the Administration for Community Living to Empower Older Adults through Chronic Disease Self-Management Education

Purpose/Outcomes	Increase the number of offerings of Chronic Disease Self- Management Education classes, increase the number of minority and rural participants, and secure new funding streams to support these interventions past the two year timeframe of the grant.
Dollar Amount and Fiscal Impact	The maximum grant award is \$900,000 over two years.
Funding Source	Federal Administration for Community Living
Duration	24 months beginning with grant award, expected in early summer 2016
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	n/a

The Social Services Division of the Health, Housing, and Human Services Department requests approval to apply for Federal grant funds from the Administration for Community Living (ACL) that will allow for an expansion of three evidenced based program that help older adults and adults with disabilities better manage their chronic conditions; Living Well with Chronic Conditions, Diabetes Prevention Program, and PEARLS (a program that helps seniors manage their depression).

If awarded, Clackamas County Social Services will be the fiscal agent and play a lead role in developing a four-county regional network that will expand offerings of the identified chronic disease interventions and perform targeted outreach to geographic regions, and specific sub-populations, that don't currently have ready access to these programs. The project will also work closely with one or more Coordinated Care Organizations (CCO) to establish rates and billing methods so that the CCOs will financially support these programs by paying for interventions accessed by their members. The region includes Clackamas, Columbia, Washington and Multnomah Counties.

The programs that have been selected for this project are evidenced based and have shown efficacy in improving health outcomes and lowering healthcare costs. The evidence shows that by empowering participants to better self-manage their chronic conditions emergency room and hospital expenditures are reduced and participants have better health outcomes and a higher quality of life as well as reduced out-of-pocket medical expenses.

RECOMMENDATION:

We recommend the approval to apply for this grant and further recommend the acceptance of the award if funded, and that Richard Swift be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

March 31, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Agency Service Contract with Clackamas County Children’s Commission
Healthy Families Program for Medicaid Administrative Claim Reimbursement

Purpose/Outcomes	Funding is reimbursement for Medicaid administrative activities in connection with the delivery of Healthy Families services. Activities improve health services access and availability of children and family participants of Healthy Families who are eligible for medical assistance under Medicaid.
Dollar Amount and Fiscal Impact	\$50,550.76 for Medicaid Administrative Claim earnings of the Healthy Families program from July 1, 2015 – December 31, 2015. No county general funds are involved.
Funding Source	Oregon Department of Education Early Learning Division
Duration	Effective as of signature
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Individuals and families in need are healthy and safe • Ensure safe, healthy, and secure communities
Contact Person	Rodney Cook, 503-650-5677
Contract No.	CYF – 7608

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an agency service contract with Clackamas County Children’s Commission – Healthy Families program for Medicaid reimbursement funds. Medicaid reimbursement is earned as a result administrative activities that support the State Medicaid Plan. These activities include outreach to Healthy Families participants to inform them about health services and benefits, case planning, referral, wellness activities, and other preventive health care services.

This contract is retroactive to July 1 because the funder, Oregon Department of Education, conducted random time studies during quarters 1 and 2 and issued the funding after those periods. This agreement has been reviewed and approved by County Counsel. No County General funds are involved.

RECOMMENDATION:

Staff recommends the Board approval of this contact and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

March 31, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Agency Service Contract with Todos Juntos for
Kindergarten Readiness Support Services

Purpose/Outcomes	There will be two outcomes resulting from this funding: 1) Provision of Early Childhood PreventNet services to River Mill Elementary School and 2) Kindergarten transition supports to preschool children (ages 3-5 years) in Estacada and Sandy
Dollar Amount and Fiscal Impact	\$68,200 No County General Funds are involved.
Funding Source	Oregon Department of Education-Early Learning Division
Duration	Agency Service Contract ends December 31, 2016
Previous Board Action	N/A
Strategic Plan Alignment	Individuals and families in need are healthy and safe Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook 503-650-5677
Contract No.	CYF 7598

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests approval of an Agency Service Contract with Todos Juntos to provide Early Childhood PreventNet core services to 15 Estacada underserved children (ages 3-6) to ensure a positive transition into kindergarten and provide after school literacy support to an additional 30 kindergarteners. Both in Estacada and Sandy, these funds will also provide summer kindergarten transition activities to 98 additional children and their parents through Jump Start, Playgroups in the Park and family engagement activities. Activities will focus on assisting children in increasing their self regulation skills and their understanding of how to follow school routines, communicate with others, etc. There will also be a parent component that will focus on supporting parents in assisting their children in learning, connecting parent's to their child's kindergarten staff, and helping them develop a greater understanding of how the school can support them. This program will also be linked to other Early Learning Hub funded programming including family resource coordinators, resource referral services including BabyLink, 211info, and local elementary schools kindergarten transition events.

RECOMMENDATION:

Staff recommends the Board approval of this Agency Service Contract and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

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Contract Number CYF 7598

**CLACKAMAS COUNTY
AGENCY SERVICES CONTRACT**

This Contract is between Clackamas County, acting by and through its Health, Housing and Human Services Department, Children , Youth & Families Division, hereinafter called “COUNTY,” and

Todos Juntos

3704 Scenic Drive

Salem, Oregon 97302

Telephone: (503) 544-1513

E-mail address: Eric Johnston [ejtodosjuntos@comcast.net] hereinafter referred to as “AGENCY.”

Work to be performed under this Contract relates principally to the COUNTY

Children, Youth & Families Division (COUNTY)

2051 Kaen Road

Oregon City, Oregon 97045

Contract Administrator: Korene Mather or delegate

Telephone: 503-650-5683

E-mail address: Korenemat@clackamas.us

I. SCOPE OF SERVICES

- A. AGENCY agrees to accomplish the following work under this Contract provided in: Exhibit: A - Part 1 Statement of Work, Exhibit: D Program Requirements and Exhibit: F Work Plan.
- B. Term. This Contract retroactively covers activities beginning March 1, 2016 through December 31, 2016 and becomes effective when signed by all necessary parties.

II. COMPENSATION AND RECORDS

- A. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section I as follows:

On a cost reimbursement basis as described in Exhibit F, attached hereto. Up to a maximum compensation of \$68,200.

AGENCY will not be paid for work performed prior to obtaining the necessary COUNTY approvals.

- B. Method of Payment. To receive payment, the AGENCY shall submit invoices as provided for in Exhibit: A – Part 2.
- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this Contract and all other pending matters are closed.
- D. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the AGENCY which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, and transcripts.

If an audit discloses that payments to the AGENCY were in excess of the amount to which the AGENCY was entitled, then the AGENCY shall immediately repay the amount of the excess to the COUNTY.

III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations. The AGENCY shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Contract.
- B. Conflict of Terms. When a requirement is listed both in the main boilerplate of the Contract and in an Exhibit, the Exhibit shall take precedence.
- C. Special Federal Requirements – The AGENCY shall comply with Common rule that restricts lobbying (Volume 55, NO38 of Fed. Register, Feb. 1990).

- D. AGENCY shall not enter into any subcontracts for any of the work scheduled under this Contract without obtaining prior written approval from the COUNTY.
- E. AGENCY certifies that it is an independent AGENCY and not an employee or agent of the COUNTY, State, or Federal government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the AGENCY.

IV. GENERAL CONDITIONS

- A. Indemnity. The AGENCY agrees to indemnify, hold harmless and defend the COUNTY and State of Oregon, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the AGENCY or the AGENCY's employees or agents.
- B. Insurance. During the term of this Contract AGENCY shall maintain in force at its own expense, each insurance as provided for in Exhibit B - Insurance Requirements
- C. Amendments. The terms of this Contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by AGENCY and COUNTY.
- D. Termination. This Contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice, in writing and delivered by certified mail or in person.

The COUNTY may terminate this Contract effective upon delivery of written notice to the AGENCY, or at such later date as may be established by the COUNTY, under any of the following conditions:

1. If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding authorized by this Contract.
3. If any license or certificate required by law or regulation to be held by the AGENCY to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
4. If AGENCY fails to provide services or reports called for by this Contract within the time specified herein or any extension thereof.

5. If AGENCY fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the COUNTY, fails to correct such failures within 10 days or such longer period as the COUNTY may authorize.

Any such termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- E. Oregon Public Contracting Provisions and Constitutional Limitations. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.335, and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:

1. AGENCY shall:

- (a) Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this Contract.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from such AGENCY or subcontractor incurred in the performance of this 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 to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay: (a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

In the case of contracts for personal services as defined in ORS 279A.055, employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded

under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.

4. AGENCY shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury, to the employees of AGENCY, of all sums which AGENCY collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
 5. Agency, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. Agency shall maintain employer liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
 6. 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.
- F. AGENCY shall comply with Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964. The AGENCY will not discriminate against any employee or applicant for employment because of race, color, or national origin. The AGENCY will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified.
- G. Future Support. The COUNTY makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this Contract.
- H. Ownership of Work Product. All work products of the AGENCY which result from this Contract are the exclusive property of the COUNTY.
- I. Integration. This Contract contains the entire agreement between the COUNTY and the AGENCY and supersedes all prior written or oral discussions or agreements.
- J. Tax Laws. The AGENCY shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work under this Contract. AGENCY 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 AGENCY'S warranty in this Contract that AGENCY 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:

1. Termination of this Contract, in whole or in part;
2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to AGENCY, in an amount equal to COUNTY'S setoff right, without penalty; and
3. 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 AGENCY'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.

- K. The AGENCY 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:
1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 2. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, to AGENCY'S property, operations, receipts, or income, or to AGENCY'S performance of or compensation for any work performed by AGENCY;
 3. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, or to goods, services, or property, whether tangible or intangible, provided by AGENCY; and
 4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

[Signature Page Follows]

This Contract consists of four sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit A: Part 1 - Statement of Work
- Exhibit A: Part 2 - Payment and Financial Reporting
- Exhibit A: Part 3 – Special Terms and Conditions
- Exhibit B: Insurance Requirements
- Exhibit C: Required Federal Terms and Conditions
- Exhibit D: Part 1 – Great Start Program Requirements
- Exhibit D: Part 2 – Family Support Services Program Requirements
- Exhibit D: Part 3 – Kindergarten Partnership and Innovation Program Requirements
- Exhibit D: Part 4 – School Readiness Program Requirements
- Exhibit D: Part 5 – Healthy, Stable and Attached Program Requirements
- Exhibit E: Budget
- Exhibit F: Work Plan

EACH PARTY, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By

Name (Typed)

Executive Director
Title

Date

Street Address

City/Zip

Phone Number

TIN, FIN or S.S.#

CLACKAMAS COUNTY

Commissioner John Ludlow, Chair
Commissioner Jim Bernard
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Tootie Smith

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Services

Date

Rodney A. Cook, Director
Children, Youth & Families Division

Date

March 31, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the North Clackamas School District and the Housing and Community Development Division for the Wichita Center Improvements Project

Purpose/ Outcome	The Agreement will allow for the Housing and Community Development Division to work with the North Clackamas School District and their hired architect to redesign the front access to the Wichita Center to improve accessibility. The improvements will be a new concrete ADA ramp, walkway to the main facility entry along S.E. King Road, as well as a new pedestrian solar powered crosswalk with a center island and curbs in the center of S.E. King Road.
Dollar Amount and Fiscal Impact	Community Development Block Grant Funds in the amount of \$110,000. The North Clackamas School District will provide an estimated \$22,000 dollars for the project. No County General Funds will be used for this project.
Funding Source	U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) funds.
Duration	April to July 2016
Previous Board Action/ Review	CDBG Action Plan approved April 30, 2015
Strategic Plan Alignment	Provide sustainable and affordable housing. Ensure safe, healthy and sure communities.
Contact Person	Steve Kelly – Housing and Community Development: 503-650-5665
Contract No.	H3S 7615

BACKGROUND: The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of this Intergovernmental Agreement with the North Clackamas School District for the Wichita Center Improvements Project. The Agreement determines the roles of the North Clackamas School District and the County regarding contract administration, project management as well as the duties of the hired architect during project construction. The Agreement was reviewed and approved by County Counsel on February 4, 2016.

RECOMMENDATION: We recommend the approval of this Agreement and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Richard Swift, Director
Health, Housing Human Services

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY DEPARTMENT OF
HEALTH, HOUSING AND HUMAN RESOURCES,
HOUSING AND COMMUNITY DEVELOPMENT DIVISION
AND
THE NORTH CLACKAMAS SCHOOL DISTRICT

I. Purpose

- A. This Intergovernmental Agreement (this "Agreement") is entered into between Clackamas County, acting by and through its Housing and Community Development Division ("COUNTY") and the North Clackamas School District ("NCSD") for the cooperation of units of local government under the authority of ORS 190.010.
- B. This Agreement provides for the design and construction of a new ADA Ramp at the Wichita Center located at 6031 S.E. King Road, in Milwaukie, as well as a new Crosswalk at the corner of S.E. King Road and S.E. Wichita Avenue. These improvements are herein referred to as the "PROJECT."
- C. The COUNTY has determined that the PROJECT is made up of two components. First component being the new ADA Ramp at the front King Road entrance, which is the South side of the Wichita Center. Second component is the new Crosswalk that will cross S.E. King Road near S.E. Wichita Avenue. The new Crosswalk will be added to assist low-to-moderate income families to egress the Wichita Center safely near S.E. Wichita Avenue, as for King Road is a heavy vehicular road in Milwaukie. Therefore, the COUNTY qualifies this PROJECT eligible for Community Development Block Grant ("CDBG") funds as a Low-Mod Clientele Benefit Activity because the targeted PROJECT directly serves low-to-moderate income families at the Wichita Center. The COUNTY will collect clientele information as attached as ATTACHMENT A.

II. Scope of Responsibilities

- A. Under this Agreement, the responsibilities of the NCSD shall be as follows:
 - 1. The NCSD shall provide all necessary supervisory and administrative support to assist the COUNTY with the completion of the PROJECT.

2. The NCSD shall obtain any easements or approvals necessary to allow access onto private property through the course of the PROJECT. Acquisition of any easement shall be obtained pursuant to the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (“URA”). If assistance is needed for URA guidance, the COUNTY has a Right-Of-Way Acquisition Specialist.
3. The NCSD shall provide Engineering services internally or externally for the design and construction oversight of the PROJECT. Such services shall be provided at no cost to the COUNTY. The NCSD shall assume responsibility for ensuring the following:
 - a. The NCSD shall hire a registered professional Engineer (herein after referred to as Engineer) to prepare all plans and specifications necessary to publicly bid the PROJECT for award to a construction contractor (herein after referred to as Contractor) and provide construction oversight including staking and surveying of the PROJECT. The Engineer firm may donate staff time as well as donate materials for the PROJECT.
 - b. The NCSD shall require the Engineer to maintain comprehensive general (including contractual liability) and automobile liability insurance for personal injury and property damage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to Engineer's or any of Engineer's subcontractor's performance of this Agreement under the following provisions listed in the matrix below.

Minimum Insurance Requirements for Contracts with Government, Architect or Engineer:

Reason for Contract:	Commercial General Liability:	Automobile Liability Commercial:	Professional Liability:
Consulting Services/ Professional	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000
Design Services	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000
Engineers	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000
Professional Services	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000

- c. The Engineer shall endeavor to use good faith in order to maintain in force such coverage for not less than three (3) years following completion of the PROJECT. The NCSD shall require the Engineer to include the COUNTY as an additional insured and refer to and support the Engineer's obligation to hold harmless the COUNTY, its officers, commissioners and employees. Such insurance shall provide 30 days written notice to the COUNTY in the event of cancellation, non-renewal, or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. The insurance company will provide written notice to the COUNTY within thirty (30) days after any reduction on the general annual aggregate limit.

- d. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the Engineer's insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract 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.

- e. The NCSD shall require the Engineer to furnish the COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence / \$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its

officers, commissioners 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 contract. The COUNTY, at its option, may require a complete copy of the above policy.

- f. The insurance, other than the professional liability insurance, shall include the COUNTY as an expressly scheduled additional insured. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance with respect to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.
- g. The NCSD shall ensure that the Responsibilities of the Engineer include, but not be limited to, the following:
 - (i) During construction, the Engineer shall endeavor to guard the COUNTY against apparent defects and deficiencies in the permanent work constructed by the Contractor.
 - (ii) All reports and recommendations concerning construction shall be submitted to the COUNTY for their approval. The COUNTY agrees that no decisions affecting construction shall be made without NCSD approval.
 - (iii) In the event modifications to the construction contract, which result in an increase in the contract amount, are made without the prior approval of the COUNTY, NCSD shall be solely responsible for these modifications.
 - (iv) Notify the County Surveyor of the PROJECT and provide NCSD, design Engineer, surveyor and contractor contacts.
 - (v) File a "Pre-Construction Record of Survey" with the County Surveyor prior to the PROJECT final award of the construction contract in order to identify and preserve the locations of survey monuments that may be disturbed or removed during the construction as described in ORS 209.150.
 - (vi) File a "Post-Construction Record of Survey" with the County Surveyor after the construction PROJECT is

completed. The Engineer is responsible to replace any property corner monuments that were disturbed or removed during construction as described in ORS 209.150.

4. The NCS D shall operate and maintain the improvements for public purposes for their useful life subject to the limitations on the expenditure of funds by the NCS D as provided by Oregon Statute.
 5. The NCS D shall complete and submit a Performance Measures Report following completion of the PROJECT, attached as ATTACHMENT A and incorporated by reference.
 6. The NCS D shall complete and submit a Matching Funds Report following completion of the PROJECT, attached as ATTACHMENT B and incorporated by reference.
 7. Upon completion of the PROJECT, the NCS D:
 - a. Agrees to accept the improvements and take ownership, including responsibility for any claims against the PROJECT from that point forward; and
 - b. Agrees to become the successor of the PROJECT construction contract and assume all of the corresponding rights and responsibilities.
 8. The NCS D agrees to maintain ownership of the property for the life of the PROJECT.
- B. Under this Agreement, the responsibilities of the COUNTY will be as follows:
1. The COUNTY will appropriately bid and contract for construction of the PROJECT and with the advice of the NCS D, will approve changes, modifications, or amendments as necessary to serve the public interest.
 2. In such contracts, the COUNTY will assume the rights and responsibilities of the owner of the PROJECT. Moreover, the COUNTY will assign a Project Coordinator to perform the following duties:
 - a. Provide PROJECT Manual Documents and Bid the PROJECT;
 - b. Award the PROJECT;
 - c. Hire the lowest responsive/ responsible General Contractor;
 - d. Issue the Notice to Proceed to General Contractor;
 - e. Process Pay Request using CDBG funds and NCS D funds;
 - f. Conduct on-site interviews of workers for Federal Prevailing Wage Rates for Davis-Bacon as well as review submitted Payroll Forms for the Project;

- g. Collect all HUD required PROJECT Close-Out Documents;
 - h. Release Retainage to Contractor will occur only after hired Engineer and the NCSD approve and sign-off on PROJECT after the scope of work has been completed; and
 - i. Relinquish ownership of PROJECT to the NCSD upon completion.
 3. The COUNTY agrees to provide and administer available Federal Community Development Block Grant ("CDBG") funds (CFDA 14.218) granted by the U.S. Department of Housing and Urban Development ("HUD") to finance the PROJECT.
 4. The COUNTY shall conduct necessary environmental reviews described in 570.604 of the CDBG regulations for compliance with requirements of the CDBG program prior to the start of construction.
 5. The COUNTY shall provide reasonable and necessary staff for administration of the PROJECT.
- C. The COUNTY and NCSD agree to jointly review and approve all design, material selection, and contract documents for the PROJECT.
- D. The COUNTY and NCSD agree in order for this PROJECT to occur, HUD has to release CDBG funds to bid and construct the PROJECT as stated in Section I(B), Purpose.
- E. The COUNTY and NCSD agree to work together to schedule the PROJECT start and completion between March 2016 and June 2016.

III. Budget & Financial

- A. The COUNTY will apply CDBG funds received in the amount not to exceed **\$110,000** to the PROJECT. The obligations of the COUNTY are expressly subject to the COUNTY receiving funds from HUD for the PROJECT, and in no event shall the COUNTY'S financial contribution exceed the amount finally granted, released and approved by HUD for this PROJECT.
- B. The NCSD agrees to contribute the greater of:
1. Twenty percent (20%) of the total design and construction cost of the PROJECT, or
 2. All costs for design and construction which exceed available CDBG funds budgeted (\$110,000) for the PROJECT.
 3. Match credit(s) for this PROJECT must be approved by the COUNTY, and will be a reimbursable expense. If match credit(s) items are approved

by the COUNTY, the COUNTY will not reimburse the NCS D in the form of a check (\$).

- C. The NCS D may be credited towards the matching requirements stated in Part III. B. an amount equal to 15% of the final construction cost for Engineering services as detailed in Part II. A. 3. a..
- D. In the event the PROJECT can not be completed with available funds, the COUNTY and NCS D will jointly determine the priorities of the improvements to be made within funding limits.
- E. The NCS D agrees to provide funds for the PROJECT to the COUNTY in the following manner:
 1. In the event a contractor is entitled to payments for work completed above and beyond the amount of CDBG funds received from HUD for the PROJECT, the COUNTY shall request a transfer of funds from the NCS D for the amount necessary to make such payments. The NCS D shall transfer funds which exceed available CDBG funds and are owed to a contractor to the COUNTY within thirty (30) consecutive calendar days of a written request.
 2. Upon receipt of written notification from the COUNTY, the NCS D shall provide payment within thirty (30) consecutive calendar days to the COUNTY the funds necessary to meet the matching contribution requirement in Part III. B. All checks shall be made payable to Clackamas County, include a Project Number and be mailed to the following address:

Attn: Toni Hessevick
Clackamas County - Finance Office
Public Services Building
2051 Kaen Road
Oregon City, OR 97045
 3. In the event that unforeseeable conditions arise which necessitate the execution of a change in the amount of the construction contract, the NCS D and the COUNTY will jointly evaluate the circumstances surrounding the conditions. Upon approval by the NCS D and the COUNTY, the COUNTY shall instruct the Engineer to execute a change order.
 4. Funds for the change order(s) shall be funded primarily by the NCS D. The COUNTY will provide CDBG funds for change order(s) if there are still those funds available to use as outlined in Section III, A.

IV. **Liaison Responsibility**

Joe Krumm will act as liaison from the NCS D for the PROJECT. Steve Kelly will act as liaison from the COUNTY.

V. **Special Requirements**

- A. Law and Regulations. The COUNTY and NCS D agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. Public Contracting Requirements. To the extent applicable, the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235 are incorporated by this reference as though fully set forth.
- C. Relationship of Parties. Each party is an independent contractor with regard to the other party. Neither party is an agent or employee of the other. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- D. Indemnification. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the NCS D agrees to indemnify, defend and hold harmless the COUNTY, its officers, commissioners, agents and employees from and against all liability, loss and costs arising from actions, suits, claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of The NCS D or its employees or agents, in performance of this Agreement.

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the COUNTY agrees to indemnify, defend and hold harmless the NCS D, its officers, commissioners, agents and employees from and against all liability, loss costs arising from actions, suits, claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the COUNTY or its employees or agents, in performance of this Agreement.
- E. Notice. Each party shall give the other immediate written notice of any action or suit filed or any claim made against the party which may result in litigation in any way related to this Agreement.
- F. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any

records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.

- G. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the NCS D which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- H. Debt Limitation. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Obligations of the COUNTY are also expressly subject to the COUNTY receiving funds from HUD for this project and in no event shall the COUNTY's financial contribution exceed the amount finally granted, released and approved by HUD for this project.
- I. Conflict of Interest. No officer, employee, or agent of the NCS D or COUNTY who exercises any functions or responsibilities in connection with the planning and carrying out of the Block Grant Program, or any other person who exercises any functions or responsibilities in connection with the program, shall have any personal financial interest, direct or indirect, in the use of the funds provided pursuant to this Agreement, and the Parties shall take appropriate steps to assure compliance. The Parties will insure that no contractor, subcontractor, contractor's employee or subcontractor's employee has or acquires any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services.
- J. Insurance. The NCS D will bear the risk of loss from fire, extended coverage, and will purchase and maintain property insurance on all affected NCS D property. The NCS D will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance. If applicable, the NCS D shall be required to maintain flood insurance. Each party agrees to maintain insurance, or self-insurance, in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.272.
- K. Nondiscrimination. The NCS D and the COUNTY agree to comply with all Federal, State, and local laws prohibiting discrimination of the basis of age, sex, marital status, race, creed, color, national origin, familial status, or the presence of any mental or physical handicap. These requirements are specified in ORS chapter 659; Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VII; Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.

- L. Handicapped Accessibility. The NCSD agrees that all improvements made under this Agreement shall comply with standards set for facility accessibility by handicapped persons required by the Architectural Barriers Act of 1968, as amended. Design standards for compliance are contained in 24 CFR 8.31-32 and the document entitled Uniform Federal Accessibility Standards published by HUD in April, 1988 as a joint effort with other Federal agencies.
- M. Nonsubstituting for Local Funding. The CDBG funding made available under this Agreement shall not be utilized by the NCSD to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.
- N. Evaluation. The NCSD agrees to participate with the COUNTY in any evaluation project or performance report, as designed by the COUNTY or the appropriate Federal department, and to make available all information required by any such evaluation process.
- O. Audits and Inspections. The NCSD will ensure that the COUNTY, the Secretary of HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers or property pertaining to the funds provided under this agreement for the purpose of making surveys, audits, examinations, excerpts, and transcripts.
- P. Acquisition. If completion of the project requires acquisition of any real property the parties agree to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended.
- Q. Change of Use. The NCSD agrees to comply with applicable change of use provisions contained in 24 CFR 570.505 (refer to Attachment C).
- R. Reversion of Assets. Upon expiration or termination of this Agreement, NCSD shall transfer to COUNTY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Also for any real property under NCSD'S control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to NCSD in the form of a loan) in excess of \$25,000 or less based on the CDBG amount shall ensure said real property is either:
 - 1. Used to meet one of the National Objectives in CFR 570.208 for the term of this Agreement; or
 - 2. Not used to meet on the National Objectives for the term of this Agreement, in which event, the NCSD shall pay to COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

VI. Amendment

This Agreement may be amended at any time with the concurrence of both Parties. Amendments become a part of this Agreement only after the written amendment has been signed by both Parties.

VII. Term of Agreement

- A. This Agreement becomes effective when it is signed by both Parties.
- B. The term of this Agreement is a period beginning when it becomes effective and ending ten (10) years after completion of the PROJECT.
- C. This Agreement may be suspended or terminated prior to the expiration of its term by:
 - 1. Written notice provided to the COUNTY from the NCSD before any materials or services for improvements are procured; or
 - 2. Written notice provided by the COUNTY in accordance with 24 CFR 85.43, included as ATTACHMENT D, resulting from material failure by the NCSD to comply with any term of this Agreement; or
 - 3. Mutual agreement by the COUNTY and NCSD in accordance with 24 CFR 85.44.
- D. Upon completion of improvements or upon termination of this Agreement, any unexpended balances of CDBG funds shall remain with the COUNTY.

VIII. Integration

This Agreement contains the entire agreement between The NCSD and the COUNTY and supersedes all prior written or oral discussions.

IX. Severability

If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

X. Oregon Law and Forum

This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of laws provisions thereof.

XI. Waiver

The NCSD and COUNTY shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

XII. Third Party Beneficiary.

Each Party intends that this Agreement does not benefit, or create any right or cause of action in or on behalf of, any person or entity other than NCSD or COUNTY.

[Signature Page Follows]

**NORTH CLACKAMAS SCHOOL
DISTRICT**

12400 SE Freeman Way
Milwaukie, Oregon 97222



Kerensa Mauck, Director of Business Ops

3/15/16

Date

CLACKAMAS COUNTY

Chair John Ludlow
Commissioner Jim Bernard
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Tootie Smith

Signing on Behalf of the Board.

Richard Swift, Director
Health, Housing & Human Services
Department

Date

ATTACHMENT A- CDBG Annual Performance Measures Report

Project Name: Witchita Center Improvement Project - 53432

Note: Need data from July 1, 2015 through June 30, 2016 (or end of project)

Total Number Assisted (H or P)	Total of Columns C, D, and E	Income Categories			Female Headed Households
		Low/Mod (80% - 51%)	Very Low (50% - 30%)	Extremely Low (<30%)	
(A)	(B)	(C)	(D)	(E)	(F)

of Females _____

of Males _____

of Elderly _____

Race Categories		Total #	# Hispanic
		(G)	(H)
(1)	White:		
(2)	Black/African American:		
(3)	Asian:		
(4)	American Indian/Alaskan Native:		
(5)	Native Hawaiian/Other Pacific Islander:		
(6)	American Indian/Alaskan Native & White:		
(7)	Asian & White:		
(8)	Black/African American & White:		
(9)	Am.Indian/Alaskan Native & Black/African Am:		
(10)	Other Multi-Racial:		

 Signature

 Date

 Organization

ATTACHMENT B - CDBG Project Matching Funds Report

For reporting to HUD at the end of the year, indicate the specific sources and amounts of matching funds for the Wichita Center Improvements Project (North Clackamas School District):

2015-16 CDBG Funds	\$110,000 (max.)
--------------------	------------------

SOURCES OF LOCAL MATCH:

Other Federal (including pass-through funds, e.g. County CDBG, State FEMA, etc.)

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

State/Local Governmental Funding (e.g. State Housing Trust Funds, Local Assessment, etc.)

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Private (including recipient) Funding

Fund Raising/Cash	\$ _____
Loans	\$ _____
Building Value or Lease	\$ _____
Donated Goods	\$ _____
New Staff Salaries	\$ _____
Volunteers (\$5/hr)	\$ _____
Volunteer Medical/Legal	\$ _____
Other _____	\$ _____

Prepared By: (Print name)

 Signature

 Date

ATTACHMENT C

Change of Use

Excerpt from 24 CFR Part 570

570.505 Use of real property.

The standards described in this section apply to real property within the recipient's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until five years after closeout of an entitlement recipient's participation in the entitlement CDBG program or, with respect to other recipients, until five years after the closeout of the grant from which the assistance to the property was provided.

(a) A recipient may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless the recipient provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either:

(1) The new use of such property qualifies as meeting one of the national objectives in 570.208 (formerly 570.901) and is not a building for the general conduct of government; or

(2) The requirements and paragraph (b) of this section are met.

(b) If the recipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (a)(1) of this section, it may retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.

(c) If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in 570.504(b) (4) or (5), as applicable, shall apply to the use of funds reimbursed.

(d) Following the reimbursement of the CDBG program in accordance with paragraph (b) of this section, the property no longer will be subject to any CDBG requirements.

ATTACHMENT D

Excerpt from 24 CFR Part 85

§85.43 Enforcement.

(a) *Remedies for noncompliance.* If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

- (1) Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,
- (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
- (3) Wholly or partly suspend or terminate the current award for the grantee's or subgrantee's program,
- (4) Withhold further awards for the program, or
- (5) Take other remedies that may be legally available.

(b) *Hearings, appeals.* In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.

(c) *Effects of suspension and termination.* Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after

termination which are necessary and not reasonably avoidable are allowable if:

(1) The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,

(2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

(d) *Relationship to Debarment and Suspension.* The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to "Debarment and Suspension" under E.O. 12549 (see §85.35).

§85.44 Termination for convenience.

Except as provided in §85.43 awards may be terminated in whole or in part only as follows:

(a) By the awarding agency with the consent of the grantee or subgrantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

(b) By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either §85.43 or paragraph (a) of this section.



M. BARBARA CARTMILL
DIRECTOR

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

March 31, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Resolution Declaring the Public Necessity and Purpose
for Acquisition of Rights of Way and Easements – Group 2
for the Boyer Drive Extension Project and
Authorizing Negotiations and Eminent Domain Actions**

Purpose/Outcomes	Under ORS 35.235 and the federal Uniform Act, a local governmental agency is required to declare by resolution or ordinance the necessity and the purpose for which the project is required by enacting a Condemnation Resolution prior to initiating acquisition of the easements or other property rights from abutters to the project.
Dollar Amount and Fiscal Impact	The right of way budget for the project is \$1,500,000 and is included within the \$3,900,000 total approved project budget.
Funding Source	Clackamas County Development Agency: Clackamas Town Center Urban Renewal District
Duration	The Resolution remains active throughout the project's duration and terminates upon completion of the project or when all litigation associated with the project is concluded.
Previous Board Action	Approved moving forward with this project, as recommended by the Clackamas Regional Center Working Group, at a business meeting on April 11, 2013 and subsequent study session on April 16, 2014. Approved an engineering contract with HDR, Inc. on October 23, 2014. Approved the first Resolution Declaring the Public Necessity and Purpose for Acquisition of Rights of Way and Easements Group 1 for the Boyer Drive Extension Project on May 21, 2015.
Strategic Plan Alignment	1. Build a strong infrastructure. 2. Ensure safe, healthy and secure communities.
Contact Person/ Contact No.	David Queener, Develop. Agency Project Mgr @ 503-742-4322 Kath Rose, DTD Sr. Right of Way Agent @ 503-742-4713

BACKGROUND:

The Board of County Commissioners has approved funding for the Boyer Drive Extension Project, which will construct a new roadway from 82nd Avenue to Fuller Road. Improvements will include a two-lane road section, storm drainage facilities, signal modifications, sidewalks, bike lanes, street lighting and landscaping. The Board has authority under ORS Chapter 35 to acquire rights of way and easements by purchase or condemnation proceedings.

The project has been planned and located in a manner which is most compatible with the greatest public good and which causes the least private injury. The Development Agency (Agency) shall negotiate in good faith in an attempt to reach agreement as to the amount of just compensation owed each affected property owner. To fairly determine the amount of just compensation, staff will utilize the expertise of authorized real estate appraisers and other such experts.

The Agency has developed the final legal descriptions, Group 2, required for acquisition of the rights of way and easements for the remaining properties affected by the Project. If during the course of the Project, design or construction modifications should effect acquisitions, staff will bring subsequent revisions to the Board for authorization.

The resolution directs the Agency to resolve issues of just compensation through good faith negotiations. It requires the Manager of the Agency to notify the Board if exercise of the power of eminent domain becomes necessary. Only after this process is completed does it authorize the Office of County Counsel to file a condemnation action.

Staff respectfully requests that the Board approve a Resolution of Necessity and Purpose for the Boyer Drive Extension Project for the acquisition of the remaining rights of way and easements to provide for construction of the project.

The Resolution has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the Resolution authorizing the acquisition of the remaining rights of way and easements by negotiation if possible, or condemnation, if necessary.

Respectfully Submitted,

Dan Johnson
Development Agency Manager

Attachment

DRAFT

Approval of Previous Business Meeting Minutes:
March 3, 2016

(draft minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

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

Thursday, March 3, 2016 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner John Ludlow, Chair
Commissioner Jim Bernard
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Tootie Smith

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Video Presentation:

Chair Ludlow introduced a video produced by our award winning Cable Division. This video is regarding Employment Lands in Clackamas County.

~Board Discussion~

I. CITIZEN COMMUNICATION

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

1. Brian Johnson, Gladstone – concerned about road maintenance and sewers.

~Board Discussion~

2. Steve Johnson, Portland – Candidate for Governor.

II. CONSENT AGENDA

Chair Ludlow asked the Clerk to read the consent agenda by title, he then asked for a motion.

MOTION:

Commissioner Bernard: I move we approve the consent agenda.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

A. Health, Housing & Human Services

1. Approval of Amendment No. 2 to the Agency Service Contract with Northwest Family Services for Family Resource Coordination Services – *Children, Youth & Families*

B. Elected Officials

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

C. County Counsel

1. Approval of a Quitclaim Deed to Release Interest in a Storm Water Detention Easement – Overlook Subdivision Lot 7, Plat No. 3348

III. COUNTY ADMINISTRATOR UPDATE

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

IV. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 10:57 AM



CLACKAMAS COUNTY

Office of County Clerk

SHERRY HALL, CLERK

1710 Red Soils Ct. Ste 100
OREGON CITY, OR 97045
503.722.6086

Board of County Commissioners, Clackamas County

Dear Members of the Board:

Approval of contract with Runbeck Election Services for a Ballot Acceptance System for the Clerk's Office

Purpose / Outcome	Approval of Contract for purchase of Runbeck Ballot Acceptance System
Fiscal Impact	\$249,000.00
Funding Source	Budget Line: 100-0106-16-485300 Price:\$161,000.00 Fiscal Year:2015/2016 Budget Line: 100-0106-14-485300 Price:\$22,000.00 per fiscal year Fiscal year:2016/2017, 2017/2018 , 2018/2019, 2019/2020
Duration	June 30, 2020
Strategic Plan Alignment	Purchase a machine which automates the process of scanning incoming ballot envelopes. This process is currently done manually.
Previous Action	None
Contact Person	Sherry Hall, Clerk 503-722-6086 Steve Kindred Election Manager 503-722-6089

Background:

The Clerk wishes to purchase a Ballot Acceptance System, a machine which upgrades the process of scanning incoming ballot envelopes, provides for more rapid and secure verification of ballot envelope signatures and automates the process of separating accepted and unaccepted ballot envelopes. The machine then places accepted ballot envelopes into standard sized batches which move on to the opening/inspection process. These processes are all currently performed manually and there is a drastic need to speed up the process during larger elections and improve the accuracy of the process in order to lower, if not eliminate, the time spent reconciling accepted ballots/ballots tallied as part of the certification process.

The plan is to purchase the system and have it operational for the May, 2016 Primary Election so experience can be gained prior to the November, 2016 General Election. The system fits into our current ballot processing room and its installation will not require any reconfiguring of the processing room.

This purchase will result in a multiyear contract.

This Contract has been reviewed by Counsel.

Recommendation:

Staff respectfully recommends the Board approve the contract with Runbeck Election Services for a Ballot Acceptance System for the Clerks Office.

Sincerely,

Sherry Hall, Clackamas County Clerk

Placed on the Board Agenda of ___ March 31, 2016 ___ by the Procurement Division.

MATERIAL AND SERVICES CONTRACT FOR A BALLOT ACCEPTANCE SYSTEM FOR THE CLACKAMAS COUNTY CLERK'S OFFICE

This contract ("Contract") for materials and services is entered into by and between **CLACKAMAS COUNTY**, a political subdivision of the State of Oregon, hereinafter referred to as the COUNTY, and **Runbeck Election Services, Inc.**, hereinafter called the CONTRACTOR to provide the services described in the Request for Proposal, the Proposal Response, and the Revised Proposal Response which by this reference is hereby made part of and incorporated herein. The following provisions shall comprise this contract:

I. SCOPE

This Contract includes the terms and conditions hereof, and includes the materials and services to be provided as described in the Request for Proposals, the Proposal Response, and the Revised Proposal Response including Exhibit A (Equipment List), Exhibit B (Software License Agreement), Exhibit C (Equipment Maintenance and Support Services Agreement), and Exhibit D (Sale and Purchase Agreement). To the extent there is any inconsistency or conflict between the terms and conditions of this Contract any or all of the Request for Proposals, the Proposal Response, and the Revised Proposal Response including Exhibit A (Equipment List), Exhibit B (Software License Agreement), Exhibit C (Equipment Maintenance and Support Services Agreement), and Exhibit D (Sale and Purchase Agreement), then the terms and conditions of this Contract shall control. Work shall be performed in accordance with a schedule approved by the COUNTY. The CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The Contract shall commence **upon contract execution and continue through June 30, 2020.**

II. COMPENSATION

A. The COUNTY agrees to compensate the CONTRACTOR on a fee-for-services basis as detailed in this Contract. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent COUNTY contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum compensation authorized under this Contract shall not exceed **\$249,000.00.**

Billing will be executed as follows:

fiscal year 15/16 and 16/17 = \$161,000.00 total for such time period; fiscal year 17/18= \$22,000.00; fiscal year 18/19 = \$22,000.00; fiscal year 19/20 = \$22,000.00

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

1. The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
2. This Contract is not intended to entitle the CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers'

Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Oregon Public Employees Retirement System).

3. If the CONTRACTOR has the assistance of other persons in the performance of this Contract, and the CONTRACTOR is a subject employer, the CONTRACTOR shall qualify and remain qualified for the term of this contract as an insured employer under Oregon Revised Statutes ("ORS") Chapter 656.
- C. The CONTRACTOR certifies that, at present, he or she, if an individual is not a program, County, or Federal employee.
 - D. The CONTRACTOR, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.
 - E. 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:
 - (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - (ii) 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;
 - (iii) 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
 - (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

III. CONSTRAINTS

The CONTRACTOR agrees:

- A. If the materials and services to be provided pursuant to this Contract are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.
- B. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
 1. CONTRACTOR shall:
 - a. Make payments promptly, as due, to all persons supplying to the CONTRACTOR labor or materials for the prosecution of the work provided for in this Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this Contract.

- c. Not permit any lien or claim to be filed or prosecuted against the COUNTY on account of any labor or material furnished.
2. If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of this Contract.
3. The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
4. In the case of contracts lawn and landscape maintenance the CONTRACTOR shall salvage, recycle, compost or mulch waste material at an approved site, if feasible and cost effective.
5. The CONTRACTOR shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of the CONTRACTOR'S employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
6. 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.
7. The CONTRACTOR agrees to indemnify, hold harmless and defend the COUNTY, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), 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 or agents. COUNTY shall in no instances indemnify CONTRACTOR or CONTRACTOR'S employees or agents. In the event of a litigation action to enforce, or arising from, the terms of this Contract, the prevailing party in such action shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs incurred in the action; provided, however, that any such sums which may be awarded to CONTRACTOR shall in no event be based on professional hourly rates and costs that exceed those the COUNTY incurs for in-house legal services and costs in the action.
8. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
9. In the event the CONTRACTOR encounters on the site material reasonable believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless,

the CONTRACTOR shall immediately stop work in the area affected and report the condition to the COUNTY in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the COUNTY and CONTRACTOR if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos PCBs, or when it has been rendered harmless, by written agreement of the COUNTY and CONTRACTOR.

10. The CONTRACTOR shall not be required to perform without consent any work relating to asbestos or PCBs.
11. The CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include, but are not limited to:
 - a. Reducing or withholding payment;
 - b. Requiring the CONTRACTOR to perform, at the CONTRACTOR'S expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
 - c. Declaring a default, terminating the Contract and seeking damages and other relief under the terms of the Contract or other applicable law.
12. All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

IV. INSURANCE REQUIREMENTS

A. COMMERCIAL GENERAL LIABILITY

- Required by COUNTY Not required by COUNTY

The CONTRACTOR agrees to furnish the COUNTY evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the COUNTY, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The COUNTY, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

- Required by COUNTY Not required by COUNTY

The CONTRACTOR agrees to furnish the COUNTY evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of the COUNTY, its officers, commissioners, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The COUNTY, at its option, may require a complete copy of the above policy.

C. PROFESSIONAL LIABILITY

Required by COUNTY

Not required by COUNTY

CONTRACTOR agrees to 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, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Contract. COUNTY, at its option, may require a complete copy of the above policy.

D. POLLUTION LIABILITY INSURANCE

Required by COUNTY

Not required by COUNTY

The CONTRACTOR shall obtain, at the CONTRACTOR'S expense and keep in effect during the term of the Contract, CONTRACTOR'S Pollution Liability insurance covering the CONTRACTOR'S liability for a third party bodily injury and property damage arising from pollution conditions caused by the CONTRACTOR while performing their operations under the Contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the COUNTY. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance. The policy's limits shall not be less than \$1,000,000 each loss / \$1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this Contract. Any self-insured retention / deductible amount shall be submitted to the COUNTY for review and approval.

- E. Such insurance shall provide sixty (60) days written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self insurance maintained by the COUNTY shall be excess and shall not contribute to it.
- F. If the CONTRACTOR has the assistance of other persons in the performance of this contract, and the CONTRACTOR is a subject employer, the CONTRACTOR agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656. The CONTRACTOR shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.
- G. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract 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 this Contract.
- H. The insurance, other than the Workers' Compensation, Professional liability and Pollution liability insurance, shall include the COUNTY as an additional insured. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured.

I. CONTRACTOR shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the COUNTY.

V. **SUBCONTRACTS**

The CONTRACTOR shall be responsible to the COUNTY for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.

VI. **TERMINATION - AMENDMENT**

- A. This Contract may be terminated by either party upon at least sixty (60) days written notice to the other. If terminated prior to June 30, 2017, then CONTRACTOR shall refund to COUNTY a prorated amount of the purchase price and license fee for the equipment and software.
- B. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County.
- C. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

The undersigned, by its signature, agrees to perform the scope of work as described in the Contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

Runbeck Election Services, Inc.
2404 W. 14th Street, Suite 110
Tempe, AZ. 85281

Clackamas County Board of
County Commissioners by:

Authorized Signature

Chair

Name / Title (Printed)

Date

Date

Recording Secretary

602-230-0510
Telephone/Fax Number

1185754-97
Oregon Business Registry #

APPROVED AS TO FORM

FBC/AZ
Entity Type/State of Formation

County Counsel



NANCY S. BUSH
DIRECTOR

DEPARTMENT OF EMERGENCY MANAGEMENT
COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER
2200 KAEN ROAD OREGON CITY, OR 97045

March 31, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between the City of Portland and Clackamas County for purchase and reimbursement activities related to the use of the FY15 United States Department of Homeland Security's Urban Area Security Initiative (UASI) grant program

Purpose/Outcomes	The Intergovernmental Agreement between the City of Portland and Clackamas County is to allow Clackamas County and its sub-recipients to purchase and receive reimbursement for approved expenditures under the FY15 UASI grant program.
Dollar Amount and Fiscal Impact	\$3,000,000 of FY15 UASI funds will directly benefit law enforcement, fire, public works and emergency management within the Regional Disaster Preparedness Organization (RDPO) in the form of funding equipment and planning. \$719,000 will directly benefit Clackamas County.
Funding Source	The funding source for the FY15 UASI grant is the United States Department of Homeland Security via the Oregon Military Department.
Duration	The agreement is effective from the date both parties have signed and shall end, unless otherwise terminated or extended, on May 31, 2018.
Previous Board Action	The Board of County Commissioners approved the FY14 UASI Intergovernmental Agreement with the City of Portland on February 19, 2015, agenda item F.1.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Coordination and Integration of Planning and Preparedness 2. Ensure Safe, Healthy and Secure Communities
Contact Person	Nancy Bush, Director – Emergency Management - 655-8665
Contract No.	N/A

BACKGROUND:

The Urban Area Security Initiative (UASI) is comprised of the City of Portland and the contiguous counties of Clackamas, Multnomah, Washington, Columbia and Clark County, Washington. In FY 2012, \$2,049,396 was awarded to the UASI region. \$283,906 of the total directly benefited Clackamas County. In FY 2013, the Portland Urban Area did not receive an UASI award. In FY14, all UASI funds were used for RDPO projects. In FY15, \$3,000,000 was awarded to the UASI region. \$719,000 of the total will directly benefit Clackamas County. The County will benefit from UASI-funded regional projects related to training, exercise, and equipment, as well as the continued support of a regional Intelligence Fusion Center. County Counsel has approved this agreement as to form.

RECOMMENDATION:

Staff respectfully recommends the Board approve this agreement.

Respectfully submitted,

Nancy Bush, Director

INTERGOVERNMENTAL AGREEMENT

Between

THE CITY OF PORTLAND, OREGON

And

CLACKAMAS COUNTY, OREGON

THIS IS an Intergovernmental Agreement (IGA) between the City of Portland (“City”) and Clackamas County, Oregon (“Agency”) entered into pursuant to the authority granted in Oregon Revised Statutes (ORS) Chapter 190, for the coordination of activities related to the use of the United States Department of Homeland Security’s Urban Areas Security Initiative (UASI) grant program funds for addressing the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, to assist in building an enhanced and sustainable capacity to prevent, protect against, mitigate, respond to, and recover from acts of terrorism.

Recitals

WHEREAS, the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) Grant Programs Directorate, provided UASI grant funding in the amount of \$3,000,000 in Fiscal Year 2015 to the State of Oregon (“State”), acting by and through the Oregon Military Department, Office of Emergency Management (OEM) for distribution of \$2,576,060 to the Portland Urban Area (PUA); and

WHEREAS, the State awarded UASI Grant #15-170 to the City of Portland, Bureau of Emergency Management (PBEM) for Fiscal Year 2015 in the amount of \$2,579,060, a copy of which is attached to this Agreement and incorporated herein as Attachment 1 and Exhibits A, B, C and D; and

WHEREAS, UASI Grant #15-170 is intended to increase the capabilities of the PUA, which includes jurisdictions in Multnomah, Clackamas, Columbia and Washington counties in Oregon and Clark County in Washington, as well as the Port of Portland and TriMet, to build an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism; and

WHEREAS, a list of equipment, supplies, professional services, training and exercise events to be grant funded has been developed through the application process and coordination with the State; and

WHEREAS, PBEM, as Grant Administrator, is required to oversee and coordinate the expenditure of the UASI grant funds and has developed procedures to guide the procurement, delivery, and reimbursement processes; and

WHEREAS, PBEM, as Grant Administrator, is required to make periodic reports to the State regarding the expenditure of the UASI grant funds and has developed procedures to coordinate the collection and submission of information and documents needed to support the reporting process; and

WHEREAS, the City and all other PUA jurisdictions that receive direct benefit from UASI grant purchases are required to comply with all terms of the U.S. Department of Homeland Security, UASI Grant CFDA # 97.008, Grant #15-170 award including, but not limited to, obligations regarding reporting, access to records, financial tracking and procurement, and supplanting of funds; and

WHEREAS, the Regional Disaster Preparedness Organization (RDPO) is the designated organization in the PUA that serves in the capacity of Urban Area Work Group (UAWG) to coordinate program development and decision-making processes for allocating UASI sub-grants, as specified in the “Standard Operating Procedure Urban Areas Security Initiative (UASI) Program Management Under the Regional Disaster Preparedness Organization (RDPO)”, Attachment 2; and

WHEREAS, the City is entering into agreements with PUA counties and agencies to secure their commitment to follow the City-developed procurement, delivery, reimbursement, and reporting procedures, to ensure their compliance with all terms of the grants, and to obligate them to coordinate with and obtain similar assurances from directly benefiting jurisdictions (i.e., “sub-recipients”) within the respective counties and regional agencies.

NOW, THEREFORE, the Parties agree as follows:

1. The City agrees:

- a) That it is authorized to purchase and distribute equipment, supplies and services which have been approved by the State and, as appropriate, the City may delegate this purchasing authority to the Agency. Such authorization, however, does not guarantee payment for the Agency. The State requires invoicing with the appropriate backup documentation by the Agency, to the City, and compliance with the purchasing rules of the Code of Federal Regulations, any applicable state rules, City purchasing practices and the Agency’s purchasing practices prior to approval of payments.
- b) Because there is no IGA between the City and the sub-recipients of the Agency (if any), the Agency will be the point of contact for all requests

made by its sub-recipients. The Agency will be responsible for submitting all purchase requests on behalf of their sub-recipients to the City.

- c) When the City has purchased goods or services for the Agency or the Agency's sub-recipient, arrangements for delivery will be made between the parties. The Agency or the Agency's sub-recipient shall be the Owner of said goods or services and shall be responsible for complying with all applicable requirements as outlined in the Code of Federal Regulations (CFR) and Office of Management and Budget (OMB) Circulars, the State grant agreement, and this Intergovernmental Agreement.

2. The Agency agrees:

- a) That it has read the award conditions and certifications for UASI Grant #15-170; including Exhibits A, B, C and D and 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 City, as grantee, under those grant documents.
- b) To comply with all City and State financial management processes, and to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations and Office of Management and Budget Circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:
 - i. Administrative Requirements: 2 CFR 200 (State and Local Governments) and 2 CFR Part 215 (Non-Profit Organizations).
 - ii. Cost Principles: 2 CFR Part 225 (State, Local, and Tribal Governments); Part 230 (Non-Profit Organizations); and Federal Acquisition Regulations (FAR) Part 31.2 (Contracts with Commercial Organizations).
 - iii. Audit Requirements: 2 CFR 200.21.
- c) To comply with all City and State procurement requirements, including the competitive bid processes as outlined in Portland City Code (PCC) and Oregon Revised Statutes (ORS). A nonexclusive list of code and statutes commonly applicable to procurement include:
 - i. PCC Chapter 5.33 (Goods and Services) and PCC Chapter 5.68 (Professional, Technical and Expert Service Contracts).
 - ii. ORS 279A (Public Contracting – General Provisions) and ORS 279B (Public Contracting – Public Procurements).

- d) That all equipment, supplies, and services procured by the Agency are as described in the approved grant budget documents.
- e) That regardless of how it is procured, all equipment and supplies purchased shall be owned by the Agency or the Agency's sub-recipient until disposition takes place. The Agency or the Agency's sub-recipient shall be responsible for inventory tracking, maintenance and storage while in possession of such equipment and supplies.
- f) That regardless of who the Owner is, all equipment purchased with grant funds will be made available to all eligible regional partners per 44 CFR 13.32(c)(2). All reasonable requests must be met when sufficient notice is given and no reasonable conflict exists. Owners may not charge "rental" fees for equipment, but may seek reimbursement for normal expendables (not already covered by grant funds) such as fuel, vehicle damage, maintenance for wear and tear, etc., when appropriate.
- g) To comply with all property and equipment tracking and monitoring processes required by the grant, this Agreement, the City and the State. To treat all single items of equipment valued over \$5,000 as fixed assets and to provide the City with a list of such equipment on an annual basis, using PBEM's Equipment Inventory Report and completing and returning the report to PBEM on or before June 30th. **The list should include, but is not limited to, status, asset number, funding source, date of purchase, equipment description, serial number, and location where the equipment is housed or stored. Additionally, all equipment must have a sticker affixed that visibly states: "Purchased with funds provided by the U.S Department of Homeland Security."** All requirements for the tracking and monitoring of fixed assets are set forth in 2 CFR 200 Subparts A-D and 2 CFR 200.21. 2 CFR 200.21 compliance supplement on transfer and disposition reporting can be found on the Whitehouse website:
http://www.whitehouse.gov/sites/default/files/omb/assets/OMB/circulars/a133_compliance/2011/pt3.pdf
The Agency or the Agency's sub-recipient shall maintain and store all equipment and supplies, provided or purchased, in the manner that will keep it safe, prolong its useful life and be maintained in good working condition at all times.
- h) That any request or invoice it submits for reimbursement of costs will be consistent with the items identified in the approved grant budget documents.
- i) That it understands and accepts full financial responsibility and may not be reimbursed for costs incurred which have not been approved by the State

and/or the U.S. Department of Homeland Security, FEMA Grant Programs Directorate.

- j) That it will not deviate from the items listed in the approved grant budget documents without first securing written approval from the City.
- k) That all publications created with funding under this grant shall prominently contain the following statement: “This document was prepared under a grant from FEMA’s Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA’s Grant Programs Directorate or the U.S. Department of Homeland Security.”
- l) That all financial records, supporting documentation and all other records pertinent to this grant or agreements under this grant shall be retained by the Agency following termination, completion or expiration of this Agreement for purposes of State of Oregon or Federal examination and audit, as established by Federal, State or City retention schedules (whichever is longer). Currently, the City of Portland’s retention requirement for these documents is 10 years. A nonexclusive list of code and statutes commonly applicable to retention include:
 - i. City of Portland Retention Schedules, Section 4808
<http://www.portlandonline.com/auditor/index.cfm?c=27183&a=7949>
 - ii. OAR 166-200-0050(17)
 - iii. 2 CFR 200.333-337
- m) To obtain a copy of 2 CFR 200 Subparts A-D, and to apprise itself of all rules and regulations set forth.
- n) Not to supplant its local funds with federal funds but rather use the federal funds to increase the amount of funds that, in the absence of federal aid, would be made available to fund programs within the UASI grant program guidelines.
- o) To comply with National Incident Management System (NIMS) objectives identified as requirements by the State and certify that the Agency and any sub-recipients of the Agency are registered with the State as being NIMS compliant.
- p) To comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and provide information requested to ensure compliance with applicable laws.

- q) To comply with federal guidelines concerning exclusions for vendors or contractors by verifying that a vendor or contractor is not excluded from receiving federal funds prior to any expenditure made and record of verification is maintained. Currently, verification can be made at the System for Award Management site – www.sam.gov. A copy of this report must be submitted to the City, as part of the documents required for reimbursement requests.
- r) To timely comply with all reporting obligations required by the Grant's terms and the City.
- s) To provide the City with Performance and Program Reports, Financial Reimbursement Reports, Asset / Inventory Reports and Audit Reports when required by the City and in the form required by the City.
 - i. Performance reports are due to the City on a quarterly basis: April 15th, July 15th, October 15th, and January 15th during the term of the grant agreement. Late Performance Reports could result in the suspension and/or termination of the grant.
 - ii. Asset / Inventory Reports are due to the City on an annual basis, on June 30th of each year.
 - iii. Results of the Agency's 2 CFR 200.21 report are due to the City fifteen (15) days after the Agency's receipt of the report, along with a corrective action plan (if applicable). Agencies expending \$750,000 or more in Federal awards during their fiscal year, are required to have an A-133 audit, as provided in OMB Circular A-133. A copy of 2 CFR 200.21 audit requirements can be found at http://www.whitehouse.gov/sites/default/files/omb/assets/omb/circulars/a133_compliance/2014/2014-compliance-supplement.pdf .
 - iv. Financial Reimbursement Reports are due no less frequently than quarterly during the term of the grant agreement. Late Financial Reimbursement Reports could result in the suspension and/or termination of the grant.
 - v. Per UASI Grant #15-170, Section 5b. Financial Reimbursement Reports, part ii, reimbursement for expenses will be withheld if Performance Reports are not submitted by the specified dates or are incomplete.
- t) To follow the travel expense and per diem guidelines as set forth by the U.S. General Services Administration (GSA) as well as the guidelines of the City and State. Per UASI Grant #15-170, Section 5b. Financial Reimbursement Reports, part iii, reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement

identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.

GSA per diem rates can be found on the GSA website:

<http://www.gsa.gov/portal/content/104877>

The City's guidelines can be found on the Office of the City Auditor's website:

BCP-FIN-6.13 Travel:

<http://www.portlandonline.com/auditor/index.cfm?c=34747&a=160271>

BCP-FIN-6.14 Non-travel Meals, Light Refreshments and Related Miscellaneous Expenses:

<http://www.portlandonline.com/auditor/index.cfm?&a=160283&c=34747>

- u) To develop a sub-recipient monitoring plan that shall be in compliance with the requirements set forth in the most recent versions of applicable CFR and OMB Circulars.
- v) To maintain a list of all sub-recipients of the Agency, and ensure that the entities on that list are in compliance with the terms of the Grant Agreement, including Attachment 1 and Exhibits A, B, C and D and Attachment 2. The list of sub-recipients shall be made available to the City by the Agency upon execution of this Intergovernmental Agreement, and the Agency shall immediately inform the City of any changes to the list. If the Agency's sub-recipient is a government entity, then the Agency must have an intergovernmental agreement in place with them and a copy of said agreement must be sent to the City.
- w) To comply with all applicable laws, regulations, program guidance and guidelines of the Federal Government, the State of Oregon, and OEM in the performance of this Agreement, including but not limited to those listed in UASI Grant #15-170, Exhibit B, Federal Requirements and Certifications, Exhibit C, Subagreement Insurance Requirements and Exhibit D, Standard Operating Procedure Urban Areas Security Initiative (UASI) Program Management Under the Regional Disaster Preparedness Organization (RDPO).

- x) To comply with all of its obligations under this Agreement and any applicable, incorporated document or documents.
3. **Effective Date and Duration.** This Agreement shall be effective from the date both parties have signed and shall be terminated upon the end date of the agreement between the City and the State (UASI Grant #15-170), unless otherwise extended by the parties in writing or this IGA is terminated due to failure of one of the Parties to perform.
 4. **Amendment.** This Agreement may be modified or amended only by the written agreement of both parties but must remain consistent with the requirements of the UASI program and the Agreement between the State and the City.
 5. **Termination.** Either party may terminate this Agreement in the event the other fails to comply with its obligations under the Agreement. If the Agreement is terminated due to the Agency's failure or inability to comply with the provisions of the grants or the Agreement, the Agency will be liable to the City for the full cost of any equipment, materials, or services provided by the City to the Agency, and for any penalties imposed by the State or Federal Government. Each party will notify the other, in writing, of its intention to terminate this Agreement and the reasons therefore. The other party shall have fourteen days, or such other time as the parties may agree, from the date of the notice in which to correct or otherwise address the compliance failure which is the subject of the notice.
 6. **Governing Law.** 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 that arises from or relates to this Agreement shall be brought and conducted exclusively within the Circuit Court of the state of Oregon for the county of Multnomah. In the event a claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively in the United States District Court for the District of Oregon.
 7. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
 8. **Survival.** The terms, conditions, representations and all warranties in this Agreement shall survive the termination or expiration of this Agreement.

9. Force Majeure. Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond reasonable control. Each party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement.

10. Indemnification.

a. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the Agency shall indemnify, defend and hold harmless the City, its commissioners, employees and agents from and against any and all liability, claims, damages, losses, and expenses, including but not limited to reasonable attorney's fees arising out of or resulting from the acts of the Agency, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the City shall indemnify, defend and hold harmless the Agency from and against all liability, loss and costs arising out of or resulting from the acts of the City, its officers, employees and agents in the performance of this agreement.

b. The Agency shall take all reasonable steps to cause its contractor(s) or subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM, the City, and their officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims

c. The Agency shall require its contractor(s) or subcontractor(s) to obtain insurance in amounts required by OEM, not to exceed OEM's limits of liability under the Oregon Tort Claims Act, and shall provide that the State of Oregon, OEM, the City and their officers, employees and members are named as Additional Insureds, but only with respect to the contractor's or subcontractor's services performed under this grant.

11. Third Party Beneficiaries. The City and the Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing

in this Agreement gives, or 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 persons are individually identified by name herein.

12. **Successors in Interest.** The terms of this Agreement shall be binding upon the successors and assigns of each party hereto.
13. **Entire Agreement.** The parties agree and acknowledge that this Agreement is a complete, integrated agreement that supersedes any prior understandings related to implementation of the FY 2015 UASI program grant (Grant #15-170) and that it is the entire agreement between them relative to that grant.
14. **Workers' Compensation.** Each party shall be responsible for providing worker's compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027). Neither party shall be required to provide or show proof of any other insurance coverage.
15. **Nondiscrimination.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
16. **Human Trafficking (2 CFR Part 175).** The Agency, employees, contractors and sub-recipients 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
 - Use forced labor in the performance of the subgrant or subgrants under the award.

The Agency must inform the City and OEM immediately of any information the Agency receives from any source alleging a violation of any of the above prohibitions in the terms of this IGA. OEM may terminate Grant #15-170, without penalty, for violation of these provisions. OEM's right to terminate Grant #15-170 unilaterally, without penalty, is in addition to all other remedies under Grant #15-170. The Agency must include these requirements in any subgrant made to public or private entities.

17. **Access to Records.** Each party shall maintain, and shall have access to the books, documents, papers and other records of the other party which are related to this agreement for the purpose of making audit, examination,

excerpts, and transcripts. Copies of applicable records shall be made available upon request. Access to records for Oregon Emergency Management (OEM), Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO), or any of their authorized representatives, shall not be limited to the required retention period but shall last as long as records are retained.

- 18. Subcontracts and Assignment.** Notwithstanding any goods or services the Agency procures using UASI grant funds received under this IGA, neither party will subcontract or assign any part of this agreement without the prior written consent of the other party. Notwithstanding City approval of a subcontractor, the Agency shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Agency hereunder.

City of Portland

Date _____

APPROVED AS TO FORM

Date _____

Attorney

Clackamas County, Oregon

Date _____

APPROVED AS TO FORM

Date _____

Attorney

ATTACHMENT 1

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
URBAN AREA SECURITY INITIATIVE GRANT
CFDA # 97.067
CITY OF PORTLAND
\$2,579,060
Grant No: 15-170**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as "OEM," and **City of Portland**, hereinafter referred to as "Subrecipient," and collectively referred to as the "Parties."

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2015** and ending, unless otherwise terminated or extended, on **May 31, 2018** (Expiration Date). No Grant Funds are available for expenditures after the Expiration Date. OEM's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

- Exhibit A: **Project Description and Budget**
- Exhibit B: **Federal Requirements and Certifications**
- Exhibit C: **Subcontractor Insurance**
- Exhibit D: **Information required by 2 CFR 200.331(a)**

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

3. **Grant Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed **\$2,579,060** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2015 Urban Area Security Initiative (UASI) grant.

4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.

5. **Reports.** Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance Reports.

- i. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of the agreed upon milestones. The narrative reports will address specific information regarding the activities carried out under the FY 2015 State Homeland Security Program.
- ii. Reports are due to OEM on or before the 30th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

- i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by OEM, that includes supporting documentation for all grant expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, RFRs must be submitted on or before 30 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31), and a final RFR must be submitted no later than 30 days following the end of the grant period.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period provided in Section 1. Subrecipient agrees that no grant may be used for expenses incurred before or after the Grant Award Period.

6. Disbursement and Recovery of Grant Funds.

- a. Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the Urban Area Security Initiative guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at http://www.oregon.gov/OMD/OEM/Pages/plans_train/grant_info.aspx.
- b. Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.

- ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
 - iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.
- c. **Recovery of Grant Funds.** Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand.

7. **Representations and Warranties of Subrecipient.** Subrecipient represents and warrants to OEM as follows:

- a. **Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **NIMS Compliance.** By accepting FY 2015 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through the OEM at http://www.oregon.gov/OMD/OEM/Pages/plans_train/NIMS.aspx#Oregon_NIMS_Requirements.

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

8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement

and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter "contractors"), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.

b. **Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200. and to apprise itself of all rules and regulations set forth.

c. **Audits.**

- i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$ 750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
- ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
- iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

9. **Subrecipient Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance**

- a. **Subagreements.** Subrecipient may enter into agreements (hereafter "subagreements") for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for

contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).

- i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program 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.
 - iii. 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, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
 - iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- b. Purchases and Management of Property and Equipment; Records.** Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
- i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
 - ii. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
 - iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.
 - iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.

- v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
 - vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
 - vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 - viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
 - ix. Subrecipient shall, and shall require its contractors to, retain the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the State Homeland Security Program.
- c. **Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

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

Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

10. Termination

- a. **Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
 - i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.
- b. **Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the ten days, if the other Party fails to comply with any of the terms of this Agreement.
- d. **Settlement upon Termination.** Immediately upon termination under Sections 10.a.i, v. or vi, no Grant Funds shall be disbursed by OEM and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.c and the terminating party may pursue additional remedies in law or equity. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

11. GENERAL PROVISIONS

- a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against OEM or Subrecipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party

Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which OEM is jointly liable with Subrecipient (or would be if joined in the Third Party Claim), OEM 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 Subrecipient in such proportion as is appropriate to reflect the relative fault of OEM on the one hand and of Subrecipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OEM on the one hand and of Subrecipient 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. OEM's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if OEM had sole liability in the proceeding.

With respect to a Third Party Claim for which Subrecipient is jointly liable with OEM (or would be if joined in the Third Party Claim), Subrecipient 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 OEM in such proportion as is appropriate to reflect the relative fault of Subrecipient on the one hand and of OEM on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Subrecipient on the one hand and of OEM 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. Subrecipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. **Responsibility for Grant Funds.** Any Subrecipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that Subrecipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the Subrecipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

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

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

- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. **Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B.
- j. **Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must

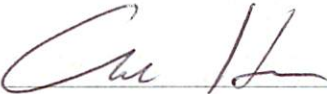
be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

- k. **Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

SIGNATURE PAGE TO FOLLOW

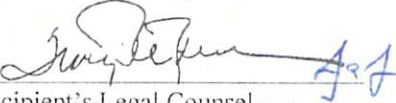
CITY OF PORTLAND

By 

Name CHARLES HALES
(printed)

Date 2/24/2016

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subrecipient) **APPROVED AS TO FORM**

By 
Subrecipient's Legal Counsel
CITY ATTORNEY

Date 1-29-16

Subrecipient Program Contact:

Carmen Merlo
Director
City of Portland
Portland Bureau of Emergency Management
9911 SE Bush St
Portland, OR 97266
503-823-2691
carmen.merlo@portlandoregon.gov

Subrecipient Fiscal Contact:

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Business Operations Supervisor
City of Portland
Portland Bureau of Emergency Management
9911 SE Bush St
Portland, OR 97266
503-823-4187
keren.ceballos@portlandoregon.gov

OEM

By 

Matthew T. Marheine
Operations and Preparedness Section Manager, OEM

Date 3/7/16

APPROVAL FOR LEGAL SUFFICIENCY

By Cynthia Byrnes via email
Senior Assistant Attorney General

Date October 8, 2015

OEM Program Contact:

Sidra Metzger-Hines
Grants Coordinator
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-2911 extension 22251
sidra.metzgerhines@state.or.us

OEM Fiscal Contact:

Dan Gwin
Grants Accountant
Oregon Military Department
Office of Emergency Management
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Salem, OR 97309-5062
503-378-2911 extension 22290
dan.gwin@state.or.us

Exhibit A
Grant No: 15-170
Subrecipient: City of Portland, Bureau of Emergency Management

I. Project Description

Project Title: FY15 Urban Area Security Initiative (UASI)

The Urban Area Security Initiative grant program is administered by the City of Portland Bureau of Emergency Management (PBEM) and run through the Regional Disaster Preparedness Organization (RDPO) which consists of member organizations from Multnomah, Washington, Clackamas, and Clatsop counties as well as Clark county, Washington. The RDPO Steering Committee selected five investment areas to focus the UASI funds on based upon the UASI and State THIRAs as well as member input. Investment Justifications are as follows:

- Collaborative Regional Planning and Organization
- Interoperable Communications and Situational Awareness
- Regional Incident Response and Recovery
- Community and Citizen Preparedness
- Intelligence and Information Sharing

Projects funded through approval of the RDPO working groups, program committee and steering committee will further regional readiness through focus in the investment justification areas.

II. Budget

CBRNE Incident Response Vehicle	\$ 80,000	
CBRNE Logistic Support Equipment	\$ 273,200	
Detection Equipment	\$ 8,500	
Information Technology	\$ 580,000	
Other Authorized Equipment	\$ 73,719	
Power Equipment	\$ 130,000	
Planning	\$ 991,426	
Training	\$ 303,215	
Exercise	\$ 19,000	
Administration	\$ 120,000	
Total		\$2,579,060

EXHIBIT B

Federal Requirements and Certifications

I. General. Subrecipient agrees to comply with all federal requirements applicable to this Agreement, including without limitation financial management and procurement requirements and maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) regulations.

II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subrecipient certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (2 CFR 200.213).
- B. Standard Assurances and Certifications Regarding Lobbying.** Subrecipient is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352 and *New Restrictions on Lobbying* published at 55 Federal Register 6736 (February 26, 1990).
- C. Compliance with Applicable Federal Law.** Subrecipient agrees to comply with all applicable laws, regulations, program guidance, the Federal Government in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 2 CFR Part 200, including without limitation:
 - a. Using Grant Funds only in accordance with applicable cost principles described in 2 CFR Subpart E, including that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or the terms of federal awards or other reasons;
 - b. Subrecipient must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with 2 CFR 200.112. Conflicts of Interest must be disclosed in writing to the OEM within 5 calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.
 2. USA Patriot Act of 2001, which amends 18 USC §§ 175-175c.
 3. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
 4. False Claims Act & Program Fraud Civil Remedies, 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
 5. Whistleblower Protection Act, 10 USC §§ 2409 and 2324 and 41 USC §§ 4712, 4304 and 4310 requiring compliance with whistleblower protections, as applicable.
 6. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds. Any project cost allocable to this Agreement

may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons.

D. Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.

1. **Non-discrimination and Civil Rights Compliance.** Subrecipient, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq., as amended, and related nondiscrimination regulations in 6 CFR Part 21 and 44 CFR Part 7.
 - b. Title VIII of the Civil Rights Act of 1968, 42 USC § 3601, as amended, and implementing regulations at 6 CFR Part 21 and 44 CFR Part 7.
 - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12213.
 - d. Age Discrimination Act of 1975, 42 USC § 6101 et seq.
 - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
 - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.
 - g. If, during the past three years, Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Subrecipient must provide a letter certifying that all documentation of such proceedings, pending or completed, including outcome and copies of settlement agreements will be made available to OEM upon request. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Subrecipient, or Subrecipient settles a case or matter alleging such discrimination, Subrecipient must forward a letter to OEM summarizing the finding and making a copy of the complaint and findings available to OEM.
2. **Services to Limited English Proficient (LEP) Persons.** Subrecipient, and any of its contractors and subcontractors agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subrecipient must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

- F. Procurement of Recovered Materials.** Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery and Conservation Act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.
- G. SAFECOM.** If the Grant Funds are for emergency communication equipment and related activities, Subrecipient must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- H. Drug Free Workplace Requirements.** Subrecipient agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, 41 USC § 701 et seq., as amended, and implementing regulations at 2 CFR Part 3001 which require that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subrecipient must notify this office if an employee of Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.
- I. Human Trafficking (2 CFR Part 175).** Subrecipient must comply with requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 USC § 7104, as amended and 2 CFR § 175.15.
- J. Fly America Act of 1974.** Subrecipient agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.
- K. Activities Conducted Abroad.** Subrecipient agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- L. Acknowledgement of Federal Funding from DHS.** Subrecipient agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- M. Copyright.** Subrecipient shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subrecipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.

- N. Patents and Intellectual Property Rights.** Unless otherwise provided by law, Subrecipient is subject the Bayh-Dole Act, 35 USC § 200 et seq., as amended, including requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards, 37 CFR Part 401, and the standard patent rights clause in 37 CFR § 401.14.
- O. Use of DHS Seal, Logo and Flags.** Subrecipient agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- P. Personally Identifiable Information (PII).** Subrecipient, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.
- Q. Federal Debt Status.** Subrecipient shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement. See OMB Circular A-129 for additional information and guidance.
- R. Energy Policy and Conservation Act.** Subrecipient must comply with the requirements of 42 USC § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with the Act.
- S. Lobbying Prohibitions.** Subrecipient must comply with 31 USC §1352, which provides that none of the funds provided under an award may be expended by the subrecipient to pay any person to influence, or attempt to influence and 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 any Federal action concerning the award or renewal.
- T. Terrorist Financing.** Subrecipient must comply with US Executive Order 13224 and US law that prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Subrecipients to ensure compliance with the EO and laws

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subrecipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which Subrecipient is a Party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence, (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Subrecipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OEM may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OEM approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Subrecipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Subrecipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

Exhibit D

Information required by 2 CFR 200.331(a)

1. Federal Award Identification:
 - (i) Sub-recipient name (which must match registered name in DUNS): City of Portland
 - (ii) Sub-recipient's DUNS number: 054971197
 - (iii) Federal Award Identification Number (FAIN): EMW-2015-SS-00044-S01
 - (iv) Federal Award Date: August 13, 2015
 - (v) Sub-award Period of Performance Start and End Date: From October 1, 2015 to May 31, 2018
 - (vi) Amount of Federal Funds Obligated by this Agreement: \$2,579,060
 - (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement: \$3,119,009
 - (viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$2,731,227
 - (ix) Federal award project description: Urban Area Security Initiative plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities in the Portland regional area essential to achieving the National Preparedness Goal of a secure and resilient Nation.
 - (x)
 - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (b) Name of Pass-through entity: Oregon Military Department, Office of Emergency Management
 - (c) Contact information for awarding official: Dave Stuckey, Director, PO Box 14370, Salem, OR 97309-5062
 - (xi) CFDA Number and Name: 97.067 Homeland Security Grant Program
Amount: \$6,837,000
 - (xii) Is Award R&D? No
 - (xiii) Indirect cost rate for the Federal award: 0%
2. Subrecipient's indirect cost rate: 0%

Final: Approved at April 11, 2012 Steering Committee Meeting

Standard Operating Procedure Urban Areas Security Initiative (UASI) Program Management Under the Regional Disaster Preparedness Organization (RDPO)

The Portland Urban Area (PUA) includes the City of Portland, Clackamas, Columbia, Multnomah and Washington Counties in Oregon, and Clark County in Washington. The federal Urban Areas Security Initiative (UASI) was established in 2003 and awarded grant funds to the PUA to enhance the regional capability to prevent and reduce its vulnerability to a range of hazards.

The Regional Disaster Preparedness Organization (RDPO) serves as the Urban Area Working Group (UAWG), the governance structure to set direction and oversee implementation of the UASI Program in the PUA. The fiscal agent for the Portland UASI Program is the City of Portland and the assigned Point of Contact (POC) is the Director of the Portland Bureau of Emergency Management (PBEM).

These standard operating procedures govern the coordination, development and implementation of all UASI program initiatives.

I. Composition, Roles and Responsibilities

The RDPO/UAWG is comprised of six organizational components:

- Policy Committee (PC)
- Steering Committee (SC)
- Program Committee (PrC)
- Grants and Finance Committee (GFC)
- Working Groups (WG)
- Grant Administrator/Point of Contact (GA/POC)

A. Policy Committee (PC) — Composition includes 17 elected officials: one representative from each of the five counties, the City of Portland, Metro, and 10 Cities (two per county). The PC is responsible for:

- Endorsing and supporting the Portland Urban Area Homeland Security Strategy (PUAHSS) and priorities, as developed by the Steering Committee.
- Providing political leadership to develop and pursue regional disaster preparedness policies and future vision for the PUA influenced in part by the UASI grant program outcomes and experience (e.g., Program Review).
- Providing oversight to the UASI evaluation process to determine the effectiveness and impact of the UASI program in meeting its goals and objectives.
- Advising on issues brought forward by the Steering Committee.

B. The Steering Committee (SC) — Composition includes up to 18 executive level members: one representative from each of the five counties and the City of Portland, the Chair of the PrC, one representative each for law enforcement, fire/EMS, public

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safety communications, and public health, two representatives for public works and up to five at-large representatives (private and non-profit sector representatives, as well as additional public sector representation). The SC is responsible for:

- Informing the PC on UASI grant matters.
- Reviewing, managing and updating the RDPO strategy and PUAHSS, as needed.
- Adopting and maintaining grant management policies and procedures.
- Providing the PrC with strategic direction (priorities) for project development and funding allocations.
- Giving final approval of grant applications.
- Ensuring grant funds are utilized strategically, efficiently and effectively (i.e., maximum program impact, sound utilization of resources).
- Approving reallocation and reprogramming requests that involve a major change of scope from the original project or an entirely new project of \$20,000 or more.
- Resolving grant issues forwarded by the PrC.

C. The Program Committee (PrC) — Composition includes the chairs of the WGs or their designees. The PrC is responsible for:

- Vetting project proposals from all WGs for applications and reprogramming processes.
- Determining the package of projects and initiatives to recommend to the SC for approval—i.e., inclusion in the UASI grant application (new funding cycle).
- Making decisions on funding allocations, reallocations and reprogramming requests greater than \$10,000.
- Implementing the RDPO strategy and PUAHSS.
- Providing progress reports to the SC.

D. Grants and Finance Committee (GFC) — Composition includes one representative each from the City of Portland's Office of Management and Finance, PBEM grants and finance and the Oregon State Administrative Agency (SAA), and two to three selected regional staff representatives. The GFC is responsible for:

- Ensuring that all proposals align with the RDPO strategy and the PUAHSS.
- Reviewing all project proposals for compliance with regional, state and federal program guidance.
- Reviewing all budgets for compliance with city, state and federal requirements.
- Providing financial expenditure reports, including grant burn rates, to the Program Committee, Steering Committee, et al. (Note: the GFC Chair will provide support on questions of a financial data or compliance nature.)
- Making decisions on funding allocations less than \$10,000.

E. Work Group (WG) — Composition includes representatives from all interested/participating jurisdictions/disciplines. Some WGs are discipline focused while others may be capability or project focused. The WGs are responsible for:

- Developing project proposals for recommendation to the PrC.
- Managing projects.
- Providing progress reports to the PrC and GFC.
- Implementing the RDPO strategy and PUAHSS.

- F. Grant Administrator/Point of Contact (GA/POC)** — The UASI GA/POC represents the fiscal agent, the City of Portland, and is responsible for communication and coordination with the SAA, Oregon Emergency Management (OEM). The GA/POC does not have decision-making authority over the contents of grant applications, including which projects are contained within, but is responsible for ensuring grant compliance and sound fiduciary performance. Specifically, the GA/POC is responsible for:
- Liaising between the RDPO and the SAA on all UASI matters, and submitting proposals and reports to the SAA.
 - Supporting the Grants and Finance Committee in the discharge of its duties.

II. Decision Making Process

- A. Decisions are made using a consensus model that assumes all members can and will support decisions made by the group.
- B. Before a committee/group decision is considered final, the chair of the committee/group tests consensus by asking if any member is unable to support the decision.
- C. If consensus cannot be reached, a vote occurs. Each member in attendance is entitled to one vote. WG co-chairs must select one person to represent their working group's vote on the PrC. (Additional details for each committee/group are available in their specific SOPs).
- D. The decision whether or not to vote on an issue is generally at the discretion of the chair. However, any member may request a vote.
- E. The results of the vote are documented in the notes from the meeting.
- F. In some situations, it may not be possible to hold a meeting to decide an issue. For example, a decision on a grant application may require a quick assessment to meet a deadline. In these cases, group members may be asked to vote by other means such as an online survey or email. When a vote is taken in this manner the chair shares the results of the vote – and how each member voted –with the committee/group members.

III. Funding Methodology

A. Background

1. UASI grant funds are awarded by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) on an annual basis.
2. The awards are made based on applications consisting of investment justifications (initiatives) submitted by the PUA. Each investment justification represents one or more related projects.
3. All projects must be supported by the Portland Urban Area Homeland Security Strategy (PUAHSS) and be consistent with the purpose and specific requirements of the UASI grant program.
4. All UASI grant sub-recipients are bound by contracts or intergovernmental agreements that require compliance with all grant terms and conditions.
5. Awarded grant funds are managed by the RDPO/UAWG consistent with investment justifications.

6. Grant funds may be reallocated or reprogrammed to other projects (new or existing), when appropriate, if the projects are consistent with the PUA's investment justifications, support the PUAHSS and are approved by the RDPO/UAWG and, when required, the State Administrative Agency (SAA).

B. Guiding Principles

1. All WGs and standing committees have equal access and opportunity to seek UASI grant funding.
2. All jurisdictions that seek funding through the UASI grant program must be National Incident Management System (NIMS) compliant.
3. Projects that provide multi-jurisdictional or multi-disciplinary benefit are given preference over single agency or single jurisdiction requests.
4. Whenever possible, projects should provide regional benefit by reducing risk, developing/supporting regional plans or developing/enhancing regional capabilities.
5. As the UASI administrative agency, all questions to state or federal government partners about the eligibility of grant-funded projects or items shall be coordinated by PBEM.
6. All projects are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review. No funds will be allocated to or expended on a project until the required EHP review has been completed and approved.

C. Allocation Process

1. Annual Grant Application and Award
 - a. Steering Committee
 - i. Develops priorities for the annual application (investment justifications) based on the grant guidance, the RDPO Strategy, the PUAHSS, and ongoing initiatives and projects.
 - ii. Develops the application timeline and assigns work to ensure completion of the application by the grant submission deadline.
 - iii. Reviews and approves the application (narrative and budget) prior to submission to the SAA and DHS/FEMA.
 - b. Program Committee
 - i. Vets all project proposals based on their benefit to the region, linkage to the PUAHSS and ability to be completed during the grant performance period.
 - ii. May develop proposals (including a narrative and budget) for projects that overlap multiple WGs or for which there is no responsible WG.
 - iii. Decides which projects and associated funding levels will be recommended to the SC for inclusion in the application.
 - iv. Works with the GFC and regional staff to draft investment justifications for submittal to the SC.

- v. Following the grant award, adjusts the budget if necessary and submits it to the SC and GFC for review and submission to the SAA.
- c. WGs/Standing Committees
 - i. Develop and prioritize committee or discipline-specific project proposals, including project descriptions and budgets.
 - ii. Work with other WGs/standing committees to develop capability-specific project proposals including project descriptions and budgets.
 - iii. Submit project proposals to the PrC for consideration.
 - iv. Following final grant award and budget approval by the SAA, develop more detailed budgets and submit them to the GFC for review and approval.
- d. UASI Regional Staff
 - i. Support the WGs/standing committees with development of project proposals.
 - ii. Work with the GFC to confirm the grant eligibility of project proposals before submittal to the PrC.
 - iii. Draft investment justifications consistent with PrC and SC tasking.
 - iv. Combine individual investment justification budgets into a draft overarching budget for the GFC to review.

D. Reallocation/Reprogramming Processes

1. Process for a funding reallocation request with no major change to the original project scope (funds added to an approved project or moved from one approved project to another approved project):
 - a. WGs identify budget shortfalls and overages and complete amendment forms to request administrative movement of funds from one budget line to another based on project requirements and activity.
 - b. The GFC acts on reallocation requests with no major change of scope under \$10,000. The GFC submits reallocation requests of \$10,000 or greater to the Program Committee for consideration.
 - c. The Program Committee takes action on reallocation requests of \$10,000 and above.
 - d. The GA/POC submits approved reallocation requests above \$10,000 to the SAA for approval.
2. Process for a funding reallocation requests with a major change to the original project scope (a request is made to use funding for a purpose other than originally approved or a new project is proposed outside of the regular reprogramming process):
 - a. WGs identify budget changes that are a result of a new project proposal or a change of scope to the originally approved project.

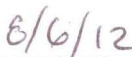
- b. The GFC vets the proposal to ensure the project is eligible and the budget is accurate. The GFC also reviews for compliance with city, state and federal requirements. The GFC submits allowable proposals to the PrC for review and approval.
 - c. The PrC takes action on reallocation requests below \$20,000 and submits requests above \$20,000 to the SC for review.
 - d. The Steering Committee notifies the GFC of approved/denied requests.
 - e. The GA/POC submits approved reallocation requests above \$10,000 to the SAA for approval.
3. Process for reprogramming grant funding (the reassignment of funds to a newly identified project consistent with the investment justification):
- a. PrC Chair calls for all WGs to submit reprogramming project proposals and detailed budgets.
 - b. The PrC reviews and acts on the reprogramming proposals and prioritizes approved proposals for funding. Regional staff provides support in the tracking of these projects and in completing and maintaining paperwork.
 - c. The GFC reviews all projects for eligibility and budgets for accuracy.
 - d. The PrC submits a summary report of the recommended proposals to the SC for review and approval.
 - e. The GA/POC submits reprogramming requests approved by the SC to the SAA for final approval.

Adopted: April 11, 2012

Approved: April 11, 2012




Steering Committee Chair



Date



Steering Committee Vice-Chair



Date



March 31, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order Approving an Extension of the Cable Television Franchise with Comcast of Oregon II, Inc., Comcast of Tualatin Valley, Inc., and Comcast of Illinois/Ohio/Oregon, LLC

Purpose/Outcome	Extend current cable television franchises to allow time for evaluation and negotiations.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	Effective March 31, 2016 through September 30, 2016
Previous Board Action/Review	The franchise was approved by the BCC in February 2010, and extended in March 2015 and October 2015 for 6 month periods per extension.
Strategic Plan Alignment	Building trust through good government.
Contact Person	Gary Schmidt, Public and Government Affairs, 503-742-5908
Contract No.	N/A

BACKGROUND:

Comcast of Oregon II, Inc., Comcast of Tualatin Valley, Inc. and Comcast of Illinois/Ohio/Oregon, LLC. (Comcast collectively) Cable Franchise Permit Agreements will expire on March 31, 2016, but the respective contracts have continued under the same terms and conditions pursuant to applicable law unless and until the County issues a termination of franchise notice. Comcast is currently serving over 20,000 subscribers in unincorporated areas of Clackamas County and the County is currently negotiating a renewal of the cable franchises with Comcast.

This extension, if granted, would not affect either party's rights in the renewal process and includes a provision to preserve the County's right to retroactive PEG funding negotiated in the renewal. The County will evaluate Comcast's legal, technical and financial qualifications to operate the cable system, as well as the community's needs, in its determination of whether to renew the franchise and on what terms and conditions.

This cable franchise agreement extension has been reviewed and approved by County Counsel.

Page 2
Staff Report - Comcast Extension
March 31, 2016

RECOMMENDATION:

Staff respectfully recommends the Board approve the extension of the franchise permit agreements to assure that the terms of the current franchise agreements continue to be met through September 30, 2016.

Respectfully submitted,

Gary Schmidt, Director
Public and Government Affairs

In the matter of approving an
Extension of the cable television
Franchise with Comcast of
Oregon II, Inc., Comcast of Tualatin
Valley, Inc., and Comcast of
Illinois/Ohio/Oregon, LLC

ORDER NO.

This matter coming before the Clackamas County Board of Commissioners at its regularly scheduled public meeting on March 31, 2016 to consider approving an extension of the cable television franchises with Comcast of Oregon II, Inc., an Oregon corporation, Comcast of Tualatin Valley, Inc., an Oregon corporation, and Comcast of Illinois/Ohio/Oregon, LLC, a Delaware limited liability company (collectively, the "Franchisees").

WHEREAS, Comcast of Oregon II, Inc., Comcast of Tualatin Valley, Inc., and Comcast of Illinois/Ohio/Oregon, LLC hold cable franchises with Clackamas County, each of which will expire on March 31, 2016 but the respective contracts have continued under the same terms and conditions pursuant to applicable law unless and until the County issues a termination of franchise notice; and

WHEREAS, County staff and representatives of the Franchisees began meeting in the fall of 2014 to negotiate open issues regarding the renewal of the applicable franchises; and

WHEREAS, the amount of time required to conclude negotiations and allow for public review of new franchise agreements will extend beyond the current expiration date; and

WHEREAS, it is in the public interest to extend the current franchises for an additional period of time to accommodate the renewal process and avoid a potentially unnecessary disruption of service to affected residents.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT the franchises granted to Comcast II of Oregon, Inc., Comcast of Tualatin Valley, Inc., and Comcast of Illinois/Ohio/Oregon, LLC shall be extended until and including September 30, 2016, and that all rights and obligations provided the parties under the franchise agreement shall remain in full force and effect during that period, including the rights of the parties under the Cable Communications Policy Act of 1992 and the Telecommunications Act of 1996. Neither Comcast nor the County shall assert any claim, denial or defense based upon the original expiration date of the Franchise Agreement, excepting therefrom that the County may assert in negotiations that any increase in PEG funding included in the new franchise agreement shall include the time period covered by this extension. This extension of franchises is explicitly conditioned upon written acceptance thereof by each of the Franchisees.

DATED THIS _____ DAY OF MARCH, 2016.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



Gary Barth
Director

BUSINESS AND COMMUNITY SERVICES

Development Services Building
150 Beaver Creek Road Oregon City, OR 97045

March 31, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Oregon State Marine Board Facility Grant Cooperative Agreement
Facility Grant No. 1540 – Hole in the Wall Boating Improvements

Purpose/Outcomes	Provides for the pass through of Oregon State Marine Board Grant Funds from County Parks to Portland General Electric for the construction of a non-motorized boat launch facility on US Forest Service property along the upper Clackamas River.
Dollar Amount and Fiscal Impact	\$19,000
Funding Source	Oregon State Marine Board
Duration	March 31, 2016 – March 31, 2036
Previous Board Action	PGE Two Party Cooperative Agreement - BCC approval on March 24, 2016
Strategic Plan Alignment	1. Build Public Trust Through Good Government 2. Honor, Utilize, Promote and Invest in our Natural Resources
Contact Person	Rick Gruen, County Parks & Forest Manager – 503-742-4345
Contract No.	N/A

BACKGROUND:

Clackamas County Parks (CCP) and Portland General Electric (PGE) collaborated on an Oregon State Marine Board (OSMB) grant application to secure funds for the construction of a non-motorized boat launch facility on US Forest Service property known as Hole in the Wall along the upper Clackamas River. OSMB approved the application from CCP to serve as the fiscal agent for the project. Facility Grant Cooperative Agreement No.1540 awards \$19,000 to CCP for launch improvements at the site. PGE will manage the project. CCP and PGE will work cooperatively on reporting requirements for reimbursement of expenditures.

On March 24, 2016 the BCC approved a Two Party Cooperative Agreement that recognizes the transfer of funds, responsibility and long term management of the project from CCP to PGE as part of the Facility Grant No. 1540 award. OSMB and US Forest Service are in agreement with this action. The Hole in the Wall facility, when complete, will provide a much needed upper river access point for non-motorized boaters and other river recreation users.

County Counsel has reviewed and approved the language of this Facility Grant Cooperative Agreement.

RECOMMENDATION:

Staff recommends the Board approve OSMB Facility Grant No. 1540 – Hole in the Wall Boating Improvement Cooperative Agreement and delegate signature authority to Business and Community Services Director, Gary Barth.

Respectfully submitted,

Gary Barth, Director
Business and Community Services Director

**STATE MARINE BOARD
FACILITY GRANT COOPERATIVE AGREEMENT
FACILITY GRANT NO. 1540 – HOLE IN THE WALL BOATING IMPROVEMENTS**

This Agreement is entered into by and between the State of Oregon, acting by and through its State Marine Board, hereinafter called the “Board,” and Clackamas County, hereinafter called the “Recipient”, each a “Party” and, together, the “Parties”.

RECITALS

The Board and the Recipient are authorized under ORS Chapter 190 to enter into cooperative agreements.

The Board is authorized to provide grants for boating facility projects under ORS 830.150 and

The Board has sufficient facility grant funds available within its current biennial budget and has authorized expenditure on the Recipient’s Project as defined below, and

The Recipient agrees to comply with Boating Facility Grant Program rules in OAR 250-014 and other Board adopted policies and procedures, and

The purpose of this Agreement is to set forth the obligations of both Parties in the development of recreational boating facilities at *Hole in the Wall* for the development and construction, of a boat rail slide, single car and boat trailer parking and vault toilet, hereinafter called the “Project,” as described in the Recipient’s Facility Grant Application (*FG#1540*) and Staff Report to the Board. With this reference, the Facility Grant Application and Staff Report are made part of this Agreement. If a conflict exists between the Facility Grant Application, Staff Report and this Agreement, the Agreement will govern.

NOW, THEREFORE, the Board and the Recipient agree to the following:

I. BOARD COVENANTS

1. Grant Funds. Upon approval by its governing body, the Board shall provide grant funds in the amount of \$19,000 in dedicated state boater funds to the Recipient to fund the Project. The Board shall not provide to the Recipient, and the Recipient shall not use any funds described in this section for administration, overhead, or indirect costs whether or not related to this Agreement.
2. Payments. After the Recipient awards the contract for the Project, and activities commence, the Board shall, upon receipt of the Recipient’s request for reimbursement and appropriate documentation all in form and substance satisfactory to the Board, disburse funds to the Recipient in accordance with Section III.
3. Overpayment. In the event that the aggregate amount of the Board’s interim progress payments to the Recipient exceeds the allowable reimbursable costs of the Recipient for the Project, the Recipient agrees to refund to the Board the amount paid in excess of such allowable expenses within thirty (30) days of final billing by the Recipient or the Project Completion Date, whichever is earlier.

4. Disallowed Costs. The Recipient agrees that payment(s) made by the Board under this Agreement shall be subject to offset or reduction for any amounts previously paid hereunder that are found by the Board not to constitute allowable costs under this Agreement based on the results of an audit examination. If such disallowed amount exceeds the payment(s), the Recipient shall pay the Board the amount of such excess within 30 days after written notice of disallowed costs is provided by the Board,
5. Cost Savings. Any cost savings realized on the Project shall be prorated between the parties based on the percentage of their respective cash contributions as set forth in Section I.1. and Section IV.1.
6. Board Principal Contact: A Party may designate a new authorized principal contact by written notice to the other Party.

Name/Title: Janine Belleque Boating Facilities Manager

Address: PO Box 14145, 435 Commercial St. NE, Salem, OR 97309-5065

Phone/Email: (503) 378-2628 janine.belleque@state.or.us

II. TERM; PROJECT COMPLETION; PROJECT OWNERSHIP

1. Term. The term of this Agreement shall begin upon the Effective Date and continue for twenty (20) years after the date of Project completion or the date of final payment issuance, whichever is later. The Effective Date is the date that the last party to sign this Agreement has duly executed this Agreement and all required approvals have been obtained.
2. Project Completion. The Project shall be completed, and final billing for the Project shall be submitted to the Board, on or before June 30, 2017. Unless approved in writing, the Board shall not be obligated to disburse any payments after this date.
3. Project Ownership. The Board acknowledges and agrees that the Project is the exclusive property of the Recipient. The Board is neither responsible nor liable in any manner for the construction, operation or maintenance of the Project.
4. Boating Facility Operation. If the Board and the Recipient have entered into other grant agreement(s) for boating facilities, including but not limited to, restrooms, docks, boat ramps, then Recipient shall continue to operate those boating facilities for the duration of this Agreement, even if the terms of the other grant agreement(s) have expired.

III. CONDITIONS TO DISBURSEMENT

1. Conditions Precedent to Any Reimbursement. The Board shall not be obligated to disburse any of the grant funds to reimburse the Recipient for Project costs hereunder unless the Board has received from the Recipient:
 - a. Prior to Project bid advertisement or construction, the final architectural and engineering plans, specifications, and cost estimate(s) for the Project, the plans, specifications and estimates to be in form and substance satisfactory to the Board;

- b. Prior to Project construction a copy of all required, federal, state and local permits or approvals for the Project; and
 - c. A copy of the contractor's, vendor's or supplier's bid pricing, unless the Recipient is completing the Project; and
 - d. Reimbursement Requests must be submitted on the approved Board form along with all supporting documentation. Reimbursements shall be prorated between the parties based on the percentage of their respective cash contributions as set forth in Section I.1. and Section IV.1.
2. Conditions Precedent to Partial Progress Payment(s). The Board shall not be obligated to make partial progress reimbursement payment(s) hereunder until supporting documentation of the percentage of Project completion has been received, reviewed and approved by the Board. In no event shall the Board disburse more than ninety percent (90%) of the amount indicated in Section I.1. as progress payments.
3. Conditions Precedent to Final Payment. The Board shall not be obligated to make final payment hereunder until the following have been completed or supplied:
- a. Supporting documentation in form and content determined by the Board, has been received reviewed and approved by the Board; and
 - b. Recipient provides a minimum of three photographs detailing the completed work. One photo must be of the installed sign crediting the Board with funding the Project; and
 - c. Inspection and approval of the Project by the Board; and

IV. RECIPIENT COVENANTS

- 1. Project Timeline. The Recipient is responsible for maintaining the project timeline for all dates and activities outlined as the Recipient's responsibility as identified in Attachment "A".
- 2. Matching Cash Funds. The Recipient shall contribute the total sum of \$75,960 in cash from Portland General Electric and the Recipient as described in the Staff Report.
- 3. Matching Non-cash Resources. The Recipient shall contribute the total sum of \$30,000 in administration and permit fees and \$26,000 in pre-agreement costs. These are non-reimbursable items.
- 4. Construction. The Recipient shall award, and monitor the contractor's performance under the construction contract in such a manner as to insure compliance with Project plans and specifications. The Recipient must notify the Board immediately of any proposed change in Project design, cost modifications, proposed change orders or modification of scope. The Recipient shall be responsible for all costs associated with unauthorized changes or modifications unless otherwise specifically agreed to in writing by the Board.

5. Commercial and Other Uses.
 - a. For purposes of this section 4, Commercial Use means any activity on or affecting the Project that was not described in the Facility Grant Application or Staff Report, or not approved pursuant to Board Policy 93-06 or 93-02, where the Recipient
 - i. has financial profit as a goal,
 - ii. charges any fees or receives any benefit to provide services, supplies or goods, or
 - iii. allows third parties to charge any fees or receive any benefit to provide services, supplies or goods.
 - b. Commercial Use is prohibited.
 - c. Recipient must make an ordinance, rule, or other regulation to the effect that the Projects are for recreational boaters and not for swimmers, fishermen, divers, crabbers, or other non-recreational boating uses. Recipient must enforce its ordinance, rule, or other regulation.
 - d. If Project funded a pumpout or dump station in a marina or transient dock, the Recipient must include language in its moorage agreement requiring use of the pumpout and/or dump station if a boat has a holding tank or marine toilet.
 - e. Recipient must restrict use of the Project to only boats that comply with ORS 830.770 and 830.775.
6. Project Sign. The Recipient shall post in a conspicuous location at the site a sign identifying the Board's participation in the Project.
7. Public Access to Project. During the term of this Agreement the Recipient shall allow open and unencumbered public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence.
8. User Fees. Recipient shall notify and request written approval from the Board of any user fees charged to recreational boaters for the use of the improvements described herein throughout the term of this Agreement. Fees charged shall be reasonable and are subject to review and approval by the Board. If user fees are charged for the use of the completed Project, the Recipient shall maintain sufficient records and accounting procedures that demonstrate all of the gross income from the fees is used to defray direct operational costs (for example, maintenance and repair costs) for the Project. User fees may affect Maintenance Assistance Program, as described in OAR 250-14-004 eligibility on publicly owned and operated Projects.
9. Maintenance. The Recipient shall at all times be responsible for the maintenance and operation of the Project and related facilities during the term of the Agreement. This does not restrict the Recipient's ability to subcontract for the performance of maintenance and operation services. Such subcontractors would be subject to Section IV. 13, Indemnification by Subcontractors.
10. Payments. Recipient agrees to:
 - a. Make payment promptly as due to all contractors, subcontractors, vendors or any other

persons supplying labor or materials for the Project;

- b. All employers, including Recipient that employ subject workers as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements (unless inapplicable as a matter of federal law); and
- c. Not permit any lien or claim to be filed or prosecuted against the Board, due to any construction or maintenance activities at the Project.

11. Liabilities. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party 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. Either 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 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 with respect to the Third Party Claim.

With respect to a Third Party Claim for which the Board is jointly liable with the Recipient (or would be if joined in the Third Party Claim), the Board 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 the Recipient in such proportion as is appropriate to reflect the relative fault of the Board on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Board on the one hand and of the Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Board's contribution amount in any instance is capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Recipient is jointly liable with the Board (or would be if joined in the Third Party Claim), the Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Board in such proportion as is appropriate to reflect the relative fault of the Recipient on the one hand and of the Board on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Recipient on the one hand and of the Board 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. The Recipient'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.

12. Alternative Dispute Resolution. The Parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
13. Indemnification by Subcontractors. The Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
14. Compliance with Applicable Law. The Recipient agrees to comply with Boating Facility Grant Program rules OAR 250-014 and all applicable Board adopted policies and procedures. The Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement
15. Records Maintenance. The Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of the Recipient, whether in paper, electronic or other form that are pertinent to this Agreement in such a manner as to clearly document the Recipient's performance. The Recipient's accounting procedures shall provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls shall be established which are adequate to ensure that all expenditures reimbursed under this Agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of the Recipient whether in paper, electronic or other form that are pertinent to this Agreement, are collectively referred to as "Records"
16. Access. The Recipient acknowledges and agrees that the Board 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. The Recipient 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, the Recipient shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

17. Recipient Principal Contact: A Party may designate a new authorized principal contact by written notice to the other Party. The Recipient must notify the Board within 30 days if the point of contact changes.

Name/Title: Rick Gruen, Parks Director

Address: 150 Beaver Creek Rd, Oregon City, Or 97045

Phone/Email: 503-742-4345 rgruen@co.clackamas.or.us

V. TERMINATION; REMEDIES

1. Termination for Convenience. The Recipient may terminate this Agreement at any time upon thirty (30) days prior written notice to the Board; provided, however, that the Recipient shall, within thirty (30) days of such termination, reimburse the Board for all funds contributed by the Board to the Project; provided further that until the Recipient has fully reimbursed the Board for such funds, the Recipient shall comply with the terms hereof.
2. Termination Because of Non-Appropriation or Project Ineligibility. The Board, as provided in VI.3 Force Majeure, may modify or terminate this Agreement and at any time upon thirty (30) days prior written notice to the Recipient, may modify or terminate this Agreement if:
 - a. The Board fails to receive funding or allotments, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the allowable costs of the Project to be funded hereunder or should any state law, regulation or guideline be modified, changed or interpreted in such a way that the Project, or any portion of the Project, is no longer eligible for facility grant funds as described in ORS 830.150.
 - b. In the event insufficient funds are appropriated for the payments under this Agreement and the Recipient has no other lawfully available funds, then the Recipient may terminate this Agreement at the end of its current fiscal year, with no further liability to the Board. The Recipient shall deliver written notice to the Board of such termination no later than thirty (30) days from the determination by the Recipient of the event of non-appropriation. The Board shall pay for all authorized Project costs expended up to the date of written notice of termination.
3. Termination for Default. The Board, at any time upon thirty (30) days prior written notice of default to the Recipient, may modify or terminate this Agreement if:
 - a. The design, permitting, or construction of the Project is not pursued with due diligence; or
 - b. The Recipient's fee simple title to or other interest in the construction sites or Project is not sufficient, legal and valid; or
 - c. The construction of the Project is not permissible under federal, state, or local law; or
 - d. The Recipient, does not abide by the nondiscrimination and affirmative action provisions of this Agreement; or

- e. The Recipient, without the prior written approval of the Board, uses the funds provided by the Board hereunder to build any project other than the Project described in the final architectural and engineering drawings approved by the Board; or
 - f. The construction is not completed in a good and workmanlike manner or fails to comply with any required permits; or
 - g. During the term of this Agreement, the Recipient fails to perform any obligation or requirement of this Agreement, or conveys the Project or the Project property or any part thereof or converts the use of the Project or the Project property to a use that precludes free and unencumbered recreational public boating access.
 - h. The Recipient defaults under any other agreement between Recipient and Board.
4. Rights and Remedies. The Recipient shall, within thirty (30) days of its receipt of a notice of default, reimburse the Board for all funds contributed by the Board to the Project. Further, the Board shall have any and all rights and remedies available at law or in equity.

VI. GENERAL PROVISIONS

1. No Duplicate Payment. The Recipient shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party.
2. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or otherwise amended, except by written agreement by the Parties.
3. Force Majeure: Neither the Board or the Recipient is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, natural causes, or war which is beyond either Parties 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. The Board may terminate this Agreement upon written notice to the Recipient after reasonably determining that failure or delay will likely prevent successful performance of this Agreement.
4. Persons Not to Benefit. No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall be admitted to any share or part of this Agreement or derive any financial benefit that may arise therefrom.
5. Intended Beneficiaries. The Board and Recipient 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.

6. Tax Compliance. By signature on this Agreement for Recipient, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Recipient and that Recipient is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), 403.200 to 403.250 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber and Forest Land Taxation) and 323 (Cigarettes And Tobacco Products) and the elderly rental assistance program under ORS 310.630 to 310.706 and any local taxes administered by the Department of Revenue under ORS 305.620.
7. Assignment and Successors in Interest. The Recipient may not assign or transfer its interest in this Agreement without the prior written consent of the Board and any attempt by the Recipient to assign or transfer its interest in the Agreement without such consent will be void and of no force or effect. Board's consent to the Recipient's assignment or transfer of its interest in this Agreement will not relieve the Recipient 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.
8. Severability. The Board and the Recipient 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 shall 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 provisions held to be invalid.
9. Notice. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder relating to this Agreement must be given in writing by personal delivery, facsimile, email or, postage prepaid mail, to the Board or the Recipient 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 Agreement Section. 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.
10. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.
11. Governing Law; Venue; 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 Board or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County 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. RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

12. Merger Clause; Waiver. The 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.

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

BOARD:
State of Oregon, acting by and through its
State Marine Board

RECIPIENT:
Clackamas County Parks

By: _____

By: _____

Scott Brewen

Gary Barth

Title: Director

Title: Director

Date: _____

Date: _____

Telephone: (503) 378-2619

Telephone (503) 742-4299

Fax No: (503) 378-4597

Fax No: (503) 742-4420

Address: PO Box 14145,

Address: 150 Beaver Creek Road

Salem, OR 97309

Oregon City, OR 97045

Federal Employer Identification Number:

93-6002286

DUNS ID. No. 096992656

ATTACHMENT "A"
FACILITY GRANT NO. – 1540
HOLE IN THE WALL BOATING FACILITY IMPROVEMENTS

PROJECT TIMELINE

Responsibility	Date	Description
Recipient	Estimated July 2015	Solicit for bids-prepare documents, bid opening, evaluate responses, award contract and manage the process.
Recipient	Estimated early August 2015	Provide Board with a copy of bid document, bid results and awarded contract.
Recipient	Estimated August 2015	Consult with the Board if a pre-construction meeting is recommended.
Recipient	Estimated August 2015	Notify the Board when the boat slide is being installed.
Recipient	Estimated September 2015	Notify the Board when the Contractor has requested a final inspection
Recipient	Estimated October 2015	Receive contractor invoices, issue payment and request final reimbursement from the Board.
Board	Estimated November 2015.	Issue final reimbursement, close the grant and term of the grant begins.



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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 Tapani, Inc for the
SE Bell Avenue Improvement Project-Phase 2

Purpose/Outcomes	This contract will provide funding for construction of improvements on SE Bell Avenue between SE King Road and SE Brehaut Street
Dollar Amount and Fiscal Impact	The maximum contract value is \$2,197,961, which includes a contingency of \$50,000 in the event additional construction services are needed.
Funding Source	Clackamas County Development Agency: North Clackamas Revitalization Area Urban Renewal District – no County General Funds are involved.
Duration	The contract expires on July 15, 2017. Substantial completion is expected by July 15, 2016. The time frame is sufficient to fully complete the project.
Previous Board Action	The Board of County Commissioners previously approved the Agency budget, which includes funding for this project.
Strategic Plan Alignment	Ensure Safe, Healthy and Secure Communities Build a Strong Infrastructure
Contact Person	Ken Itel, Senior Project Planner, Clackamas County Development Agency – 503-742-4324
Contract No.	N/A

BACKGROUND:

The Development Agency is preparing to construct the second phase of improvements to SE Bell Avenue. The project is being funded by the Development Agency through the North Clackamas Revitalization Area urban renewal district. A primary goal of the NCRA Plan is to improve substandard streets and increase connectivity throughout the plan area. The improvements to SE Bell Avenue meet this goal. The Agency conducted a public outreach process, which included a series of open houses, to obtain input from area residents on prioritizing street improvement projects. SE Bell was identified by residents as one of the top priorities.

The project provides roadway and storm drainage improvements to SE Bell Avenue between SE King Road and SE Brehaut Street. Work includes, but is not limited to, new asphalt, construction of new sidewalks and accessible ramps, replacement of substandard sidewalks and ramps, and installation of curbs, storm sewer pipes and drainage swales. Phase 1 included construction of a retaining wall and sidewalk on the west side of Bell at the SE King intersection, the installation of accessible ramps, and the replacement of a substandard traffic signal pole.

A request for bids was advertised and seven bids were received by the February 24th deadline. The lowest responsive bidder was Tapani, Inc., with a bid of \$2,197,961. The contract was reviewed and approved by County Counsel. The Development Agency will oversee construction and administer the contract.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve and sign the contract with Tapani, Inc. for construction of the SE Bell Avenue Improvement Project-Phase 2.

Respectfully submitted,

Dan Johnson, Manager
Development Agency

Placed on the _____ Agenda by the Purchasing Division