

AGENDA

Thursday, October 10, 2019 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2019-87

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY PUBLIC HEARING

1. Public Hearing on the Proposed Amendment to the 2019-2020 Housing Authority of Clackamas County Annual Plan (Jill Smith, Housing Authority Director)

II. HOUSING AUTHORITY CONSENT AGENDA

1. Approval of a Contract between the Housing Authority and Do Good Multnomah to Provide Supportive Services for Families Living in Clayton Mohr Commons
2. Approval to execute a contract between the Housing Authority and Portland Real Estate Solutions, LLC dba Portland Construction Solutions for the Modernization of a Public Housing Unit

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. BOARD OF HEALTH

BOARD OF HEALTH PRESENTATION

(Following are items of interest to the citizens of the County)

1. Turning the Tide on Opioid Epidemic: The Collective Clackamas Response (Dr. Sarah Present, Public Health)

BOARD OF HEALTH PUBLIC COMMENT

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

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Revenue Agreement Amendment No. 2 with the State of Oregon, Department of Human Services for the Operation of the Supplemental Nutrition Assistance Program Employment & Training – *Children, Family & Community Connections*
2. Approval for an Intergovernmental Grant Agreement with the State of Oregon Criminal Justice Commission (CJC) to Continue Providing Adult Drug Court (ADC) Services – *Health Centers*

B. Elected Officials

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

C. Community Corrections

1. Approval of Intergovernmental Agreement No. 5834 and Biennial Plan with the State of Oregon, Department of Corrections to Provide Funding for Community Corrections Programs for the 2019-2021 Biennium

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

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

October 10, 2019

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Public Hearing on the Proposed Amendment to the 2019-2020 Housing Authority of
Clackamas County (HACC) Annual Plan

Purpose/Outcomes	A Public Hearing before the Housing Authority Board of Commissioners to review the Amendment to the 2019-2020 Annual Plan
Dollar Amount and Fiscal Impact	\$13,405,000 for Section 8 Voucher funds, \$2,249,000 in Public Housing funds and \$1,300,000 in Capital Grants Program funds
Funding Source	U.S. Department of Housing and Urban Development No County General Funds are involved.
Duration	Effective October 17, 2019 through June 30, 2020
Previous Board Action	2019-2020 Annual Plan approved by the HACC Board on April 7, 2019 – Resolution No. 1937
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Ensure safe, healthy and secure communities 2. Individuals and families in need are healthy and safe 3. Grow a vibrant community 4. Sustainable and Affordable Housing 5. Build public trust through good government
Contact Person	Jill Smith, HACC Executive Director (503) 742-5336
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, scheduled this public hearing to fulfill a requirement of the U.S. Department of Housing and Urban Development (HUD) that the public be given an opportunity to review the proposed Amendment to its Annual Plan.

The Amendment to HACC's Annual Plan includes:

- Policy changes for the Housing Choice Voucher program (see Attachment A-2)
- Policy changes for the Public Housing program (see Attachment B-1)
- Adding the Family Self-Sufficiency Action Plan to the Public Housing program
- Adding clarification around redevelopment plans for our Public Housing properties

HACC's Annual Plan implements the goals and objectives of the 5-Year plan and updates HUD regarding the Housing Authority's policies, rules, and requirements concerning its operations, programs, and services. The Amendment to the Annual Plan meets the following requirements of the Quality Housing and Work Responsibility Act (QHWRA) of 1998.

- The Annual Plan was developed in consultation with the Resident Advisory Board (RAB).
- The RAB is made up of residents from Public Housing and Section 8 programs. The RAB met on July 30th, 2019 to review the Amendment to the Plan.
- HACC published a public notice opening the Amendment to the Annual Plan for public review

and comments from August 1, 2019 through September 15th, 2019.

- The proposed Amendment to 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 two parts:

- 1) A review of the policy changes to the Housing Authority of Clackamas County; and
- 2) An open discussion period during which citizens may testify on the Amendment.

RECOMMENDATION:

Staff recommends that the HACC Board take the following actions:

- 1) Hold a Public Hearing to review the proposed changes to the Annual Plan;
- 2) Direct Housing Authority staff to make any changes necessary as a result of the Board's consideration of testimony to the Proposed Amendment to the Plan, and prepare for Board approval of the Final 2019-2020 Amendment; and
- 3) Place approval of the 2019-2020 Amendment on the HACC Board consent agenda for adoption at a regular meeting scheduled for October 17, 2019.

Respectfully submitted,




Richard Swift, Director
Health, Housing and Human Services

Attachments:

- Proposed Amendment to 2019-2020 Annual Plan Packet

Housing Authority of Clackamas County



Mid-Year Amendment to Annual Plan 2019-2020

Effective Dates January 7, 2020 – June 30, 2020

Housing Authority of Clackamas County

Amendment to Annual Plan 2019-20

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

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

Definitions.

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

A.	PHA Information.																		
A.1	<p>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 Performer PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>07/2019</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Public Housing (PH) Units <u>545</u> Number of Housing Choice Vouchers (HCVs) <u>1,752</u> Total Combined <u>2,297</u> PHA Plan Submission Type: <input type="checkbox"/> Annual Submission <input checked="" type="checkbox"/> Revised Annual Submission</p> <p>Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.</p> <p>PHA Plan, PHA Plan Elements, and Public Hearing Information can be found at the following locations:</p> <ol style="list-style-type: none"> 1) Housing Authority Administrative Office, 13930 S Gain Street, Oregon City, OR 97045 2) Housing Authority Clackamas Heights Property Management Office, 13900 S Gain Street, Oregon City, OR 97045 3) Housing Authority Hillside Property Management Office, 2889 Hillside Court, Milwaukie, OR 97222 4) Housing Authority Website: http://www.clackamas.us/housingauthority/plansandreports.html 5) Clackamas County Public Library located at 16201 S.E. McLoughlin, Oak Grove, OR 97222 6) Resident Advisory Boards Members receive a hard copy of the draft Annual Plan <p><input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)</p> <table border="1" data-bbox="167 1602 1453 1749"> <thead> <tr> <th rowspan="2">Participating PHAs</th> <th rowspan="2">PHA Code</th> <th rowspan="2">Program(s) in the Consortia</th> <th rowspan="2">Program(s) not in the Consortia</th> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr> <td>Lead PHA:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>					Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA:					
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				PH	HCV														
Lead PHA:																			
B.	Annual Plan Elements																		

B.1 Revision of PHA Plan Elements.

(a) Have the following PHA Plan elements been revised by the PHA since its last **Annual PHA Plan** submission?
 Y N

- Statement of Housing Needs and Strategy for Addressing Housing Needs (See Attachment C)
- Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions (See Attached A & B for Policy Changes)
- Financial Resources (See Attachment E)
- Rent Determination (See Attachment A-2 and B-1)
- Homeownership Programs
- Safety and Crime Prevention
- Pet Policy
- Substantial Deviation (See Attachment K)
- Significant Amendment/Modification (See Attachment K)

(b) The PHA must submit its Deconcentration Policy for Field Office Review. See Attachment D

(c) If the PHA answered yes for any element, describe the revisions for each element below: See Attachments referenced above

B.2 New Activities.

(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?
 Y N

- Hope VI or Choice Neighborhoods.
- Mixed Finance Modernization or Development
- Demolition and/or Disposition
- Conversion of Public Housing to Tenant Based Assistance (Section 18 Demolition/Disposition)
- Conversion of Public Housing to Project-Based Assistance under RAD
- Project Based Vouchers
- Units with Approved Vacancies for Modernization
- Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants)

(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan.

In 2018, HACC submitted a Section 18 Disposition application for Oregon City View Manor, a 100-unit Public Housing property located at 200 S. Longview Way, Oregon City. HACC plans to continue seeking a Section 18 Disposition for this site in 2019-2020. If approved, HACC will relocate all 100 households using Section 8 vouchers and the assistance of a relocation contractor. In addition, HACC plans to explore the feasibility of submitting a straight RAD or Section 18 and RAD blended application as an alternative process for this property in 2019-2020.

In 2018, HACC prepared and submitted a grant to Metro to develop a community plan for the redevelopment of the Clackamas Heights property, a 100-unit Public Housing property located at 13900 S. Gain St., Oregon City, OR 97045. HACC plans to explore the feasibility of submitting a Section 18, Straight RAD or Section 18 and RAD blended application as an alternative process for this property in 2019-2020.

HACC submitted a RAD application for our Hillside Park project consisting of a 100-unit Public Housing property located at 2887 SE Hillside Ct, Milwaukie. The application was approved and the PHA received the CHAP April 26, 2019. HACC is exploring the possibility of revising the application to utilize the Section 18 and RAD blend process instead of a straight RAD conversion. We anticipate this project may be a good candidate for a Section 18 Demolition and Disposition application and plan to pursue that application in 2019-2020. If approved, HACC will relocate all 100 households using Section 8 vouchers and the assistance of a relocation contractor.

As of 2019, our multi-phase Rental Administration Demonstration (RAD) application for the rehabilitation of Hillside Manor, located at 2889 SE Hillside Ct, Milwaukie, has been approved and the project is moving forward towards rehabilitation closing in 1st quarter 2020. Our Rental Administration Demonstration (RAD) application for the redevelopment of Hillside Park has been submitted and we are awaiting HUD approval. We are planning to update the application to utilize the RAD and Section 18 blend process in which we plan to replace 100 units, with 70 under RAD HAP contract and 30 under a regular PBV contract (including 5 de minimis units that are backfilled with regular PBVs)

Lastly, HACC has 145 scattered sites throughout Clackamas County. We anticipate working with HUD and submitting a RAD application to begin the process of a Section 18 Disposition and/or Demolition application for these sites in 2019. If approved, HACC will relocate all 145 households using Section 8 vouchers and the assistance of a relocation contractor.

200 PBV's were approved by HUD for new development and rehabilitation projects. Request for proposals or awards of PBV are yet to be determined based on the Metro Affordable Housing Bond, the Hillside Redevelopment Plan (in initial phase of planning) and other development projects in the very early stages that are hopefully being developed in the next five (5) years. This is consistent with the PHA Plan to modernize, redevelop and demo/disposition) as our PHA Plan is required to align with the County's Consolidated Plan, Fair Housing Plan, Action Plan and Ten-Year Plan to end homelessness.

Utilizing funds allocated to the Housing Authority from the Metro Affordable Housing Bond, HACC will expand its development capacity by hiring new staff to direct affordable housing development in the County. In addition to new staff it is anticipated that Metro Bond funds will be used to acquire and rehabilitate a facility in Gladstone that will provide 50 units of SRO Housing for homeless individuals.

B.3 Progress Report.

Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year Plan.

PHA Goal 1: Develop new housing units with long-term affordability for a broad range of low-income households with an emphasis on dispersal of affordable housing by:

- Applied for and received 55 additional VASH vouchers
- Applied for and received 41 additional Mainstream vouchers
- Continuing to leverage private and/or other public funds to create additional housing opportunities
- Working with a broker to acquire land for new construction of affordable housing
- Conducted a financial feasibility study for rehabilitation, disposition, or redevelopment of existing Public Housing properties
- As of 2019, our multi-phase Rental Administration Demonstration (RAD) application for the rehabilitation of Hillside Manor has been approved and the project is moving forward towards rehabilitation closing in 4th quarter 2019. Our Rental Administration Demonstration (RAD) application for the redevelopment of Hillside Park has been submitted and we are awaiting HUD approval.
- Prepared and submitted a grant to Metro to develop a community plan for the Hillside Park property
- Prepared and submitted a grant to Metro to develop a community plan for the Clackamas Heights property
- Continued planning for the utilization of RAD & Demolition/Disposition Section 18 to improve & increase the number of affordable housing units
- Submitted a Section 18 Demo/Disposition application for Oregon City View Manor. This application is still in process with HUD.
- Rosewood Station is under construction with the first of six buildings scheduled for leasing in May 2019. Total affordable housing is 212 units.
- S.M. (include campus & pleasant) Completed an application and received funding for Veteran's Housing funding for a 24-unit affordable housing development in Oregon City, OR. This project is closing on its construction financing in 1st quarter 2019 and will complete construction by 1st quarter 2020.
- Provided financing for the development of 28 units of affordable housing in Milwaukie, serving families and veterans as a part of a campus redevelopment for a local nonprofit partner.
- Submitted a HUD Section 108 loan application & received loan approval to fund a variety of affordable housing projects including acquisition, new construction, and rehabilitation. This may include acquisition of property in Gladstone and along Holcomb Blvd. in Oregon City.

Housing Authority of Clackamas County certifies that the RAD conversion complies with all applicable site selection and neighborhood reviews standards and that all appropriate procedures have been followed.

PHA Goal 2: Improve access & housing choice for everyone, with a focus on protected classes and single parent households by:

- Provided voucher mobility counseling
- Conducted outreach efforts to potential voucher landlords
- Revised payment standards to reduce the barriers to finding affordable housing
- Continuing our security deposit loan program for Section 8 families
- Provided higher payment standards for families needing ADA units.
- Surveyed and Maintained a list of ADA units within the County to assist families seeking housing
- Awarded project based vouchers to Northwest Housing Alternatives and PEDCOR.

PHA Goal 3: Enforce Fair Housing Laws and Increase public understanding of Fair Housing laws by:

- HACC hosted several free Fair Housing trainings and plans to continue hosting free training
- Strengthened the partnership with Fair Housing Council of Oregon and continued distributing fair housing information
- Continued to partner with Housing Rights & Resources Program
- We offer training at Metro Multifamily and other Landlord Group Meetings on the Benefits of Rental Assistance
- Distributed Fair Housing Videos and Information to landlords participating in Section 8 through Landlord newsletter.
- Continuing to educate clients on Fair Housing Rights & provide Fair Housing brochures at Orientation meetings
- Continued attending State subcommittee meetings on Renters Rights and other nonprofit Renter Rights Advocacy Groups
- Aligned our 5-year plan with the County's 5-year Consolidated Plan & completed the Assessment of Fair Housing plan
- On August 5, 2015, FHEO made findings of non-compliance under Section 504, which covers discrimination based on disability (*Structural modifications are delayed but in progress). Specifically, FHEO found non-compliance with regulations that require site accessibility and ensure non-discrimination in housing policies and practices, both based on disability. Due to unusual physical constraints, designing ADA compliant driveways has caused substantial delays. However, the final driveway project contract is now executed with completion in March of 2019.

PHA Goal 4: Improve the quality of Housing Authority assisted housing and customer service by:

- Maintained high performer status in Section 8
- Improved the physical environment in our public offices
- Streamlined administrative operations, creating efficiencies and improving customer service
- Implemented a client feedback system to gauge if improvements are needed
- Completed 69 capital fund rehabilitation projects. Twelve of these 69 projects were substantial rehabilitations averaging \$60,000 per unit
- Prepared and submitted a multi-phase Rental Administration Demonstration (RAD) application for the rehabilitation of Hillside Manor and the redevelopment of Hillside Park.
- Developed strategies for cross training staff to ensure we provide the highest level of service to clients we serve
- Attend RAD & LIHTC Compliance Trainings for new developments scheduled to come on line in 2020.
- Staff training on Diversity, Equity and Inclusion (DEI) via Meyer Memorial Trust Grant

PHA Goal 5: Improve community quality of life and economic vitality by:

- Partnered with social service agencies to provide services to school aged youth
- Developed stronger partnerships with service providers who assist our elderly and/or disabled residents
- Continued to grow the community gardens program
- Encouraged Resident participation through Resident Associations
- Partnered with County Social Services to staff additional case management, with a focus on eviction prevention
- Installed multiple Security Upgrades at Hillside Manor

	<input checked="" type="checkbox"/> Applied for a Metro Grant to assist in the planning of the Hillside Park redevelopment, envisioned to be a mixed income community offering a variety of housing opportunities along a spectrum of affordability. <input checked="" type="checkbox"/> Applied for a Metro Grant to assist in the planning of the Clackamas Heights redevelopment, envisioned to be a mixed income community offering a variety of housing opportunities along a spectrum of affordability. PHA Goal 6: Promote self-sufficiency and asset development of families and individuals by: <input checked="" type="checkbox"/> Continue to partner with local & regional workforce partners to increase the number of employed/under-employed persons in assisted housing <input checked="" type="checkbox"/> Partnered with agencies to provide supportive services to increase independence for the elderly and families with disabilities <input checked="" type="checkbox"/> Awarded Resident Opportunities Self Sufficiency (ROSS) grant <input checked="" type="checkbox"/> Applied for the new Family Self Sufficiency (FSS) grant <input checked="" type="checkbox"/> Research and apply for future grants that provide services and enhance residents' quality of life <input checked="" type="checkbox"/> Awarded a grant to implement a new credit building program for Public Housing residents.
B.4.	Most Recent Fiscal Year Audit. (a) Were there any findings in the most recent FY Audit? Y N <input type="checkbox"/> <input checked="" type="checkbox"/> (b) If yes, please describe:
Other Document and/or Certification Requirements.	
C.1	Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan <u>Form 50077-ST-HCV-HP, Certification of Compliance with PHA Plans and Related Regulations</u> , must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.2	Civil Rights Certification. <u>Form 50077-ST-HCV-HP, Certification of Compliance with PHA Plans and Related Regulations</u> , must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.3	Resident Advisory Board (RAB) Comments. (a) Did the RAB(s) provide comments to the PHA Plan? Y N <input checked="" type="checkbox"/> <input type="checkbox"/> If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.
C.4	Certification by State or Local Officials. <u>Form HUD 50077-SL, Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</u> , must be submitted by the PHA as an electronic attachment to the PHA Plan.
D	Statement of Capital Improvements. Required in all years for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).
D.1	Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD. See HUD Form 50075.2 approved by HUD on 10/04/2018.

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

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

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

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

B. Annual Plan.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Demolition and/or Disposition. Describe any public housing projects owned by the PHA and subject to ACCs (including name, project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently

pending for demolition or disposition; and (2) A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm. (24 CFR §903.7(h))

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

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

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

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

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

C. Other Document and/or Certification Requirements

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

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

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

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

D. Statement of Capital Improvements.

PHAs that receive funding from the Capital Fund Program (CFP) must complete this section. (24 CFR 903.7 (g))

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

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

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

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

ATTACHMENT A-2

Summary of Proposed Housing Choice Voucher Administrative Plan Policy Changes Effective Upon Board Approval

Chapter	Old Policy Language	New Policy Language	Summary
10-7	<p>Housing Assistance Payments [24 CFR 982.311(d)] <u>HACC Policy</u></p> <p>If participant family moves from an assisted unit with continued tenant-based assistance, the term of the assisted lease for the new assisted unit may begin on the first of the month following the month the family moves out of the first assisted unit. The PHA will not pay overlapping Housing Assistance Payments for two separate units, unless an exception is made by the PHA in accordance with this Plan. For this reason, it is recommended families plan accordingly and give 30 to 60 day notices and plan to move out on the last day of the month assistance was paid to the current landlord.</p>	<p>Housing Assistance Payments [24 CFR 982.311(d)] <u>HACC Policy</u></p> <p><i>All language removed.</i></p>	<p>Allows HACC to pay overlapping rental assistance for one month while tenant is in the move process. Eases the stress of moving for tenants especially when porting to another jurisdiction.</p>
11-10	<p>HACC-Initiated Interim Reexaminations</p> <p>HACC-initiated interim reexaminations are those that are scheduled based on circumstances or criteria defined by HACC. They are not scheduled because of changes reported by the family. <u>HACC Policy</u> <u>HACC Policy</u></p> <p>HACC will conduct interim reexaminations in each of the following instances: For families receiving the Earned Income Disallowance (EID), HACC will conduct an interim reexamination at the start and conclusion of the 24-month eligibility period.</p> <p>If the family has reported zero income, the PHA may conduct an interim reexamination every 3 months as long as the family continues to report that they have no income. Families are required to provide all information supporting their contention that they are receiving absolutely no outside source of income and will be given information on Worksource, the FSS program and other resources to try to improve their economic situation.</p>	<p>HACC-Initiated Interim Reexaminations</p> <p>HACC-initiated interim reexaminations are those that are scheduled based on circumstances or criteria defined by HACC. They are not scheduled because of changes reported by the family.</p> <p><u>HACC Policy</u></p> <p><i>Removed the highlighted language:</i> HACC Policy</p> <p>HACC will conduct interim reexaminations in each of the following instances: For families receiving the Earned Income Disallowance (EID), HACC will conduct an interim reexamination at the start and conclusion of the 24-month eligibility period. Families are required to provide all information supporting their contention that they are receiving absolutely no outside source of income and will be given information on Worksource, the FSS program and other resources to try to improve their economic situation.</p> <p>If at the time of the annual reexamination, it is not feasible to anticipate a level of income for the next 12 months (e.g. seasonal or cyclic income), the PHA will schedule an interim</p>	<p>Reduce work load requirement of checking every quarter and family already is required to report within 7 days if there is a change of income such as employment, Social Security Award, or child support.</p>

	<p>If at the time of the annual reexamination, it is not feasible to anticipate a level of income for the next 12 months (e.g. seasonal or cyclic income), the PHA will schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income.</p> <p>If at the time of the annual reexamination, tenant declarations were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, the PHA will conduct an interim reexamination HACC may conduct an interim reexamination at any time in each of the following instances:</p> <ul style="list-style-type: none"> • In order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint. • If HACC determines that the family income is unstable. This includes, but is not limited to, employment benefits, child support, general assistance and odd jobs. 	<p>reexamination to coincide with the end of the period for which it is feasible to project income.</p> <p>If at the time of the annual reexamination, tenant declarations were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, the PHA will conduct an interim reexamination HACC may conduct an interim reexamination at any time in each of the following instances:</p> <ul style="list-style-type: none"> • In order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint. • If HACC determines that the family income is unstable. This includes, but is not limited to, employment benefits, child support, general assistance and odd jobs. 	
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<p>11-11</p>	<p><i>Required Reporting</i></p> <p>HUD regulations give HACC the freedom to determine the circumstances under which families will be required to report changes affecting income.</p> <p><u>HACC Policy</u></p> <p>Families are required to report all increases in income (including new employment or change of employment), and assets within 7 business days of the date the change takes effect.</p> <p>The PHA will only conduct interim examinations that result in an increase in income under the following circumstances:</p> <ol style="list-style-type: none"> 1) For families that qualify for the earned income disallowance (EID), and only when the EID family's share of rent will change as a result of the increase. 2) For families participating in the FSS program when the increase is due to an increase in earned income that will result in an increase in escrow credit. 3) When changes in income have not been reported to the PHA in a timely manner (within 7 business days of the change). In this situation, the PHA will conduct an interim reexamination and will make the change in tenant rent retroactive to the first of the month following the month when the change occurred. The family will be required to enter into a repayment agreement with the PHA for the overpaid assistance. 4) When the family previously had been at zero income. <p>In all other cases, the PHA will note the information in the tenant file, but will not conduct an interim reexamination.</p>	<p><i>Required Reporting</i></p> <p>HUD regulations give HACC the freedom to determine the circumstances under which families will be required to report changes affecting income.</p> <p><u>HACC Policy</u></p> <p><i>Removed the highlighted language:</i></p> <p>Families are required to report all increases in income (including new employment or change of employment), and assets within 7 business days of the date the change takes effect.</p> <p>The PHA will only conduct interim examinations that result in an increase in income under the following circumstances:</p> <ol style="list-style-type: none"> 1) For families that qualify for the earned income disallowance (EID), and only when the EID family's share of rent will change as a result of the increase. 2) For families participating in the FSS program when the increase is due to an increase in earned income that will result in an increase in escrow credit. <p>In all other cases, the PHA will note the information in the tenant file, but will not conduct an interim reexamination.</p>	<p>HACC will reduce workload and family burden. This will allow families to stabilize with new income sources until their next annual. Tenants are often losing other benefits such as food stamps and/or TANF so a stabilization period is needed.</p>
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17-36	<p><u>HACC Policy</u></p> <p>HACC’s goal is to provide as many families with vouchers as possible. Given the budget limitations of the program, HACC must implement policies that control its HAP expenditures.</p> <p>HACC Policy</p> <p>The rent to owner including utility allowances must not exceed <u><i>the lowest of</i></u></p> <p>An amount determined by HACC:</p> <ul style="list-style-type: none"> • For PBV’s with HACC Disposition funds, the initial HAP gross rent amount cannot exceed 110% of FMR; and • For all other PBV’s rent adjustments (rent increase requests) gross rent shall not exceed HACC’s Payment Standards. • The reasonable rent; or • The rent requested by the owner. 	<p><u>HACC Policy</u></p> <p>The rent to owner must not exceed the lowest of the following amounts:</p> <ul style="list-style-type: none"> • An amount determined by the PHA, not to exceed applicable payment standard for the unit bedroom size minus any utility allowance; • The reasonable rent; or • The rent requested by the owner. <p>For all PBV rent approved prior to April 1, 2019, The initial rent to owner will not fall below the subsidy layering review rent approved by HUD.</p>	<p>HACC has limited funding and needs to establish a consistent cap on what developers can request for rents on project based voucher units.</p>
19	<p>FSS Program only offered to Housing Choice Voucher participants</p>	<p>FSS Program being offered to Public Housing and Housing Choice Voucher participants with a preference to serve those Public Housing households living in scattered site units.</p>	<p>HACC allowing Public Housing families the opportunity to participate in the FSS Program. The preference for scattered sites is to give these families an opportunity to build escrow should HACC decide to dispose of scattered sites in the future this would allow families a potential opportunity to purchase their home.</p>

ATTACHMENT B-1

Summary of Proposed Admissions and Continued Occupancy Plan Policy Changes Effective April 2020

Chapter	Old Policy Language	New Policy Language	Summary
<p>9 Page 9-13</p>	<p>HACC-initiated Interim Reexaminations</p> <p>PHA-initiated interim reexaminations are those that are scheduled based on circumstances or criteria defined by HACC. They are not scheduled because of changes reported by the family.</p> <p><u>HACC Policy</u></p> <p>HACC will conduct interim reexaminations in each of the following instances: For families receiving the Earned Income Disallowance (EID), HACC will conduct an interim reexamination at the start, to adjust the exclusion with any changes in income, and at the conclusion of the 24-month eligibility period.</p> <p>If the family has reported zero income, HACC will conduct an interim reexamination every 4 months as long as the family continues to report that they have no income.</p> <p>If at the time of the annual reexamination, it is not feasible to anticipate a level of income for the next 12 months (e.g. seasonal or cyclic income), HACC will schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income.</p> <p>If at the time of the annual reexamination, tenant declarations were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, HACC will conduct an interim reexamination.</p> <p>HACC may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint.</p>	<p>HACC-initiated Interim Reexaminations</p> <p>PHA-initiated interim reexaminations are those that are scheduled based on circumstances or criteria defined by HACC. They are not scheduled because of changes reported by the family.</p> <p><u>HACC Policy</u></p> <p><i>Removed the highlighted language:</i></p> <p>HACC will conduct interim reexaminations in each of the following instances: For families receiving the Earned Income Disallowance (EID), HACC will conduct an interim reexamination at the start, to adjust the exclusion with any changes in income, and at the conclusion of the 24-month eligibility period.</p> <p>If at the time of the annual reexamination, it is not feasible to anticipate a level of income for the next 12 months (e.g. seasonal or cyclic income), HACC will schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income.</p> <p>If at the time of the annual reexamination, tenant declarations were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, HACC will conduct an interim reexamination.</p> <p>HACC may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint.</p>	<p>Reduce work load requirement of checking every quarter and family already is required to report within 7 days if there is a change of income such as employment, Social Security Award, or child support.</p>

<p>9 Page 9- 14</p>	<p><i>Required Reporting</i></p> <p>HUD regulations give HACC the discretion to determine the circumstances under which families will be required to report changes affecting income.</p> <p><u>HACC Policy</u></p> <p>Families are required to report all increases in income (including new employment or change of employment), and assets within 7 business days of the date the change takes effect.</p> <p>HACC will only conduct interim reexaminations that result in an increase in income under the following circumstances:</p> <ol style="list-style-type: none"> 1) For families that qualify for the earned income disallowance (EID), and only when the EID family's share of rent will change as a result of the increase. 2) When changes in income have not been reported to HACC in a timely manner (within 7 business days of the change). In this situation, HACC will conduct an interim reexamination and will make the change in tenant rent retroactive to the first of the month following the month when the change occurred. The family will be required to enter into a repayment agreement with HACC for the overpaid assistance. 3) When the family previously had been at zero income. <p>In all other cases, HACC will note the information in the tenant file, but will not conduct an interim reexamination.</p>	<p><i>Required Reporting</i></p> <p>HUD regulations give HACC the discretion to determine the circumstances under which families will be required to report changes affecting income.</p> <p><u>HACC Policy</u></p> <p>Families are required to report all increases in income (including new employment or change of employment), and assets within 7 business days of the date the change takes effect.</p> <p>HACC will only conduct interim reexaminations that result in an increase in income under the following circumstances:</p> <ol style="list-style-type: none"> 1) For families that qualify for the earned income disallowance (EID), and only when the EID family's share of rent will change as a result of the increase. 2) For families participating in the FSS program when the increase is due to an increase in earned income that will result in an increase in escrow credit. <p>In all other cases, HACC will note the information in the tenant file, but will not conduct an interim reexamination.</p>	<p>HACC will reduce workload and family burden. This will allow families to stabilize with new income sources until their next annual. Tenants are often losing other benefits such as food stamps and/or TANF so a stabilization period is needed.</p> <p>Adding new language (#2) for PH newly adopted FSS program participation.</p>
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<p>Chapter 19</p> <p>New Chapter added</p> <p>FSS Action Plan</p>	<p>Previously we had no Family Self Sufficiency (FSS) Program for Public Housing.</p>	<p>FSS Program being offered to Public Housing for the first time with a preference to serve those households living in scattered site units.</p>	<p>HACC allowing Public Housing families the opportunity to participate in the FSS Program. The preference for scattered sites is to give these families an opportunity to build escrow should HACC decide to dispose of scattered sites in the future this would allow families a potential opportunity to purchase their home.</p>
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Attachment B-2

FSS Action Plan for the Housing Authority of Clackamas County's Family Self-Sufficiency Program

January 2020



Nan McKay
AND ASSOCIATES, INC.

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PUBLIC NOTICE

A Public Meeting to cover the Housing Authority of Clackamas County's (HACC) Amendment to the Annual Plan effective 2019-2020 will be held on July 30th, 2019, at 10AM at OCVM Community Center, 200 S. Longview Way., Oregon City, OR 97045. Resident Advisory Board members and Public Housing residents are encouraged to attend.

A Public Hearing to comment on HACC's 2019-2020 Draft Amendment to the Annual Plan will be held on October 10, 2019, before the HACC Board of Commissioners. The Commissioners meet at 10:00 AM, in their hearing room at the Public Services Building located at 2051 Kaen Road, Oregon City, Oregon. Everyone is welcomed to attend and comment on the proposed Amendment to the Annual Plan.

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

The Draft Amendment to the Plan will be available for review from August 1, 2019 - September 15th, 2019 and can be found online at <http://www.clackamas.us/housingauthority/plansandreports.html>. Hard copies are kept for public review at HACC's administrative office located at 13930 South Gain Street, Oregon City, OR, open Monday through Thursday, 8AM to 6PM. The Amendment to the Annual Plan can also be viewed at the Clackamas County Library, 16201 SE McLoughlin, Milwaukie, OR 97267.

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. These comments must be received by September 15th, 2019.

Attachment P

RESIDENT ADVISORY BOARD MEETING MINUTES

Tuesday, July 30, 2019 10am – 1pm at Hillside Park Community Center

- I. 10:00am - 10:15am Welcome and Introductions – Jill Smith
Intro to what we will be discussing today-(New changes to policies, Public posting and comment period, changes in bylaws)
- II. 10:15am - 10:40am Proposed Admin Plan Policy Changes – Toni Karter
 - Review Attachment A- Policy changes to annual plan (proposed policy changes)
Admin plan

ATTACHMENT A

Summary of Proposed Housing Choice Voucher Administrative Plan Policy Changes Effective Upon Board Approval

Chapter	Old Policy Language	New Policy Language	Summary
10-7	<u>HACC Policy</u> If participant family moves from an assisted unit with continued tenant-based assistance, the term of the assisted lease for the new assisted unit may begin on the first of the month following the month the family moves out of the first assisted unit. The PHA will not pay overlapping Housing Assistance Payments for two separate units, unless an exception is made by the PHA in accordance with this Plan. For this reason, it is recommended families plan accordingly and give 30 to 60 day notices and plan to move out on the last day of the month assistance was paid to the current landlord.	<u>HACC Policy</u> <i>All language removed.</i>	Allows HACC to pay overlapping rental assistance for one month while tenant is in the move process. Eases the stress of moving for tenants especially if porting to another jurisdiction.

11-10	<p><u>HACC Policy</u></p> <p>If the family has reported zero income, the PHA may conduct an interim reexamination every 3 months as long as the family continues to report that they have no income.</p>	<p><u>HACC Policy</u></p> <p><i>All language removed</i></p>	<p>Reduce work load requirement of checking every quarter and allows family to enjoy any new employment income until next Annual Reexam.</p>
11-11	<p><u>HACC Policy</u></p> <p>4) When the family previously had been at zero income.</p>	<p><u>HACC Policy</u></p> <p><i>All language removed.</i></p>	<p>HACC will reduce workload and family burden. This will allow family to enjoy new income sources until their next annual.</p>
11-11		<p><u>HACC Policy</u></p> <p>If a family reports a change that would result in an increase in family share of the rent, the PHA will note the information in the tenant file, but will not conduct an interim reexamination except for FSS or if EID requires change.</p>	<p>HACC will reduce workload and family burden. This will allow family to enjoy new income sources until their next annual.</p>
17-36	<p><u>HACC Policy</u></p> <p>HACC’s goal is to provide as many families with vouchers as possible. Given the budget limitations of the program, HACC must implement policies that control its HAP expenditures.</p> <p><u>HACC Policy</u></p> <p>The rent to owner including utility allowances must not exceed <i>the lowest of</i></p> <p>An amount determined by HACC:</p> <ul style="list-style-type: none"> • For PBV’s with HACC Disposition funds, the initial HAP gross rent amount cannot exceed 110% of FMR; and • For all other PBV’s rent adjustments (rent increase requests) gross rent shall not exceed HACC’s Payment Standards. • The reasonable rent; or • The rent requested by the owner. 	<p><u>HACC Policy</u></p> <p>The rent to owner must not exceed the lowest of the following amounts:</p> <ul style="list-style-type: none"> • An amount determined by the PHA, not to exceed applicable payment standard for the unit bedroom size minus any utility allowance; • The reasonable rent; or • The rent requested by the owner. <p>For all PBV rent approved prior to April 1, 2019, The initial rent to owner will not fall below the subsidy layering review rent approved by HUD.</p>	<p>HACC has limited funding and needs to establish a consistent cap on what developers can request for rents on project based voucher units.</p>

19	FSS Program only offered to Housing Choice Voucher participants	FSS Program being offered to Public Housing and Housing Choice Voucher participants with a preference to serve those Public Housing households living in scattered site units.	HACC allowing Public Housing families the opportunity to participate in the FSS Program.

-HACC Policy chapter 10-7 There is a language overlap when residents move in to a new unit, old policy (we pay the landlord until the 30th, and if the resident needed a few extra days we did not pay for those days) now we can pay for those overlap days.

-HACC Policy Chapter 11-10 if you reported 0 income you were required to fill out an interim reexamination form, this caused extra processing and tenant time, now we are doing a 3 month check instead and adjust if needed.

-HACC Policy change chapter 11-11 removing a policy #4-(zero income issue stated above) we are no longer doing an interim change, but rather a yearly (annual) change instead.

Resident comment – do we have to start paying the increase rent as soon as we get the increase in income? We are now doing a 30 day notice, but no adjustments made until 3 months later (or your annual recertification date)

Resident comment – Can HACC send a letter to residents to let them know they will be needing to save some of their income for future payments? Maybe we can edit our letters to add this to help residents prepare.

Resident comment? Is any extra income you make prorated? It comes up in the annual recertification and then is added to your annual income amount.

-HACC Policy Chapter 17-36- project Based Voucher Rent- Tied to a unit not a person- We are doing construction to add more PBV we are opening up the FSS to PH and section 8, residents can now add an escrow account to use for anything you may need, and we are thinking 25 slots to PH with scattered sites, then opening up to PH.

Resident comment – can we use it to buy a car? The money needs to be used for your self-sufficiency goals. HACC has limited funding and needs to establish a consistent CAP on what developers can request for rents on PBV units

- Discuss Family Self Sufficiency Chapter
- The FSS program is being offered to Public Housing and Housing Choice Voucher participants with preference to serve Public Housing households living in Scattered Sites units. HACC is allowing PH families the opportunity to participate in the FSS program.

We had to add the FSS action plan in order to add PH to the section 8 EID – earned Income Disallowance. We do not require you to inform us of a COLA increase due to us already having

this information in our system we will have already applied it. There is a 24 month disallowance so that you do not get penalized for job earnings –

Resident comment, I am not allowed to get TANIF due to being on the HA, and I had to pay back the money I received, so how can I benefit from getting a raise when I then lose other benefits. (Benefits cliff) this is one of the reasons why we want to change our policies

Resident comment- if we get a raise my rent increases and they take 75% of my raise, so the raise is not really a raise and my food stamps also go down.

Resident comment- another cliff, death benefit makes me lose Medicaid Food stamps. Yes, this is an issue we are trying to help, when someone comes up with new earnings it currently effect all other benefits you are currently receiving.

III. **10:40am - 11:00am Review New Lease – Rich Malloy**—updating and revising the lease.

Summary- not a lot of changes.

- format changes- old lease, what we want to do is make it easy for you to understand, and to create addendums to lease, pets, mold, swimming pools, and other things that effect liability and neighbors.

--We want to make it easier for you to pay your rent, the new late date is the following Monday, not on a Friday when we are not in the office, moving the late date from the 8th to the 15th to help accommodate people who receive their money and can't get in to us by close of day on the to the 5th or 8th

--- Late rent fee, and charges for damages- these charges will be changing. Your obligations as a tenant or obligations as your landlord, Folks in the manor will not get the New Lease until 2020, or 2021, and rent is on a sliding scale. Some of the new information is non-negotiable, our goal is to create better housing and a better community for our residents.

Resident comment – what happens to damage done between now and when you redo the unit, will we be charged? **Rich**-Good question, and it is something that we will need to talk about and see what we want to do.

Resident comment- drop box mail, does it drop into the building, we put our rent check in there and what if someone takes the box off the wall and is able to steal our identity.

Another Resident comment- If we mail it on the 3rd, then it does not get posted until 2 days later, how can we get our checks to you? You can do automatic bill pay (although we understand that most residents do not have checking accounts), another option would be to walk it down to us. **Allison**-We will look at the security of the box outside of the building to make sure your payment will stay secure. Public Housing is being phased out in the next 10 years and will be replaced by properties with project based section 8 vouchers to maintain affordability for low and very low income individuals and families. The new ownership structure will not be as lenient as public housing when it comes to late rent payments or other lease violations.

---We are working with banks and credit unions to get rent payments to us as quickly as possible, and it is a good way for you to have a record of your payment to us.

Resident comment- when do we post the payments from residents? We do the same day as we receive it. Please let us know if you have other questions or ideas, you can let Jemila and Allison know.

Resident Comment- Do we need to do 8 hours of community service. Yes, this is all for PH, but when we are no longer public housing this will go away.

IV. 11:00am - 11:10am HACC Bylaws – Jill Smith

- Discuss adding the option of an additional resident commissioner---change is bylaws.
--under article 2- commissioners and plus 1 resident- (Paul Reynolds) the change is that we can have up to 2 resident commissioners, this is not required, but we can if we feel we need. We are hoping to have an overlap in resident commissioners, and are going to be recruiting for a new resident commissioner since Paul will be retiring – Duties from Paul, have a clear understanding what goes on and how to get projects going, attend hearings and voting sessions, it gives him a better understanding of what is going on and what happens to help people get through some of the issues that he is facing. (Paul) I really like talking with the 5 commissioners and going to policy sessions and voting sessions to understand what is going on. Jill- Please apply to the resident commissioner appointment so we can get the person in and have some overlap to fully understand the process and learn from Paul.
--116 million proposed in affordable deals going to the Housing board and you have a tremendous impact on what will be happening.
--We will still be involved whether we run the PH asset or not (Rich). Watch for the recruitment paperwork for the new Resident Commissioner

V. 11:10am - 11:30am Questions – Everyone-

--**resident comment**- is there a way to talk to someone when there is an emergency or a power outage, the number we have is to an answering machine and sometimes we get locked out of getting our laundry and being able to access the elevators. A-We are trying to figure out a new system, but until then, we do not have the money to expedite the elevator issues, and the construction date is May 2020.

Resident comment – Is the grounds ever going to be updated, the current guy only mows a few sections at a time also can we get fall cleanups for leaves and yard debris? Rich-We should be cleaning the gutters and mowing takes a while because we have so much land and buildings to get to that it takes a long time, and by the time

we get it all done, there are tall weeds up at the first spots we went to. Gutters overflowing is a maintenance issue and a work order should be called in.

[Resident question for Rich](#) – Can we get a neighborhood cleanup 3 times a year, currently it is June and October. [Sonja](#) We do not have funding, or a real need to do it more than the 2 times a year we are currently doing.

[Resident comment](#)- We have had a fire recently and it is a fire issue to not take the old furniture that people are storing up in between the 2 pick-up dates. [Jemila](#)-For fire safety we are trying to work with residents to clean up their homes and get rid of these fire hazards.

[Resident comment](#)- maybe we could have meetings for residents and support groups that are in a private area so that residents do not feel that everyone can hear or see the issues they are facing.

[Resident Comment](#)- we will be losing some lockers and we should find other ways for people to store their belongings. [Allison](#)- I am working with people to negotiate and help get rid of the belongings they do not need or are not using.

[Resident Comment](#)- Habitat for Humanity will pick up items that are in good shape and a full load is \$20.00.

[Resident Comment](#)- Residents are not abiding by their Lease agreements, people are not feeling safe, no one will return my calls at OC police dept. and I do not feel safe at CH and I fear retaliation. This affects my quality of life and is feeling traumatized by the culture of no one doing anything about the issues with neighbors and dog attacks, drunk neighbors, the language used, and we do not feel safe with living at Ch and the way the police treat people who are on Section 8 and PH.

[Resident comment](#)- Neighborhood block parties might help the community network on how to address the issues that are bothering us and causing us to not feel safe.

[Sonja](#)- There is a community officer for the CH area and we should invite him to come and talk with the residents at CH and help build Community building, [Jill](#)-this is a goal we have as well as lease enforcement, it is a new day, and you will lose your housing if you do not abide by the guidelines within the lease. [Sonja](#)- If there are issues it needs to be documents by the residents calling the police and providing the information we need to pursue issues and get problem residents out of housing. [Jill](#)- If you do not feel safe or that anything will happen when there is an incident, call Sonja and let her know so that she can handle the situation.

[Resident comment](#)- It can take 6-8 months to get problem tenants out. A-yes, sometimes it can take a while, that is why we are asking you to document everything.

[Resident comment](#)- New police chief in Milwaukie, and he will follow up on issues that are called in and it has made a real difference. A-that is good to know

[Resident comment](#)- He understands our budget, but can we have maintenance come around once a year to clean the railings, most of the residents here are disabled and are not able to clean them. Also geese poop and moss need to be cleaned off yearly to keep from being so slippery and unsafe on the back side of the manor. [Jill](#)- This would be a work order, and they should be submitted and tracked. Make a request and we will put in a work order for them. Also locust trees are overgrowing and are on the east side of the garden area at Hillside manor and could be cut back.

Resident comments

- None at this time

October 10, 2019

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Contract between the Housing Authority and Do Good Multnomah
To provide Supportive Services for families living in Clayton Mohr Commons

Purpose/Outcomes	Approval of a contract between Housing Authority and Do Good Multnomah to provide supportive services for families living in Clayton Mohr Commons
Dollar Amount and Fiscal Impact	Not to exceed \$370,000 over three years. Subject to continuing Board of Commissioners' approval
Funding Source(s)	County General Funds through Policy Level Proposal – Affordable Housing & Services Fund
Duration	October 1, 2019 – September 30, 2022
Previous Board Action	none
Strategic Plan Alignment	1. Individuals and families in need are healthy & safe 2. Ensure safe, healthy and secure communities
Counsel Review	September 18, 2019
Contact Person	Jill Smith, HACC Executive Director (503) 742-5336
Contract Number	Contract No. 9474

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to enter into a contract with Do Good Multnomah to provide supportive services to Veterans and their families living in Clayton Mohr Commons.

Clayton Mohr Commons is a Veteran housing project located at 314 Pleasant Avenue in the heart of Oregon City. The property has twenty-four (24) housing units comprised of studios, one and two-bedroom units and an ample community room that will host resident gatherings and allow for the provision of services. Units are being built with environmentally efficient and durable materials. There will be a peaceful landscaped outdoor area lying beneath the canopy of a protected heritage white oak that is a focal point of the site. The buildings will be oriented and wired to be solar-ready. When complete, the project will be a community asset for Clackamas County that will be owned and operated by the Housing Authority of Clackamas County. To ensure that these units are affordable, HACC has dedicated 14 VASH Vouchers and 10 PBV to the project. This ensures that the units will be affordable to families at or below 30% AMI. Residents will be selected from the Coordinated Housing Access (CHA) waiting list and in need of case management to be successfully housed. This new housing provides a needed permanent housing option for veterans residing at the veteran's village as well as an ongoing consistent relationship with Do Good.

Do Good Multnomah will provide a case manager that will work in collaboration with on-site Property Management and HACC staff to ensure services are delivered to residents of Clayton Mohr Commons.

The scope of work for the case manager will fall under the following categories:

- Housing Stability/Eviction Prevention
- Economic Stability and Self-Reliance
- Promoting quality of life
- Vulnerable residents will be connected to support services
- Advocacy for residents to navigate systems
- Advancing Young people
- Community Building
- Tracking Interventions and outcomes

The funding source is County General Fund through the Affordable Housing & Services Fund Policy Level Proposal. Regular reports will be provided to the Board of County Commissioners and the Housing Authority Board to demonstrate the outcomes resulting from this investment in the areas outlined above.

RECOMMENDATION:

Staff recommends the Board approve the contract with Do Good Multnomah for supportive services at Clayton Mohr Commons and authorize Richard Swift, H3S Director, to sign on behalf of the Housing Authority Board of Commissioners.

Respectfully submitted,


ADAM BROWN FM

Richard Swift, Director
Health, Housing and Human Services

**AGENCY SERVICES AGREEMENT
BETWEEN
HOUSING AUTHORITY OF CLACKAMAS COUNTY AND
DO GOOD MULTNOMAH**

1. PURPOSE

This Agency Services Agreement (“Agreement”) is entered into between Housing Authority of Clackamas County (“HACC”) and Do Good Multnomah (“Do Good”). This agreement is for three years, effective October 1, 2019.

This Agreement provides the basis for a cooperative working relationship for supportive services for households living in Clayton Mohr Commons, real property located at 399 Caufield Street, Oregon City, OR 97045. The work to be accomplished by Do Good is set forth in the Scope of Work, attached hereto as Exhibit A and incorporated by this reference herein.

2. SCOPE OF COOPERATION

A. Do Good agrees to:

1. Perform the Work described in Exhibit A of this Agreement (“Supportive Services”);
2. Provide on-site full time Supportive Services staff to residents of Clayton Mohr Commons;
3. Work in partnership with the on-site Property Management Company
4. Submit monthly invoices to HACC for payment of services delivered.

B. HACC agrees to:

1. Pay invoices due to Do Good within 30 days of receipt;
2. Assist HACC’s on-site property manager (“Property Manager”) with measuring and monitoring outcomes of Supportive Services interventions or care plans.

C. Agency Contacts:

On-site Property Manager	TBD	TBD
HACC Section 8 Manager	Toni Karter	tonikar@clackamas.us
HACC Asset Manager	Richard Malloy	rmmalloy@clackamas.us
HACC Contract & Oversight	Elizabeth Miller	<u>emiller@clackamas.us</u>
Do Good on-site Service provider		
Do Good Contracts & Oversight		

3. TERMS OF AGREEMENT

A. This Agreement is effective October 1, 2019.

B. The term of this Agreement is three (3) years, expiring September 30, 2022.

C. Termination:

1. Either party may terminate this Agreement for convenience at any time upon forty-five (45) days written notice to the other party.
2. Either Do Good or HACC may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the party seeking the termination shall give the other party written notice of the breach and of the party’s intent to terminate. If the breaching party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.

3. Neither Do Good nor HACC shall be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
4. Each party may terminate this Agreement in the event that party fails to receive expenditure authority sufficient to allow that party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the services to be performed under this Agreement are prohibited or either party is prohibited from paying for such services from the planned funding source.
5. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

4. BUDGET AND FINANCIAL

- A. Compensation. HACC agrees to pay Do Good, from available and authorized funds, a sum not to exceed three hundred seventy thousand dollars (\$370,000.00) for accomplishing the work required by this Agreement. This budget may be amended upon mutual written agreement by the parties. Payments shall be made pursuant to the following budget:

<u>Year 1: 10/1/2019 – 9/30/2020</u>	<u>Year 2: 10/1/2020 – 9/30/2021</u>	<u>Year 3: 10/1/2021 – 9/30/2022</u>
Salary \$101,000.00	Salary \$103,000.00	Salary \$103,000.00
Benefits & Taxes \$19,000.00	Benefits & Taxes \$22,000.00	Benefits & Taxes \$22,000.00
TOTAL \$120,000.00	TOTAL \$125,000.00	TOTAL \$125,000.00

- B. Method of Payment. DO GOOD will invoice HACC on a monthly basis with payment due within 30 days of receipt of an invoice. No interest or late fees may be charged for late or missed payments, and Do Good's sole remedy for HACC's failure to pay is termination of this Agreement.
- Invoices shall be submitted to Elizabeth Miller – emiller@clackamas.us
- C. Withholding of Contract Payments. Notwithstanding any other provision of the agreement, should Do Good fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, HACC shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until Do Good submits required reports, performs required services, or establishes to HACC's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of Do Good. Reports shall be due quarterly.
- D. Record and Fiscal Control Systems. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of six (6) years after receipt of final payment under this Agreement and all other pending matters are closed.
- E. Access to Records. County, the State of Oregon and the Federal Government and their duly authorized representatives shall have access to the books, documents, papers, and records of examination, excerpts, and transcripts.
- F. Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the HACC in its sole administrative discretion.

5. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations and Special Federal Requirements. Do Good shall comply with all Federal, State, local laws, rules, and regulations applicable to Supportive Services, including, but not limited to, all applicable Federal and State civil rights and rehabilitation

statutes, rules and regulations, and as listed. Any violation shall entitle HACC to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

1. Termination of this Agreement, in whole or in part;
2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Do Good, in an amount equal to HACC's setoff right, without penalty; and
3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. HACC shall be entitled to recover any and all damages suffered as the result of Do Good's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance, except for attorney's fees.

These remedies are cumulative to the extent the remedies are not inconsistent, and HACC may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

D. Subcontracts. Do Good shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from HACC.

F. Tax Laws. Do Good represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:

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

G. Background Checks. Criminal background checks are required for direct service staff funded through this agreement.

H. Mandatory Reporting. Mandatory reporting is required for direct services staff funded through this Agreement. There is several annual trainings required: security training, fair housing, and reasonable accommodation.

6. GENERAL CONDITIONS

A. Monitoring and Measurement. HACC and Do Good will develop benchmarks or metrics for monitoring the Supportive Services' impact on outcomes listed in Exhibit A of this Agreement.

B. Indemnification. Do Good shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Do Good, its subcontractors, agents, or employees. Do Good agrees to indemnify, hold harmless and defend HACC, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of Do Good or the Do Good's employees, subcontractors, or agents.

However, neither Do Good nor any attorney engaged by Do Good shall defend the claim in the name of HACC, nor purport to act as legal representative of HACC, without first receiving from the Clackamas

County Counsel's Office authority to act as legal counsel for HACC, nor shall Do Good settle any claim on behalf of HACC without the approval of the Clackamas County Counsel's Office. HACC may, at its election and expense, assume its own defense and settlement.

- C. Amendments. This Agreement may be amended at any time upon written agreement between HACC and Do Good. Amendments become a part of this Agreement only after any written amendment has been signed by the proper signatories for each department.
- D. Insurance Requirements. Do Good agrees to furnish HACC with evidence of commercial general liability insurance and professional liability coverage each with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of HACC, and its officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Agreement. HACC will be named as an additional insured on all insurance policies required under this Agreement.
- E. Oregon Law and Forum. This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between HACC and Do Good that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by HACC of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Do Good, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- F. Compliance with Applicable Law. Both parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- G. Non-Exclusive Rights and Remedies. Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other party.
- H. Access to Records. Do Good shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Do Good shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Do Good shall permit the HACC's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- I. Debt Limitation. This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- J. Severability. If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be

stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

- K. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by such party of that or any other provision.
- L. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- M. **Independent Contractor.** Each of the parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one party shall be deemed to be a representative, agent, employee or contractor of the other party for any purpose. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.
- N. **No Third-Party Beneficiary.** Do Good and HACC are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- O. **Subcontract and Assignment.** Do Good shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from HACC, which shall be granted or denied in the HACC's sole discretion. HACC's consent to any subcontract shall not relieve DO Good of any of its duties or obligations under this Agreement.
- P. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- Q. **Survival.** All provisions in sections 6 (B), (E), (G), (I), (K), (L), (M), (N), and (V), and all other rights and obligations which by their context are intended to survive, shall survive the termination of this Agreement.
- R. **PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Do Good shall:
- a. Make payments promptly, as due, to all persons supplying to Do Good labor or materials for the prosecution of the work provided for in the Agreement.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Do Good or subcontractor incurred in the performance of the Agreement.
 - c. Not permit any lien or claim to be filed or prosecuted against HACC on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. If Do Good fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Do Good or a subcontractor by any person in connection with the Agreement as such claim becomes due, the proper officer representing HACC may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Do Good by reason of the Agreement.

- f. As applicable, the Do Good shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. Do Good shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Agreement, and failure to comply is a breach entitling HACC to terminate this Agreement for cause.
- g. If the Work involves lawn and landscape maintenance, Do Good shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

- S. Necessary Acts. Each party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

- T. Time is of the Essence. Do Good agrees that time is of the essence in the performance this Agreement.

- U. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

- V. Force Majeure. Neither Do Good nor HACC shall be held responsible for delay or default caused by events outside of the Do Good or HACC's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Do Good shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

- W. Confidentiality. Do Good acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Do Good or its employees or agents in the performance of this Agreement shall be deemed confidential information of HACC ("Confidential Information"). Do Good agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Do Good uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement

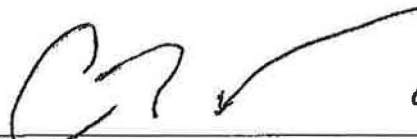
The parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

DO GOOD MULTNOMAH

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY**

Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader
Resident Commissioner Paul Reynolds

Signing on Behalf of the Board



Chris Aiosa
Executive Director

9-23-19
Date

Richard Swift, Director
Health, Housing and Human Services
Department

October 10, 2019

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval to execute a contract between the Housing Authority and Portland Real Estate Solutions, LLC dba Portland Construction Solutions for the modernization of a public housing unit

Purpose/Outcomes	Approval to execute a contract with Portland Construction Solutions to modernize a single dwelling unit to bring back up to public housing standards
Dollar Amount and Fiscal Impact	Not to Exceed \$132,503.21
Funding Source	HUD Federal Capital Grant Funds No County General Funds are involved
Duration	October 14, 2019 through January 14, 2020
Previous Board Action	N/A
Strategic Plan Alignment	1. Sustainable and Affordable housing 2. Ensure safe, healthy and secure communities
Counsel Review	July 1, 2019
Contact Person	Jill Smith, Executive Director, Housing Authority 503-742-5336
Contract No.	9479

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to execute a contract with Portland Real Estate Solutions, LLC, dba Portland Construction Solutions, to modernize a single dwelling unit.

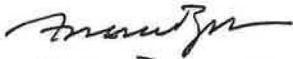
HACC performs annual preventative maintenance inspections on its public housing units. During these inspections, it was noted that this unit was going to be vacated and is in need of modernization work to bring it back to required Public Housing standards. By bringing the building back to housing standards, it will allow HACC to house a low income family in a safe and well maintained home with an affordable rent.

Portland Construction Solutions was selected through a competitive Invitation for Bids process. The scope of work includes removing and replacing the roof, siding, windows, flooring, cabinets, HVAC system, electrical and plumbing fixtures, painting, interior/exterior doors, new driveway and perimeter fencing.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director

Health, Housing & Human Services

FORM OF CONTRACT
PROJECT #19011
Contract #c019-19

THIS AGREEMENT made this 25 day of September in the year 2019 by and between **PORTLAND REAL ESTATE SOLUTIONS, LLC dba PORTLAND CONSTRUCTION SOLUTIONS (Contractor)**, a business entity authorized to do business in the State of Oregon, hereinafter called the "Contractor," and **the Housing Authority of Clackamas County** hereinafter call the "PHA."

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

ARTICLE 1. Statement of Work. The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for **MODERNIZATION OF 9680 SE 74TH**, a prevailing wage project, **#19011**, in strict accordance with the Scope of Work referred to herein, which said Scope of Work and any Addenda are incorporated herein by reference and made a part hereof.

ARTICLE 2. The Contract Price. The PHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Scope of Work, a sum not to exceed one hundred thirty two thousand five hundred three dollars and twenty one cents. **(\$132,503.21)**.

ARTICLE 3. Contract Dates. The following critical dates are hereby set for the MODERNIZATION OF 9680 74TH. Time is of the essence.

- A. START DATE: October 14, 2019**
- B. SUBSTANTIAL COMPLETION DATE: N/A**
- C. FINAL COMPLETION DATE: January 14, 2020**

ARTICLE 4. Contract Documents. The Contract shall consist of the following component parts:

- a. This Agreement
- b. Bid Documents
- c. HUD General Conditions
- d. Addendum(s), if any
- e. Special Conditions
- f. Scope of Work

This instrument, together with the other documents enumerated in this Article 4, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 4 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

ARTICLE 5. Indemnity. The Contractor agrees to indemnify, save harmless and defend the PHA, its officers, elected officials, employees and agents from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees. This provision shall survive termination or expiration of this Contract.

ARTICLE 6. No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as described in ORS 279C.100, the employee shall be paid at least time and a half pay for (1) all overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday or (2) all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and all work the employee performs on Saturday and on any legal holiday specified in ORS 279C.540. All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. Contractor shall comply with the prohibition set forth in ORS 652.220, compliance of which is a material element of the Contract and a failure to comply is a breach entitling PHA to terminate the Contract for cause.

ARTICLE 7. Under the provisions of ORS 279C.515, if the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as the claim becomes due, the proper officer representing the PHA may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the Contractor by reason of the contract.

If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

ARTICLE 8. The Contractor agrees to pay daily, weekly, weekend and holiday overtime as required by ORS 279C.520.

ARTICLE 9. The Contractor agrees that all employees/workers working on this project, whether employed by the Contractor or any subcontractor, shall be given written notice of the number of hours per day and days per week they may be required to work.

ARTICLE 10. The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

ARTICLE 11. The Contractors agrees to pay no less than the applicable state or federal prevailing wage rate, whichever is higher per ORS 279C.830(1)(b).

ARTICLE 12. The Contractor agrees to have a performance bond and payment bond in place before starting any work on the project per ORS 279C.380. The Contractor agrees to have filed a public works bond with the Construction Contractors Board before starting any work on the project.

ARTICLE 13. The Contractor agrees that every subcontract shall include a provision requiring all subcontractors to have a public works bond filed with the Construction Contractors Board before starting any work on the project per ORS 279C.830.

ARTICLE 14. Contractor certifies that both it and any of its subcontractors are (1) Registered to conduct business in the state of Oregon; (2) are actively licensed with the Oregon Construction Contractors Board; (3) are bonded and insured in amounts that meet or exceed the county's minimal requirements.

ARTICLE 15. CONTRACTOR shall:

- (1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
- (2) Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

ARTICLE 16. The Contractor shall include in each subcontract those provisions required under ORS 279C.580.

ARTICLE 17. For demolition tasks, if any, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

ARTICLE 18. Tax Laws.

18.1 The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Agreement, has faithfully complied with:

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

18.2 Contractor represents and warrants that, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Agreement. Further, any violation of Contractor's warranty in this Agreement that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Agreement. Any violation shall entitle PHA to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- a. Termination of this agreement, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to PHA's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. PHA shall be entitled to recover any and all damages suffered as the result of PHA's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and PHA may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

ARTICLE 19. Additional Terms

- (1) **Execution and Counterparts.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
- (2) **Integration.** The Contract Documents constitute the entire agreement between the Parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.
- (3) **Governing Law.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- (4) **Debt Limitation.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- (5) **No attorney fees.** No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel.
- (6) **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- (7) **No Third Party Beneficiaries.** PHA and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- (8) **Waiver.** The failure of PHA to enforce any provision of this Contract shall not constitute a waiver by PHA of that or any other provision.
- (9) **Merger.** This Contract constitutes the entire agreement between the parties with respect to the subject matter referenced therein. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No amendment, consent, or waiver of terms of this Contract shall bind either party unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given. Contractor, by the signature hereto of its authorized representative, is an independent contractor, acknowledges having read and understood this contract, and contractor agrees to be bound by its terms and conditions.

MODERNIZATION OF 9680 74TH - PROJECT #19011
HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

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

Portland Construction Solutions

(Contractor)

 9-25-19
(Authorized Representative's Signature / Date)

Brian Glass, Owner

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

80-0380621

(Federal I.D. Number)

14915 SW 72nd Avenue, Portland, OR 97224

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

174542

(State of Oregon CCB License Number)

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY BOARD**

Commissioner Jim Bernard, Chair

Commissioner Sonya Fischer

Commissioner Ken Humberston

Commissioner Paul Savas

Commissioner Martha Schrader

Resident Commissioner Paul Reynolds

Signing on Behalf of the Housing Authority Board

Richard Swift, Director

Health, Housing & Human Services Department

CERTIFICATION

I Brian Glass

certify that I am the Owner

at the corporation named as Contractor herein, that Brian Glass

who signed this Contract on behalf of the Contractor, was then Owner

of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(Corporate Seal)

 9-25-19
(Authorized Representative's Signature / Date)

Brian Glass, Owner

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

(Print or type the names underneath all signatures)

October 10, 2019

Board of Health
Clackamas County

Members of the Board:

Turning the Tide on the Opioid Epidemic:
The Collective Clackamas Response

Purpose/Outcomes	Clackamas County's Health Officer, Dr. Sarah Present, and Health, Housing & Human Services (H3S) Director, Richard Swift, will update the Board of Health (BOH) on countywide activities since Resolution No. 2018-69 was approved. The presentation will include the following highlights: <ul style="list-style-type: none"> • Data and trends showing the impact of opioids; • The specific measures implemented since the Board of County Commissioners (BCC) approved Resolution No. 2018-69; • The multidisciplinary efforts taking place through the Opioid Task Force and Health, Housing & Human Services (H3S); and • The areas where continued support is needed.
Fiscal Impact	NA
Funding Source	NA
Duration	NA
Previous Action	Resolution No. 2018-69 Supporting Efforts and Policies to Assist those Dealing with Drug and Opioid Abuse Addiction was approved by the BCC on July 12, 2018.
Strategic Plan Alignment	1. Sustaining public health and wellness. 2. Ensuring safe, healthy and secure communities
Counsel Review	NA
Contact Person	Richard Swift, RSwift@clackamas.us , 503.650.5694
Contract No.	NA

BACKGROUND

The BCC first recognized their commitment to address the opioid crisis by approving Resolution No. 2018-69 on July 12, 2018. Resolution No. 2018-69 outlines a number of policies and best practices to prevent opioid addiction and assist those with addiction in obtaining access to quality, affordable services. Clackamas County, along with key community partners, has made significant progress addressing the opioid crisis since Resolution No. 2018-69 was adopted. Clackamas County's Health Officer, Dr. Sarah Present, and H3S Director, Richard Swift, will update the BOH on countywide activities since Resolution No. 2018-69 was approved, notably:

- Data and trends showing the impact of opioids
- The specific measures implemented since the Board of County Commissioners (BCC) approved Resolution No. 2018-69
- The multidisciplinary efforts taking place through the Opioid Task Force and H3S

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

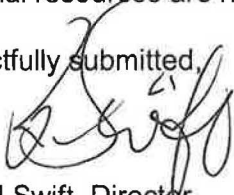
www.clackamas.us

- The areas where continued support is needed; specifically, by (1) increasing access to treatment and recovery options in Clackamas County, (2) developing additional recovery-oriented approaches that address the social determinants of health, (3) and increasing collaboration and organized decision-making across multiple systems and sectors.

RECOMMENDATION

Staff respectfully recommends that the BOH continues to address the impacts of the opioid crisis in Clackamas County by: (1) reaffirming Resolution No. 2018-69 and (2) supporting the areas where additional resources are needed as stated above.

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services

Turning the Tide on the Opioid Epidemic: The Collective Clackamas Response

Sarah D. Present, MD, MPH
Deputy Tri-County Health Officer
Clackamas County

Richard Swift
Director
Department of Health, Housing and Human Services (H3S)

Presentation Objectives

- Present data and trends showing the impact of opioids nationally and locally.
- Highlight measures implemented since the Board approved Resolution No. 2018-69 Supporting Efforts and Policies to Assist Those Dealing with Opioid Abuse and Addiction (July 2018).
- Share multidisciplinary efforts taking place through the Opioid Task Force and H3S.
- Highlight areas where continued support is needed.

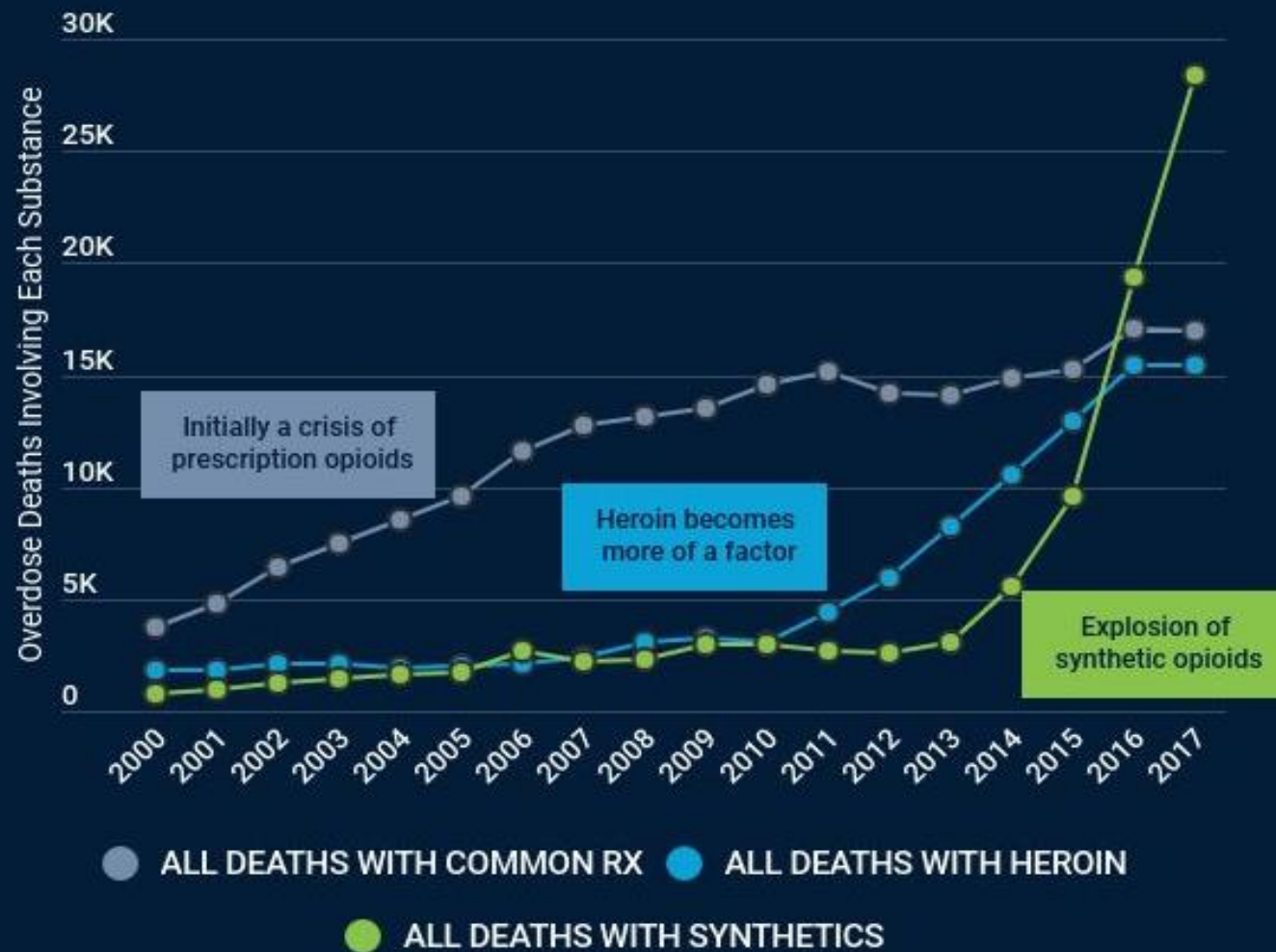
Factors Contributing to the Opioid Crisis

- Abundant, cheap opioids; counterfeit pills
- Human susceptibility
- A small overdose can kill:
Potent fentanyl analogs- loss of tolerance after incarceration
- Opioid Use Disorder (OUD) is a chronic, relapsing disease
- Poverty, inequality, hopelessness, genetics and adverse childhood experiences (ACEs) underlie OUD





The opioid crisis emerged in three waves



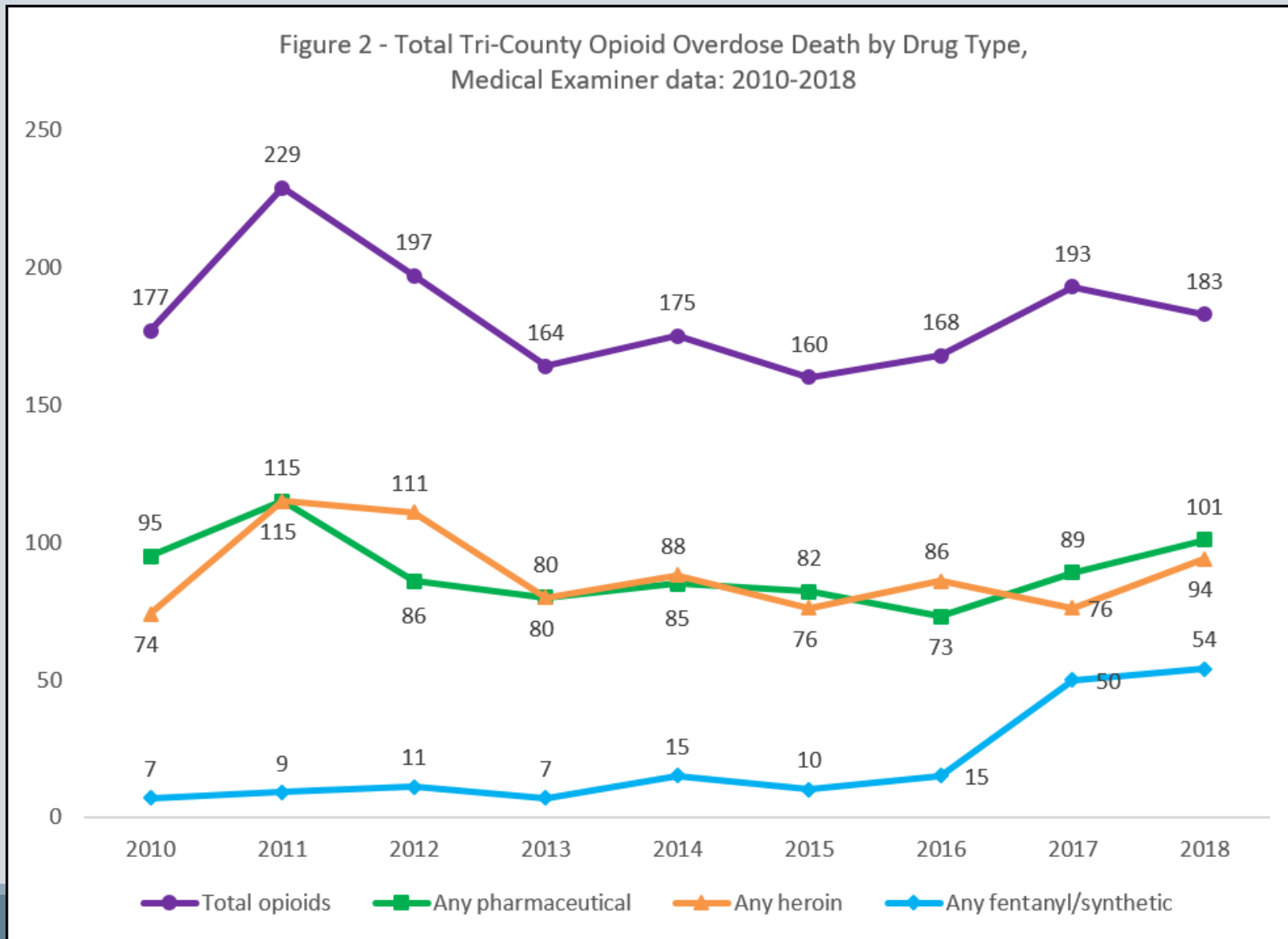
Categories not mutually exclusive; a single death may involve multiple substances.

In 2017, one person died of an opioid overdose every 11.4 minutes

46,298 total opioid-related deaths in 2017



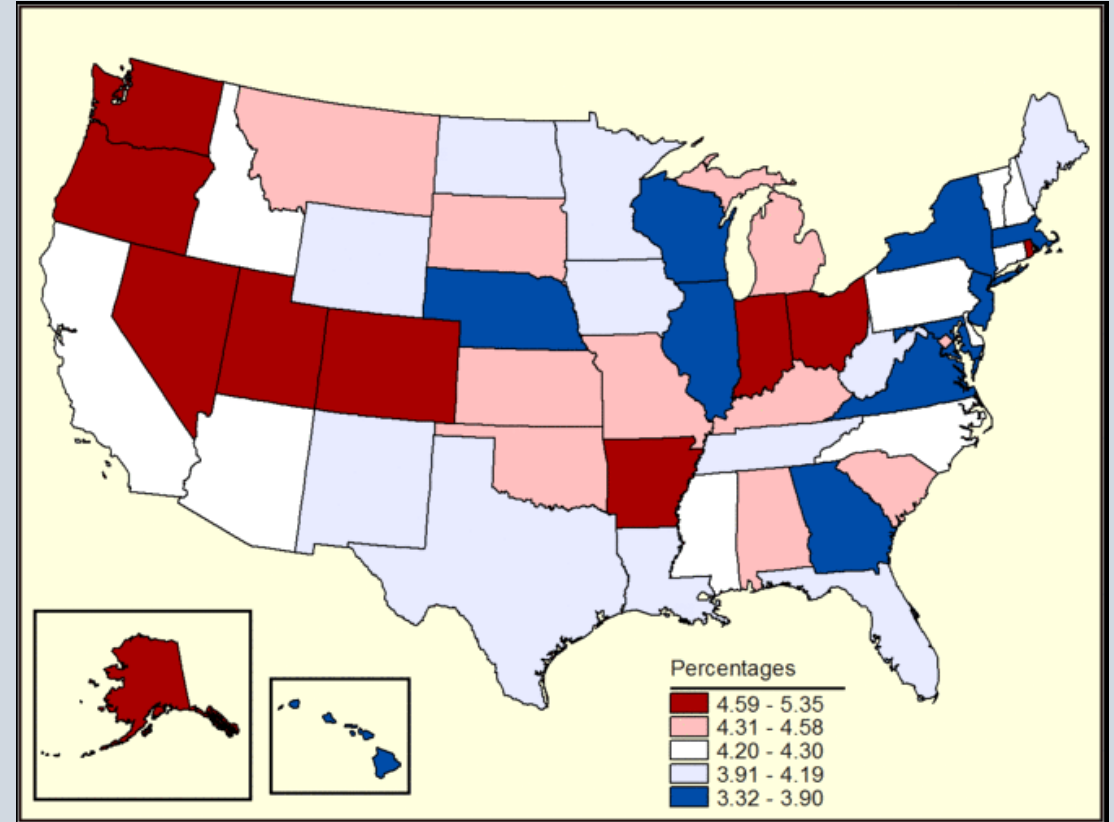
Regional Opioid Deaths – Trending Up



The Statewide Impact

- Oregon has one of the highest rates of prescription opioid abuse in the U.S.
- We rank in the top 10 states for non-medical use of prescription pain meds.¹
- In 2016, 220 million opioid pills were prescribed to Oregonians- enough for 55 pills per person²
- An average of 3 Oregonians deaths/week.

Pain Reliever Misuse in the Past Year among Individuals Aged 12 or Older



1 SAMHSA National Survey on Drug Use and Health, state level data, 2016-2017

2 OrCRM Mid-Willamette Valley Pain Summit, 2017

Impact on Clackamas County

	2019
ED/Urgent Care Overdose Visits	245
Opioid use disorder diagnosis (HealthShare members)	3, 079
First Responder Opioid Overdose Response ¹ (2018)	247
Bookings into the Clackamas County Jail	10,013
Clackamas County jail- opioid withdrawal protocol	1207
Overdose deaths ² (2018)	21 confirmed, 4 pending

1) AMR and Clackamas Fire District #1

2) Oregon State Medical Examiner

Clackamas Opioid Initiative: Goals and Strategies

Decrease Harms and Death

- Decrease the number of opioid prescriptions
- Increase access to naloxone and MAT
- Increase access to safe disposal for unused prescriptions

Safer Pain Management

- Emphasize the use of non-opioid pain treatment for chronic pain
- Support Providers in learning about best practices for pain management
- Educate the community on the risks of opioids.

Expand Access to Treatment

- Support Doctors in better diagnosing and managing opioid use disorder
- Increase the number of Providers who can prescribe MAT

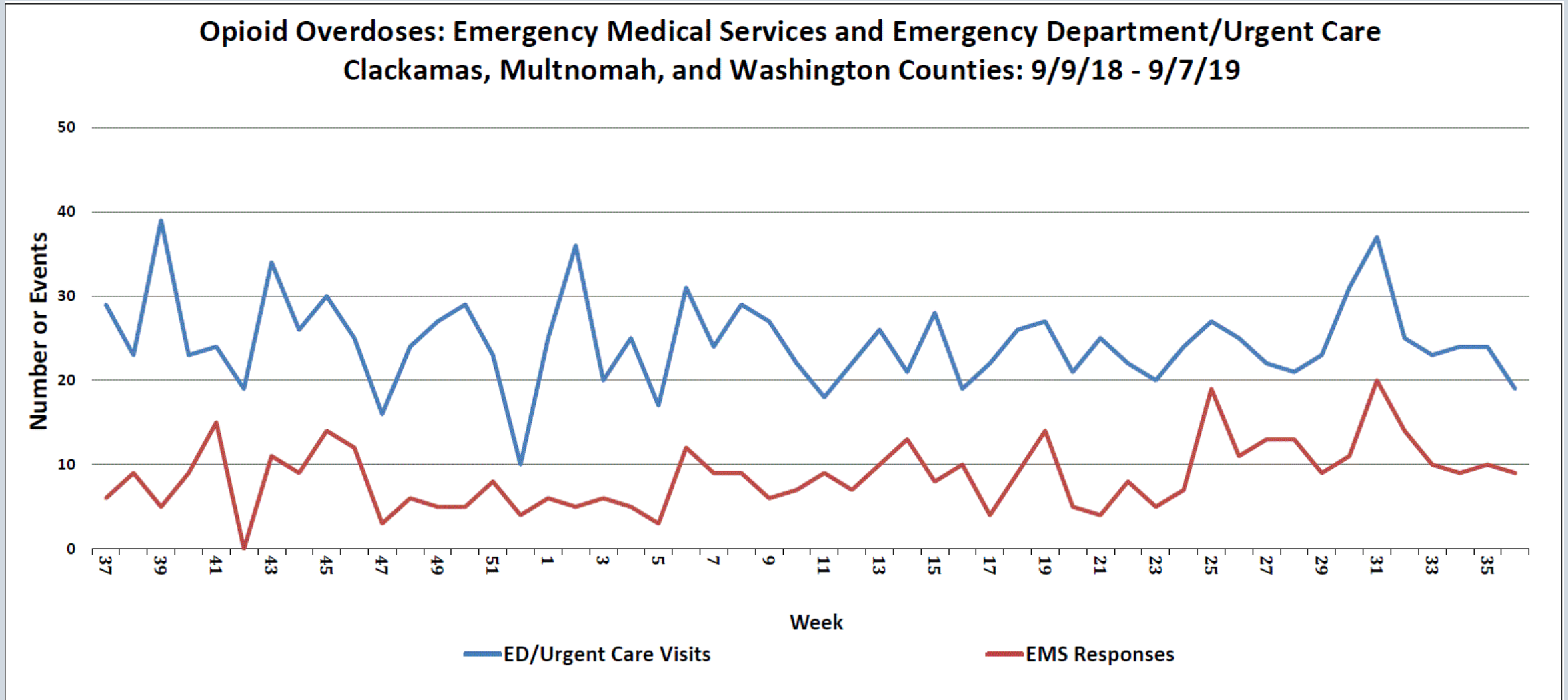
Community Partnerships

- Work with regional and county partners to align goals and improve care coordination

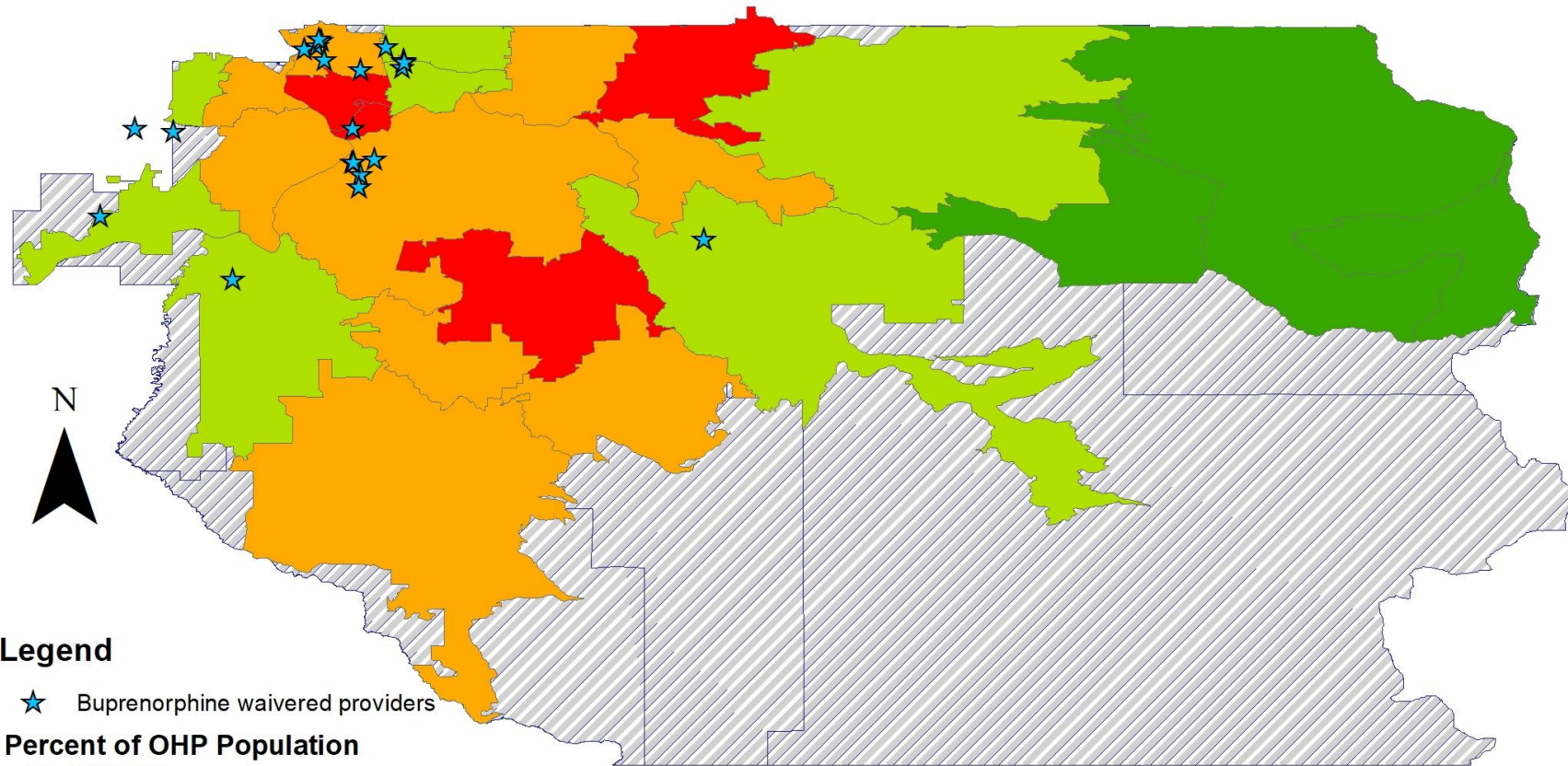
Data-Driven Interventions

- Enhance community-based efforts by utilizing key data sets
- Use data to monitor trends, spikes and identify health equity zones at greatest risk
- Increase the number of prevention/early interventions for youth

Realtime Overdose Surveillance



Opioid Use Disorder: Percent Diagnosed by Zip Code



Legend

★ Buprenorphine waived providers

Percent of OHP Population with OUD Diagnosis

- 0%
- 1.0% - 2.0%
- 2.1% - 3.0%
- 3.1% - 4.0%
- Data not available

0 5 10 20 Miles

Health, Housing
& Human Services
CLACKAMAS COUNTY



Public Health

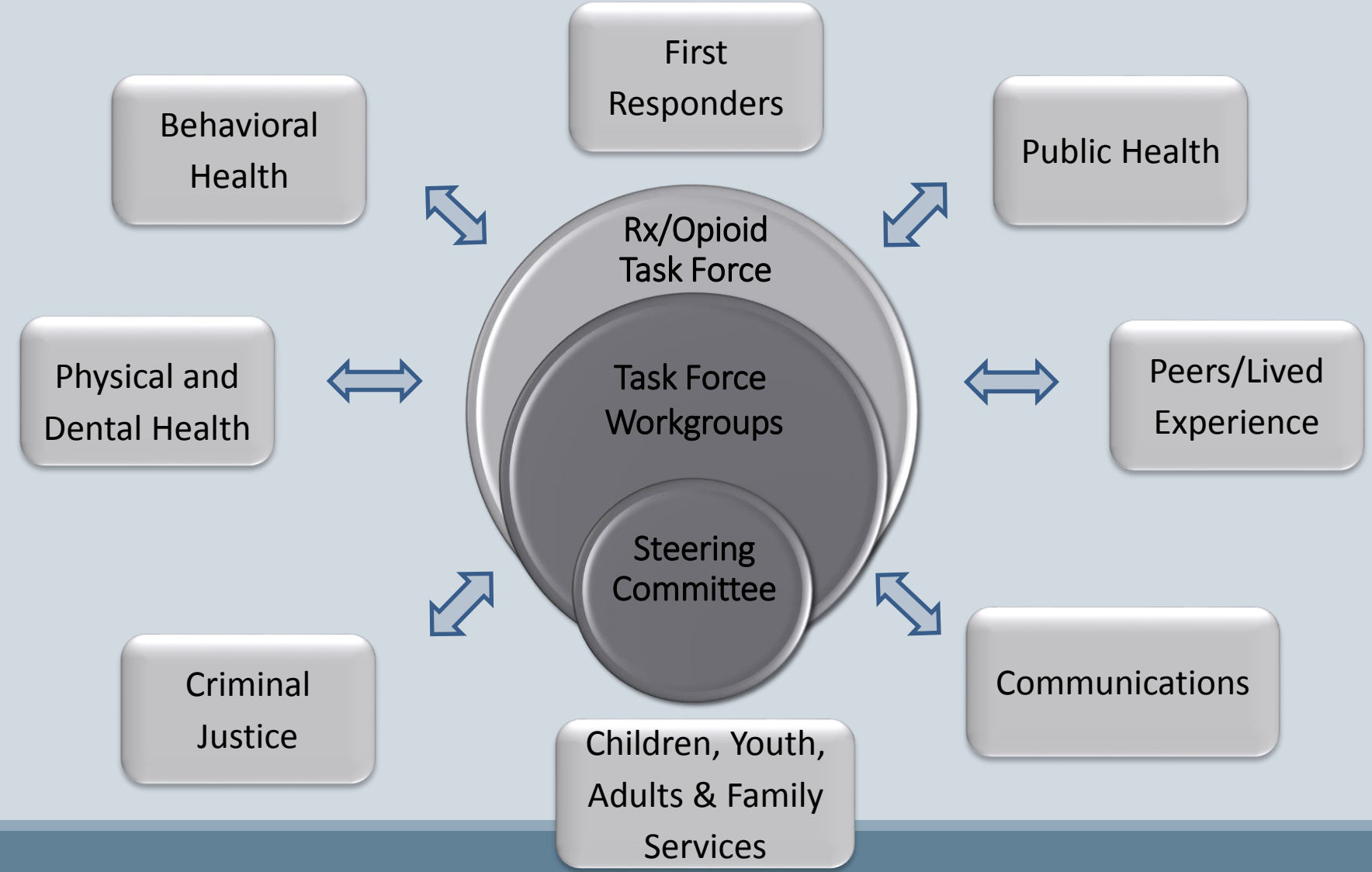
Clackamas County Public Health Division
Data Source: Health Share of Oregon, 1/1/16 - 12/31/17
SAMHSA Clackamas County 10/8/18

Collective Impact

Goal	Project	Outcome
Naloxone/Harm Reduction	<ul style="list-style-type: none"> • Clackamas County Transition Center Naloxone Project • Expanded Needle Exchange Sites and Hours • Vibrant Futures Coalition- Community Naloxone Trainings 	<ul style="list-style-type: none"> • Decrease in overdose fatalities • Access to clean needles and syringes • HIV/STI testing • Greater access to Naloxone
Expanded Access to Treatment	<ul style="list-style-type: none"> • Project Hope • Clackamas Substance Abuse Program (CSAP) • Medication Assisted Treatment in Clackamas County Jail • Law Enforcement Assisted Division (LEAD) • Clackamas Health Center Providers waived to prescribe MAT • Drug Court • Youth Opioid Initiative 	<ul style="list-style-type: none"> • Overdose prevention • Link to housing, employment, healthcare, MAT and behavioral health services • Link to Peer support • Decreased justice involvement • Decreased risk factors in youth
Safer Prescribing	<ul style="list-style-type: none"> • Continued education for Medical Providers 	<ul style="list-style-type: none"> • Safer pain management
Safe Disposal of Unused Medication	<ul style="list-style-type: none"> • Expanded locations including pharmacy and law enforcement collection 	<ul style="list-style-type: none"> • Fewer pills in our medicine cabinets • Cleaner waterways

Task Force Collaboration

Mission: Decrease harms and overdose deaths from opioids and other drugs



Intersection of Goals

Performance
Clackamas

Blueprint for
a Health
Clackamas
County

Safe, Healthy
and Secure
Communities

Rx/Opioid
Task Force

Comprehensive
Opioid Strategic
Plan



Where we need continued support



Increase access to prevention, treatment and recovery options in Clackamas County



Recovery oriented approaches that address the social determinants of health: housing, employment, peer support, health care and incarceration



Collaboration and organized decision making across systems

Request

We respectfully ask the Board of Health to reaffirm their support for Resolution 2018-69 Supporting Efforts and Policies to Assist Those Dealing with Opioid Abuse and Addiction.



October 10, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Revenue Agreement Amendment #2 with the State of Oregon, Department of Human Services (DHS), for the operation of the Supplemental Nutrition Assistance Program (SNAP) Employment & Training

Purpose/Outcomes	To administer employment and training services to participants on the Supplemental Nutrition Assistance Program (SNAP)
Dollar Amount and Fiscal Impact	Amendment #2 adds \$79,638.30 for a new contract total of \$173,560.12 No County General Funds are involved.
Funding Source	State of Oregon, Department of Human Services IGA No. 155318
Duration	Original contract is effective October 1, 2017 and terminates on September 30, 2022. Funding listed in the amendment is for the period from October 1 st , 2019 to September 30 th , 2020
Previous Board Action	The original contract was approved by the Board of County Commissioners on September 28 th , 2017.
Strategic Plan Alignment	1. Provide customized employment services to individuals with barriers to employment, and business partners, so they can obtain and retain meaningful employment through a successful job placement. 2. Ensure safe, healthy and secure communities
Counsel Review	Reviewed and approved by County Counsel on 10/1/19
Contact Person	Jennifer Harvey, Employment & Training Services Manager - 503-655-8843
Contract No.	H3S / CFCC 8501

BACKGROUND:

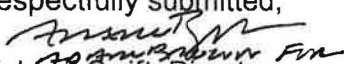
Children, Family & Community Connections (CFCC), a division of Health, Housing and Human Services Department, requests the approval of Amendment #2 to the Intergovernmental Agreement with the Oregon Department of Human Services to continue to serve participants receiving Supplemental Nutrition Assistance Program (SNAP) benefits. Clientele will be referred to CFCC from various agencies, including Clackamas County Corrections, to receive the job search training and employment placement and retention services required to obtain and retain meaningful employment within the community.

This amendment #2 does not alter the services to be perform; it only adds additional funding in the amount of \$79,638.30, for the time period of 10/1/19 to 9/30/20.

RECOMMENDATION:

Staff recommends that the Board approve of this amendment and authorize Richard Swift, H3S Director, to sign on behalf of Clackamas County.

Respectfully submitted,


Richard Swift, Director

Health, Housing & Human Services

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us



Agreement Number 155318

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, 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 is amendment number 2 to Agreement Number 155318 between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Clackamas County
Acting by and through its Department of Health, Housing and Human Services
Children, Family & Community Connections division
Attn: Jennifer Harvey
112 11th Street
Oregon City, OR 97045
Telephone: (503) 867-7500
Facsimile: (503) 655-8841
E-mail address: jharvey@clackamas.us**

hereinafter referred to as "County."

1. This amendment, when fully executed by every party, regardless of the date of execution by every party, shall become effective on the date this amendment has been approved by the Department of Justice or **October 1, 2019**, whichever date is later.
2. The Agreement is hereby amended as follows:
 - a. **Section 3, Consideration subsection a.** only, is hereby amended as follows: language to be deleted is ~~struck through~~, new language is **bolded and underlined**.
 - b. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$93,921.82~~ **\$173,560.12**. 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.

- c. **Effective October 1, 2019, Exhibit A, Part 1, Statement of Work** is hereby updated and restated in its entirety, as set forth in **Exhibit A, Part 1, Statement of Work** attached hereto and incorporated herein by reference.
 - d. **Effective October 1, 2019, Exhibit A, Part 2, Payment and Financial Reporting, Section 1 Payment Provisions** is hereby amended and restated in its entirety, as set forth in **Exhibit A, Part 2, Payment and Financial Reporting** attached hereto and incorporated herein by reference.
3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement amendment, the County hereby certifies under penalty of perjury that:
 - a. The County is in compliance with all insurance requirements in Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County shall deliver to the DHS Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage, within 30 days of execution of this Agreement Amendment. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
 - b. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;
 - c. The information shown in County Data and Certification, of original Agreement or as amended is County's true, accurate and correct information;
 - d. To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - e. County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of

the United States Department of the Treasury and currently found at:

<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

f. County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;

g. County is not subject to backup withholding because:

- (1) County is exempt from backup withholding;
- (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
- (3) The IRS has notified County that County is no longer subject to backup withholding.

h. County Federal Employer Identification Number (FEIN) provided to DHS is true and accurate. If this information changes, County is required to provide DHS with the new FEIN within 10 days.

5. **County Data.** This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

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

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: () _____ Facsimile: () _____

Proof of Insurance: County shall provide the following information upon submission of the signed Agreement amendment. All insurance listed herein and required by Exhibit C of the original Agreement, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

6. Signatures.

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

Clackamas County, acting by and through its Department of Health, Housing and Human Services

By:

Authorized Signature

Printed Name

Title

Date

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

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Via e-mail by Jeffrey J. Wahl, Assistant Attorney General dated September 26, 2019

Department of Justice

Date

EXHIBIT A

Part 1 Statement of Work

County shall deliver the SNAP E&T (Employment & Training) services, as described in this Contract, to assist 'Supplemental Nutrition Assistance Program' (SNAP) Participants to obtain the training, work experience, employment placement and support services required to become employed. County shall deliver the services in accordance with Title 7, Part 273.7 (Work Provisions) of the Code of Federal Regulations as well as the provisions set forth below.

The authority to determine eligibility for SNAP E&T services resides exclusively with DHS.

- 1. The Department of Human Services (DHS) shall determine the following:**
 - a. SNAP eligibility
 - b. SNAP E&T eligibility
 - c. Identify which SNAP Participants are 'Able Bodied Adults Without Dependents' (ABAWD). The authority to determine eligibility resides exclusively with DHS.

- 2. Participant**
 - a. For purposes of this contract, a SNAP participant is an individual who must:
 - Be eligible for or receiving SNAP benefits
 - Be 18 years of age or older
 - Be 16 or 17 years of age and Head of Household on their SNAP case
 - Not JOBS eligible
 - Not in an inpatient drug/alcohol program
 - b. A SNAP E&T participant is a SNAP participant who knowingly volunteers for the SNAP E&T program, receives an orientation, assessment, and a case plan by the provider. In addition, they must be placed in an approved and appropriate component that the provider administers, purchases, or maintains attendance records as required by DHS.

- 3. The County shall be responsible for the following:**
 - a. County shall deliver the services specified in this Statement of Work. To be eligible to receive Contract Services, the SNAP participant must be determined eligible for SNAP E&T services as determined by DHS.
 - b. County shall verify SNAP participant is SNAP E&T eligible by accessing the iMatchSkills tool. The iMatchSkills database will be used to collect participant information which may include SNAP eligibility, services received, or plans developed.

COPY

October 10, 2019

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval for an Intergovernmental Grant Agreement with the State of Oregon
 Criminal Justice Commission (CJC) to continue providing Adult Drug Court (ADC) services

Purpose/Outcomes	Provides Clackamas Health Centers (CHC) reimbursement for treatment as an alternative criminal justice sentence for individuals living with mental illness, substance use disorders and co-occurring disorders.
Dollar Amount and Fiscal Impact	Criminal Justice Commission (CJC) Adult Drug Court (ADC) Grant award of \$242,484.00 No County General Funds are involved. No matching funds required.
Funding Source	State of Oregon, Criminal Justice Courts
Duration	Effective July 1, 2019 and a June 30, 2021 expiration.
Previous Board Action	The Board last reviewed and approved this contract on October 12, 2017, agenda item A3.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure Safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. It was approved on September 25, 2019.
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	9480

BACKGROUND:

Clackamas Health Centers (CHC) of the Health, Housing and Human Services Department requests the approval of Grant Agreement #9480 (SC-21-003) with the State of Oregon CJC for Adult Drug Treatment Court services. Treatment Courts are a collaboration between Oregon Circuit Court, Clackamas County District Attorney's Office, Clackamas Indigent Defense Corporation, Clackamas County Community Corrections, and Health Centers – Behavioral Health Centers.

The CJC grants are targeted to improve effectiveness of state and local criminal justice systems through state and federal resources. Specifically, provide judicial response allowing individuals whose crimes are the result of a substance use or co-occurring disorder an alternative to incarceration.

This is a revenue contract for CHC. The maximum contract value is \$242,484.00. No County General Funds are involved. The Agreement is effective July 1, 2019 and will continue until June 30, 2021. This is a retro-active request due to receiving it from the state after July 1, 2019.

RECOMMENDATION:

Partners of the Adult Drug Court recommends the Board approval of this Grant Agreement for the CJC Adult Drug Court and authorizes Richard Swift, H3S Director be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

 H3S Deputy Director / For

Richard Swift, Director
 Health, Housing, and Human Services

CRIMINAL JUSTICE COMMISSION
SPECIALTY COURTS GRANT PROGRAM
GRANT AGREEMENT

885 Summer Street NE
Salem, OR 97301

#9480

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Criminal Justice Commission, hereafter referred to as “CJC,” and **Clackamas County Behavioral Health Centers**, hereinafter referred to as “Grantee,” and collectively referred to as the “Parties.” This Agreement shall become effective on the later of July 1, 2019 or the date when this Agreement is fully executed and approved as required by applicable law.

1. **Grant.** In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed **\$242,484.00** (the “Grant Funds”) to assist Grantee in implementing the project described in Exhibits A and B (the “Project”) during the period beginning on the Project Start Date and ending on the Project End Date (the “Project Period”), as those dates are specified in Exhibit A. The Grant Funds may be used by Grantee solely for Eligible Costs (as described in Section 4.a) incurred by Grantee within the line items of the Project Budget (set forth in Exhibit A) during the Project Period. CJC’s obligation to disburse Grant Funds under this Agreement shall end 45 days after the Project End Date.

2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

- Exhibit A: **Project Description and Budget**
- Exhibit B: **Project Goals and Objectives**
- Exhibit C: **Subagreement Insurance Requirements**

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; Exhibit A; Exhibit C; Exhibit B.

3. **Reports.** Grantee shall submit the reports required by this section.

a. **Progress Reports.** Grantee shall submit to CJC reports each quarter during Project implementation as specified in Exhibit B as well as such other quarterly reports and information on the Project as CJC may reasonably request (collectively, “Progress Reports”). Progress Reports must be received by CJC no later than October 15, January 15, April 15 and July 15 for the prior calendar quarter. Additionally, Grantee shall submit to CJC no later than January 15 an annual Progress Report for the prior year that describes, in a narrative fashion, Grantee’s progress in meeting the Project’s objectives and any remedial actions necessary if

those objectives have not been met in any respect. Grantee must receive prior approval from CJC to submit a Progress Report after its due date.

b. Requests for Reimbursement. Grantee shall submit to CJC a Request for Reimbursement (“RFR”) each quarter for reimbursement of Eligible Costs incurred during the prior calendar quarter. Each RFR must include supporting documentation for all Eligible Costs for which Grantee is seeking reimbursement. RFRs must be received by CJC no later than October 15, January 15, April 15, and July 15; provided, however, that the final RFR must be submitted no later than the earlier of 30 days after completion of the Project or 15 days after the Project End Date. Failure to submit an RFR by the due date could result in a loss of reimbursement for costs incurred during that quarter. Grantee must receive prior approval from CJC to submit an RFR after its due date.

4. Disbursement and Recovery of Grant Funds.

a. Disbursement Generally. Subject to Section 4.b, CJC shall reimburse, on a quarterly basis and within the line items of the Project Budget, Eligible Costs incurred in carrying out the Project, up to the amount of Grant Funds specified in Section 1. Reimbursements shall be made by CJC within 30 days of CJC’s approval of a RFR. “Eligible Costs” are the necessary and reasonable costs incurred by Grantee (or a subgrantee or subrecipient under a Subagreement) during the Project Period in implementation of the Project and that are allocable thereto, as further described in 2 CFR Part 200, Subpart E (Cost Principles), and that are not excluded from reimbursement by CJC, either by this Agreement or by exclusion as a result of financial review or audit, subject to the following requirements and limitations:

i. Reimbursement rates for travel expenses shall not exceed those allowed by the Oregon travel policy, available at <http://www.oregon.gov/das/Financial/Acctng/Pages/Travel.aspx>. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual expenses or authorized rates incurred. CJC will reimburse travel expenses only after the travel actually occurs. By way of example only, CJC will not reimburse the costs of an airplane ticket unless and until the ticketed air travel has actually occurred.

ii. When requesting reimbursement for equipment costing over \$5,000, the Grantee must provide a description of the equipment, purchase price, date of purchase, and identifying numbers if any.

b. Conditions Precedent to Disbursement. CJC's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Grantee is in compliance with the terms of this Agreement.
- iii. Grantee's representations and warranties set forth in Section 5 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. All Progress Reports due on or before the date of disbursement have been completed and submitted to CJC.
- v. Grantee has provided to CJC a RFR in accordance with Section 3.b. hereof.

5. Representations and Warranties of Grantee. Grantee represents and warrants to CJC as follows:

a. Organization and Authority. Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's charter or other governing documents, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

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

c. No Solicitation. Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

d. No Debarment. Neither Grantee nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Grantee agrees to notify CJC immediately if it is debarred, suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

e. Registration with the System for Award Management (SAM). Grantee has registered with SAM (available through <http://www.ojp.usdoj.gov/funding/sam.htm>) and has provided its Data Universal Numbering System (DUNS) Number to CJC.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

6. Records Maintenance and Access; Audit.

a. Records, Access to Records and Facilities. Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, state minimum standards for audits of municipal corporations, and in accordance with 2 CFR Part 200, Subpart F. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements. CJC, the Secretary of State of the State of Oregon (the "Secretary"), the United States Department of Justice Office of Special Programs, Bureau of Justice Assistance ("USDOJ"), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary, USDOJ and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of CJC, the Secretary and USDOJ to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

b. Retention of Records. Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Project End Date. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the records until the questions are resolved.

c. Expenditure Records. Grantee shall document the expenditure of all funds disbursed by CJC under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit CJC to verify how the moneys were expended.

d. Audits. If Grantee expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with the 2 CFR Part 200, Subpart F (Audit Requirements). Copies of all audits must be submitted to CJC within 30 days of completion. If Grantee expends less than \$750,000 in its fiscal year in Federal funds, Grantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 6.a herein.

e. Audit Costs. Audit costs for audits not required in accordance with 2 CFR Part 200, Subpart F, are unallowable. If Grantee did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit are not Eligible Costs and may not be charged to Grant Funds.

7. Grantee Subagreements and Procurements

a. Subagreements. Grantee may enter into agreements with subgrantees and subrecipients ("Subagreements") for implementation of portions of the Project.

i. Each Subagreement must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the Subagreement, including but not limited to the requirement to comply with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as applicable. Use of a Subagreement does not relieve Grantee of its responsibilities under this Agreement.

ii. Grantee shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant Funds provided under this Agreement must be reported by Grantee to CJC within ten (10) days of its discovery.

b. Subagreement indemnity; insurance.

Each Grantee Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon

or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that the other party to such Subagreement is prohibited from defending State or that such other party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Subagreement if State elects to assume its own defense.

Grantee shall require each other party to each of its Subagreements, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

c. Procurements.

i. Grantee shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules, as well as the requirements of 2 CFR §§ 200.317-326, as applicable.

ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for any non-competitive or sole-source procurement. Justification should include a description of the equipment, materials or services procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Grantee. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

iii. The Grantee shall be alert to organizational conflicts of interest or non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade. A vendor that develops or drafts specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award in such procurement. A request for a waiver of this restriction must be submitted to and approved by CJC in advance and in writing.

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

a. Grantee 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 Grantee herein or in any documents or reports relied upon by CJC to monitor implementation of the Project, the use of the Grant Funds or the performance by Grantee is untrue in any material respect when made.

9. **Remedies upon Default.** If Grantee's default is not cured within 30 calendar days of written notice thereof to Grantee from CJC or such longer period as CJC may authorize in its sole discretion, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement as provided in Section 10.a.ii, suspension of further disbursements of Grant Funds, recovery of Grant Funds, and declaration of ineligibility for the receipt of future awards from CJC.

10. **Termination**

a. **Termination by CJC.** CJC may terminate this Agreement upon thirty (30) days advance written notice of termination to Grantee. In addition, CJC may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by CJC in such written notice, if:

- i. Grantee fails to implement the Project during the Project Period or commencement or continuation of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or
- ii. Grantee is in default under this Agreement and has failed to cure the default within the time period specified in Section 9; or
- iii. Grantee takes an action without the approval of CJC that, under the provisions of this Agreement, requires the approval of CJC; or
- iv. CJC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement; or
- v. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- vi. The Project would not produce results commensurate with the further expenditure of funds.

b. **Termination by Grantee.** Grantee may terminate this Agreement effective upon delivery of written notice of termination to CJC, or at such later date as may be established by Grantee in such written notice, if:

- i. After conferring with CJC, Grantee has determined that the requisite local funding to continue the Project is unavailable to Grantee or Grantee is unable to continue implementation of the Project as a result of circumstances not reasonably

anticipated by Grantee at the time it executed this Agreement and that are beyond Grantee's reasonable control; or

ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

c. **Effect of Termination.** Upon termination of this Agreement, CJC may end all further disbursements of Grant Funds; provided, however, that if this Agreement is terminated under Sections 10.a.iv, 10.a.v, 10.a.vi, or 10.b, CJC will disburse Grant Funds to cover Eligible Costs incurred by Grantee prior to termination that CJC would otherwise be required to reimburse under the terms and conditions of this Agreement had the Agreement not been terminated. Termination of this Agreement shall not affect Grantee's obligations under this Agreement or CJC's right to enforce this Agreement against Grantee in accordance with its terms, with respect to Grant Funds actually received by Grantee or with respect to portions of the Project actually implemented. Specifically, but without limiting the generality of the preceding sentence, Sections 6 and 11 shall survive termination of this Agreement.

11. GENERAL PROVISIONS

a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against CJC or Grantee relating to this Agreement or the Project and with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.

With respect to a Third Party Claim for which CJC is jointly liable with Grantee (or would be if joined in the Third Party Claim), CJC 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 Grantee in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of the Grantee 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 CJC on the one hand and of Grantee 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. CJC's contribution amount in any instance is capped to the same extent it would have been capped

under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.

With respect to a Third Party Claim for which Grantee is jointly liable with CJC (or would be if joined in the Third Party Claim), Grantee 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 CJC in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of CJC 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 Grantee on the one hand and of CJC 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. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

b. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

c. Amendments; budget changes. This Agreement may be amended only by a written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Project Budget in Exhibit A that do not increase the total budget amount. If Grantee's proposed changes do not alter any line item in the Project Budget by more than ten percent, the proposed changes to the Project Budget will be effective upon written approval by CJC delivered to Grantee as provided in Section 11.f. All other changes to the Project Budget must be implemented through a formal amendment to this Agreement before the changes become effective.

d. Duplicate Payment. Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for costs reimbursed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

e. No Third Party Beneficiaries. CJC and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Grantee acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any

obligations or liabilities to the Grantee or any other person pertaining to any matter resulting from the this Agreement.

f. Notices. Except as otherwise expressly provided in this Agreement, any notices to be given by a Party to the other Party hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or CJC Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.f. Any notice personally delivered shall be deemed to be given when actually delivered. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against CJC, such facsimile transmission must be confirmed by telephone notice to CJC Contact. Any notice by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any notice by registered or certified mail shall be deemed to be given three (3) days after mailing. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed notices under this Section unless receipt by the other Party is expressly acknowledged in writing by the receiving party.

g. Work Product. To the extent it has the necessary rights, Grantee hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Grantee shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that CJC or Grantee grant to the United States a license to any intellectual property created, produced or obtained as part of or in connection with the Project, or if applicable law requires that the CJC or the United States own such intellectual property, then Grantee shall execute such further documents and instruments as CJC may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or CJC.

h. Governing Law, Consent to Jurisdiction.

i. 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.

ii. Any claim, action, suit or proceeding (collectively, "Claim") between CJC (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon (unless Oregon law requires that it be brought and conducted in another Oregon county). Grantee hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such form is an inconvenient forum.

iii. Notwithstanding Section 11.h.ii above, 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 Section 11.h.iii applies to a Claim brought against CJC or any other agency or department of 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 Section 11.h.iii 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.

i. **Compliance with Law.** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and the federal laws, rules and regulations described in Exhibit D, as applicable. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

j. **Insurance; Workers' Compensation.** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements.

k. **Independent Contractor.** Grantee shall implement the Project as an independent contractor and not as an agent or employee of CJC. Grantee has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Grantee implements the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of implementing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

m. Counterparts. This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

n. Integration and Waiver. This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

The signatures of the parties follow on the next page.

Grantee, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Approved by Grantee

Signature of Grantee Date

Richard Swift - Director

Name/Title

93-6002286

Federal Tax ID Number

State Tax ID Number

Approved by Criminal Justice Commission

Michael Schmidt, Executive Director Date

Approved for Legal Sufficiency

Approved for Legal Sufficiency by AAG Sam Zeigler by email dated 7/9/19

CJC Contact
CJC Grant Administrator
Joanna Robert
885 Summer St. NE
Salem, OR 97301-2524
Joanna.D.Robert@oregon.gov
(503) 378-2655

Grantee Contact
Jennifer Rees
2051 Kaen Rd Suite 367
Oregon City, OR 97045
jrees@clackamas.us
503-722-6502

DRAFT

Approval of Previous Business Meeting Minutes:
September 5, 2019

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at <https://www.clackamas.us/meetings/bcc/business>

Thursday, September 5, 2019 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner Sonya Fischer, Vice Chair
Commissioner Ken Humberston
Commissioner Martha Schrader

EXCUSED: Commissioner Jim Bernard, Chair
Commissioner Paul Savas

CALL TO ORDER

- Roll Call

Commissioner Savas and Chair Bernard are out of the office and will not be in attendance today, Commissioner Fischer will serve as Chair.

- Pledge of Allegiance

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

1. Recognition of the 2019 Outstanding Member Agency Award to Water Environment Services from the Oregon Association of Clean Water Agencies (ACWA)
Todd Loggan, Public & Government Affairs presented the staff report. He introduced Greg Geist and Ron Wierenga from Water Environment Services who spoke about this award.

The Board congratulated the Team at WES for this great achievement.

II. CITIZEN COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

1. Les Poole, Gladstone – importance of working together to eliminate wild fires.
 2. Julie Mass, West Linn – concerns regarding a proposed soccer field near her home.
- ~Board Discussion~*

III. CONSENT AGENDA

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

MOTION:

Commissioner Humberston: I move we approve the consent agenda.
Commissioner Schrader: Second.
all those in favor/opposed:
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Chair Fischer: Aye – the Ayes have it, the motion carries 3-0.

A. Health, Housing & Human Services

1. Approval of Amendment No. 1 to the Intergovernmental Agreement with the State of Oregon acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County – *Public Health*
2. Approval of a Sub-recipient Agreement with Northwest Housing Alternatives and the Community Development Division for ESG Funding for the Annie Ross Homeless Shelter Services – *Community Development*
3. Approval of a Sub-recipient Agreement with Northwest Housing Alternatives and the Community Development Division for ESG Funding for the Homebased Rapid Re-Housing Services - *Community Development*

4. Approval to Apply for a Grant from Portland General Electric Drive Change Fund to Advance the Electrification of the Elderly & Disabled Transportation Network – *Social Services*
5. Approval to Apply to the Oregon Department of Veterans Affairs for FT 2020 Distribution of Funds – *Social Services*

B. Department of Transportation & Development

1. **Board Order No. 2019-84** Accepting and Acknowledging Right of Way and Simultaneously Vacating Schmidt Road
2. **Resolution No. 2019-85** Declaring the Public Necessity and Purpose for Acquisition of Rights-of-Way, Easements, and Fee Property for the S Central Point Rd. and S New Era Rd. Intersection Realignment Project and Authorizing Good Faith Negotiations and Condemnation Actions
3. Approval of a Federal Lands Access Program Project Memorandum of Agreement with Western Federal Lands Highway Division for the East Salmon River Road Surface Preservation Project
4. Approval of a Federal Lands Access Program Project Grant Agreement with Western Federal Lands Highway Division for the Lolo Pass Road Stabilization and Surface Preservation Project
5. Approval of a Contract with Kerr Contractors Oregon, Inc., for Realignment of Victory Road at Forsythe Road - *Procurement*

C. Elected Officials

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

D. Disaster Management

1. Approval of an Amended Sub-recipient Agreement with the City of Portland for Purchase and Reimbursement Activities Related to the use of the FY17 US Department of Homeland Security's Urban Area Security Initiative (UASI) Grant Program

E. Community Corrections

1. Approval Intergovernmental Agreement between Clackamas County Community Corrections and City of Happy Valley to Provide Work Crew Services
2. Approval Intergovernmental Agreement between Clackamas County Community Corrections and City of Gladstone to Provide Work Crew Services

F. Human Resources

1. Retroactive Approval of 2018 Agreements with Providence Health Plan for Administrative Services for Clackamas County's Self-Funded Medical Benefits

IV. WATER ENVIRONMENT SERVICES

1. Approval of the Utility Easement Agreement between Water Environment Services and Portland General Electric Company at the Tri-City Water Resource Recovery Facility
2. Approval of an Intergovernmental Agreement between Water Environment Services and Clackamas Community College for Watershed Health Education Field Trips
3. Approval of a Contract with Carollo Engineers for the Willamette Facility Plan - *Procurement*

V. COUNTY ADMINISTRATOR UPDATE

<https://www.clackamas.us/meetings/bcc/business>

The following six items were approved and signed by Gary Schmidt, County Administrator on August 27, 2019 in accordance with Clackamas County Code, Appendix C-104. This action was necessary due to the cancellation of the August 22 and 29, 2019 Business meetings.

	DEPARTMENT	ITEM
1	BCS - via procurement August 27, 2019	Approval of Contract with CXT, Inc for the Purchase of a Precast Concrete Restroom at Metzler Park
2	H3S August 27, 2019	Approval of an Intergovernmental Agreement between the Housing and Community Development Division and the City of Sandy for ADA Sidewalk Improvements in SE Sandy
3	H3S August 27, 2019	Approval of a Local Sub-recipient Grant Agreement with Clackamas County Children’s Commission to Provide a Help me Grow Liaison
4	H3S August 27, 2019	Approval of a Local Sub-recipient Grant Agreement with Northwest Family Services to Provide a Bi-Lingual Help me Grow Liaison
5	H3S August 27, 2019	Approval of a Local Grant Agreement with Clackamas County Children’s Commission to provide Evidence Based Parenting Education Classes
6	H3S August 27, 2019	Approval of a Local Grant Agreement with Immigrant Refugee Community Organization to Provide Evidence Based Parenting Education Classes

VI. COMMISSIONERS COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

MEETING ADJOURNED – 10:50 AM



Capt. Malcolm McDonald
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
 1024 MAIN STREET • OREGON CITY • OREGON • 97045
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

October 10, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement No. 5834 and Biennial Plan with the
 State of Oregon, Department of Corrections to Provide Funding for
Community Corrections Programs for the 2019-2021 Biennium

Purpose/Outcome	This IGA will provide funding for Community Corrections programs for the 2019-2021 biennium.
Dollar Amount and Fiscal Impact	\$15,264,588 Grant-in-Aid \$44,133 Inmate Welfare Fund Grant-in-Aid dollars make up approximately 55.8% of Community Corrections' revenue.
Funding Source	State of Oregon Department of Corrections, Grant-in-Aid and Inmate Welfare Fund
Duration	July 1, 2019-June 30, 2021
Previous Board Action/Review	Biennial approval.
Strategic Plan Alignment	Provide supervision, resources, intervention, and treatment services. Ensure Safe, Healthy and Secure Communities
Contact Person	Captain Malcolm McDonald, Director, Community Corrections – 503-655-8717

BACKGROUND: This IGA is required for any county receiving Community Corrections funds. It adopts Community Corrections' Biennial Plan for 2019-2021. The Plan details Community Corrections' priorities, goals, and budget for the 2019-2021 biennium. The Local Public Safety Coordinating Council (LPSCC) approved the Plan for submission to the State on September 24, 2019. Approval of this IGA allows for continuation of the current Community Corrections' programs.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve Intergovernmental Agreement No. 5834 and the Biennial Plan between Clackamas County and the Oregon Department of Corrections, for the 2019-2021 Grant-in-Ad and Inmate Welfare funding of Community Corrections.

Respectfully submitted,

Captain Malcolm McDonald
Director, Community Corrections

**INTERGOVERNMENTAL AGREEMENT #5834
BETWEEN THE STATE OF OREGON AND CLACKAMAS COUNTY**

This Intergovernmental #5834 (Agreement) is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Clackamas County, hereafter called COUNTY.

Whereas, DEPARTMENT is an agency of the State of Oregon and COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services in COUNTY within the requirements as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between county corrections programs and the Department on a continuing basis (ORS 423.475 to 423.565);

Whereas, ORS 144.106 provides “the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision”;

Whereas, ORS 144.334 provides that the Board of Parole and Post-Prison Supervision may authorize issuance of citations by supervising officers;

Whereas, ORS 144.343 provides that the Board of Parole and Post-Prison Supervision may delegate the authority to impose sanctions as provided in ORS 144.106 and to continue a violator on parole or post-prison supervision with the same or modified conditions;

Whereas, ORS 423.478(2)(a) - (f) assigns responsibility for all offenders on probation, parole, post-prison supervision and those offenders sentenced or revoked for periods of one year or less, and on conditional release to COUNTY;

Whereas, ORS 137.545 and 137.595 provide that courts may delegate the authority to parole/probation officers to impose sanctions for probationers through a system of Structured Sanctions; and

Whereas, ORS 423.555 requires DEPARTMENT, with cooperation from COUNTY, to establish and operate a Statewide Evaluation and Information System and to monitor effectiveness of corrections services provided to criminal offenders under ORS 423.500 to 423.560.

Now, therefore, THE PARTIES HERETO, in consideration of the mutual promises, terms and conditions hereinafter provided, agree to the following:

I. DEFINITIONS

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement, effective only after all parties have signed and all approvals have been obtained. Plan Modifications are **NOT** Amendments.
- B. Budget Summary: The part of the County Corrections Plan that reflects the amount of County Corrections Grant funds granted by DEPARTMENT to COUNTY to implement the programs in the Plan. The Budget Summary is attached to this Agreement as Exhibit A.
- C. Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- D. County Corrections: All County agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f) and the activities of carrying out those responsibilities.
- E. County Community Corrections Plan or Plan: A document developed by the Local Public Safety Coordinating Councils and adopted by COUNTY's governing body pursuant to ORS 423.525 and 423.535 and received by DEPARTMENT's director or designee.
- F. County Community Corrections Plan Modification: A written change or alteration to the County Corrections Plan promulgated by COUNTY modifying the Plan subject to ORS 423.525, effective upon the date the written change or alteration has been submitted to the DEPARTMENT representative under this Agreement.
- G. County Community Corrections Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of county corrections programs including, but not limited to, preventive or diversionary correctional programs, probation, parole, post-prison supervision work release and local correctional facilities and programs for offenders.
- H. Offender: Any person under supervision who is on parole, post-prison supervision, transitional leave, work release, local control, and/or probation status.
- I. Sanctions or Structured Sanctions: A response to Offender violations of conditions of supervision that uses custody units.

- J. Statewide Evaluation and Information System: The Corrections Information Systems (CIS) including the Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), Case Management for Institutions (CMI), Offender Management System (OMS), Offender Information System (OIS), Interstate Compact Offender Tracking System (ICOTS), and related case management modules.
- K. Supervisory Authority: The local corrections official or officials designated in each COUNTY by that COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.

II. AUTHORITY AND DURATION

A. Authority

This Agreement is entered into pursuant to the provisions of ORS 423.520.

B. Duration

This Agreement will become effective on **July 1, 2019** and will remain in effect until **June 30, 2021** or until terminated according to Section X, captioned TERMINATION.

III. PLAN; PLAN MODIFICATIONS

- A. County Community Corrections Plan: COUNTY will create a County Community Corrections Plan meeting the requirements of ORS 423.525 outlining the basic structure of supervision, services, and local sanctions to be applied to Offenders sentenced or convicted of felonies and designated drug-related misdemeanors and on supervision in the county. The Plan consists of program descriptions and budget allocations and is included by this reference as part of this Agreement. The Plan must be received and approved by DEPARTMENT before disbursements can be made by COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. COUNTY may modify the Plan according to ORS 423.525 and the administrative rules thereunder governing the support and development of County Corrections Programs. A copy of all Plan Modifications will be marked in sequence beginning with the designation "Plan Modification 1" and attached to the above-mentioned Plan. DEPARTMENT will notify COUNTY of any concerns about the modification or the need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

- C. Notice of Modification: No Plan Modifications shall take effect until COUNTY gives written notice to DEPARTMENT, in a form approved by DEPARTMENT. DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.

IV. AMENDMENTS GENERALLY

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties.

V. DUTIES AND RESPONSIBILITIES OF COUNTY

- A. COUNTY shall assume administrative responsibility for correctional supervision and services within its jurisdiction, as outlined in the Plan.
- B. COUNTY shall designate a Community Corrections Manager.
- C. COUNTY will meet the goals for community corrections in Oregon described below:
 - 1. Reduce Criminal Behavior
 - a. Indicator: recidivism, as measured by arrest, conviction, or incarceration for a new crime within three years from initial admission to probation.
 - b. Indicator: recidivism, as measured by arrest, conviction, or incarceration for a new crime within three years from first release to parole/post-prison supervision.
 - 2. Enforce Court, Board of Parole and Post-Prison Supervision, and Local Supervisory Authority Orders:
 - a. Indicator: the percentage of positive case closures for Offenders on parole/post-prison supervision.
 - b. Indicator: the percentage of positive case closures for Offenders on probation.
 - 3. Assist Offenders to Change:
 - a. Indicator: employment rates for Offenders.
 - b. Indicator: substantial compliance with treatment requirements.
 - 4. Provide Reparation to Victims and Community
 - a. Indicator: the percentage of restitution and compensatory fines collected, owed to victims.

- b. Indicator: the percentage of community service hours provided by Offenders.

- D. Except as otherwise provided by the DEPARTMENT's rules or orders, COUNTY will adopt and implement a continuum of administrative sanctions used by DEPARTMENT and the Board of Parole and Post-Prison Supervision for violators of conditions of probation, parole and post-prison supervision as authorized by ORS 144.106, 144.334, 144.343 and 137.540 and the rules thereunder. COUNTY will manage local control post-prison supervision in accordance with the rules and practices of the Board of Parole and Post-Prison supervision.

- E. COUNTY will follow the Oregon Administrative Rules (OAR's) applicable to community corrections, including but not limited to the following:
 - 1. Computerized Information System Access and Security OAR 291-005-0005 through 291-005-0075.
 - 2. Case Transfer, OAR 291-019-0100 through OAR 291-019-0160.
 - 3. Searches, OAR 291-028-0100 through OAR 291-028-0115.
 - 4. Community Corrections Programs, OAR 291-031-0005 through OAR 291-031-0360.
 - 5. Pre-sentence Investigation, OAR 291-038-0005 through 291-038-0060.
 - 6. Structured, Intermediate Sanctions OAR 291-058-0010 through OAR 291-058-0070.
 - 7. Short-term Transitional Leave, OAR 291-063-0100 through 291-063-0140.
 - 8. Records Management, OAR 291-070-0100 through OAR 291-070-0140.
 - 9. Community Case Management, OAR 291-078-0005 through OAR 291-078-0031.
 - 10. Admission, Sentence Computation and Release, OAR 291-100-0005 through OAR 291-100-0160.
 - 11. Interstate Compact, OAR 291-180-0106 through OAR 291-180-0275.
 - 12. Sex Offenders, Special Provisions, OAR 291-202-0010 through 291-202-0130.
 - 13. Active and Inactive Probation, OAR 291-206-005 through 291-206-0030.
 - 14. Earned Discharge, OAR 291-209-0010 through 291-209-0070.
 - 15. Dangerous Offenders, OAR Chapter 255, Divisions 36 and 37.
 - 16. Release to Post-Prison Supervision or Parole and Exit Interviews, OAR Chapter 255, Division 60.
 - 17. Conditions of Parole and Post-Prison Supervision, OAR Chapter 255, Division 70.

18. Procedures for Response to Parole and Post-Prison Supervision Condition Violations for Offenders Under the Jurisdiction of the Board of Parole and Post-Prison Supervision or Local Supervisory Authority, OAR Chapter 255, Division 75.
 19. Active and Inactive Parole and Post-Prison Supervision, OAR Chapter 255, Division 94.
 20. Archiving, OAR Chapter 166.
- F. COUNTY will follow all applicable Federal and State civil rights laws including, but not limited to:
1. Federal Code, Title 5 USCA 7201 et seq. - Anti-discrimination in Employment.
 2. Oregon Statutes, Enforcement of Civil Rights: ORS 659A.009, 659A.006, and 659A.030.
 3. Americans with Disabilities Act.
- G. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate [. . .] in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into the Statewide Evaluation and Information Systems in a complete, accurate, and timely manner. COUNTY agrees to, and does hereby grant DEPARTMENT the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- H. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- I. COUNTY will follow DEPARTMENT prescribed allotment and expenditure reporting system and shall provide this information on each discrete program in the COUNTY Corrections Plan. This system will be used for controlling County Corrections Grant funds by DEPARTMENT and to provide suitable records for an audit. COUNTY will make available to the DEPARTMENT copies of its annual audit report required by ORS 297.425.
- J. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement. If funding is reduced below the amount set out in ORS 423.483, the County may elect to terminate pursuant to Section X, below.

- K. COUNTY will participate in all of the systems that comprise the Statewide Evaluation and Information Systems. COUNTY will enter and keep current information on offenders under supervision in the Law Enforcement Data System (LEDS) Enter Probation Record (EPR) System.
- L. COUNTY will retain responsibility for cases transferred to and accepted by another state under the terms of the Interstate Compact for Adult Offender Supervision, an agreement among states to provide supervision services for parole, post-prison, and probation Offenders that relocate to other states per ORS 144.610 and OAR 291-180-0106 through 291-180-0275.
- M. COUNTY will comply with ORS 182.515-182.525. Programs identified by the Community Corrections Commission and receiving any state grant funds shall be evidence based. Evidence based programs are delivered consistent with the findings in research about what works best to reduce recidivism.

VI. DEPARTMENT RESPONSIBILITIES

- A. DEPARTMENT will furnish to COUNTY, in a timely manner, those procedures, directives, records, documents and forms required for COUNTY to meet its obligations.
- B. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements. This data includes, but is not limited to details regarding outcomes noted in Subsection V(C). DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- C. DEPARTMENT agrees to provide COUNTY an opportunity to review and comment on all new or revised administrative rules that have fiscal or programmatic impact on COUNTY.
- D. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.
- E. If COUNTY ceases to participate in County Corrections programs as described in ORS Chapter 423, DEPARTMENT may recover title and possession to property previously transferred to COUNTY or purchased by COUNTY with County Corrections Grant funds.

- F. DEPARTMENT grants to COUNTY continual access to the DEPARTMENT's computer system at no charge to COUNTY. All costs (including but not limited to any equipment or software upgrades) to ensure this access however, is the responsibility of COUNTY. If DEPARTMENT's computer is used in any way other than for pass-through of COUNTY data to the DEPARTMENT's system, COUNTY will provide support for additional activities. DEPARTMENT will provide timely notification and technical assistance when changes are made that impact applicable restrictions on the software, if any. If COUNTY uses DEPARTMENT's data circuits or network connections to access a third party jail management system, the terms of the attached Exhibit B apply. If DEPARTMENT determines that COUNTY has not complied with the terms of Exhibit B, DEPARTMENT may immediately suspend COUNTY access to DEPARTMENT's computer system.
- G. DEPARTMENT's Community Corrections Division will administer the provisions of the Interstate Compact for Adult Offender Supervision, an agreement among states to provide supervision services for parole, post-prison, and probation Offenders that relocate to other states per ORS 144.610 and OAR 291-180-0106 through 291-180-0275.
- H. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.
- I. DEPARTMENT will provide technical assistance to COUNTY on changes in Oregon Statutes and Oregon Administrative Rules.

VII. FUNDS

- A. The Budget Summary, Exhibit A, lists the County Corrections Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. The Plan and fully executed Intergovernmental agreement (IGA) must be received by the DEPARTMENT from the COUNTY. After receipt of both the Plan and IGA, DEPARTMENT will authorize payments to the COUNTY as scheduled in this Section VII.
- C. The first payment to COUNTY will occur as soon as possible after the DEPARTMENT's budget is legislatively approved and implemented and quarterly thereafter.
- D. The DEPARTMENT will disburse to COUNTY one eighth of the County Correction Grant Funds authorized under this Agreement within 15 days of

each of the following dates; 7/1/19, 10/1/19, 1/1/20, 4/1/20, 7/1/20, 10/1/20, 1/1/21, and 4/1/21.

DEPARTMENT's obligation to disburse County Correction Grant Funds is subject to satisfaction, on the date of each disbursement, of each of the following conditions:

1. COUNTY is in compliance with all terms and conditions of this Agreement;
 2. This Agreement has not been terminated; and
 3. DEPARTMENT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.
- E. Both parties agree that all reallocations of funds between or within programs shall require a County Community Corrections Plan Modification, except that COUNTY may reallocate up to ten percent of funds in any budget category in the approved Plan between or within programs without a County Community Corrections Plan Modification. COUNTY shall notify DEPARTMENT in writing of such reallocation within 30 days after making the reallocation.
- F. Unexpended Funds: Fund balances remaining at the termination of this agreement may be retained by the COUNTY, upon approval by the DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan.
- G. Supervision fees collected by COUNTY will be used to offset costs of supervising the probation, parole, post-prison supervision or other supervised release pursuant to ORS 423.570 and its administrative rules, as amended from time to time.
- H. Unauthorized Expenditures: Any County Corrections Grant Funds expended for unauthorized purposes will be deducted by DEPARTMENT from subsequent payments under this Agreement or refunded to DEPARTMENT upon request.
- I. For purposes of the delivery of field corrections services, DEPARTMENT recognizes COUNTY as an ongoing partner for all County Corrections appropriations provided by the State of Oregon Legislature according to ORS 423.475 to 423.565.

- J. Funding for Sexually Violent Dangerous Offenders: After receipt and review of an invoice from the COUNTY, DEPARTMENT will reimburse COUNTY at the daily rate established by the DEPARTMENT for the intensive supervision of Offenders designated as sexually violent dangerous offenders by the Court or Board of Parole and Post-Prison Supervision only from the amount specifically appropriated for the increased level of supervision of such Offenders.
- K. In the event that the COUNTY retains funds to spend in the next biennium under Subsection VII(F), then Subsections VII (D)-(G) and (I)-(J) will survive termination or expiration of this Agreement.

VIII NONCOMPLIANCE

- A. The Assistant Director of Community Corrections or the Assistant Director's designee shall annually review COUNTY's compliance with this Agreement under ORS 423.500 to 423.560. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.
- B. If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with this Agreement or Plan, DEPARTMENT shall contact COUNTY regarding the alleged noncompliance and offer technical assistance to reach compliance. If COUNTY does not resolve the alleged noncompliance, DEPARTMENT shall, after giving COUNTY not less than 30 calendar days' notice, conduct a hearing to ascertain whether there is substantial compliance or satisfactory progress being made toward compliance. After technical assistance, which may include peer review or other assistance, is provided and the hearing occurs, DEPARTMENT may suspend any portion of the funding made available to COUNTY under ORS 423.500 to 423.560 until County complies as required.
- C. In the event that a dispute arises, COUNTY may appeal to the Director of the Department of Corrections.

IX INDEMNIFICATION See Exhibit C

X TERMINATION

- A. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension, but this Agreement may be extended only by written Amendment.

- B. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of this Agreement including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.
- C. If COUNTY chooses to discontinue participation in the Plan as described in this Agreement and ORS 423.483(2), COUNTY may terminate participation at the end of any month by delivery of a resolution of the Board of Commissioners to the DEPARTMENT's Director or the Director's designee not less than 180 calendar days before the date on which COUNTY intends to discontinue its participation. Termination of COUNTY participation may occur only at the end of a month. This Agreement will terminate on the same date that COUNTY discontinues its participation in the Plan.
- D. If COUNTY terminates participation, the following will apply:
1. The responsibility for correctional services transferred to COUNTY and any unused County Corrections Grant funds will revert to DEPARTMENT.
 2. In no case does responsibility for supervision and provision of correctional services to non-designated drug-related misdemeanor Offenders revert to DEPARTMENT.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon fails to provide any funding. If there is reduced state funding as described in ORS 423.483, County may terminate the Agreement as described herein.

XI COMPLIANCE WITH APPLICABLE LAW

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. DEPARTMENT's performance under this Agreement is conditioned upon COUNTY's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, as amended from time to time, which are made

applicable to this Agreement and incorporated herein by this reference. All employers, including COUNTY, that employ subject workers who work under this Agreement 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. COUNTY shall ensure that each of its subcontractors complies with these requirements.

Nothing in this Agreement shall require County or Department to act in violation of state or federal law or the Constitution of the State of Oregon.

XII ACCESS TO RECORDS

For not less than six (6) years after Agreement expiration or termination, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of COUNTY which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later of: (i) the date that is not less than six (6) years following the Agreement expiration or termination date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees that full access to DEPARTMENT will be provided in preparation for and during litigation and that copies of applicable records shall be made available upon request and payment by DEPARTMENT for the COUNTY's cost to produce the copies.

XIII SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, IX, X, XI, XII, XIII, and XIV.

XIV GOVERNING LAW; JURISDICTION; VENUE

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 Agreement, 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 Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion 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.

XV WAIVER

The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision.

XVI EXECUTION AND COUNTERPARTS

This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

XVII MERGER; INTEGRATION

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written agreement will be valid or binding. This Agreement will supersede all previous communications, representations, whether verbal or written, between the parties hereto. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

STATE OF OREGON
DEPT. OF CORRECTIONS

CLACKAMAS COUNTY
BOARD OF COMMISSIONERS

Jeremiah Stromberg, Asst. Director

Chair

Date

Date

Approved for Legal Sufficiency
Oregon Attorney General's Office:

/s/ Cynthia Byrnes per email dated 5/2/19
Assistant Attorney General

EXHIBIT A

**BUDGET SUMMARY
CLACKAMAS COUNTY
(to be added by DEPARTMENT after
COUNTY submission of the County Corrections Plan)**

EXHIBIT B

CLACKAMAS COUNTY

NETWORK ACCESS BY COUNTY

1. COUNTY jail users will be permitted to use existing DEPARTMENT data circuits to access third party systems. Access is permitted for jail management system application users only. COUNTY jail users will not be permitted to use DEPARTMENT circuits for video conferencing, Real Audio, Internet access, applications that require large amounts of bandwidth, or other jail management software online service or system unless approved by DEPARTMENT. COUNTY jail users will be permitted to use DEPARTMENT's data circuits for video image transmissions using a NIST standard (available from DEPARTMENT upon request).

- A. All network traffic covered by this agreement will employ TCP/IP network protocols.
- B. DEPARTMENT will continue its policy of only providing one router to each county. This means that if COUNTY's jail and the parole and probation office are located in separate buildings, COUNTY will be responsible for providing a connection between the two buildings.

2. COUNTY understands and acknowledges that DEPARTMENT is subject to the public records provision of ORS 192.410 through 192.505 and other applicable laws and administrative rules which establish uniform guidelines and procedures for the release of information from DEPARTMENT's computer system.

**EXHIBIT C
INDEMNIFICATION
CLACKAMAS COUNTY**

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 Department is jointly liable with the County (or would be if joined in the Third Party Claim), the Department 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 Department 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 Department 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 Department's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Department had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the Department (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 Department in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the Department 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 Department 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.

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.

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.

Subcontractor Insurance Requirements

GENERAL

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

TYPES AND AMOUNTS

PROFESSIONAL LIABILITY

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Department:

"TAIL" COVERAGE If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County 's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and the Department may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If Department approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.