



AGENDA *REVISED

Moved Housing Authority to the beginning of Agenda and added language to the title of IV.1

Thursday, April 2, 2015 - 10:00 AM **BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2015-28

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

***I. HOUSING AUTHORITY CONSENT AGENDA**

1. Approval of Resolution No. 1909 – Housing Authority Fiscal Year 2016 Annual and Five Year Plan

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

1. Presentation of National County Government Month and Planned Outreach (Tim Heider, Public & Government Affairs)

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 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. _____ Amending the Clackamas County Code to add Chapter 8.09 Establishing Time, Place and Manner Regulations for Medical Marijuana Dispensaries **and Declaring an Emergency** (Dan Chandler, County Administration, Nate Boderman, County Counsel)

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

A. Health, Housing & Human Services

1. Approval of a Construction Contract with North Pacific Construction for the Beaver Creek Health Clinic Remodel Project in Oregon City – *Housing and Community Development*

B. Department of Transportation & Development

1. Approval of a Special Public Works Fund Financing Contract with Oregon Infrastructure Finance Authority for the Design and Construction of Improvements to Last Road

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC
2. Approval of an Intergovernmental Agreement with the State of Oregon, Department of Human Services for Participating in Court Appearances and Related Activities in Juvenile Dependency Proceedings – District Attorney

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

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

www.clackamas.us/bcc/business.html



Richard Swift
Interim Director

April 2, 2015

Housing Authority of Clackamas County Board of Commissioners

Members of the Board:

Approval of Resolution #1909: Housing Authority Fiscal Year 2016 Annual & Five Year Plan

Table with 2 columns: Field Name and Description. Fields include Purpose/Outcomes, Dollar Amount and Fiscal Impact, Funding Source, Safety Impact, Duration, Previous Board Action, Contact Person, and Contract No.

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval of Resolution # 1909: Approval of the Housing Authority's Annual & Five Year Plan.

The Annual & 5-Year Plan will be effective July 1st, 2015. The purpose of the Plan is to provide 5-Year goals and objectives, and an annual update to HUD regarding the Housing Authority's policies, rules, and requirements concerning its operations, programs and services.

Per the requirements of the Quality Housing and Work Responsibility Act (QHWRA) of 1998, this Annual & Five Year Plan was developed in consultation with the Resident Advisory Board (RAB).

HACC published a public notice opening the Annual & 5-Year Plan for public review and comments from January 23rd, 2015 through March 10th, 2015. The Plan was made available at the HACC Administrative Office, HACC Property Management Offices, Clackamas County Oak Grove Library, and was posted on HACC's website.

Once the Board adopts the final version of the Annual & 5-Year Plan, including all attachments, it will be submitted to HUD. The plan is required to be submitted no later than April 16, 2015; at least 75 days before the beginning of our fiscal year (7/1/2015).

RECOMMENDATION:

Staff recommends that the HACC Board of County Commissioners approve Resolution #1909, and permit staff to submit the final version of the plan to HUD.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "R. Swift", is centered on a light gray rectangular background.

Richard Swift, Interim Director

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

**In the Matter of Approving the Housing
Authority's 2015-2020 Annual & 5-Year Plan
(Agency Plan), and related Certifications
and Attachments**

RESOLUTION NO.1909

WHEREAS, the Housing Authority of Clackamas County (HACC), Oregon has developed a streamlined 2015-2020 Annual & 5-Year Plan (Agency Plan) and

WHEREAS, the Agency Plan must be updated each year, and includes the following attachments: Capital Fund Program Annual and 5-Year Statements for grant funds received by U.S. Department of Housing and Urban Development (HUD) 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 13, 2015, and

WHEREAS, the Agency Plan and its attachments were advertised in the Oregonian for public review and comment from January 23, 2015 through March 10, 2015, 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 19, 2015. 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, 2015,

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 2 day of April, 2015

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

John Ludlow, Chair

Recording Secretary

Housing Authority of Clackamas County (HACC)

FY 2016 Annual Plan



**HACC Executive Director
Chuck Robbins**

Housing Authority of Clackamas County (HACC)

FY2016 Annual Plan

TABLE OF CONTENTS

STAFF REPORT 2-3

PUBLIC HEARING ADVERTISEMENT.....4

HUD FORM 50075 PHA ANNUAL & FIVE YEAR PLAN..... 5-12

ATTACHMENT A: SUMMARY OF HOUSING CHOICE VOUCHER ADMINSTRATIVE
PLAN POLICY CHANGES 13-14

ATTACHMENT B: ADMISSIONS AND CONTINUED OCCUPANCY
PLAN UPDATES..... 15

ATTACHMENT C: HOUSING NEEDS TABLE 16-17

ATTACHMENT D: STRATEGY FOR ADDRESSING HOUSING NEEDS..... 18-20

ATTACHMENT E: CAPITAL FUND PROGRAM ANNUAL STATEMENT..... 21-32

ATTACHMENT F: CAPITAL FUND PROGRAM FIVE-YEAR ACTION PLAN 33-37

ATTACHMENT G: REQUIRED CERTIFICATIONS 38-45

March 19, 2015

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Public Hearing on the Proposed 2015-2020 Housing Authority of
Clackamas County (HACC) Five-Year Plan

Purpose/Outcomes	A Public Hearing before the Housing Authority Board of Commissioners to review the past performance of the HACC, and to review the Proposed 2015-2020 HACC 5-Year Plan.
Dollar Amount and Fiscal Impact	\$12,805,483 for Section 8 Voucher funds, \$3,573,850 in Public Housing funds and \$880,000 in Capital Grants Program funds during FY 2016.
Funding Source	U.S. Department of Housing and Urban Development - No County General Funds are involved.
Safety Impact	N/A
Duration	Effective July 1, 2015 and terminates on June 30, 2020
Previous Board Action	2010-2015 Five-Year Plan approved by the HACC Board on April 8, 2010 – Resolution No. 1874
Contact Person	Chuck Robbins, Executive Director - (503) 655-8267
Contract No.	

BACKGROUND:

This hearing will satisfy a U.S. Department of Housing and Urban Development (HUD) requirement that the public be given an opportunity annually to review the performance of the Housing Authority of Clackamas County and comment on the goals and objectives of the 5-Year Plan. The Plan includes HACC's 5 year strategic goals, FY2016 HACC Annual Plan, Capital Fund Program (CFP) 5-Year Plan, and FY2016 CFP Annual Plan.

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

CFP funds are granted by HUD for the development, modernization, and management of Public Housing. Through the submission of the annual and 5-Year CFP Plans, HACC is applying for and seeking Capital Funds in the amount of \$880,000 for FY2016.

Per the requirements of the Quality Housing and Work Responsibility Act (QHWRA) of 1998, this Five-Year 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 13th, 2015 to review the Plan. HACC published a public notice opening the Five-Year Plan for public review and comments from January 23rd, 2015 through March 10th, 2015. The Plan was available at the HACC Administrative Office, HACC Property Management Offices, Clackamas County Oak Grove Library, and was posted on HACC's website.

The Public Hearing will consist of three parts:

- 1) A review of the past performance of the Housing Authority of Clackamas County;
- 2) A review of the Proposed 2015-2020 HACC 5-Year Plan; and
- 3) An open discussion period during which citizens may testify on the plan or HACC's programs and actions.

RECOMMENDATION:

Staff recommends that the HACC Board take the following actions:

- 1) Hold a Public Hearing to review past performance of the Housing Authority of Clackamas County and to review the proposed 2015-2020 Five-Year Plan;
- 2) Direct Housing Authority staff to make any changes necessary as a result of the Board's consideration of testimony to the Proposed Plan, and prepare for Board approval of the Final 2015-2020 Five-Year Plan; and
- 3) Place approval of the 2015-2020 Five-Year Plan on the HACC Board consent agenda for adoption at a special meeting scheduled for April 2, 2015.

Respectfully submitted,

Richard Swift, Interim Director

Attachments:

- Public Notice of the Public Hearing
- Proposed 2015-2020 5-Year Plan

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 19th, 2015 at 6pm. The Public Hearing is scheduled to cover the Housing Authority of Clackamas County's (HACC) Draft Fiscal Year 2016 Annual & Five Year Plan.

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.

The Public Meeting and Hearing will also include a review and opportunity to comment on the HACC Public Housing Capital Fund reports and grant expenditure requests.

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 504 Coordinator, Elizabeth Miller. 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.

The Draft Plan is available for review from January 23rd, 2015 through March 10th, 2015. 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, OR HACC's Hillside Manor Office at 2889 S.E. Hillside Court, Milwaukie, OR. HACC's Property Management offices are open Monday through Friday, 8:30 AM to 5 PM and the Administrative Building is open Monday through Thursday, 8 AM to 6 PM. 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 March 10th, 2015.



Housing Authority of Clackamas County (HACC)



FY 2016 Annual Plan

Effective Dates upon HUD Approval:

July 1st, 2015-June 30th 2016

PHA 5-Year and Annual Plan

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

**OMB No. 2577-0226
Expires 4/30/2011**

1.0	PHA Information PHA Name: <u>Housing Authority of Clackamas County</u> PHA Code: <u>OR001</u> PHA Type: <input type="checkbox"/> Small <input checked="" type="checkbox"/> High Performing <input type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>07/2015</u>					
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>545</u> Number of HCV units: <u>1630</u>					
3.0	Submission Type <input checked="" type="checkbox"/> 5-Year and Annual Plan <input type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only					
4.0	PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)					
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program	
					PH	HCV
	PHA 1:					
	PHA 2:					
	PHA 3:					
5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.					
5.1	Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: 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.					

5.2

Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.

- PHA Goal: Expand the supply of assisted housing. Objectives:
 - Apply for additional rental vouchers, as appropriate.
 - Reduce public housing vacancies.
 - Leverage private or other public funds to create additional housing opportunities.
 - Acquire or build units or developments.
- PHA Goal: Improve the quality of assisted housing. Objectives:
 - Maintain High Performer Status in public housing management.
 - Maintain High Performer Status in voucher management.
 - Improve welcoming environment.
 - Concentrate on efforts to improve specific management functions: geographic inspections, self certification of repairs, photos of inspections, paperless scanning and attaching of documents.
 - Renovate or modernize public housing units, as needed.
 - Demolish or dispose of obsolete public housing, as appropriate.
 - Provide replacement public housing, as available.
 - Provide replacement vouchers, as available.
- PHA Goal: Increase assisted housing choices. Objectives:
 - Provide voucher mobility counseling.
 - Conduct outreach efforts to potential voucher landlords, **working with Fair Housing Council.**
 - Increase voucher payment standards, as needed.
 - Convert public housing to vouchers through development projects, as appropriate and available.

HUD Strategic Goal: Improve community quality of life and economic vitality

- PHA Goal: Provide an improved living environment. Objectives:
 - Implement measures to de-concentrate poverty by bringing higher income public housing households into lower income developments: when reviews of projects and census tracts show that a concentration of poverty exists.
 - Continue to 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 developments or buildings for particular resident groups (elderly, persons with disabilities) as needed.
 - Other: (list below) Provide or attract social services for youth to succeed in school.

HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals

- PHA Goal: Promote self-sufficiency and asset development of assisted households. Objectives:
 - Increase the number and percentage of employed persons in assisted families.
 - Provide or attract supportive services to improve assistance recipients' employability.
 - Provide or 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.

HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans

- PHA Goal: Ensure equal opportunity and affirmatively further fair housing. Objectives:
 - Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability.
 - Undertake 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.
 - Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required.

6.0	<p>PHA Plan Update</p> <p>(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:</p> <p>Agency-Wide Updates</p> <ol style="list-style-type: none"> 1) The Housing Advisory Board is evaluating the development of additional affordable housing in Clackamas County. 2) HACC may submit a Move to Work (MTW) application in FY2015. 3) HACC may submit a Request for Proposal to encourage additional affordable housing that could include Shelter + Care, VASH Vouchers, or Project-Based Vouchers. <p>Housing Choice Voucher Updates</p> <ol style="list-style-type: none"> 1) HACC received renewed funding for 1.5 FTE FSS staffing. 2) HACC was awarded 15 additional VASH vouchers. 3) HACC may open the Housing Choice Voucher waiting list. 4) HACC plans to update the lease agreement. 5) See Attachment A for policy changes to its Administrative Plan. <p>Public Housing/Asset Management Updates</p> <ol style="list-style-type: none"> 1) HACC may open several Public Housing waiting lists. 2) HACC plans to update the lease agreement. 3) See Attachment B for policy changes to its Admissions and Continued Occupancy Policy (ACOP). <p>(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.</p> <ol style="list-style-type: none"> 1) Housing Authority Administrative Office, 13930 S Gain Street, Oregon City, OR 2) Housing Authority Clackamas Heights Property Management Office, 13900 S Gain Street, Oregon City, OR 3) Housing Authority Hillside Property Management Office, 2889 Hillside Court, Milwaukie, OR 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
7.0	<p>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. <i>Include statements related to these programs as applicable.</i></p> <p>Development Updates</p> <ul style="list-style-type: none"> • HACC completed renovation of the Easton Ridge Apartments in July 2014. The project converted to permanent financing in December 2014. The complex will operate as a Low Income Housing Tax Credit (LIHTC) property for the next 15 years. • HCD (Housing Authority of Clackamas County & Community Development) issued a RFP for housing development in FY2014. HCD 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. • 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. • HACC will increase rent at Easton Ridge by \$50/month. • HACC will evaluate and may proceed with a Physical Needs Assessment (PNA) of its Public Housing units. • HACC will explore opportunities of expending remaining disposition funds for the development of additional affordable housing. • HACC will submit an inventory removal application to HUD's Special Applications Center (SAC) in FY2015 for approval to sell a small corner of land at Oregon City View Manor for neighboring development.
8.0	<p>Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.</p> <p>N/A per 24 CFR Parts 903, 905, 941, <i>et al.</i></p>
8.1	<p>Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i>, form HUD-50075.1, for each current and open CFP grant and CFFP financing.</p> <p>See Attachment E: 12 pages</p>
8.2	<p>Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i>, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.</p> <p>See Attachment F: 5 pages</p>
8.3	<p>Capital Fund Financing Program (CFFP).</p> <p><input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.</p> <p>N/A</p>

9.0	<p>Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.</p> <p>See Attachment C: Housing Needs Table and Priority Housing Needs Table</p>
9.1	<p>Strategy for Addressing Housing Needs. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</p> <p>See Attachment D: Strategy for Addressing Housing Needs</p>
10.0	<p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.</p> <ul style="list-style-type: none"> • HACC will participate in the Clackamas County Homeless Council. In this capacity, HACC will apply and receive Continuum of Care funds for the Shelter plus Care program and the Jannsen Transitional Housing Program. • HACC will continue to work on homelessness in Clackamas County by participation in the Coordinated Housing Access program. • HACC achieved High Performer rating on its Section Eight Management Assessment Program (SEMAP). • HACC achieved High Performer rating in Public Housing. • HACC will use Easton Ridge property to further provide affordable housing. Easton Ridge currently accepts Section 8 Vouchers, Shelter + Care and VASH participants. • HACC will apply for and receive grant funding for 1.5 FTE for housing choice voucher family self-sufficiency coordinators. • HACC utilized 90-93% of its HCV Housing Assistance grant due to sequestration funding cuts. HACC plans to get to 95-100% lease-up. • HACC will maintain high occupancy rates in Public Housing at 98% or more in an effort to serve those on the waitlist as quickly as possible. • HACC establish a landlord newsletter and Semi-Annual Landlord Trainings. • HACC established higher payment standards for Lake Oswego and West Linn areas. • VASH Vouchers are at 100% lease up. • HACC is actively engaged in a multi-regional multi-state Workforce Grant to support PHA residents gain the life and employment skills necessary to attain self-sufficiency. HACC enrolled 67 participants and was only required to enroll 50. • HACC is actively engaged in a Mobility grant project involving four regional Housing Authorities and PSU to develop a toolkit for residents to use when they move. The toolkit is aimed at transportation education when deciding on a location to move to. • HCD (Housing Authority of Clackamas County & Community Development) issued a RFP for housing development in FY2014. HCD 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. <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"</p> <p>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.</p>
11.0	<p>Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</p> <p>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</p> <p>(g) Challenged Elements</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</p>

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 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the PHA of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 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.

Instructions form HUD-50075

Applicability. This form is to be used by all Public Housing Agencies (PHAs) with Fiscal Year beginning April 1, 2008 for the submission of their 5-Year and Annual Plan in accordance with 24 CFR Part 903. The previous version may be used only through April 30, 2008.

1.0 PHA Information

Include the full PHA name, PHA code, PHA type, and PHA Fiscal Year Beginning (MM/YYYY).

2.0 Inventory

Under each program, enter the number of Annual Contributions Contract (ACC) Public Housing (PH) and Section 8 units (HCV).

3.0 Submission Type

Indicate whether this submission is for an Annual and Five Year Plan, Annual Plan only, or 5-Year Plan only.

4.0 PHA Consortia

Check box if submitting a Joint PHA Plan and complete the table.

5.0 Five-Year Plan

Identify the PHA's Mission, Goals and/or Objectives (24 CFR 903.6). Complete only at 5-Year update.

5.1 Mission. A statement of the mission of the public housing agency for serving the needs of low-income, very low-income, and extremely low-income families in the jurisdiction of the PHA during the years covered under the plan.

5.2 Goals and Objectives. Identify quantifiable goals and objectives that will enable the PHA to serve the needs of low income, very low-income, and extremely low-income families.

6.0 PHA Plan Update. In addition to the items captured in the Plan template, PHAs must have the elements listed below readily available to the public. Additionally, a PHA must:

- Identify specifically which plan elements have been revised since the PHA's prior plan submission.
- Identify where the 5-Year and Annual Plan may be obtained 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 its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

PHA Plan Elements. (24 CFR 903.7)

- Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures.** Describe the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV and unit assignment policies for public housing; and procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists.

- 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.
- Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.
- Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance 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.
- Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.
- Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall 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.
- Community Service and Self-Sufficiency.** A description of: (1) Any programs relating to services and amenities provided or offered to assisted families; (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; (3) How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. (Note: applies to only public housing).
- Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (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.

9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.
10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and 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.
11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.
12. **Asset Management.** A statement of 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.
13. **Violence Against Women Act (VAWA).** A description of: 1) Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; 2) Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and 3) Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

7.0 Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers

- (a) **Hope VI or 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 HOPE VI or Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI, 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>
- (b) **Demolition and/or Disposition.** With respect to public housing projects owned by the PHA and subject to ACCs under the Act: (1) A description of any housing (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. 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
Note: This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed.
- (c) **Conversion of Public Housing.** With respect to public housing owned by a PHA: 1) A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or

that the public housing agency plans to voluntarily convert; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received under this chapter 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>

- (d) **Homeownership.** A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.
- (e) **Project-based Vouchers.** If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

8.0 Capital Improvements. This section provides information on a PHA's Capital Fund Program. With respect to public housing projects owned, assisted, or operated by the public housing agency, a plan describing the capital improvements necessary to ensure long-term physical and social viability of the projects must be completed along with the required forms. Items identified in 8.1 through 8.3, must be signed where directed and transmitted electronically along with the PHA's Annual Plan submission.

8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report. PHAs must complete the *Capital Fund Program Annual Statement/Performance and Evaluation Report* (form HUD-50075.1), for each Capital Fund Program (CFP) to be undertaken with the current year's CFP funds or with CFFP proceeds. Additionally, the form shall be used for the following purposes:

- (a) To submit the initial budget for a new grant or CFFP;
- (b) To report on the Performance and Evaluation Report progress on any open grants previously funded or CFFP; and
- (c) To record a budget revision on a previously approved open grant or CFFP, e.g., additions or deletions of work items, modification of budgeted amounts that have been undertaken since the submission of the last Annual Plan. The Capital Fund Program Annual Statement/Performance and Evaluation Report must be submitted annually.

Additionally, PHAs shall complete the Performance and Evaluation Report section (see footnote 2) of the *Capital Fund Program Annual Statement/Performance and Evaluation* (form HUD-50075.1), at the following times:

1. At the end of the program year; until the program is completed or all funds are expended;
2. When revisions to the Annual Statement are made, which do not require prior HUD approval, (e.g., expenditures for emergency work, revisions resulting from the PHAs application of fungibility); and
3. Upon completion or termination of the activities funded in a specific capital fund program year.

8.2 Capital Fund Program Five-Year Action Plan

PHAs must submit the *Capital Fund Program Five-Year Action Plan* (form HUD-50075.2) for the entire PHA portfolio for the first year of participation in the CFP and annual update thereafter to eliminate the previous year and to add a new fifth year (rolling basis) so that the form always covers the present five-year period beginning with the current year.

8.3 Capital Fund Financing Program (CFFP). Separate, written HUD approval is required if the PHA proposes to pledge any

portion of its CFP/RHF funds to repay debt incurred to finance capital improvements. The PHA must identify in its Annual and 5-year capital plans the amount of the annual payments required to service the debt. The PHA must also submit an annual statement detailing the use of the CFFP proceeds. See guidance on HUD's website at:

<http://www.hud.gov/offices/pih/programs/ph/capfund/cffp.cfm>

9.0 Housing Needs. Provide a statement of the housing needs of families residing in the jurisdiction served by the PHA and the means by which the PHA intends, to the maximum extent practicable, to address those needs. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).

9.1 Strategy for Addressing Housing Needs. 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. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).

10.0 Additional Information. Describe the following, as well as any additional information requested by HUD:

- (a) **Progress in Meeting Mission and Goals.** PHAs must include (i) a statement of the PHAs progress in meeting the mission and goals described in the 5-Year Plan; (ii) the basic criteria the PHA will use for determining a significant amendment from its 5-year Plan; and a significant amendment or modification to its 5-Year Plan and Annual Plan. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).
- (b) **Significant Amendment and Substantial Deviation/Modification.** PHA must provide the definition of "significant amendment" and "substantial deviation/modification". (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.)

(c) PHAs must include or reference any applicable memorandum of agreement with HUD or any plan to improve performance. (Note: Standard and Troubled PHAs complete annually).

11.0 Required Submission for HUD Field Office Review. In order to be a complete package, PHAs must submit items (a) through (g), with signature by mail or electronically with scanned signatures. Items (h) and (i) shall be submitted electronically as an attachment to the PHA Plan.

- (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*
- (b) Form HUD-50070, *Certification for a Drug-Free Workplace (PHAs receiving CFP grants only)*
- (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions (PHAs receiving CFP grants only)*
- (d) Form SF-LLL, *Disclosure of Lobbying Activities (PHAs receiving CFP grants only)*
- (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet (PHAs receiving CFP grants only)*
- (f) Resident Advisory Board (RAB) comments.
- (g) Challenged Elements. Include any element(s) of the PHA Plan that is challenged.
- (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report (Must be attached electronically for PHAs receiving CFP grants only). See instructions in 8.1.*
- (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan (Must be attached electronically for PHAs receiving CFP grants only). See instructions in 8.2.*

ATTACHMENT A

Summary of Housing Choice Voucher Administrative Plan Policy Changes: FY2016

	New Policy Summary	New Policy Language	Chapter
1	<p align="center">TEMPORARY ADDENDUM DOCUMENT</p> <p align="center">Renewal of Policy from 2013</p>	<p><i>On January 22, 2013, HUD issued Notice PIH 2013-03, allowing the PHA to adopted:</i></p> <ol style="list-style-type: none"> <i>1. Allow households to self-certify assets of \$5,000 or less.</i> <i>2. Allow optional streamlined annual reexaminations for elderly families and disabled families on fixed incomes.</i> <i>3. 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.</i> 	<p align="center">Addendum</p>
2	<p>Families will be denied admission into the HCV Program if they are found owing another PHA money or having been terminated by another PHA for program violations.</p>	<p><i>Any family member appears in HUD's Enterprise Income Verification (EIV) database system with debts owed to another PHA or has been terminated for program violations. Client's in EIV are placed in the database for 10 years or until debts are paid. Proof of payment from the PHA is needed for all debts owed to overturn a denial.</i></p> <p><i>Any family member appears in HAPPY owing any PHA money.</i></p>	<p align="center">Chapter 3</p>
3	<p>Families who lived in Clackamas County at time of application get served before other families who applied while living outside of the Clackamas County</p>	<p><i>The waiting list will be ordered by date and time of receipt of application, separated into three sections. The first section will be those families eligible for a preference as described below as 1-12 and will be maintained by time and date received. The second section will be those families whose initial application address is within Clackamas County. Families within this second section will carry the same weight except that preference will be given to elderly, disabled, or displaced single person families over other single person families. The third Section will be for all other families.</i></p>	<p align="center">Chapter 4</p>
4	<p>Orientations will be available On-Line</p>	<p><i>Briefings also referred to as Orientations will be conducted in group meetings or may be done through an on-line training.</i></p>	<p align="center">Chapter 5</p>
5	<p>Briefing Materials available On-Line as well as in class.</p>	<p><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></p>	<p align="center">Chapter 5</p>
6	<p>Voucher search time increased from 60-90 days with one 30 day</p>	<p><i>The initial voucher term will be 90 calendar days for all programs except VASH initial voucher term will be 120 calendar days.</i></p>	<p align="center">Chapter 5</p>

	extension allowed for good cause.	<i>Extensions will be limited to no more than one 30 day extension as outlined under Extension of Voucher Term below. HACC will not grant extensions on ports to other jurisdictions.</i>	
6	Utility Allowance Federally required change in policy	<i>The Utility Allowance for a family shall be the lower of: (1) the utility allowance amount for the family unit size; or (2) the utility allowance amount for the unit size of the unit rented by the family.</i>	Chapter 6
7	Inspections can be biennially instead of annually, done based on geographic location and not by annual recertification date, and photos may be taken at each inspection.	<i>HACC may conduct regular unit inspections every other year for all tenant-based HCV participants unless:</i> <ul style="list-style-type: none"> ○ <i>The family had two consecutive failed inspections in the last two years;</i> ○ <i>There is a concerning factor regarding inspections or unit status; or</i> ○ <i>Family lives in a unit owned or managed by a landlord or property management company with a concerning inspection history.</i> <i>As families are admitted onto the program, they may be placed on a biennially inspection schedule. Participated placed on a biennially schedule will remain on that schedule unless a concern arises, or HUD rules change, at which point they will be placed back on an annual schedule until the concern no longer exists. HACC may at any time take photo's of units while doing inspections and is strongly encouraged to do so by HUD. HACC is converting from Annual/Biennially inspections tied to Annual Recertification date to inspections based on geographic location. During the initial process, this may mean a client will get more than one inspection in a 12 month period.</i>	Chapter 8
9	Lease lengths may vary	<i>HACC prefers an initial lease term of at least one (1) year; however, it may approve a shorter initial lease term if the PHA determines that:</i> <ul style="list-style-type: none"> • <i>Such shorter term would improve housing opportunities for tenants;</i> • <i>Such shorter term is the prevailing local market practice; and</i> <i>A lease term of less than six (6) months must be approved in writing by the Housing Services Manager</i>	Chapter 9
8	Marijuana is defined as a Controlled Substance	<i>HACC shall apply the standard of illegally using a controlled substance as defined in the Controlled Substance Act 21 U.S.C. Section 81 et. Seq.</i>	Chapter 3 and 12 Denials and Terminations

ATTACHMENT B
Summary of Public Housing Policy Changes: FY2016

	Summary	Revised Language or Policy	Document
1	Update Contact Information	Executive Director listed: Trell Anderson Current Executive Director: Chuck Robbins, Executive Director	Lease: Section I-B
2	Late fee increase	Current late fee charge = \$25 Proposed late fee charge = \$50	Lease: Section III-B.1
3	Maintenance fee increase	Current Fee = \$23 per hour Proposed fee = \$40 per hour	Lease: Section III-E.1
4	Use of Marijuana	Insert: Smoking marijuana is strictly prohibited anywhere on property owned by HACC.	Lease: Section VI-Q.1
5	Review of lease	During the next program year staff will conduct a comprehensive review of the Public Housing Lease to determine other changes needed to ensure that the lease meets all current landlord/tenant regulations.	Lease: Entire document
6	TEMPORARY ADDENDUM DOCUMENT Renewal of Policy from 2013	On January 22, 2013, HUD issued Notice PIH 2013-03, allowing the PHA to adopt: 1. Allow households to self-certify assets of \$5,000 or less. 2. Allow optional streamlined annual reexaminations for elderly families and disabled families on fixed incomes.	ACOP: Chapter 16
7	Prohibition of growing marijuana on public housing property	Oregon Measure 91 which was passed will be expected promulgated on July 1 st , 2015. This new law will allow for the growing, possession and use of recreational marijuana. Because public housing is a federal program and public housing authority real property is regulated under the federal law, HACC will prohibit growing, possessing or using marijuana under the, "Controlled Substance Act (CSA), 21 U.S.C. Section 801 et. Seq.". This act categorizes marijuana as a Schedule 1 substance and therefore the manufacture, distribution, or possession of marijuana is a federal criminal offense. HACC shall apply the standard of illegally using a controlled substance as defined in the Controlled Substance Act 21 U.S.C. Section 81 et. Seq.	ACOP: Section 3-III.B.

Attachment C Housing Needs Table

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	4,109	100%
Section 8 Waiting List	1,387	34%
Public Housing Waiting List	2,722	66%
Extremely Low Income <= 30% of AMI	3,528	86%
Very Low Income <= 50% of AMI	460	11%
Low Income <= 80% of AMI	96	2%
Above 80% of AMI	25	1%
Elderly	305	7%
Non-Elderly	3,804	93%
Disabled Head of Household	1,144	28%
White	2,989	73%
Black/African American	285	19%
American Indian/Alaska Native	156	4%
Asian	104	3%
Native Hawaiian/Pacific Island	46	1%
Hispanic	339	8%
Non-Hispanic	3,770	92%
Characteristics by Bedroom Size (Public Housing Only)		
0 BR	0	0%
1 BR	754	28%
2 BR	559	21%
3 BR	862	32%
4 BR	547	20%

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

** Elderly is defined as 65 years and over.

*** Disability Status Reflects American Community Survey 2009 Data

**Attachment C
Priority Housing Needs Table**

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 Violence	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
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

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.

<p>Improve access to fair housing information</p>	<p>SSD CD HACC</p>	<p>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.</p>
<p>Expand opportunities for tenants using Housing Choice Vouchers</p>	<p>HACC</p>	<p>The Housing Authority of Clackamas County has landlord outreach materials posted on the HACC website: http://www.clackamas.us/housingauthority/</p> <p>2014 Landlord Training Events: April 7th, 2014- Oregon Landlord Tenant Law May 30th, 2014- HB 2639 New Section 8 Law</p> <p>Outreach for all of these events were done by the following:</p> <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>
<p>Ensure that the Housing Authority of Clackamas County includes wait list and housing recipients data for the annual Fair Housing report</p>	<p>HACC</p>	<p>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.</p>

Part I: Summary					
PHA Name: Housing Authority of Clackamas County		Grant Type and Number Capital Fund Program Grant No: OR16P00150115 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant: 2015 FFY of Grant Approval:
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total Non-CFP Funds	\$ -	\$ -	\$ -	\$ -
2	1406 Operations (may not exceed 20% of line 20) ³	\$ 175,775.00	\$ -	\$ -	\$ -
3	1408 Management Improvements	\$ 1,000.00	\$ -	\$ -	\$ -
4	1410 Administration (may not exceed 10% of line 20)	\$ 129,780.00	\$ -	\$ -	\$ -
5	1411 Audit	\$ 6,500.00	\$ -	\$ -	\$ -
6	1415 Liquidated Damages	\$ -	\$ -	\$ -	\$ -
7	1430 Fees and Costs	\$ 22,500.00	\$ -	\$ -	\$ -
8	1440 Site Acquisition	\$ -	\$ -	\$ -	\$ -
9	1450 Site Improvement	\$ 50,000.00	\$ -	\$ -	\$ -
10	1460 Dwelling Structures	\$ 397,500.00	\$ -	\$ -	\$ -
11	1465.1 Dwelling Equipment - Nonexpendable	\$ -	\$ -	\$ -	\$ -
12	1470 Nondwelling Structures	\$ 25,000.00	\$ -	\$ -	\$ -
13	1475 Nondwelling Equipment	\$ 61,847.00	\$ -	\$ -	\$ -
14	1485 Demolition	\$ -	\$ -	\$ -	\$ -
15	1492 Moving to Work Demonstration	\$ -	\$ -	\$ -	\$ -
16	1495.1 Relocation Costs	\$ 10,000.00	\$ -	\$ -	\$ -
17	1499 Development Activities ⁴	\$ -	\$ -	\$ -	\$ -
18a	1501 Collateralization of Debt Service paid by the PHA	\$ -	\$ -	\$ -	\$ -
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	\$ -	\$ -	\$ -	\$ -
19	1502 Contingency (may not exceed 8% of line 20)	\$ -	\$ -	\$ -	\$ -
20	Amount of Annual Grant: (sum of lines 2-19)	\$ 879,902.00	\$ -	\$ -	\$ -
21	Amount of line 20 Related to LBP Activities	\$ -	\$ -	\$ -	\$ -
22	Amount of line 20 Related to Section 504 Activities	\$ -	\$ -	\$ -	\$ -
23	Amount of line 20 Related to Security -- Soft Costs	\$ -	\$ -	\$ -	\$ -
24	Amount of line 20 Related to Security -- Hard Costs	\$ -	\$ -	\$ -	\$ -
25	Amount of line 20 Related to Energy Conservation Measures	\$ 25,000.00	\$ -	\$ -	\$ -

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHA's with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

ATTACHMENT E

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 06/30/2017

Part I: Summary				
PHA Name: Housing Authority of Clackamas County		Grant Type and Number Capital Fund Program Grant No: OR16P00150115 Date of CFFP:		Replacement Housing Factor Grant No: FFY of Grant: 2015 FFY of Grant Approval:
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report				
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost:
		Original	Revised:	Obligated Expended
Signature of Executive Director		Date		Signature of Public Housing Director Date

Part II: Supporting Pages								
PHA Name: Housing Authority of Clackamas County		Grant Type and Number Capital Fund Program Grant No: OR16P00150115 Replacement Housing Factor Grant No:				CFPP (Yes/No:)		Federal FY of Grant: 2015
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Qty	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
AMP-wide Operations	1. Operations	1406	1	\$175,775.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL	1406		\$175,775.00	\$0.00	\$0.00	\$0.00	
AMP-wide Mgmt. Improve.	1. STAFF: Resident Services Salary & Benefits	1408	100%	\$0.00	\$0.00	\$0.00	\$0.00	
	2. STAFF: Asset Manager Salary & Benefits	1408	5%	\$0.00	\$0.00	\$0.00	\$0.00	
	3. STAFF: Youth Services Salary & Benefits/Activities/Contracts	1408	1	\$0.00	\$0.00	\$0.00	\$0.00	
	4. STAFF: Service Coordinator Salary & Benefits	1408	1	\$0.00	\$0.00	\$0.00	\$0.00	
	5. TRAINING: Staff Training Improvement	1408	1	\$0.00	\$0.00	\$0.00	\$0.00	
	6. Travel for Resident Services Specialist(s)	1408	1	\$0.00	\$0.00	\$0.00	\$0.00	
	7. Software: Operating Systems & Office Software - Soft Costs	1408	1	\$1,000.00	\$0.00	\$0.00	\$0.00	
	8. TRAINING: Resident Training related to Agency Plan resident partnership process	1408	1	\$0.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL	1408		\$1,000.00	\$0.00	\$0.00	\$0.00	
AMP-wide Admin.	1. Central Office Cost Center (COCC) Salary & Benefits	1410	100%	\$87,750.00	\$0.00	\$0.00	\$0.00	
	2. CFP Capital Improvement Specialist Salary & Benefits - A&E Design Work	1410	35%	\$42,030.00	\$0.00	\$0.00	\$0.00	In-house A&E work exempted from 10% max Admin costs per - 968.112 (n) (2) (ii)
	SUB-TOTAL	1410		\$129,780.00	\$0.00	\$0.00	\$0.00	
Audit	1. Financial Audit	1411	100%	\$6,500.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL	1411		\$6,500.00	\$0.00	\$0.00	\$0.00	
AMP-wide Fees & Costs	1. Architectural, Engineering, Consulting Services	1430	1	\$15,000.00	\$0.00	\$0.00	\$0.00	
	2. Asbestos/Mold Testing/Remediation: Dev. 001 - 021	1430	1	\$7,500.00	\$0.00	\$0.00	\$0.00	
	3. Printing RFP's, Bid documents, other project related expenses	1430	50	\$0.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL	1430		\$22,500.00	\$0.00	\$0.00	\$0.00	

¹ To be completed for the Performance and Evaluation Report or a Revised Annual statement

² To be completed for the Performance and Evaluation Report

Part II: Supporting Pages		Grant Type and Number					Federal FY of Grant:	
Name: Housing Authority of Clackamas County		Capital Fund Program Grant No: OR16P00150115 CFFP (Yes/No): Replacement Housing Factor Grant No:					2015	
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Qty.	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
AMP-wide Site Improve.	1. PHA-Wide Sitework, site paving, fencing, landscaping, site utilities at vacancy and 504 Accessibility Accommodations	1450	25	\$0.00	\$0.00	\$0.00	\$0.00	CFP Modernization at vacancy or at accommodation request - AMP to be determined at vacancy or upon accommodation request and modernization to be completed in phases
	SUB-TOTAL	1450		\$0.00	\$0.00	\$0.00	\$0.00	
AMP-wide Dwelling Improve.	1. PHA-Wide Dwelling Improvements to include cabinets, flooring, doors, garage doors, plumbing, HVAC, siding, chimney removal, windows, roofs, kitchens, attached porches and patios at vacancy, and 504 Accessibility Accommodations	1460	10	\$0.00	\$0.00	\$0.00	\$0.00	CFP Modernization at vacancy or at accommodation request - AMP to be determined at vacancy or upon accommodation request and modernization to be completed in phases
	SUB-TOTAL	1460		\$0.00	\$0.00	\$0.00	\$0.00	
AMP-wide Dwelling Equipment	1. Ranges & Refrigerators	1465	0	\$0.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL	1465		\$0.00	\$0.00	\$0.00	\$0.00	
AMP-I Non Dwelling Structures	Community Center Dwelling a. Dwelling Renovation (Flooring, HVAC, Windows, Siding, Cabinets, Paint, etc.)	1470			\$0.00	\$0.00	\$0.00	
		1470	1	\$25,000.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL	1470		\$25,000.00	\$0.00	\$0.00	\$0.00	
PHA-wide Non-Dwelling Equipment	1. Computers & Equipment 2. Maintenance Vehicles & Equip 3. Copier	1475	2	\$12,500.00	\$0.00	\$0.00	\$0.00	
		1475	1	\$49,347.00	\$0.00	\$0.00	\$0.00	
		1475		\$0.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL	1475		\$61,847.00	\$0.00	\$0.00	\$0.00	
PHA-wide Relocation Costs	1. Relocation costs due to modernization activities	1495	25	\$10,000.00	\$0.00	\$0.00	\$0.00	
	SUB-TOTAL	1495		\$10,000.00	\$0.00	\$0.00	\$0.00	
	Asset Management Properties (AMP)							
AMP 2 - DEV 007 Scattered Sites	1. SITEWORK	1450						
	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450	1	\$20,000.00	\$0.00	\$0.00	\$0.00	
	DEV #007 1450 SUB TOTAL	1450		\$20,000.00	\$0.00	\$0.00	\$0.00	
	1. DWELLING STRUCTURES	1460						
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$72,500.00	\$0.00	\$0.00	\$0.00	
	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460	1	\$5,000.00	\$0.00	\$0.00	\$0.00	
	DEV #007 1460 SUB TOTAL	1460		\$77,500.00	\$0.00	\$0.00	\$0.00	
	DEV #007 TOTAL			\$97,500.00	\$0.00	\$0.00	\$0.00	

¹ To be completed for the Performance and Evaluation Report or a Revised Annual statement

² To be completed for the Performance and Evaluation Report

ATTACHMENT E

Part II: Supporting Pages		Grant Type and Number				Federal FY of Grant:		
PHA Name: Housing Authority of Clackamas County		Capital Fund Program Grant No: OR16P00150115 Replacement Housing Factor Grant No:				CFFP (Yes/No): 2015		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Qty	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
AMP 2 - DEV 010 Scattered Sites	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450		\$0.00	\$0.00	\$0.00	\$0.00	
	DEV #010 1450 SUB TOTAL	1450		\$0.00	\$0.00	\$0.00	\$0.00	
	I. DWELLING STRUCTURES	1460						
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$75,000.00	\$0.00	\$0.00	\$0.00	
	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460	1	\$5,000.00	\$0.00	\$0.00	\$0.00	
	DEV #010 1460 SUB TOTAL	1460		\$80,000.00	\$0.00	\$0.00	\$0.00	
	DEV #010 TOTAL			\$80,000.00	\$0.00	\$0.00	\$0.00	
AMP 2 - DEV 012 Scattered	I. SITEWORK	1450						
	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450	1	\$20,000.00	\$0.00	\$0.00	\$0.00	
	DEV #012 1450 SUB TOTAL	1450		\$20,000.00	\$0.00	\$0.00	\$0.00	
	I. DWELLING STRUCTURES	1460						
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$75,000.00	\$0.00	\$0.00	\$0.00	
	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460	1	\$5,000.00	\$0.00	\$0.00	\$0.00	
	DEV #012 1460 SUB TOTAL	1460		\$80,000.00	\$0.00	\$0.00	\$0.00	
DEV #012 TOTAL			\$100,000.00	\$0.00	\$0.00	\$0.00		
AMP 2 - DEV 019 Scattered	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450		\$0.00	\$0.00	\$0.00	\$0.00	
	DEV #019 1450 SUB TOTAL	1450		\$0.00	\$0.00	\$0.00	\$0.00	
	I. DWELLING STRUCTURES	1460						
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$75,000.00	\$0.00	\$0.00	\$0.00	
	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460	1	\$5,000.00	\$0.00	\$0.00	\$0.00	
	DEV #019 1460 SUB TOTAL	1460		\$80,000.00	\$0.00	\$0.00	\$0.00	
	DEV #019 TOTAL			\$80,000.00	\$0.00	\$0.00	\$0.00	
AMP 2 - DEV 020 Scattered	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450	1	\$10,000.00	\$0.00	\$0.00	\$0.00	
	DEV #020 1450 SUB TOTAL	1450		\$10,000.00	\$0.00	\$0.00	\$0.00	
	I. DWELLING STRUCTURES	1460						
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$75,000.00	\$0.00	\$0.00	\$0.00	
	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460	1	\$5,000.00	\$0.00	\$0.00	\$0.00	
	DEV #020 1460 SUB TOTAL	1460		\$80,000.00	\$0.00	\$0.00	\$0.00	
	DEV #020 TOTAL			\$90,000.00	\$0.00	\$0.00	\$0.00	
GRAND TOTAL				\$879,902.00	\$0.00	\$0.00	\$0.00	

¹ To be completed for the Performance and Evaluation Report or a Revised Annual statement

² To be completed for the Performance and Evaluation Report

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Housing Authority of Clackamas County				Federal FY of Grant: 2015	
Development Number Name/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates :
	Original	Actual	Original	Actual	
PHA-Wide Operations	9/9/2017		9/9/2019		
PHA-Wide Mgmt. Improvem'ts	9/9/2017		9/9/2019		
PHA-Wide Admin. Costs	9/9/2017		9/9/2019		
PHA-Wide Site Improvements	9/9/2017		9/9/2019		
PHA-Wide Dwelling Improvements	9/9/2017		9/9/2019		
PHA-Wide Dwelling Equipment	9/9/2017		9/9/2019		
PHA-Wide Non- Dwelling Equipment	9/9/2017		9/9/2019		
PHA-Wide Relocation	9/9/2017		9/9/2019		
PHA-Wide Contingency Heights	9/9/2017		9/9/2019		
003 - Hillside park	9/9/2017		9/9/2019		
004 - OCVM	9/9/2017		9/9/2019		
005 - Hillside Manor	9/9/2017		9/9/2019		
007 - Scattered Site	9/9/2017		9/9/2019		
010 - Scattered Site	9/9/2017		9/9/2019		
012 - Scattered Site	9/9/2017		9/9/2019		
019 - Scattered Site	9/9/2017		9/9/2019		
020 - Scattered Site	9/9/2017		9/9/2019		

1 Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing act of 1937, as amended.

Part I: Summary

PHA Name: Housing Authority of Clackamas County		Grant Type and Number Capital Fund Program Grant No: OR16R00150115 Date of CFFP:			Replacement Housing Factor Grant No: FFY of Grant: 2015 FFY of Grant Approval:	
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: 01) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised:	Obligated	Expended	
1	Total Non-CFP Funds	\$ -	\$ -	\$ -	\$ -	
2	1406 Operations (may not exceed 20% of line 20) ²	\$ -	\$ -	\$ -	\$ -	
3	1408 Management Improvements	\$ -	\$ -	\$ -	\$ -	
4	1410 Administration (may not exceed 10% of line 20)	\$ -	\$ -	\$ -	\$ -	
5	1411 Audit	\$ -	\$ -	\$ -	\$ -	
6	1415 Liquidated Damages	\$ -	\$ -	\$ -	\$ -	
7	1430 Fees and Costs	\$ -	\$ -	\$ -	\$ -	
8	1440 Site Acquisition	\$ -	\$ -	\$ -	\$ -	
9	1450 Site Improvement	\$ -	\$ -	\$ -	\$ -	
10	1460 Dwelling Structures	\$ -	\$ -	\$ -	\$ -	
11	1465.1 Dwelling Equipment - Nonexpendable	\$ -	\$ -	\$ -	\$ -	
12	1470 Nondwelling Structures	\$ -	\$ -	\$ -	\$ -	
13	1475 Nondwelling Equipment	\$ -	\$ -	\$ -	\$ -	
14	1485 Demolition	\$ -	\$ -	\$ -	\$ -	
15	1492 Moving to Work Demostration	\$ -	\$ -	\$ -	\$ -	
16	1495.1 Relocation Costs	\$ -	\$ -	\$ -	\$ -	
17	1499 Development Activities ³	\$ 29,467.00	\$ -	\$ -	\$ -	
18a	1501 Collateralization of Debt Service paid by the PHA	\$ -	\$ -	\$ -	\$ -	
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	\$ -	\$ -	\$ -	\$ -	
19	1502 Contingency (may not exceed 8% of line 20)	\$ -	\$ -	\$ -	\$ -	
20	Amount of Annual Grant: (sum of lines 2-19)	\$ 29,467.00	\$ -	\$ -	\$ -	
21	Amount of line 20 Related to LBP Activities	\$ -	\$ -	\$ -	\$ -	
22	Amount of line 20 Related to Section 504 Activities	\$ -	\$ -	\$ -	\$ -	
23	Amount of line 20 Related to Security -- Soft Costs	\$ -	\$ -	\$ -	\$ -	
24	Amount of line 20 Related to Security -- Hard Costs	\$ -	\$ -	\$ -	\$ -	
25	Amount of line 20 Related to Energy Conservation Measures	\$ -	\$ -	\$ -	\$ -	

1 To be completed for the Performance and Evaluation Report.
 2 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
 3 PHA's with under 250 units in management may use 100% of CFP Grants for operations.
 4 RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

ATTACHMENT E

U.S Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 06/30/2017

Part I: Summary				
PHA Name: Housing Authority of Clackamas County		Grant Type and Number Capital Fund Program Grant No: OR16R00150115 Date of CFFP:		FFY of Grant: 2015 FFY of Grant Approval:
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report				
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost:
		Original	Revised:	Obligated Expended
Signature of Executive Director		Date	Signature of Public Housing Director	Date

Part II: Supporting Pages

PFA Name: Housing Authority of Clackamas County		Grant Type and Number Capital Fund Program Grant No: OR16R00150115 Replacement Housing Factor Grant No:				CFPP (Yes/No)		Federal FY of Grant: 2015	
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Qty	Total Estimated Cost		Total Actual Cost		Status of Work	
				Original	Revised	Funds Obligated	Funds Expended		
AMP-wide Operations	1. Operations	1405	1	\$0.00	\$0.00	\$0.00	\$0.00		
	SUB-TOTAL	1406		\$0.00	\$0.00	\$0.00	\$0.00		
AMP-wide Mgmt. Improve.	1. STAFF: Resident Services Salary & Benefits	1408	100%	\$0.00	\$0.00	\$0.00	\$0.00		
	2. STAFF: Asset Manager Salary & Benefits	1408	5%	\$0.00	\$0.00	\$0.00	\$0.00		
	3. STAFF: Youth Services Salary & Benefits/Activities/Contracts	1408	1	\$0.00	\$0.00	\$0.00	\$0.00		
	4. STAFF: Service Coordinator Salary & Benefits	1408	1	\$0.00	\$0.00	\$0.00	\$0.00		
	5. TRAINING: Staff Training Improvement	1408	1	\$0.00	\$0.00	\$0.00	\$0.00		
	6. Travel for Resident Services Specialist(s)	1408	1	\$0.00	\$0.00	\$0.00	\$0.00		
	7. Software: Operating Systems & Office Software - Soft Costs	1408	1	\$0.00	\$0.00	\$0.00	\$0.00		
	8. TRAINING: Resident Training related to Agency Plan resident partnership process	1408	1	\$0.00	\$0.00	\$0.00	\$0.00		
	SUB-TOTAL	1408		\$0.00	\$0.00	\$0.00	\$0.00		
AMP-wide Admin.	1. Central Office Cost Center (COCC) Salary & Benefits	1410	100%	\$0.00	\$0.00	\$0.00	\$0.00	In-house A&E work exempted from 10% max Admin costs per - 968.112 (n) (2) (ii)	
	2. CFP Capital Improvement Specialist Salary & Benefits - A&E Design Work	1410	35%	\$0.00	\$0.00	\$0.00	\$0.00		
	SUB-TOTAL	1410		\$0.00	\$0.00	\$0.00	\$0.00		
Audit	1. Financial Audit	1411	100%	\$0.00	\$0.00	\$0.00	\$0.00		
	SUB-TOTAL	1411		\$0.00	\$0.00	\$0.00	\$0.00		
AMP-wide Fees & Costs	1. Architectural, Engineering, Consulting Services	1430	1	\$0.00	\$0.00	\$0.00	\$0.00		
	2. Asbestos/Mold Testing/Remediation: Dev. 001 - 021	1430	1	\$0.00	\$0.00	\$0.00	\$0.00		
	3. Printing RFP's, Bid documents, other project related expenses	1430	50	\$0.00	\$0.00	\$0.00	\$0.00		
	SUB-TOTAL	1430		\$0.00	\$0.00	\$0.00	\$0.00		

1 To be completed for the Performance and Evaluation Report or a Revised Annual statement

2 To be completed for the Performance and Evaluation Report

Part II: Supporting Pages		Grant Type and Number		Capital Fund Program Grant No: OR16R0015011				CFFP (Yes/No)	Federal FY of Grant:
PHA Name: Housing Authority of Clackamas County		Development Account No.		Qty	Total Estimated Cost		Total Actual Cost		2015
General Description of Major Work Categories		Replacement Housing Factor Grant No:				Funds Obligated 2	Funds Expended 2	Status of Work	
Development Number Name/HA-Wide Activities				Original	Revised 1				
AMP-wide Site Improve.	1. PHA-Wide Sitework, site paving, fencing, landscaping, site utilities at vacancy and 504 Accessibility Accommodations	1450	25	\$0.00	\$0.00	\$0.00	\$0.00	CFF Modernization at vacancy or at accommodation request - AMP to be determined at vacancy or upon accommodation request and modernization to be completed in phases	
	SUB-TOTAL	1450		\$0.00	\$0.00	\$0.00	\$0.00		
AMP-wide Dwelling Improve.	1. PHA-Wide Dwelling Improvements to include cabinets, flooring, doors, garage doors, plumbing, HVAC, siding, chimney removal, windows, roofs, kitchens, attached porches and patios at vacancy, and 504 Accessibility Accommodations	1460	10	\$0.00	\$0.00	\$0.00	\$0.00	CFF Modernization at vacancy or at accommodation request - AMP to be determined at vacancy or upon accommodation request and modernization to be completed in phases	
	SUB-TOTAL	1460		\$0.00	\$0.00	\$0.00	\$0.00		
AMP-wide Dwelling Equipment	1. Ranges & Refrigerators	1465	0	\$0.00	\$0.00	\$0.00	\$0.00		
	SUB-TOTAL	1465		\$0.00	\$0.00	\$0.00	\$0.00		
AMP-3 Non Dwelling Structures	Community Center Dwelling a. Dwelling Renovation (Flooring, HVAC, Windows, Siding, Cabinets, Paint, etc.)	1470	1	\$0.00	\$0.00	\$0.00	\$0.00		
	SUB-TOTAL	1470		\$0.00	\$0.00	\$0.00	\$0.00		
PHA-wide Non-Dwelling Equipment	1. Computers & Equipment	1475	2	\$0.00	\$0.00	\$0.00	\$0.00		
	2. Maintenance Vehicles & Equip	1475	1	\$0.00	\$0.00	\$0.00	\$0.00		
	3. Copier	1475	1	\$0.00	\$0.00	\$0.00	\$0.00		
	SUB-TOTAL	1475		\$0.00	\$0.00	\$0.00	\$0.00		
PHA-wide Relocation Costs	1. Relocation costs due to modernization activities	1495	25	\$0.00	\$0.00	\$0.00	\$0.00		
	SUB-TOTAL	1495		\$0.00	\$0.00	\$0.00	\$0.00		
Asset Management Properties (AMP)									
AMP 1 - DEV 001 Clackamas Heights	1. SITEWORK	1450							
	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450	1	\$0.00	\$0.00	\$0.00	\$0.00		
	DEV #001 1450 SUB TOTAL	1450		\$0.00	\$0.00	\$0.00	\$0.00		
	1. DWELLING STRUCTURES	1460							
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$0.00	\$0.00	\$0.00	\$0.00		
	DEV #001 1460 SUB TOTAL	1460		\$0.00	\$0.00	\$0.00	\$0.00		
	DEV #007 TOTAL			\$0.00	\$0.00	\$0.00	\$0.00		
AMP 2 - DEV 007 Scattered Sites	1. SITEWORK	1450							
	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450	1	\$0.00	\$0.00	\$0.00	\$0.00		
	DEV #007 1450 SUB TOTAL	1450		\$0.00	\$0.00	\$0.00	\$0.00		
	1. DWELLING STRUCTURES	1460							
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$0.00	\$0.00	\$0.00	\$0.00		
	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460	1	\$0.00	\$0.00	\$0.00	\$0.00		
	DEV #007 1460 SUB TOTAL	1460		\$0.00	\$0.00	\$0.00	\$0.00		
	DEV #007 TOTAL			\$0.00	\$0.00	\$0.00	\$0.00		

1 To be completed for the Performance and Evaluation Report or a Revised Annual statement

2 To be completed for the Performance and Evaluation Report

Part II: Supporting Pages

ATTACHMENT E

PHA Name: Housing Authority of Clackamas County		Grant Type and Number Capital Fund Program Grant No: OR16R00150115 Replacement Housing Factor Grant No:		CFPP (Yes/No)		Federal FY of Grant: 2015		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Qty	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
AMP 2 - DEV 010 Scattered Sites	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450	1	\$0.00	\$0.00	\$0.00	\$0.00	
	DEV #010 1450 SUB TOTAL	1450		\$0.00	\$0.00	\$0.00	\$0.00	
	1. DWELLING STRUCTURES	1460						
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$0.00	\$0.00	\$0.00	\$0.00	
	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460	1	\$0.00	\$0.00	\$0.00	\$0.00	
	DEV #010 1460 SUB TOTAL	1460		\$0.00	\$0.00	\$0.00	\$0.00	
	DEV #010 TOTAL				\$0.00	\$0.00	\$0.00	\$0.00
AMP 2 - DEV 012 Scattered	1. SITEWORK	1450						
	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450	1	\$0.00	\$0.00	\$0.00	\$0.00	
	DEV #012 1450 SUB TOTAL	1450		\$0.00	\$0.00	\$0.00	\$0.00	
	1. DWELLING STRUCTURES	1460						
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$0.00	\$0.00	\$0.00	\$0.00	
	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460	1	\$0.00	\$0.00	\$0.00	\$0.00	
	DEV #012 1460 SUB TOTAL	1460		\$0.00	\$0.00	\$0.00	\$0.00	
DEV #012 TOTAL				\$0.00	\$0.00	\$0.00	\$0.00	
AMP 2 - DEV 019 Scattered	a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.)	1450	1	\$0.00	\$0.00	\$0.00	\$0.00	
	DEV #019 1450 SUB TOTAL	1450		\$0.00	\$0.00	\$0.00	\$0.00	
	1. DWELLING STRUCTURES	1460						
	a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.)	1460	1	\$0.00	\$0.00	\$0.00	\$0.00	
	b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.)	1460	1	\$0.00	\$0.00	\$0.00	\$0.00	
	DEV #019 1460 SUB TOTAL	1460		\$0.00	\$0.00	\$0.00	\$0.00	
	DEV #019 TOTAL				\$0.00	\$0.00	\$0.00	\$0.00
DEVELOPMENT ACTIVITIES								
AMP 1 - Dev 01 Clackamas Heights	Accumulation for future PH units @ Clackamas Heights	1499	1	\$29,740.00	\$0.00	\$0.00	\$0.00	
	Dev #01 1499 SUB TOTAL	1499		\$29,467.00	\$0.00	\$0.00	\$0.00	
	GRAND TOTAL			\$29,467.00	\$0.00	\$0.00	\$0.00	

¹ To be completed for the Performance and Evaluation Report or a Revised Annual statement
² To be completed for the Performance and Evaluation Report

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Housing Authority of Clackamas County				Federal FY of Grant: 2015	
Development Number Name/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original	Actual	Original	Actual	
PHA-Wide Operations	9/9/2017		9/9/2019		
PHA-Wide Mgmt. Improvements	9/9/2017		9/9/2019		
PHA-Wide Admin. Costs	9/9/2017		9/9/2019		
PHA-Wide Site Improvements	9/9/2017		9/9/2019		
PHA-Wide Dwelling Improvements	9/9/2017		9/9/2019		
PHA-Wide Dwelling Equipment	9/9/2017		9/9/2019		
PHA-Wide Non- Dwelling Equipment	9/9/2017		9/9/2019		
PHA-Wide Relocation	9/9/2017		9/9/2019		
PHA-Wide Contingency Heights	9/9/2017		9/9/2019		
003 - Hillside park	9/9/2017		9/9/2019		
004 - OCVM	9/9/2017		9/9/2019		
005 - Hillside Manor	9/9/2017		9/9/2019		
007 - Scattered Site	9/9/2017		9/9/2019		
010 - Scattered Site	9/9/2017		9/9/2019		
012 - Scattered Site	9/9/2017		9/9/2019		
019 - Scattered Site	9/9/2017		9/9/2019		
020 - Scattered Site	9/9/2017		9/9/2019		
Development	9/9/2017		9/9/2019		

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing act of 1937, as amended.

Capital Fund Program - Five Year Action Plan

ATTACHMENT F

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 8/30/2011

Part I: Summary						
PHA Name/Number: Housing Authority of Clackamas Co.		Locality: Oregon City/Clackamas/Oregon			<input checked="" type="checkbox"/> Original 5-Year Plan	Revision No:
A	Development Number and Name	Work Statement for year 1 FFY 2015	Work Statement of Year 2 FFY 2016	Work Statement of Year 3 FFY 2017	Work Statement of Year 4 FFY 2018	Work Statement of Year 5 FFY 2019
	001	ANNUAL STATEMENT	\$ 7,500.00	\$ 7,500.00	\$ -	
	002		\$ 450,300.00	\$ 465,300.00	\$ 450,000.00	\$ 447,652.00
	003		\$ -	\$ -	\$ 7,500.00	\$ -
	004		\$ -	\$ -	\$ -	\$ 7,500.00
	005		\$ -	\$ -	\$ -	\$ -
B	Physical Improvements Subtotal			\$ 457,800.00	\$ 472,800.00	\$ 457,500.00
C	Management Improvements		\$ 51,752.00	\$ 50,252.00	\$ 54,002.00	\$ 54,800.00
D	AMP-Wide Non-dwelling Structures and Equipment		\$ -	\$ -		
E	Administration		\$ 134,450.00	\$ 135,950.00	\$ 137,500.00	\$ 139,050.00
F	Other		\$ 60,000.00	\$ 45,000.00	\$ 55,000.00	\$ 55,000.00
G	Operations		\$ 175,900.00	\$ 175,900.00	\$ 175,900.00	\$ 175,900.00
H	Demolition		\$ -	\$ -	\$ -	\$ -
I	Development		\$ -	\$ -	\$ -	\$ -
J	Capital Fund Financing Debt Service		\$ -	\$ -	\$ -	\$ -
K	Total CFP Funds		\$ 879,902.00	\$ 879,902.00	\$ 879,902.00	\$ 879,902.00
L	Total Non-CFP Funds					
M	Grand Total		\$ 879,902.00	\$ 879,902.00	\$ 879,902.00	\$ 879,902.00

ATTACHMENT F

Part II: Supporting Pages - Physical Needs Work Statement(s)										
Work Statement for Year 1 FFY	Work Statement for Year: 2 FFY: 2016					Work Statement for Year: 3 FFY: 2017				
	Development Name/Number	General Description of Major Work Categories	Qty	Estimated Cost	Development Name/Number	Major Work Categories	Qty	Estimated Cost		
See Annual Statement	AMP-1 Clackamas Heights	Non-Dwelling Structure: playgrounds	1	\$ 7,500.00	AMP-3 Hillside Park	Non-Dwelling Structure: playgrounds	1	\$ 7,500.00		
	Sub-Total AMP-1			\$ 7,500.00	Sub-Total AMP-1			\$ 7,500.00		
	AMP-2 Scattered Sites	Sitework, site paving, fencing landscaping, site utilities at vacancy and 504 Accessibility Accommodations Sitework modern, full remodel (units TBD)	5	\$ 50,000.00	AMP-2 Scattered Sites	Sitework, site paving, fencing landscaping, site utilities at vacancy and 504 Accessibility Accommodations Sitework modern, full remodel (units TBD)	5	\$ 40,000.00		
		Dwell Improve-cabinets, flooring, doors, garage doors, plumb, HVAC, siding chimney removal, windows, roofs, kitchens, attached porches and patios at vacancy, and 504 Accessibility Accommodations Dwelling modern, full remodel (units TBD)	5	\$ 400,300.00		Dwell Improve-cabinets, flooring, doors, garage doors, plumb, HVAC, siding chimney removal, windows, roofs, kitchens, attached porches and patios at vacancy, and 504 Accessibility Accommodations Dwelling modern, full remodel (units TBD)	5	\$ 425,300.00		
	Sub-Total AMP-2			\$ 450,300.00	Sub-Total AMP-2			\$ 465,300.00		
	Physical Needs Subtotal				\$ 457,800.00	Physical Needs Subtotal				\$ 472,800.00
	AMP Other	A/E & Consulting	1	\$ 30,000.00	AMP Other	A/E & Consulting	1	\$ 20,000.00		
		AMP-Wide Relocation Costs	3	\$ 10,000.00		AMP-Wide Relocation Costs	3	\$ 10,000.00		
		Asbestos Testing/Abatement	5	\$ 10,000.00		Asbestos Testing/Abatement	5	\$ 7,500.00		
		Mold Testing/Remediation	5	\$ 10,000.00		Mold Testing/Remediation	5	\$ 7,500.00		
Sub-Total Other				\$ 60,000.00	Sub-Total Other				\$ 45,000.00	
2016 Grand Total				\$ 517,800.00	2017 Grand Total				\$ 517,800.00	

Part II: Supporting Pages - Physical Needs Work Statement(s)								
Work Statement for Year 1 FFY	Work Statement for Year: 5 FFY: 2018				Work Statement for Year: 5 FFY: 2019			
	Development Name/Number	Major Work Categories	Qty	Estimated Cost	Development Name/Number	Major Work Categories	Qty	Estimated Cost
See Annual Statement	AMP-4 OCVM	Non-Dwelling Structure: playgrounds	1	\$ 7,500.00	AMP-4 OCVM	Non-Dwelling Structure: playgrounds	1	\$ 7,500.00
	Sub-Total AMP-1			\$ 7,500.00	Sub-Total AMP-1			\$ 7,500.00
	AMP-2 Scattered Sites	Sitework, site paving, fencing landscaping, site utilities at vacancy and 504 Accessibility Accommodations Sitework modern, full remodel (units TBD)	5	\$ 50,000.00	AMP-2 Scattered Sites	Sitework, site paving, fencing landscaping, site utilities at vacancy and 504 Accessibility Accommodations Sitework modern, full remodel (units TBD)	5	\$ 30,000.00
		Dwell Improve-cabinets, flooring, doors, garage doors, plumb, HVAC, siding chimney removal, windows, roofs, kitchens, attached porches and patios at vacancy, and 504 Accessibility Accommodations Dwelling modern, full remodel (units TBD)	5	\$ 400,000.00		Dwell Improve-cabinets, flooring, doors, garage doors, plumb, HVAC, siding chimney removal, windows, roofs, kitchens, attached porches and patios at vacancy, and 504 Accessibility Accommodations Dwelling modern, full remodel (units TBD)	5	\$ 417,652.00
	Sub-Total AMP-2			\$ 450,000.00	Sub-Total AMP-2			\$ 447,652.00
	Physical Needs Subtotal			\$ 457,500.00	Physical Needs Subtotal			\$ 455,152.00
	AMP Other	A/E & Consulting	1	\$ 20,000.00	AMP Other	A/E & Consulting	1	\$ 20,000.00
		AMP-Wide Relocation Costs	3	\$ 10,000.00		AMP-Wide Relocation Costs	3	\$ 10,000.00
		Asbestos Testing/Abatement	5	\$ 12,500.00		Asbestos Testing/Abatement	5	\$ 12,500.00
		Mold Testing/Remediation	5	\$ 12,500.00		Mold Testing/Remediation	5	\$ 12,500.00
Sub-Total Other			\$ 55,000.00	Sub-Total Other			\$ 55,000.00	
2018 Grand Total			\$ 512,500.00	2019 Grand Total			\$ 510,152.00	

Part III: Supporting Pages - Management Needs Work Statement(s)						
Work Statement for Year 1 FFY	Work Statement for Year: 2 FFY: 2016			Work Statement for Year: 3 FFY: 2017		
	Development Name/Number	General Description of Major Work Categories	Estimated Cost	Development Name/Number	General Description of Major Work Categories	Estimated Cost
See Annual Statement	Management Improvements 1408	Service Coordinator	\$ -	Management Improvements 1408	Service Coordinator	\$ -
		Asset Manager	\$ -		Asset Manager	\$ -
		Youth Services Coordinator	\$ -		Youth Services Coordinator	\$ -
		Travel for Resident Service Specialist	\$ -		Travel for Resident Service Specialist	\$ -
		Computer Software (Soft Costs)	\$ 2,000.00		Computer Software (Soft Costs)	\$ 2,000.00
		Computer Systems/Maint Equipment	\$3,000.00		Computer Systems/Maint Equipment	\$5,000.00
		Maint Vehicle Truck/Van/Equip	\$46,752.00		Maint Vehicle Truck/Van/Equip	\$43,252.00
	Sub-Total Management Improv. - 1408		\$ 51,752.00	Sub-Total Management Improv. - 1408		\$ 50,252.00
	Administration 1410	Central Office Cost Center (COCC)	\$ 84,250.00	Administration 1410	Central Office Cost Center (COCC)	\$ 84,250.00
		Salary & Benefits			Salary & Benefits	
CFP Capital Improvement Coordinator Salary & Benefits A&E Services		\$ 43,700.00	CFP Capital Improvement Coordinator Salary & Benefits A&E Services		\$ 45,200.00	
Sub-Total Administration - 1410		\$ 127,950.00	Sub-Total Administration - 1410		\$ 129,450.00	
Audit 1411	Financial Audit	\$ 6,500.00	Audit 1411	Financial Audit	\$ 6,500.00	
	Sub-Total Administration - 1411			Sub-Total Administration - 1411		\$ 6,500.00
2016 Grand Total			\$ 186,202.00	2017 Grand Total		
				\$ 186,202.00		

Part III: Supporting Pages - Management Needs Work Statement(s)

Work Statement for Year 1 FFY	Work Statement for Year: 4 FFY: 2018			Work Statement for Year: 5 FFY: 2019		
	Development Name/Number	General Description of Major Work Categories	Estimated Cost	Development Name/Number	General Description of Major Work Categories	Estimated Cost
See Annual Statement	Management Improvements 1408	Service Coordinator	\$ -	Management Improvements 1408	Service Coordinator	\$ -
		Asset Manager	\$ -		Asset Manager	\$ -
		Youth Services Coordinator	\$ -		Youth Services Coordinator	\$ -
		Travel for Resident Service Specialist	\$ -		Travel for Resident Service Specialist	\$ -
		Computer Software (Soft Costs)	\$ 2,000.00		Computer Software (Soft Costs)	\$ 2,000.00
		Computer Systems/Maint Equipment	\$7,500.00		Computer Systems/Maint Equipment	\$7,500.00
		Maint Vehicle Truck/Van/Equip	\$44,502.00		Maint Vehicle Truck/Van/Equip	\$45,300.00
		Sub-Total Management Improv. - 1408	\$ 54,002.00		Sub-Total Management Improv. - 1408	\$ 54,800.00
	Administration 1410	Central Office Cost Center (COCC)	\$ 84,250.00	Administration 1410	Central Office Cost Center (COCC)	\$ 84,250.00
		Salary & Benefits			Salary & Benefits	
	CFP Capital Improvement Coordinator			CFP Capital Improvement Coordinator		
	Salary & Benefits A&E Services	\$ 46,750.00		Salary & Benefits A&E Services	\$ 48,300.00	
	Sub-Total Administration - 1410	\$ 131,000.00		Sub-Total Administration - 1410	\$ 132,550.00	
Audit 1411	Financial Audit	\$ 6,500.00	Audit 1411	Financial Audit	\$ 6,500.00	
	Sub-Total Administration - 1411	\$ 6,500.00		Sub-Total Administration - 1411	\$ 6,500.00	
	2018 Grand Total	\$ 191,502.00		2019 Grand Total	\$ 193,850.00	

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

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 _____, 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 certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (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.
5. 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.
6. 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.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs; address 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 maintain records reflecting these analyses and actions.
8. For PHA Plan 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 2006-24);
 - 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 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 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).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. 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.
11. 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.

12. 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.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. 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.
15. 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.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. 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.
18. 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).
19. 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.
20. 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.
21. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

PHA Name

PHA Number/HA Code

_____ 5-Year PHA Plan for Fiscal Years 20____ - 20_____

_____ Annual 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	Title
Signature	Date

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

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
Signature	Date
X	

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known:</i> Congressional District, <i>if known:</i> 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known:</i>	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable:</i> _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (<i>if individual, last name, first name, MI</i>):	b. Individuals Performing Services (<i>including address if different from No. 10a</i>) (<i>last name, first name, MI</i>):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number, assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

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

Signature

Date (mm/dd/yyyy)

Civil Rights Certification

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

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 if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan 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.

PHA Name

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		Title	
Signature		Date	

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

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011**

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

I, Click to Enter Official's Name the Click to Enter Official's Title certify that the Five Year and Annual PHA Plan of the Click to Enter HA Name is consistent with the Consolidated Plan of Click to Enter Jurisdiction Name prepared pursuant to 24 CFR Part 91.

Signed / Dated by Appropriate State or Local Official

Civil Rights Certification

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

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 if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan 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.

PHA Name

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

Title

Signature

Date



April 2, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Presentation of National County Government Month and Planned Outreach

Purpose/Outcomes	Share planned outreach for National County Government Month sponsored by National Association of Counties.
Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	N/A
Duration	April
Previous Action	None
Contact Person	Tim Heider, Public Affairs Manager, (503) 742-5911

BACKGROUND

April is National County Government Month, an opportunity for counties across the country to actively share the value and extent of their services with the public. America’s counties provide the services we all rely on.

The National Association of Counties (NACo) is leading an effort to actively promote county government programs and services, this year focusing on transportation and infrastructure.

According to NACO statistics:

- Counties annually invest more than \$106 billion for building, maintaining and operating our infrastructure.
- Counties own and maintain 45% of America’s roadways.
- Counties annually invest nearly \$19 billion in sewage and solid waste management.

Building a strong infrastructure is one of the key goals identified by Commissioners in the Performance Clackamas strategic planning.

“Keeping Clackamas County Moving” will be the theme of our outreach in April, and Public and Government Affairs will be highlighting the important services and programs Clackamas County provides to its residents throughout the month. Outreach will include social and new media distribution on the following schedule:

- Week 1 (April 1-4): “Why Counties Matter” is a national campaign produced by NACo. Videos, posters, and brochures communicate the role counties play in providing key infrastructure. To kick off the month, PGA will share a NACo-produced video and infographics demonstrating the importance of county services both nationwide and locally.
- Week 2 (April 5-11): “Keeping Clackamas County Moving” will focus on transportation and the County’s role in maintaining our roads, bridges and other transportation infrastructure and informing the public on the County’s road funding crisis
- Week 3 (April 12-18): “Water is valuable: we *treat* it that way” will highlight our most precious natural resource: water. The County is responsible for keeping many of our local streams and rivers clean and healthy. Through surface water management and wastewater treatment, the county is instrumental in maintaining our water infrastructure. Other investments in “hard” infrastructure will be highlighted.
- Week 4 (April 19-25): “Strengthening our Economy, Health and Culture” will highlight the importance of various “soft” infrastructure services, such as specialized health services, support for local businesses, , emergency response, public safety, and park and library maintenance.
- Week 5 (April 26-30): “Building our Future” will focus on the county employees who work daily to build and maintain our infrastructure. To end the month, PGA and Clackamas County Government Channel will share a new video with you about our County’s services and major infrastructure investment.

Respectfully submitted,

Gary Schmidt
Director, Public and Government Affairs



April 2, 2015

Board of Commissioners
Clackamas County

Members of the Board:

First Reading of An Ordinance Amending the Clackamas County Code to add Chapter 8.09 Establishing Time, Place and Manner Regulations for Medical Marijuana Dispensaries and Declaring an Emergency

Purpose/Outcomes	Adoption of ordinance establishing time, place and manner regulations for medical marijuana dispensaries.
Dollar Amount and Fiscal Impact	No direct impacts from this action.
Funding Source	N/A
Safety Impact	N/A
Duration	Ongoing.
Previous Board Action	Study Session March 10, 2015, Moratorium Ordinance, April 24, 2014.
Contact Person	Dan Chandler, Strategic Policy Administrator 503-742-5394

BACKGROUND:

Medical Marijuana

On March 19, 2014, Governor Kitzhaber signed Senate Bill 1531 into law. The law gave local governments the authority to impose "time, place and manner" regulations on medical marijuana dispensaries. .

The bill required that the Oregon Health Authority license medical marijuana dispensaries and imposed a number of siting requirements. Under state law, dispensaries:

1. Must be located in an area that is zoned for commercial, industrial or mixed use or as agricultural land.
2. May not be located at the same address as a marijuana "grow site."
3. Must not be located within 1,000 feet of a public or private elementary, secondary or career school attended primarily by minors.
4. Must not be located within 1,000 of another medical marijuana facility.

In addition to the specific authority granted under SGB 1531, the County has plenary authority under ORS 203.035 to legislate on matters of county concern.

Recreational Marijuana – Measure 91

On November 4, 2014 voters approved Measure 91, which will legalize recreational marijuana in Oregon. Measure 91 passed in Clackamas County by approximately 6700 votes. Recreational marijuana would be subject to regulation by the Oregon Liquor Control Commission, or OLCC. Local governments will retain the ability to impose regulations on the “nuisance aspects” of marijuana facilities.

Moratorium

On April 24, 2014, the Board of Commissioners adopted Ordinance 01-2014, imposing a one-year moratorium on medical marijuana facilities in the County. In January 2015, the county “grandfathered” certain facilities. The county lifted the moratorium as to those facilities that had obtained full and final approval from the state prior to the adoption of the moratorium ordinance.

Study Session

At a study session on March 10, 2015, a majority of the Board of County Commissioners directed staff to move forward with an ordinance regulating the time place and manner of medical marijuana dispensaries.

The Board of Commissioners has indicated that there are concerns with the potential proliferation of marijuana vending outlets, including dispensaries, and that there will be negative consequences unless the county adopts setbacks from schools and other sensitive uses, along with spacing between facilities.

Accordingly, the County is proposing additional and increased setbacks beyond those set forth in state law. The proposed ordinance addresses those concerns.

RECOMMENDATION:

Staff recommends the Board hold the first reading of the ordinance and schedule a second reading on April 16, 2015

Respectfully submitted:

Dan Chandler
Strategic Policy Administrator

Attachments:
Proposed Ordinance

ORDINANCE NO. _____

**Ordinance amending the Clackamas County Code to add Chapter 8.09
establishing time, place and manner regulations for medical marijuana
dispensaries and declaring an emergency**

WHEREAS, the Oregon Legislature enacted House Bill 3460 (2013), which requires the Oregon Health Authority to develop and implement a process to register medical marijuana facilities; and

WHEREAS, House Bill 3460 (2013) directed that persons who operate or are employed by a registered medical marijuana facility would enjoy immunity from state prosecution and which requires the Oregon Health Authority to develop and implement a process to register medical marijuana facilities; and

WHEREAS, the Oregon Legislature enacted Senate Bill 1531 (2014) which affirmatively afforded Oregon cities and counties the ability to impose time, place and manner restrictions on medical marijuana dispensaries that locate within their boundaries; and

WHEREAS, Senate Bill 1531 (2014) removes immunity from state prosecution for a person who is responsible for or employed by a registered medical marijuana facility located in an area subject to the jurisdiction of a city ,or county that enacts a moratorium prohibiting the operation of a medical marijuana facility; and

WHEREAS, on April 24, 2014, the Board of County Commissioners enacted Ordinance 01-2014, a moratorium prohibiting the siting and operation of medical marijuana dispensaries within the jurisdictional boundaries of unincorporated Clackamas County. An emergency was declared and the moratorium was effective immediately; and

WHEREAS, several applicants within unincorporated Clackamas County had obtained approval from the Oregon Health Authority to operate medical marijuana dispensaries in unincorporated Clackamas County prior to the adoption and effective date of the moratorium; and

WHEREAS, on November 4, 2014, the voters of the State of Oregon passed Measure 91 (2014), which will legalize the recreational use of marijuana in the state effective July 2015; and

WHEREAS, on January 8, 2015, the Board of County Commissioners enacted Ordinance 01-2015 which amended Ordinance 01-2014 to exempt those medical marijuana facilities which obtained full, unconditional approval by the Oregon Health Authority on or before April 23, 2014, and which provided that medical marijuana facilities may only operate between 10:00 a.m. and 9:00 p.m., and that marijuana may not be consumed on the premises; and

ORDINANCE NO. _____

WHEREAS, the County Commission of Clackamas County desires to allow operation of Medical Marijuana Facility facilities in the County in ways that protect and benefit the public health, safety and welfare of existing and future residents of the County; and

WHEREAS, the Commission has determined the unique characteristics of Medical Marijuana Facility operations and their potential impacts make it necessary to establish particular time, place, and manner requirements for such operations, the enforcement of which is subject to the general and police powers of that jurisdiction; and

WHEREAS, the Commission conducted a duly advertised public hearing on the above-referenced amendment on _____

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Title 8 Business Regulations of the Clackamas County Code is hereby amended to add as a new Chapter 8.09 with the following provisions concerning Medical Marijuana Facility:

Section 8.09.010 Purpose.

The purpose of this chapter is to minimize any adverse public safety and public health impacts that may result from allowing Medical Marijuana Facility in the County by adopting particular time, place and manner requirements.

Section 8.09.020 Definitions.

A. "Facility" means a medical marijuana facility.

B. "Marijuana" means all parts of the plant of the Cannabis Moraceae, whether growing or not, the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its resin, as may be defined by Oregon Revised Statutes or as they currently exist or may from time to time be amended. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or predation of the mature stalks (except the resin extracted there from), fiber oil, or cake, or the sterilized seed of the plant which is incapable of germination.

C. "Medical Marijuana" means all parts of marijuana plants that may be used to treat or alleviate a qualifying patient's debilitating medical condition or symptoms associated with the patient's debilitating medical condition.

ORDINANCE NO. _____

D. "Medical Marijuana Facility" means a facility that is registered by the Oregon Health Authority under ORS 475.300-475.346 and that sells, distributes, transmits, gives, dispenses or otherwise provides medical marijuana to medical marijuana qualifying patients.

E. "Minor" means any person under 21 years of age who is not a medical marijuana card holder.

F. "Marijuana Vending Facility" means a marijuana facility selling cannabis products and operating under (the **Control, Regulation, and Taxation of Marijuana and Industrial Hemp Act**) or a Medical Marijuana Facility."

G. "Playground" means any outdoor facility (including any parking lot appurtenant thereto) intended for recreation, open to the public, and with any portion thereof containing three or more separate apparatus intended for the recreation of minors including, but not limited to, sliding boards, swing sets, and teeterboards.

H. "Premises" means a location registered by the State of Oregon as a Medical Marijuana Facility and includes all areas at the location that are used in the business operated at the location, including offices, kitchens, restrooms, storerooms, and including all public and private areas where individuals are permitted to be present. Premises does not include the parking areas or the landscaped areas located outside of the building or buildings which accommodate the primary activities of the Medical Marijuana Facility.

I. "Sensitive Use – Class I" means a public or private elementary, secondary or career school attended primarily by minors, including any parking lot appurtenant thereto and any property used by the school.

J. "Sensitive Use – Class II" means a public park or public playground, a public library, recreational center, licensed treatment center, light rail transit station, adult foster care facility or a housing facility owned by a public housing authority.

K. "Sensitive Use – Class III" means a licensed day care facility or licensed preschool including any parking lot appurtenant thereto and any property used by the facility or preschool.

Section 8.09.030 Rules and Regulations.

Any Medical Marijuana Facility must comply with the following requirements, in addition to any other state or local requirements:

A. The Medical Marijuana Facility must meet applicable land-use, building and fire codes.

B. There shall be no manufacture or production of any extracts, oils, resins or similar derivatives of marijuana on the Premises of a Medical Marijuana Facility and no open flames shall be used in the preparation of any products.

C. Marijuana and tobacco products must not be smoked, ingested or otherwise consumed on the Premises of the Medical Marijuana Facility.

D. Operating hours for a Medical Marijuana Facility must be no earlier than 10:00 a.m. or later than 9:00 p.m. on the same day.

E. The Medical Marijuana Facility must not be co-located on the same property or within the same building with any marijuana social club or smoking club.

F. The Medical Marijuana Facility must utilize an approved air filtration and ventilation system that confines all odors associated with the Facility to the Facility Premises.

G. The Medical Marijuana Facility must not permit any minor to be present anywhere on the Premises, unless accompanying a cardholder to the waiting area as allowed by state law.

Section 8.09.040 Standards.

(a) A Marijuana Vending Facility may only operate where retail uses are permitted by the Clackamas County Zoning and Development Ordinance.

(b) A Marijuana Vending Facility shall not be located:

(1) In any industrial or residential zoning District or outside of the Metro Urban Growth Boundary.

(2) Within a residence.

(3) Within:

(A) 2500 feet of another Marijuana Vending Facility.

(B) 2000 feet from a Sensitive Use – Class I.

(C) 1500 feet from a Sensitive Use – Class II.

(D) 500 feet from a Sensitive Use – Class III.

(E) 100 feet of a residentially-zoned property, however, this provision shall not apply to any parcel which fronts on a state highway or major arterial.

(c) For purposes of subsection (b), all distances shall be measured from the property line of the affected property, (for example; a school) to the closest point of the space occupied by the facility.

(d) A change in use (including a rezone) to a neighboring property to a use identified in this section after a license has been issued for a Marijuana Vending Facility shall not result in the facility being in violation of this section.

(e) The provisions of Section 8.09.040(b) shall not apply to any Medical Marijuana Facility which applied for a registration with the Oregon Health Authority on or before March 3, 2014, and which subsequently obtained full, unconditional approval on or before May 31, 2014.

(f) A Medical Marijuana Facility which falls under Section 8.09.040(b) may relocate to another location in the same building.

(g) In case of a conflict under Section 8.09.040(b)(3)(A), any person who has submitted a complete building permit application after first obtaining final approval from the relevant state licensing agency, shall be deemed to have established a facility at the licensed location, so long as the facility begins operation within 180 days of submittal of the building permit application.

Section 8.09.050 Remedy for Noncompliance and Administrative Appeals.

A. A building or structure established, operated, or maintained contrary to this chapter is a public nuisance and may be abated as provided for in Chapter 6.08.

B. The remedy provided in this section is not exclusive and shall not prevent the County from exercising any other remedy available under the law, nor shall the provisions of this chapter prohibit or restrict the County or other appropriate prosecutor from pursuing criminal charges under state law or County ordinance.

Section 2. Severability.

If any section, subsection, paragraph, sentence or word in this ordinance is deemed to be invalid or beyond the authority of the County, either on its face or is applied, the invalidity of such provision shall not affect the other sections, subsections, paragraphs, sentences, or words of this ordinance, and the application thereof; and to that end sections, subsections, paragraphs, sentences and words of this chapter shall be deemed severable.

Section 3. Codification.

Provisions of this ordinance shall be incorporated in the County Code and the word "ordinance" may be changed to "code", "article", "section", or another word, and the sections of this ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions, and text descriptions of amendments (i.e. Sections 1-3) need not be codified and the County Counsel is authorized to correct any cross-references and any typographical errors.

Section 4. Emergency Clause

The Board of Commissioners hereby finds and declares that an emergency exists inasmuch as the immediate effect of this Ordinance is necessary for the peace, health and welfare of the residents of the County. Accordingly, this Ordinance shall be effective upon its adoption.

ADOPTED this _____ day of _____, 2015 .

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

ORDINANCE NO. _____

COPY

April 2, 2015

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of a Construction Contract with North Pacific Construction for the Beaver Creek Health Clinic Remodel Project in Oregon City

Purpose/Outcomes	This project will improve approximately 5,000 square feet of health clinic space through: interior renovations to offices, remodel of lobby areas, create ADA accessible restrooms and added pharmacy.
Dollar Amount and Fiscal Impact	HRSA Grant funds\$ 250,000 CDBG Funds (grant).....\$ 90,000 <u>Clinic Revenue (340B Pharmacy program)...</u> \$ 18,600 Total Project Budget:.....\$ 358,600
Funding Source	U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) funds, Health Resources and Services Administration (HRSA) funds and health clinic revenue 340B pharmacy program funds are involved.
Safety Impact	Improved building safety – public safety
Duration	April 2015 to July 2015
Previous Board Action	2012 CDBG project that was approved by the Board of County Commissioners on May 3, 2012. The HRSA grant application was approved by the Board on March 13, 2014, grant awarded August 2014.
Contact Person	Chuck Robbins, Community Development Director – (503) 655-8591
Contract No.	H3S 7096

BACKGROUND:

The Housing and Community Development Division of the Health, Housing & Human Services Department request the approval of a construction agreement with North Pacific Construction and Remodeling for the Beaver Creek Health Clinic remodel project. North Pacific Construction was the selected qualified responsive bidder at the March 17th bid opening:

Ranking:	Company Name:	Bid Amount:
1 st	North Pacific Construction	358,600
2 nd	Cedar Mill Construction	361,640
3 rd	TS Gray Construction	385,750
4 th	Andy Medcalf Construction	417,425

The Clinic Remodel project will include improvements to approximately 5,000 square feet of health clinic space including: a new pharmacy, interior renovations to offices, remodeled lobby areas, and accessible restrooms.

Healthy Families. Strong Communities.

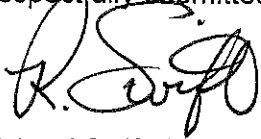
This Clinic Remodel project is part of an overall renovation of the Beaver Creek Clinic. Once this phase of the clinic remodel is complete and the HRSA grant requirements met, the next phase of the plan will focus on updates to clinic and dental exam rooms.

The Construction Agreement was reviewed and approved by County Counsel on March 3, 2015.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written over a faint, illegible stamp or background.

Richard Swift, Interim Director

STANDARD FORM OF AGREEMENT FOR CONSTRUCTION WORK
BETWEEN OWNER AND CONTRACTOR

OWNER:

Clackamas County
Community Development Division
2051 Kaen Road, Suite 245
Oregon City, OR 97045

CONTRACTOR:

North Pacific Construction
and Remodeling, Inc.
16835 S. Cliff View Drive
Oregon City, OR 97045

Project Architect: Jessica Pearre, TVA Architects

ARTICLE 1: CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. The contract documents collectively these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 7.

ARTICLE 2: STATEMENT OF WORK

The Contractor shall furnish all labor, material, equipment and services needed to complete all work as specified or indicated in the Contract Documents. The BEAVERCREEK CLINIC REMODEL project consists of building improvements to an operational health clinic to include renovations to interior offices, lobby, restrooms doors and waiting areas of a health clinic.

The project site is located at: 1425 Beaver creek Road in Oregon City, Oregon 97045.

ARTICLE 3: DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date of the Notice to Proceed which will be issued by the Owner.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than **45** days of construction once construction contract is executed between Owner and Contractor.

3.3 The Parties agree that the following provision for liquidated damages for the Contractor's failure to achieve substantial completion within the Contract Time is a genuine pre-estimate of injury the Owner will sustain and is not in the nature of a penalty. The Contractor's failure to achieve substantial completion within the Contract Time will cause harm to the Owner that is presently very difficult of accurate estimation, as it will cause public inconvenience. The Parties agree that a reasonable forecast of the just compensation for the harm that will be caused by such a breach is **Two Hundred and Fifty Dollars (\$250)** per day and fix that amount as agreed damages for the Contractor's failure to achieve substantial completion within the Contract Time.

3.4 This Project is a federally (98%) and locally (2%) funded. Thus, the Owner will adhere to the guidance of the U.S. Department of Health and Human Services (HHS) and the Health Resources and Services Administration (HRSA) for mandates regarding enforcement of liquidated damages. This is a Capital Development-Immediate Facility Improvements (CD-IFI) project that is to start and complete in a timely manner. The Notice to Proceed will start the work of the project and designate the number of days allowed for construction. (See 3.1 & 3.2)

3.5 The Contractor will be held to the timeline of the project, once the project begins. Unforeseen conditions that may cause a delay will be reviewed and determined by the Owner and the Architect. Additional work days may be granted to the Contractor.

ARTICLE 4: CONTRACT PRICE

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Price of **Three Hundred and Fifty Eight Thousand, Six Hundred dollars (\$358,600)**, subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Price includes the Base Bid as described in the Contract Documents and is hereby accepted by the Owner.

4.3 Unit prices are as follows: (insert unit prices if any)

ARTICLE 5: PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Price to the Contractor as provided in the Contract Documents for the period ending the last day of the month. Progress payments shall be made to the Contractor on or before the 30th of each month provided that an application for payment is approved by the Architect and received by the Owner at least 21 days before the date the Progress Payment is due. For all payment requests the Contractor shall submit to the Architect an itemized application for Payment, notarized and supported by data substantiating the Contractor's right to payment. Payment shall be made on Work completed and on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site.

5.2 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Price among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This Schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.3 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The only Application and Certificate for Payment shall be submitted to the Architect using **AIA G702** Form(s) throughout the project, as required by HRSA.

5.4 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.4.1 Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 10.1.6 of the General Conditions even though the Contract Price has not yet been adjusted by Change Order;

5.4.2 Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);

5.4.3 Subtract the aggregate of previous payments made by the Owner; and

5.4.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 13.5 of the General Conditions.

5.5 Final payment, constituting the entire unpaid balance of the Contract Price, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment.

5.6 The final release of all Construction Contract funds held by OWNER, shall only be made after authorization by the Owner and the Architect. These funds may include: Change Orders, Final payments and, retainage held to be released by OWNER.

ARTICLE 6: TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

6.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 7: ENUMERATION OF CONTRACT DOCUMENTS

7.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

Section	Title/Document	Pages
II.1	Agreement/Document D3	9
II.3	Other Bonds/ Additional Insurance:	
	Performance Bond	2
	Labor & Material Payment Bond	2
	Commercial General Liability (CG 32 61 10 05)	1
	Public Works Bond (Instructions with Form)	2
II.4	General Conditions/Document D4	32
II.5	Supplementary Conditions:	
	HHS Regulations 45 CFR Parts 74 and 92 Procurement Standards	27
	State of Oregon (BOLI) ORS279C.800 through 279C.870	16
	State of Oregon (BOLI) Wage Rates Determination: Jan 1, 2015	10
	Payroll Statement Form WH-38 "example"	2
II.6	Specifications: Prepared and Provided by TVA Architects Titled "BEAVERCREEK CLINIC"	
II.7	Drawings: Prepared and Provided by TVA Architects Titled "BEAVERCREEK CLINIC "	

II.8 Addenda number 1, 2 and 3

**ARTICLE 8: STATE OF OREGON, BUREAU OF LABOR & INDUSTRY (BOLI)
PREVAILING WAGE RATES**

Each worker in each trade or occupation employed in the performance of the contract either by the CONTRACTOR, subcontractor, or other person(s) doing or contracting for the whole or any part of the work on this contract, shall be paid not less than State of Oregon, Bureau of Labor and Industry (a.k.a. BOLI) prevailing wage rate for the duration of the project as referenced in ORS 279C.800 through ORS 279C.870. Moreover, any individual working under BOLI provisions, if working in two job classifications shall to be paid based on each job classifications he or she worked, which is in effect for this contract.

ARTICLE 9: INDEMNITY – INSURANCE - BONDS

9.1 Indemnity. The CONTRACTOR agrees to indemnify, save harmless and defend the OWNER, its officers, commissioners and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees.

9.1.1 Indemnity with transference of project (i.e. rehabilitation, new facility or remodel) once completion of all bid items, scope of work, punch-list, unresolved issues, change orders, and release of retainage funds have been released to the CONTRACTOR, the project is thereafter the responsibility of the property OWNER. Property OWNER means the original owner before the project work began. The County is no longer the OWNER (as applicable).

9.2 Insurance.

9.2.1. As evidence of the insurance coverage required by this contract, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration. The CONTRACTOR agrees to furnish the OWNER evidence of commercial general liability insurance in the amount of not less than \$4,000,000 combined single limit per occurrence/\$5,000,000 general annual aggregate for personal injury and property damage for the protection of the OWNER, 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 this contract. The general aggregate shall apply separately to this project/location. The OWNER, at its option, may require a complete copy of the above policy.

9.2.2. If the CONTRACTOR has assistance of other persons in the performance of this contract, the CONTRACTOR, if it is a subject employer, agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656. CONTRACTORS shall maintain employer's liability insurance with limits of \$100,000 each accident, \$100,000 disease each employee, and \$500,000 each policy limit.

9.2.3. 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, 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 it's retroactive date is on or before the effective date of this contract.

9.2.4. The CONTRACTOR agrees to furnish the OWNER evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the OWNER, its officers, commissioners 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 OWNER, at its option, may require a complete copy of the above policy.

9.2.5. The certificate of insurance, other than the pollution liability insurance shall include the OWNER as an expressly scheduled additional insured using form CG 20-10, CG 20-37, CG 32 61 or their equivalent. A blanket endorsement or automatic endorsement is not sufficient to meet this requirement. Proof of insurance must include a copy of the endorsement showing the OWNER as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the OWNER 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 OWNER under this insurance. This policy(s) shall be primary insurance as respects to the OWNER. Any insurance or self insurance maintained by the OWNER shall be excess and shall not contribute to it.

9.2.6. 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 OWNER. 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 OWNER for review and approval.

9.3 Bonds. The CONTRACTOR agrees to furnish to the OWNER bonds covering the performance of the contract and the payment of obligations each in the amount equal to the full amount of the contract as amended. Upon the request of any person or entity appearing to be a potential beneficiary of the bonds covering payment of obligations arising in the contract, the CONTRACTOR shall promptly furnish a copy of the bonds or shall permit a copy to be made. The CONTRACTOR shall secure, include costs thereof in the bid, and pay for a performance bond and payments bond in compliance of ORS 279C.380 and other applicable revised statutes issued by a bonding company licensed to transact business in the State of Oregon in accordance with the bid and performance bonds forms provided or others acceptable to the OWNER. The CONTRACTOR also agrees that the performance bond to be furnished as specified shall be such as to stay in force for a period of three hundred sixty-five days (365) after acceptance of the work by the COUNTY as a guarantee of repair or replacement of any item(s) of work found to be defective by reason of faulty workmanship or defective materials.

9.3.1. The CONTRACTOR shall have a public work bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS 279C.830. Additionally the CONTRACTOR shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS 279C.830.

ARTICLE 10: DESCRIPTION OF CONTRACTOR

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

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

10.1.2. This Agreement 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 Agreement to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Public Employees Retirement System).

10.1.3. The CONTRACTOR certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

ARTICLE 11: MISCELLANEOUS

11.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

11.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

11.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 12: 1 YEAR WARRANTY PERIOD

12.1 The 1 year warranty period begins after written acceptance of the Project and when OWNER has received all required close-out paperwork Affidavits: Consent to Surety, Payment of Debts and Claims, Release of Liens, as well as CONTRACTOR's and SubCONTRACTOR's Payroll Forms, and the Release of Retainage has been given to the CONTRACTOR for the Project. The CONTRACTOR warrants to the Owner and Architect that materials and equipment furnished, installation of all components of the Scope of Work will be good quality no less than 1 full calendar year (i.e. 365 days, consecutively). The start and ending dates will be determined by the OWNER and Architect.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ARCHITECT. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ARCHITECT on their behalf.

STANDARD FORM OF AGREEMENT FOR CONSTRUCTION PROJECT

Project Title: **BEAVERCREEK CLINIC REMODEL**

Project Number: **53238**

This Agreement between Owner and Contractor is entered into as of the date it is signed by the Owner.

CONTRACTOR

North Pacific Construction
And Remodeling, Inc.
16835 S. Cliff Drive
Oregon City, OR 97045

OWNER

Clackamas County, Oregon

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

Signing on Behalf of the Board

By: *Louis T. Woosley*
Name & *Louis T Woosley*
Title *President*

By: _____
Rich Swift, Interim Director of
Health, Housing and Human Services

3-24-2015
Date Signed

Date Signed

93-1035901
Contractor's Federal Tax Identification No.
or Social Security No. (if individual)

68811
Oregon Commercial Contractor's
Board No.



COPY B.1

M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

April 2, 2015

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of a Special Public Works Fund Financing Contract
with Oregon Infrastructure Finance Authority for the Design and
Construction of Improvements to Last Road**

Purpose/Outcomes	Financing Contract with Oregon Infrastructure Finance Authority (IFA) for Special Public Works Funds (SPWF) to construct infrastructure improvements on Last Road
Dollar Amount and Fiscal Impact	Total Project Cost Estimate: \$418,800 The County is not required to contribute to the construction of this project.
Funding Source	SPWF Grant: \$250,000 General Sheet Metal: \$168,800
Safety Impact	This project will meet requirements for access and safety improvements as a result of commercial development on Last Road and allow better pedestrian connections on Last Road, Evelyn Street and Jennifer Street.
Duration	Project shall begin when all required signatures are obtained and will not exceed 36 months after the date of execution.
Previous Board Action	At the March 11, 2014 BCC Work Session the BCC approved the grant application.
Contact Person	Mike Bezner, Assistant Director of Transportation 503-742-4651

BACKGROUND:

Clackamas County Business and Community Services (BCS) has been working with General Sheet Metal (GSM) in the Clackamas Industrial Area to expand their business. As part of their expansion and in order to accommodate the increased demand on the transportation system adjacent to their business, Clackamas County Department of Transportation and Development (DTD) required GSM to complete infrastructure improvements on Last Road, Evelyn Street and Jennifer Street. In an effort to alleviate GSM of the cost of the infrastructure improvements, BCS applied for and was awarded a Special Public Works Fund (SPWF) Grant through the Oregon Infrastructure Finance Authority (IFA), which assists agencies to prepare industrial land with the intention of attracting, retaining and expanding local businesses.

The improvements on Last Road required by DTD include constructing a 21-foot half street over 540 linear feet consisting of curbs, sidewalks, landscaping and stormwater facilities, as well as improving the existing sidewalks on Evelyn Street and Jennifer Street that are adjacent to the GSM property. DTD has entered into an agreement with GSM to construct these improvements on their behalf. DTD will be the recipient of the SPWF Grant and will also be reimbursed by GSM for up to \$168,800 in order to complete the improvements.

The total project cost is estimated at \$418,800. The SPWF Grant has been awarded for \$250,000 and GSM will contribute \$168,800. The cost associated with DTD staff time to complete this project is included in the total project estimate.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends approval of the attached Financing Contract with Oregon Infrastructure Finance Authority for the design and construction of improvements on Last Road.

Respectfully submitted,



Mike Bezner, PE
Assistant Director of Transportation

SPECIAL PUBLIC WORKS FUND
FINANCING CONTRACT

Project Name: Clackamas Industrial Area Last Road Improvements (General Sheet Metal)

Project Number: L15002

This financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through the Oregon Infrastructure Finance Authority ("IFA"), and Clackamas County ("Recipient") for financing of the project referred to above and described in Exhibit D ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in Section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	NOT APPLICABLE
Exhibit C	NOT APPLICABLE
Exhibit D	Project Description; Project Special Condition
Exhibit E	Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

Estimated Project Cost: \$418,800.

Financing Availability Deadline: The earlier of 90 days after the Project Completion Date or 39 months after the date of this Contract.

Grant Amount: \$250,000.

Project Close-Out Deadline: 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

Project Completion Deadline: 36 months after the date of this Contract.

SECTION 2 - FINANCIAL ASSISTANCE

The IFA shall provide Recipient, and Recipient shall accept from IFA, a grant (the "Grant") in an aggregate amount not to exceed the Grant Amount.

SECTION 3 - DISBURSEMENTS

- A. **Disbursements.** The Financing Proceeds shall be disbursed to Recipient on an expense reimbursement or cost incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an IFA-provided or IFA-approved disbursement request form ("Disbursement Request").
- B. **Financing Availability Deadline.** The IFA's obligation to make and Recipient's right to request disbursements under this Contract shall terminate on the Financing Availability Deadline.

SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions to Closing. The IFA's obligations are subject to the receipt of the following items, in form and substance satisfactory to IFA and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient;
 - (2) Such other certificates, documents, opinions and information as IFA may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, IFA has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Default or Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The IFA, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) The IFA (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as IFA may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (5) Recipient has delivered documentation satisfactory to IFA that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (6) Any conditions to disbursement elsewhere in this Contract are met.

SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit B and according to the budget in Exhibit E. Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of IFA.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act and Oregon law as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, except as permitted by Exhibit D.
- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to IFA:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in Section 1, and the Project is fully funded.
- B. Organization and Authority.
- (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
 - (3) This Contract has been duly executed by Recipient, and when executed by IFA, is legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. The Recipient has disclosed in writing to IFA all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in Exhibit D and Exhibit E is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to IFA all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. No Defaults.
- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
 - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or instrument to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.
- G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the undertaking and completion of the Project.

SECTION 7 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify IFA of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, the Project and the operation of the roadway system of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS Chapters 279A, 279B and 279C.
 - (2) State labor standards and wage rates found in ORS Chapter 279C.
 - (3) OAR 123-042-0165 (5) requirements for signs and notifications.
- These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.
- C. Project Completion Obligations. Recipient shall:
- (1) Provide IFA with copies of all plans and specifications relating to the Project, and a timeline for the bidding/award process, at least ten (10) days before advertising for bids.
 - (2) Provide a copy of the bid tabulation and notice of award to IFA within ten (10) days after selecting a construction contractor.
 - (3) Permit IFA to conduct field engineering and inspection of the Project at any time.
 - (4) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
 - (5) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the IFA in writing.
 - (6) No later than the Project Closeout Deadline, provide IFA with a final project completion report on a form provided by IFA, including Recipient's certification that the Project is complete, all payments are made, and no further disbursements are needed; provided however, for the purposes of this Contract, IFA will be the final judge of the Project's completion.
 - (7) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.
- D. Ownership of Project. For not less than ten years after the Project Completion Date, the Project is and will continue to be owned by Recipient and will be operated by Recipient or by a person under a management contract or operating agreement with Recipient.
- E. Operation and Maintenance of the Project. Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements for not less than ten years after the Project Completion Date. On or before the Project Closeout Date, Recipient shall adopt a plan acceptable to IFA for the on-going operation and maintenance of the Project without reliance on IFA financing and furnish IFA, at its request, with evidence of such

adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.

- F. Insurance, Damage. The Recipient shall maintain, or cause to be maintained, for not less than ten years after the Project Completion Date, insurance policies with responsible insurers or self insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from exerting a defense against any party other than IFA, including a defense of immunity.
- G. Sales, Leases and Encumbrances. Except as specifically described in the Project Description, for ten years after the Project Completion Date, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, IFA may consent to such disposition if it has received 90 days' prior written notice from Recipient. Such consent may require assumption by transferee of all of Recipient's obligations hereunder and receipt by IFA of an opinion of Bond Counsel to the effect that such disposition complies with applicable law and will not adversely affect the exclusion of interest on any Lottery Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code. The term "Bond Counsel" means a law firm determined by IFA to have knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers of municipal bonds.
- H. Condemnation Proceeds. Until ten years after the Project Completion Date, if the Project or any portion is condemned, within 30 days of receipt of any proceeds from such disposition, Recipient shall pay such proceeds to IFA, not to exceed the Grant Amount, unless IFA agrees otherwise in writing.
- I. Books and Records. The Recipient shall keep accurate books and records for the use of all Financing Proceeds and the expenditure or utilization of all resources used in the Project, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time.
- J. Inspections; Information. The Recipient shall permit IFA and any party designated by IFA: (i) to inspect, at any reasonable time, the property, if any, regarding the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. The Recipient shall supply any related reports and information as IFA may reasonably require.
- K. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds until the date that is three years following the later of the final maturity of the Lottery Bonds, or the final maturity or redemption date of any obligation, or series of obligations, that refinanced the Lottery Bonds, or such longer period as may be required by other provisions of this Contract or applicable law. Such documentation includes, but may not be limited to, all documentation necessary to establish the uses and investment of the Grant proceeds, all construction contracts and invoices detailing the costs paid from Grant proceeds, and all contracts related to the uses of the Project, including leases, management contracts, and service contracts that relate to the use of the Project.

- L. Economic Benefit Data. The IFA may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by IFA.
- M. Minority, Women & Emerging Small Business. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for available contracts to emerging small businesses...” The IFA encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at <http://www.leg.state.or.us/ors/200.html>. Additional resources are provided by the Director of Economic & Business Equity at <http://www.oregon.gov/gov/MWESB/Pages/index.aspx>. Also, the Office of Minority, Women, and Emerging Small Business at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <http://imd10.cbs.state.or.us/ex/dir/omwesb/>.
- N. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for any construction design for the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.
- O. Notice of Default. The Recipient shall give IFA prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- P. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless IFA and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this Section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- Q. Exclusion of Interest from Federal Gross Income and Compliance with Code.
- (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds used by IFA to fund the Financing Proceeds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. IFA may decline to disburse Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
- (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of IFA, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute “private business use” within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be “disproportionate related business use” or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient

receives the prior written approval of IFA, Recipient shall not directly or indirectly use any Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.

- (3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.
- (4) The Recipient shall not cause any Lottery Bonds to be treated as "federally guaranteed" for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to "federally guaranteed" obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as "federally guaranteed" if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) is invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.
- (5) The Recipient shall assist IFA to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. The Recipient shall pay to IFA such amounts as may be directed by IFA to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds. The Recipient further shall reimburse IFA for the portion of any expenses it incurs related to the Financing Proceeds that is necessary to satisfy the requirements of Section 148(f) of the Code.
- (6) Upon IFA's request, Recipient shall furnish written information regarding its investments and use of Financing Proceeds, and of any facilities financed or refinanced therewith, including providing IFA with any information and documentation that IFA reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.
- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the payment of the Lottery Bonds, and the interest thereon, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Project may be funded with the proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.
- (8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. §1.150-1(b), shall purchase any Lottery Bonds from which proceeds were used to finance the Project, in an amount related to the amount of the Grant.

SECTION 8 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to the Project or in regard to compliance with the requirements of section 103 and sections 141 through 150 of the Code.

- B. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this section 8, and the failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by IFA. The IFA may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 9 - REMEDIES

- A. Remedies. Upon any Event of Default, IFA may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
- (1) Terminating IFA's commitment and obligation to make the Grant or disbursements under the Contract.
 - (2) Barring Recipient from applying for future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.449; however, this provision is not to be construed in a way that Recipient's obligations would constitute debt that violates Section 10, Article XI of the Oregon Constitution.
 - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by IFA pursuant to section 9.A will be applied first, to pay any attorneys fees and other fees and expenses incurred by IFA; then, as applicable, to repay any Grant proceeds owed; then, to pay any other amounts due and payable under this Contract.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to IFA is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract shall preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The IFA is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.
- D. Default by IFA. In the event IFA defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of IFA's obligations.

SECTION 10 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of IFA, Recipient, and their respective successors and permitted assigns.

- (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of IFA. The IFA may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to IFA, any fees or costs incurred because of such assignment, including but not limited to attorneys fees of IFA's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of IFA beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.
- (5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that the IFA deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:

- (1) The IFA makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) In no event are IFA or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices. All notices to be given under this Contract must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to IFA: Program Services Division Manager
 Infrastructure Finance Authority
 Oregon Business Development Department
 775 Summer Street NE, Suite 200
 Salem, OR 97301-1280

If to Recipient: Michael Bezner
 Clackamas County
 150 Beavercreek Road
 Oregon City, OR 97045

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of IFA (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys fees and costs at trial and on appeal. Reasonable attorneys fees cannot exceed the rate charged to IFA by its attorneys.

I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). 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.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

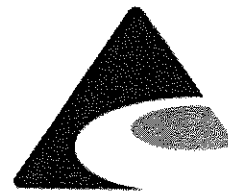
J. Integration. This Contract (including all exhibits, schedules or attachments) constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through the
Oregon Infrastructure Finance Authority



CLACKAMAS COUNTY

By: _____
Paulina Layton, Manager
Program Services Division

By: _____
John Ludlow, Chair
Board of County Commissioners

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Lynn T. Nagasako as per email dated 4 August 2014
Lynn T. Nagasako, Sr. Assistant Attorney General

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285B.410 through 285B.482, as amended.

“Award” means the award of financial assistance to Recipient by IFA dated 28 July 2014.

“C.F.R.” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, IFA or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Financing Proceeds” means the proceeds of the Grant.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon payable solely from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Grant.

“Municipality” means any entity described in ORS 285B.410(8).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

EXHIBIT D - PROJECT DESCRIPTION; PROJECT SPECIAL CONDITION

I. Project Description

Recipient will, with the assistance of a licensed engineer, design and construct road and infrastructure improvements to Last Road in Clackamas, Oregon, in the vicinity of the new location of General Sheet Metal Works, Inc. at the southwest corner of the intersection of Evelyn Street and Last Road. Recipient will construct Last Road as half-street improvements with a 21-foot width over approximately 540 linear feet consisting of curbs, a 5-foot wide landscape strip, and a 5-foot wide sidewalk. Recipient will extend stormwater services with a 12-inch diameter pipe over approximately 460 linear feet. In addition, Recipient will improve Evelyn Street and Jennifer Street sidewalks and widen them to 6 feet, extending southwest approximately 1000 feet from the railroad tracks along Last Road.

II. Project Special Condition

Job Creation and Maintenance or Grant Repayment. In order to retain the Grant, Recipient is bound by the condition that General Sheet Metal Works, Inc. at its facility located in Clackamas, Oregon (“Facility”), retains at least 90 full-time equivalent jobs (“FTEs”) and maintains those same FTEs for four consecutive calendar quarters beginning the calendar quarter immediately following the Project Completion Date (the “Maintenance Period”).

If at least 90 FTEs are not maintained for the Maintenance Period, Recipient shall repay the portion of the Grant equal to \$2,778 multiplied by the difference obtained by subtracting from 90 the total number of FTEs that were maintained for the Maintenance Period, less any portion of the Grant not disbursed. Any amount due under this section will be payable upon demand by IFA.

For purposes of this Contract, one FTE is equal to 1,820 hours worked during the Maintenance Period. “Hours worked” for an employee means all hours that the employee worked, if the employee is paid for those hours. “Hours worked” does not include vacation time, sick leave or any other paid time where no work is performed.

The IFA intends to obtain the number of hours worked by employees of General Sheet Metal Works, Inc. at the Facility, during the Maintenance Period through review of information obtained from the Oregon Employment Department. If IFA is not able to obtain information from the Oregon Employment Department to determine the number of hours worked, Recipient shall obtain and provide comparable information, as IFA may reasonably request, in order to determine the actual number of FTEs maintained.

IFA Project Budget



Recipient: Clackamas County
Project Name: Clackamas Industrial Area Last Road Improvements (General Sheet Metal)
Funding Programs: Special Public Works Fund

Project Number: L15002
 280-12

(A) Activity	IFA Funds				Other / Matching Funds			All Funds	
	(B) Approved Budget	(C) Prior Disbursements	(D) Current Request	(E) = [B-C-D] Balance	(F) Approved Budget	(G) Prior Expenditures	(H) Current Expenditure	(I) = [F-G-H] Balance	(J) = [C+D+G+H] Disbursed & Expended
Engineering	\$65,000								
Construction	185,000				90,000				
Construction Contingency					68,800				
Utility Relocation					10,000				
Total	\$250,000				\$168,800				

**Preliminary Cost Estimate
Clackamas County**

SECTION Last Road @ Evelyn St	REFERENCE NAME/PHONE Joel Howie 503-742-4658	COUNTY Clackamas	SHEETS 2 Pages
KIND OF WORK Roadway Improvements	Bridge # Summary Sheet	DATE 03/03/2015	NAME jorh
Last Rd Frontage Improvements at GSM (540' by 21')			

NO.	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL	SECTION TOTALS
	Mobilization and Traffic Control					\$38,119
	Mobilization (10%)	LS	1	\$24,558	\$24,558	
	Temp. Protection and Direction of Traffic (2%)	LS	1	\$4,912	\$4,912	
	Temporary Signs	ft2	50	\$20	\$1,000	
	Flaggers	hr	50	\$40	\$2,000	
	Erosion Control	LS	1	\$2,000	\$2,000	
	Construction Entrances	Each	1	\$750	\$750	
	Inlet Protection, Type 3	Each	4	\$150	\$600	
	Sediment Fence, Supported	ft	600	\$3.00	\$1,800	
	Pollution Control Plan	LS	1	\$500	\$500	
	Roadwork					\$22,320
	Removal of Structures and Obstructions	LS	1	\$2,500	\$2,500	
	Clearing and Grubbing	LS	1	\$2,000	\$2,000	
	Asphalt Pavement Sawcutting	ft	1310	\$2	\$2,620	
	General Excavation	yd3	660	\$17.50	\$11,550	
	12 inch Subgrade Stabilization	yd2	50	\$25	\$1,250	
	Subgrade Geotextile	yd2	1200	\$2.00	\$2,400	
	Drainage and Sewers					\$31,300
	12-inch Storm Sewer Pipe, 5 feet Depth	ft	460	\$55	\$25,300	
	Concrete Storm Sewer Manholes	ea	1	\$2,500	\$2,500	
	Concrete Inlets, Standard Catch Basin	ea	2	\$1,750	\$3,500	
	Bases					\$11,000
	Aggregate Base	ton	550	\$20	\$11,000	
	Wearing Surface					\$147,050
	Level 3, 1/2-in Dense HMA Mixture	ton	450	\$80	\$36,000	
	Concrete Curbs	ft	650	\$25	\$16,250	
	Concrete Driveways, Reinforced	ft2	500	\$30	\$15,000	
	Concrete Walks	ft2	5220	\$15	\$78,300	
	Concrete Ramps	ea	1	\$1,500	\$1,500	
	Permanent Traffic Safety and Guidance Devices					\$3,025
	Pavement Line Removal	ft	1100	\$0.75	\$825	
	Painted Permanent Pavement Striping	ft	1100	\$2	\$2,200	
	Permanent Traffic Control and Illumination Systems					\$1,660
	Remove Existing Signs	LS	1	\$150	\$150	
	Remove and Reinstall Existing Signs	LS	1	\$750	\$750	
	Single Post Breakaway Sign Support	Each	2	\$200	\$400	
	Type "R" Signs in Place	ft2	9	\$20	\$180	
	Type "W3" Signs in Place	ft2	9	\$20	\$180	
	Right-of-Way Development and Control					\$8,970
	Permanent Seeding, Mix No. 1	Ac	0.32	\$5,000	\$1,600	
	Topsoil	yd3	150	\$30	\$4,500	
	Shrubs, 1-gallon container	Each	140	\$8	\$1,120	
	Deciduous Trees, 3-gallon container	Each	7	\$250	\$1,750	
	Potable Water Pipe and Fittings					\$11,600

EXHIBIT B

**Preliminary Cost Estimate
Clackamas County**

SECTION	REFERENCE NAME/PHONE	COUNTY	SHEETS	
Last Road @ Evelyn St	Joel Howie 503-742-4658	Clackamas	2 Pages	
KIND OF WORK	Bridge #	DATE	NAME	
Roadway Improvements	Summary Sheet	03/03/2015	jorh	
Last Rd Frontage Improvements at GSM (540' by 21')				
8 inch Gate Valve	Each	1	\$750	\$750
8 inch Tapping Sleeve and 8 inch Valve Assembly	Each	1	\$1,250	\$1,250
8 inch Potable Water Pipe, Ftgs and Cplgs w Class B Backfill	ft	25	\$100	\$2,500
1.5 inch Potable Water Pipe, Ftgs and Cplgs w Class B Backfill	ft	40	\$40	\$1,600
Extra Trench Excavation with Class B Backfill	yd3	10	\$150	\$1,500
1.5 inch Connection to 8" Existing Main	Each	1	\$4,000	\$4,000
Engineer's Estimate of Contractor's Bid:			\$275,000	
25%	- Contingencies:		\$68,800	
Preliminary Engineering			\$50,000	
Construction Engineering			\$25,000	
TOTAL COST:			\$418,800	

Approval of Previous Business Meeting Minutes:

March 12, 2015

(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 12, 2015 – 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

I. CITIZEN COMMUNICATION

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

1. Jay Minor, West Linn – spoke regarding Stafford area planning and land use issues.
2. Dave Adams, Stafford Hamlet - spoke regarding Stafford area planning and land use issues.

~Board Discussion~

3. Mack Woods, Canby – Veteran's issues.

John Foote, District Attorney, Judge Deanne Darling gave a citizen award to Dee Lewitz for her outstanding volunteer services to Clackamas County as a member of the Overland Park Coalition.

II. PRESENTATION

1. Presentation to Clackamas County Service District No. 1 by the Energy Trust of Oregon, Incentive Award for Water Environment Services (WES) for Kellogg Creek Water Pollution Control Plant – Aeration Basin Improvements Project
Greg Geist, Interim Water Environment Services Director introduced Ray Hawksley, Senior Technical Manage for Energy Trust of Oregon. Mr. Hawksley explained the award and presented a check for \$127,752 to staff at Water Environment Services.

III. DISCUSSION ITEMS

~NO DISCUSSION ITEMS SCHEDULED

IV. CONSENT AGENDA

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

MOTION:

Commissioner Smith: I move we approve the consent agenda.

Commissioner Bernard: Second.

~Board Discussion~

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 a Revenue Memorandum of Agreement with CareOregon, Inc. to Develop Improved Engagement and Access to New Members and Develop Clinical Care Teams at the Clackamas County Health Centers – *Health Centers*
2. Approval of an Intergovernmental Program Performance Agreement with Clackamas Education Service District – *Children, Youth & Families*
3. Approval to Apply to Oregon Department of Education, Oregon Youth Development Division Youth and Community Grant to Improve Education and Workforce Success for Youth - *Children, Youth & Families*
4. Approval of Grant Award Agreement with Oregon Department of Education- Early Learning Division to Develop Focused Child Care Networks - *Children, Youth & Families*

B. Finance Department

1. Approval of a Contract with Hydro-Temp Mechanical, Inc. for the New Membrane Roofing System and HVAC Replacement at the Clackamas County Jail Facility
2. Resolution No. **2015-19** Acknowledging Expenditures in Excess of Appropriations for Fiscal Year 2014 and Describing Corrective Action in Accordance with *ORS 297-466*

C. Elected Officials

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

D. Business & Community Services

1. Approval of an Intergovernmental Agreement between the City of Oregon City and Clackamas County for Oregon City Enterprise Zone Program Management

V. WATER ENVIRONMENT SERVICES

1. Authorization for County Counsel to Initiate Litigation against the City of Oregon City on behalf of Clackamas County Tri-City Service District

VI. COUNTY ADMINISTRATOR UPDATE

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

VII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:25 PM

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

www.clackamas.us/bcc/business.html



C.2

John S. Foote, District Attorney for Clackamas County

Clackamas County Courthouse, 807 Main Street, Room 7, Oregon City, Oregon 97045
503 655-8431, FAX 503 650-8943, www.co.clackamas.or.us/da/

April 2, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of

State of Oregon Intergovernmental Agreement Number 147911

Purpose/Outcomes	Augment, improve or otherwise maintain the quality of the juvenile dependency litigation program.
Dollar Amount and Fiscal Impact	The maximum payable amount of this agreement is \$193,729. Payments of \$24,216 are expected to be made quarterly for eight quarters. No match is required. Funds will be used to offset the salary and fringe costs of the FTE Juvenile Deputy District Attorneys (DDAs).
Funding Source	State of Oregon, acting by and through its Department of Human Services
Safety Impact	The District Attorney's Office has two full-time deputy district attorneys dedicated to juvenile dependency cases. Each DDA is focused on the safety, permanency and well-being of the children involved.
Duration	Effective July 1, 2015 through June 30, 2017
Previous Board Action/Review	The Board has approved four Juvenile Dependency IGA's since March 2008.
Contact Person	Sarah Brown, Administrative Services Manager for the District Attorney
County Counsel	Approved as to form on March 19, 2015

BACKGROUND:

The Board approved the first Intergovernmental Agreement between the District Attorney's Office and the Department of Justice to increase involvement in or otherwise improve the quality of juvenile dependency proceedings on March 13, 2008. Since entering into this IGA, the District Attorney's Office has reviewed over 2,000 juvenile dependency cases.

RECOMMENDATION:

I respectfully recommend that the Board approve the attached Intergovernmental Agreement between the Department of Human Services and the District Attorney's Office.

Respectfully submitted,

Sarah Brown
Administrator

Agreement Number 147911



**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 among the State of Oregon, acting by and through its Department of Human Services through its

**Child Welfare, CW-SS Operations Administration
500 Summer Street NE, E93
Salem, Oregon 97301
Agreement Administrator: Aimee Dickson
Telephone: 503 / 945-6345
Facsimile: 503 / 373-7492
E-mail address: aimee.r.dickson@state.or.us**

("DHS), and

**Clackamas County
John Ludlow, Commission Chair
2051 Kaen Rd.
Oregon City, OR 97045
Telephone: 503 / 655-5581
Facsimile: 503 / 742-5919
E-mail address: jludlow@clackamas.or.us**

("County"), and

**Clackamas County District Attorney
John Foote
807 Main Street, Room 7
Oregon City, Or 97045
Telephone: 503 / 655-8431
Facsimile: 503 / 650-8943
E-mail address: johnfoote@co.clackamas.or.us**

(the "District Attorney," or "DA,") acting pursuant to Article VII, Section 17 (original) of the Oregon Constitution.

RECITALS

1. Pursuant to ORS Chapter 180, the Attorney General, through the Department of Justice (“DOJ”), generally advises the State and its various agencies, departments, boards, bureaus, commissions, and officers, and provides legal services to the State, without depriving the district attorneys of any of their authority; and
2. Pursuant to ORS Chapter 419B, DHS carries out the policy of the State of Oregon to protect the interests of children in Oregon who may be removed from the custody of a parent in the case of abuse, neglect, or abandonment; and cinnamon
3. Pursuant to ORS 419B.875 and ORS 8.685, district attorneys may appear on behalf of the state in juvenile court in any matter within the jurisdiction of the court; and
4. To ensure consistent statewide practices related to juvenile dependency proceedings, the District Attorneys, County, DHS and DOJ began to cooperate for the expressly limited purpose of participating in court appearances and related activities in juvenile dependency proceedings that occur at any time between the filing of a dependency petition or subsequent related dependency petitions pursuant to ORS 419B.809 and the entry by a court of a dispositional order on the merits on all allegations in that petition or petitions; and
5. The District Attorney, County and DHS wish to continue to cooperate to ensure consistent statewide practice with respect to juvenile dependency proceedings as described above; and
6. The alignment of interests between District Attorneys and DHS helps ensure that the focus of juvenile dependency proceedings is on the safety, permanency and well-being of Oregon's children, and that, where appropriate, reasonable or active efforts are made to preserve and reunify families; and
7. The Legislative Assembly appropriated funds to DHS for the 2015-2017 biennium to help support District Attorneys in every county in Oregon in their continued involvement in juvenile dependency proceedings occurring at any time between the filing of a dependency petition pursuant to ORS 419B.809 and the entry by a court of a dispositional order on the merits on all allegations in that petition;
8. The Legislative Assembly intended that its appropriation of funds will increase involvement in, improve the quality of, or otherwise assist to maintain a successful and effective juvenile dependency litigation program in every county in Oregon;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained in this Intergovernmental Agreement (“Agreement”) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Effective Date and Duration.

This Agreement when fully executed by all parties and approved as required by applicable law shall become effective **July 1, 2015** through **June 30, 2017**, unless terminated earlier in accordance with its terms. Agreement termination or expiration shall not extinguish or prejudice any party's right to enforce this Agreement with respect to any default by another 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: Description of Work and General Requirements
- Exhibit A, Part 2: Payment and Financial Reporting
- Exhibit A, Part 3: Special Terms and Conditions
- Exhibit B: Standard Terms and Conditions
- Exhibit C: Insurance Requirements
- Attachment 1 Example Claim Form

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 herein.

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: this Agreement without Exhibits, Exhibits A, B, and C.

c. For purposes of this Agreement, “Work” means specific work to be performed or services to be delivered by County and District Attorney 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 **\$193,729.00**. 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 follows:

Designated Funds	Effective Dates	Amount	Quarterly Payment
State General Funds	July 1, 2015 – June 30, 2017	\$193,729.00	\$24,216.12

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: N/A

County is a sub-recipient; **OR** County is a vendor.

5. County and District Attorney Data and Certification.

- a. **County and District Attorney Information.** County and District Attorney 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): Clackamas County

Street address: 2051 Kaen Road

City, state, zip code: Oregon City, OR 97045

Email address: marcg@co.clackamas.or.us

Telephone: (503) 742-5400 Facsimile: (503) 742-5401

Federal Employer Identification Number: 936002286

District Attorney Name (exactly as filed with the IRS):

Clackamas County District Attorney's Office

Street address: 807 Main Street

City, state, zip code: Oregon City, OR 97045

Email address: JohnFoote@co.clackamas.or.us

Telephone: (503) 655-8431 Facsimile: (503) 650-8943

Federal Employer Identification Number: 936002286

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 and District Attorney acknowledge 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 District Attorney and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County and District Attorney certify 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 and District Attorney further acknowledge 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 and District Attorney. Without limiting the generality of the foregoing, by signature on this Agreement, the County and District Attorney hereby certify that:

- (1) Under penalty of perjury the undersigned is authorized to act on behalf of County and District Attorney and that County and District Attorney are, 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 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;
- (2) The information shown in this Section 5., County and District Attorney Data and Certification, is County's and District Attorney's true, accurate and correct information;
- (3) To the best of the undersigned's knowledge, County and District Attorney have 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;
- (4) County and District Attorney and County's and District Attorney'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>;
- (5) County and District Attorney are 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
- (6) County and District Attorney are not subject to backup withholding because:
 - (a) County and District Attorney are exempt from backup withholding;

- (b) County and District Attorney have 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 and District Attorney that County and District Attorney are no longer subject to backup withholding.
- c. County and District Attorney are required to provide a Federal Employer Identification Number (FEIN). By County's and District Attorney's signature on this Agreement, County and District Attorney hereby certify that the FEIN provided to DHS is true and accurate. If this information changes, County and District Attorney are 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.

6. Signatures.

Clackamas County

By:

County Executive

Date

Clackamas County District Attorney

Date

State of Oregon acting by and through its Department of Human Services

By:

Authorized Signature

Title

Date

Approved for Legal Sufficiency

Jeffery Wahl via e-mail

02/20/2015

Assistant Attorney General

Date

Office of Contracts and Procurement

Contract Specialist

Date

EXHIBIT A

Part 1

Description of Work and General Requirements

County and District Attorney shall, to the extent that resources permit and in proportion to the State General Funding available pursuant to this Agreement, augment, improve or otherwise maintain the quality of the juvenile dependency litigation program in accordance with the following procedural and operational requirements:

1. Hearings: The District Attorney shall prepare for, and an attorney shall actively participate in the following juvenile dependency events occurring in the county at any time between the filing of any dependency petition or subsequent related petitions and entry of a disposition order on the merits on all allegations in the petition(s):
 - a. Contested shelter hearings;
 - b. Jurisdiction hearings;
 - c. Disposition hearings (whether held with or separately from the jurisdiction hearing);
 - d. Formal and informal settlement and pretrial conferences; and
 - e. Aggravated circumstances hearings.

In addition, to the extent that remaining available resources permit, the District Attorney shall ensure that an attorney prepares for and actively participates in other hearings that are contested or likely to be contested and occur at any time between the filing of any dependency petition and entry of disposition orders on the merits on all allegations in the petition(s).

2. Conduct at Hearing: The District Attorney shall:
 - a. Present the State of Oregon's case-in-chief;
 - b. Present evidence regarding DHS' "reasonable/active efforts" to prevent removal and to make it possible for the child to safely return home and present evidence regarding whether it is in the "best interest of the child" to be removed from home;
 - c. Present and examine witnesses and, when appropriate, present or object to exhibits, settlements and stipulations;
 - d. Make opening and closing statements, when appropriate, to aid the court in understanding the issues; and
 - e. Perform other actions appropriate to active participation in a hearing.
3. Hearing Preparation and Post-Hearing Work: In dependency cases, from the time the child is taken into custody through the jurisdiction and disposition hearings, the District Attorney shall perform the following functions as to juvenile dependency proceedings:
 - a. Review for legal sufficiency, as appropriate, petitions, summons, stipulated orders, and other orders and documents;

- b. Prepare pick-up orders (warrants), if needed;
- c. Take statutorily required steps to ensure that all necessary parties are properly given notice or served and summoned to court. If necessary to accomplish this, the District Attorney shall file motions for alternative service or service by publication or other motions to ensure that proper notice has been given prior to taking a default judgment against a parent;
- d. Prepare witness lists, issue witness subpoenas and arrange for service;
- e. Prepare, as necessary, witnesses for hearing;
- f. Draft necessary motions and pleadings and ensure that proper notice is provided to all parties;
- g. Review discovery material from other parties and follow-up as necessary;
- h. Stipulate to, litigate or otherwise resolve pre-hearing motions as appropriate;
- i. Prepare stipulated orders as appropriate and ensure that proper notice is provided to all parties; and
- j. Prepare orders when requested to do so by the court or when otherwise appropriate, and ensure that proper notice is provided to all parties and the order is signed by the judge.

The District Attorney may delegate functions described above in this subsection to a non-lawyer working under the supervision of the District Attorney or at the District Attorney's direction to the extent that the function does not require the exercise of independent legal judgment.

4. Casework Procedures:

- a. Consultation: The District Attorney is authorized by DOJ to consult with DHS as described herein. Prior to and, as appropriate, during negotiations, formal or informal settlement conferences and hearings, the District Attorney shall consult with DHS and consider DHS' position on decisions about:
 - (1) The need to remove a child from the child's home or to return the child to a parent;
 - (2) The need to obtain jurisdiction pursuant to certain allegations, at any point in the dependency proceedings, in order for DHS and the court to require parents to complete services related to the allegation; and
 - (3) Whether to accept, reject, litigate or otherwise resolve any offers of settlement or compromise on individual petition allegations and on any other issues that arise in the course of the case.
- b. Differences in Position: Prior to the hearing and as soon as practically possible, if the District Attorney determines that the fundamental nature of the State of Oregon's position or recommendations on an individual case is significantly different from what DHS has indicated its position or recommendations would

be, the District Attorney shall promptly inform the local DHS District Manager or Child Welfare Program Manager of the nature and extent of the differences.

- c. **Exceptional Circumstances:** If after full and informed consultation with the DHS District Manager or Child Welfare Program Manager, the District Attorney determines that the State of Oregon's position or recommendations on an individual case remains in conflict with DHS' position or recommendations, then the District Attorney may elect not to continue to consult with or appear and present information in conjunction with DHS and may elect to appear in court only to present the State of Oregon's position or recommendations on an individual case. A related criminal case should not automatically constitute an exceptional circumstance.
- d. **Presentation of DHS Position:** If the position or recommendations to the court expressed by the District Attorney are significantly different from DHS' position or recommendations, and DOJ is not appearing in a hearing on behalf of DHS, the District Attorney shall describe the differences to the court.

5. General Requirements: The District Attorney shall:

- a. Promote timely hearings and strive to reduce case continuances;
- b. Cooperate and communicate on a regular basis with other professionals and parties in a case, including DM;
- c. Provide that all attorney staff who work on these cases fully understand and comply with all relevant federal and state laws, regulations, policies, rules and the requirements of this Agreement; and
- d. Provide that all attorney staff who perform legal work on these cases receive at least one day's training on the juvenile dependency process and legal issues arising therein each year.

6. Resources: County and District Attorney shall make sufficient resources available to enable District Attorney to meet these procedural and operational requirements. Moneys provided pursuant to this Agreement may be used by County and District Attorney only to augment, improve the quality of, or continue to maintain a juvenile dependency litigation program that meets or exceeds the goals of this Agreement. None of the additional funds paid pursuant to this Agreement may be applied to any other non-juvenile dependency expenses, including service or supply costs.

7. Allocation of costs other than personnel costs: Notwithstanding paragraph F above, the District Attorney and County may continue to assign responsibility for payment of costs, including the cost of retaining experts and serving process or subpoenas, between the District Attorney, County, and DHS as those parties may have divided such costs on or before the effective date of this Agreement.

EXHIBIT A
Part 2
Payment and Financial Reporting

State General Funds

1. Of the not to exceed amount listed in Article 3 of this Agreement, DHS will pay one-eighth of the State General Funds NTE amount at the end of each quarter, in equal installments, in accordance with requirements set forth under paragraph 3 of this Exhibit. DHS will not pay County and District Attorney any amount in excess of the amount stated in Article IV of this Agreement for completing the Work, will not pay County or District Attorney severally and will not pay for Work performed after the termination or expiration of the Agreement. DHS also will not pay for work performed on cases where the fundamental nature of the District Attorney's position or recommendations were significantly different from DHS' position or recommendations.

2. DHS may examine invoices and audit and review the actual expenses of the County and District Attorney to ensure that the payments under this Agreement are reasonable and necessary, and to ensure that the County's and DA's expenses are in accordance with applicable federal regulations and this Agreement. If DOJ, DHS, the Oregon Secretary of State's Office or the federal government finds, from an audit and review, that the County or District Attorney has made expenditures from the funds under this Agreement for expenses that are not reasonable and necessary or are not in accordance with applicable federal regulations or this Agreement, County and District Attorney shall promptly refund the monies so expended to DHS upon request.

The County or District Attorney shall forward to DHS a certification of the work performed (form attached) and claiming the one-eighth amount at the close of each calendar quarter

3. Certifications must be sent to DHS for review and approval at the following address:

Oregon Department of Human Services

Aimee Dickson
500 Summer Street NE, E93
Salem, Oregon 97301

Questions about invoices may be made to at the above address or at juvenile.dependencyinvoices@dhs.oha.state.or.us

DHS must receive all quarterly certifications by October 1, 2017.

EXHIBIT A

Part 3 Special Terms and Conditions

1. Confidentiality of Client Information.

Confidential information provided to the District Attorney or County with respect to DHS client information is confidential and protected by state and federal law, and shall only be used and disclosed as authorized by law.

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 Description of Work and General Requirements 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. Background Checks.

- a. The County or DA shall verify that any County or District Attorney employee working with children who are the subject of a dependency petition that is covered by this Agreement has not been convicted of any of the following crimes: child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee scheduled to work with such children. The County or DA shall establish verification by:
- (1) For applicants for employment, having the applicant, as a condition of employment, apply for and receive a criminal history check from a local Oregon State Police (OSP) office, which shall be shared with the County or DA,
 - (2) For applicants and employees, obtaining from the OSP for an "Oregon only" criminal history check on the applicant or employee. The County or DA shall give OSP the applicant's or employee's name, birth date and social security number, or
 - (3) Any other process by which the County or DA obtains the employee's or applicant's criminal history.
- b. The County or DA shall determine, after receiving the applicant's or employees criminal history, whether the applicant or employee has been convicted of any crime listed above, and whether these convictions pose a risk to working safely with such children.

If the County or DA learns of a conviction of any of the above listed crimes from the applicant or employee's record, and the County or DA chooses to hire the employee or applicant, the County or DA shall confirm in writing the reasons for hiring the individual. These reasons shall address how the applicant/employee is presently suitable or able to work with such children in a safe and trustworthy manner. The County or DA shall place this information, along with the applicant's or employee's criminal history check, in the employee's personnel file, and make it available upon request in a review or audit.

4. **Equal Access to Services.** County or DA 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 or DA 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. **Mandatory Reporting.** The County or DA shall immediately report any evidence of 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 to 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.
7. **Nondiscrimination.** The County or DA 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.

Remainder of page left blank intentionally.

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.** All 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, District Attorney 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.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County and District Attorney 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 and District Attorney 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 and District Attorney 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), unless otherwise mutually agreed, 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 and District Attorney shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County and District Attorney 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 and District Attorney shall provide this designation and information on a form provided by DHS. In the event that EFT information changes or the County and District Attorney elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County and District Attorney 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 and District Attorney.

6. **Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County, District Attorney and DHS, result in payments to County and District Attorney to which County and District Attorney is not entitled, DHS, after

giving to County and District Attorney written notification and an opportunity to object, may withhold from payments due to County and District Attorney 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 and District Attorney object to the withholding or the amount proposed to be withheld, County and District Attorney shall notify DHS that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.

7. **Compliance with Law.** Nothing in this Agreement shall require County, District Attorney or DHS to act in violation of state or federal law or the Constitution of the State of Oregon.

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 and District Attorney Intellectual Property" means any intellectual property owned by County or District Attorney and developed independently from the Work.

(2) "Third Party Intellectual Property" means any intellectual property owned by parties other than DHS, County or District Attorney.

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, District Attorney or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the County or District Attorney owns, County or District Attorney 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, County or District Attorney grant to the United States a license to any intellectual property, or if state or federal law requires that the DHS or the United States own the intellectual property, then County or District Attorney 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 or District Attorney 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 or District Attorney to use, copy, distribute, display, build upon and improve the intellectual property.

- d. County and District Attorney 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 or District Attorney 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 or District Attorney, 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 or District Attorney 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;
- (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 or District Attorney 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.** Parties shall maintain insurance as set forth in Exhibit C, which is attached hereto.

15. **Records Maintenance; Access.** County or District Attorney 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.** DHS, County and District Attorney shall not 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 and District Attorney 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 and District Attorney 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, County and District Attorney 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, District Attorney 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 at number listed below. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

DHS: Office of Contracts and Procurement
250 Winter Street NE, Room 306
Salem, Oregon 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324

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. **Construction.** *[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 or District Attorney, require the County or District Attorney 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.

Remainder of page left blank intentionally.

EXHIBIT C

Insurance Requirements

Agencies shall agree to maintain insurance levels 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 30.270.

Remainder of page left blank intentionally.

Attachment A
Example Claim Form

County:			Report Date:	
Mailing Address:			Quarter Ended:	
City, State, Zip:			Amount Claimed:	

Certification:	
-----------------------	--

In accordance with Exhibit A, Part 1, of the 2015-2017 Intergovernmental Agreement, I certify that the District Attorney's office provided services to DHS intended to support the dependency work that my office performs.

The Work performed enlarged or otherwise improved the quality of the juvenile dependency litigation program in comparison to the program as it would have existed in the absence of the requested support.

Signature:		Prepared by:	
Typed Name:		Name:	
Title:	District Attorney	Contact Phone:	
Signature:		Contact Email:	

DHS Validation:		
	Sign or Initial	Date
Amount claimed correct:		
Date paid to County:		

1. **Certification.** The District Attorney must sign the certification and submit the form to DHS after the close of each calendar quarter. The first quarter for which a claim can be submitted will be the quarter ending September 30, 2015. Claim forms should be submitted within 30 days of the end of the quarter. Include the name of the person responsible for preparing the report and their contact phone number.
2. **DHS Validation.** For DHS use only. Democrat e

DHS will verify the county forms, and keep the official documentation from the counties in its files. Upon approval of the claims, DHS will then make the appropriate payments to the participating counties.

Remainder of page left blank intentionally.