

AGENDA

Thursday, March 28, 2019 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2019-28

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY PUBLIC HEARING

1. Public Hearing on the Proposed 2019-2020 Housing Authority of Clackamas County (HACC) Annual Plan (Jill Smith, Health, Housing & Human Services)

II. HOUSING AUTHORITY CONSENT AGENDA

1. In the Matter of Writing off Uncollectible Accounts for the Third Quarter of Fiscal Year 2019

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

1. Resolution No. _____ Supporting the 2020 Census Count in Clackamas County (Dylan Blaylock, Public & Government Affairs)
2. Approval of 2019 Update to the Transportation Safety Action Plan (Joe Marek, Department of Transportation & Development)

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 for a Facility Lease Agreement with the North Clackamas School District No. 12 for Wichita Community Services Building for Women, Infants, & Children (WIC) Program – *Public Health*
2. Approval of an Intergovernmental Agreement with the Washington County for Accessing Clackamas County Emergency Medical Services Electronic Protocols – *Public Health*

3. Approval of an Intergovernmental Agreement with Portland State University (PSU), Toulon School of Urban Studies and Planning and the Regional Research Institute for Human Services – *Admin*
4. Approval of an Intergovernmental Subrecipient Agreement, Amendment No. 5 with North Clackamas Parks & Recreation District/Milwaukie Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
5. Approval of Grant Renewal Amendment No. 2 from the US Department of Housing & Urban Development (HUD), Housing Our Families for the Purpose of Providing Rapid Re-Housing – *Social Services*
6. Approval of Grant Renewal Amendment No. 2 from the US Department of Housing and Urban Development (HUD), Supportive Housing Program for the Housing Our Heroes Project for the Purpose of Providing Permanent Supportive Housing to Veterans – *Social Services*
7. Approval of Grant Renewal Amendment No. 2 from the US Department of Housing & Urban Development (HUD), Supportive Housing Program for the Rent Well Rapid Re-Housing Program – *Social Services*
8. Approval of Grant Renewal Amendment No. 2 from the US Department of Housing & Urban Development (HUD), Continuum of Care Program for the HOPE Leasing Program, for the Purpose of Providing Permanent Supportive Housing – *Social Services*
9. Approval of Grant Renewal Amendment No. 2 from the US Department of Housing & Urban Development (HUD), Continuum of Care Program for the HOPE II Program for the Purpose of Providing Permanent Supportive Housing – *Social Services*
10. Approval of Grant Renewal Amendment No. 2 from the US Department of Housing & Urban Development (HUD), Coordinated Housing Access System – *Social Services*

B. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement between Clackamas County and the City of Estacada to Transfer Permitting Authority, Maintenance Responsibility and Road Standards for a Portion of Darrow Road (County Road #1393).
2. Approval of a Local Agency Agreement No. 33216 with Oregon Department of Transportation for the Canby Marquam Hwy: Bear Creek Bridge #06027.
3. Board Order No. _____ Acknowledging a Platted Right of Way and Simultaneously Vacating a Portion of Mountain Road
4. Approval of Supplemental Project Agreement No. 33150 with Oregon Department of Transportation (ODOT) for the Clackamas County Regional Freight Intelligent Transportation System (ITS) Project.
5. Approval of Amendment No. 2 to the Local Agency Agreement No. 29996 with Oregon Department of Transportation (ODOT) for the Clackamas County Regional Freight Intelligent Transportation System (ITS) Project.

6. Resolution No. _____ Approval to Sell Property Located at 902 Abernathy Road in the Manner Provided in ORS 271
7. Approval of a Disposition Agreement between Clackamas County and The Blue at Abernethy Creek, LLC Pertaining to Property Located at 902 Abernethy Road
8. Approval of a Disposition Agreement between Clackamas County and Beaver Creek Structures, LLC Pertaining to Property Located at 19314 S Beaver Creek Road
9. Authorization to Purchase Plastic Pavement Markings from Geveko Markings, for the Department of Transportation and Development – *Procurement*
10. Approval of a Contract with Granite Construction Company for Bull Run River (SE Bull Run Rd) Bridge Approach – *Procurement*

C. Finance Department

1. Authorization to Contract for Elevator Services from Kone, Inc., for the Facilities Maintenance Division – *Procurement*

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Resolution No. _____ Appointing Justices of the Peace Pro-Tempore for the Clackamas County Justice of the Peace District – *Justice Court*

E. Community Corrections

1. Approval to Apply for a Grant Award with National Institute of Justice to Conduct Research and Evaluation on Reentry Initiative

F. Business & Community Services

1. Approval of Amendments to the Clackamas Workforce Partnership (CWP) Bylaws

G. Juvenile Department

1. Approval of Personal Services Contract Amendment No. 11 with Parrott Creek Child and Family Services to Provide Shelter Services for Youth - *Procurement*
2. Approval of Personal Services Contract Amendment No. 11 with Boys and Girls Aid Society of Oregon to Provide Shelter Services for Youth - *Procurement*
3. Approval of Personal Services Contract Amendment No. 11 with Christian Community Placement Center to Provide Shelter Services for Youth - *Procurement*

H. Technology Services

1. Approval of a Service Level Agreement with the Multnomah Educational Service District for the Lease of Dark Fiber

I. County Counsel

1. Approval of Withdrawal of Territory from Clackamas County Service District No. 1

VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of Amendment No. 1 to the Grant Agreement between Metro and North Clackamas Parks & recreation District for the Boardman Wetland Complex Project

VII. DEVELOPMENT AGENCY

1. Approval of the Third Amendment to Disposition Agreement with Bottling Group, LLC

VIII. WATER ENVIRONMENT SERVICES

1. Amendment No. 2 to the Agreement between Water Environment Services and Tribeca Transport LLC for On-Call Services for the Management of Class B Biosolids and Raw Sludge - *Procurement*

IX. COUNTY ADMINISTRATOR UPDATE

X. COMMISSIONERS COMMUNICATION

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>

March 28, 2019

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Public Hearing on the Proposed 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 past performance of HACC, and to review the Proposed 2019-2020 HACC 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 July 1, 2019 through June 30, 2020
Previous Board Action	2018-2019 Annual Plan approved by the HACC Board on April 5, 2018 – Resolution No. 1928
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 the Health, Housing & Human Services Department request a public hearing on the Proposed 2019-2020 Housing Authority of Clackamas County Annual Plan. This hearing will satisfy a U.S. Department of Housing and Urban Development (HUD) requirement that the public be given an opportunity annually to review the performance of the Housing Authority of Clackamas County and comment on the goals and objectives of the Annual Plan. The Plan includes HACC's policy changes, new goals and activities, and its progress on meeting goals.

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.

Capital Fund Program (CFP) is a grant that HUD provides for the development, modernization, and management of Public Housing. HACC is applying for and seeking Capital Funds in the amount of \$1,300,000 for FY2019.

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

- The Annual Plan was developed in consultation with the Resident Advisory Board (RAB).
- The RAB is made up of residents from Public Housing and Section 8 programs. The RAB met

Healthy Families. Strong Communities.

on January 16th, 2019 to review the Plan.

- HACC published a public notice opening the Annual Plan for public review and comments from January 19, 2019 through March 5th, 2019.
- The Plan was available at the HACC Administrative Office, HACC Property Management Offices, Clackamas County Oak Grove Library, and was posted on HACC's website.

The Public Hearing will consist of three parts:

- 1) A review of the past performance of the Housing Authority of Clackamas County;
- 2) A review of the Proposed 2019-2020 HACC Annual Plan; and
- 3) An open discussion period during which citizens may testify on the plan or HACC's programs and actions.

RECOMMENDATION:

Staff recommends that the HACC Board take the following actions:

- 1) Hold a Public Hearing to review past performance of the Housing Authority of Clackamas County and to review the proposed 2019-2020 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 Plan, and prepare for Board approval of the Final 2019-2020 Annual Plan; and
- 3) Place approval of the 2019-2020 Annual Plan on the HACC Board consent agenda for adoption at a special meeting scheduled for April 4, 2019.

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services

Attachments:

- Proposed 2019-2020 Annual Plan

Housing Authority of Clackamas County (HACC)

**Annual Plan
2019-2020**



**HACC Executive Director
Jill Smith**

Housing Authority of Clackamas County



Annual Plan 2019-2020

Effective Dates July 1, 2019 – June 30, 2020

Housing Authority of Clackamas County

Annual Plan 2019-2020

Table of Contents

HUD FORM 50075 PHA ANNUAL PLAN	1
ATTACHMENT A: SUMMARY OF ADMIN PLAN POLICY CHANGES.....	7
ATTACHMENT A-1: FSS ACTION PLAN.....	15
ATTACHMENT B: PUBLIC HOUSING ADMISSIONS & CONTINUED OCCUPANCY POLICY UPDATES	83
ATTACHMENT C: STRATEGY FOR ADDRESSING HOUSING NEEDS	99
ATTACHMENT D: DECONCENTRATION POLICY	104
ATTACHMENT E: FINANCIAL RESOURCES.....	105
ATTACHMENT F: VAWA STATEMENT.....	106
ATTACHMENT G: RAD DEVELOPMENT PROJECT DESCRIPTIONS.....	107
ATTACHMENT H: 2019 CAPITAL FUND BUDGET SUMMARY.....	110
ATTACHMENT I: CAPITAL FUND PROJECT SUMMARY.....	111
ATTACHMENT J: PUBLIC NOTICE	112
ATTACHMENT K: ANNUAL PLAN COMMENTS	113
ATTACHMENT L: RESIDENT RIGHTS HANDOUT	131
ATTACHMENT M: CERTIFICATIONS.....	175

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 checked="" type="checkbox"/> Annual Submission <input 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: 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> <p><input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th rowspan="2" style="width: 20%;">Participating PHAs</th> <th rowspan="2" style="width: 10%;">PHA Code</th> <th rowspan="2" style="width: 20%;">Program(s) in the Consortia</th> <th rowspan="2" style="width: 20%;">Program(s) not in the Consortia</th> <th colspan="2" style="width: 30%;">No. of Units in Each Program</th> </tr> <tr> <th style="width: 15%;">PH</th> <th style="width: 15%;">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														

<p>B.1</p>	<p>Revision of PHA Plan Elements.</p> <p>(a) Have the following PHA Plan elements been revised by the PHA since its last Annual PHA Plan submission? Y N</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Statement of Housing Needs and Strategy for Addressing Housing Needs (See Attachment C)</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions (See Attached A & B for Policy Changes)</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Financial Resources (See Attachment E)</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Rent Determination</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Safety and Crime Prevention</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Pet Policy</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Substantial Deviation (See Attachment K)</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Significant Amendment/Modification (See Attachment K)</p> <p>(b) The PHA must submit its Deconcentration Policy for Field Office Review. See Attachment D</p> <p>(c) If the PHA answered yes for any element, describe the revisions for each element below: See Attachments referenced above</p>
<p>B.2</p>	<p>New Activities.</p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year? Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Hope VI or Choice Neighborhoods.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Mixed Finance Modernization or Development</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Demolition and/or Disposition</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Tenant Based Assistance (Section 18 Demolition/Disposition)</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Project-Based Assistance under RAD</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Project Based Vouchers</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Units with Approved Vacancies for Modernization</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants)</p> <p>(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan.</p> <p>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. If approved, HACC will relocated all 100 households using Section 8 vouchers and the assistance of a relocation contractor.</p> <p>Additionally, HACC has submitted a RAD application for our Hillside Park project consisting of a 100-unit Public Housing property located at 2887 SE Hillside Ct, Milwaukie. We anticipate this project may be a good candidate for a Section 18 Disposition application and plan to pursue that application in 2019. If approved, HACC will relocate all 100 households using Section 8 vouchers and the assistance of a relocation contractor.</p> <p>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 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.</p> <p>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.</p> <p>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.</p>
<p>B.3</p>	<p>Progress Report.</p> <p>Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year Plan.</p> <p><u>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:</u></p> <p><input checked="" type="checkbox"/> Applied for and received 55 additional VASH vouchers</p> <p><input checked="" type="checkbox"/> Applied for and received 41 additional Mainstream vouchers</p> <p><input checked="" type="checkbox"/> Continuing to leverage private and/or other public funds to create additional housing opportunities</p> <p><input checked="" type="checkbox"/> Working with a broker to acquire land for new construction of affordable housing</p> <p><input checked="" type="checkbox"/> Conducted a financial feasibility study for rehabilitation, disposition, or redevelopment of existing Public Housing properties</p> <p><input checked="" type="checkbox"/> 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.</p> <p><input checked="" type="checkbox"/> Prepared and submitted a grant to Metro to develop a community plan for the Hillside Park property</p>

- 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 applicable 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 & LHTC 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
- 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.
- 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:

- Continue to partner with local & regional workforce partners to increase the number of employed/under-employed persons in assisted housing
- Partnered with agencies to provide supportive services to increase independence for the elderly and families with disabilities
- Awarded Resident Opportunities Self Sufficiency (ROSS) grant
- Applied for the new Family Self Sufficiency (FSS) grant
- Research and apply for future grants that provide services and enhance residents' quality of life
- 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 <i>Form 50077-ST-HCV-HP, Certification of Compliance with PHA Plans and Related Regulations</i> , must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.2	Civil Rights Certification. <i>Form 50077-ST-HCV-HP, Certification of Compliance with PHA Plans and Related Regulations</i> , 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. Form HUD 50077-SL , <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i> , must be submitted by the PHA as an electronic attachment to the PHA Plan.
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

Summary of Proposed Housing Choice Voucher Administrative Plan Policy Changes Effective April 2019

Chapter	Old Policy Language	New Policy Language	Summary
4	<p><u>HACC Policy</u> Those families that qualify for a preference will be placed on the waiting list above those families who do not qualify for a preference.</p> <p>Families applying from outside of Clackamas County must live in Clackamas County one (1) year with the voucher before being allowed to transfer (port out).</p> <p>Elderly, disabled, or displaced single person families will be given preference over other single person families.</p> <p>Vouchers will only be issued to those preference families who have not left any type of subsidized housing in bad standing in the last 5 years, do not owe money to any PHA or have any Public Housing or HCV or have program violations that would otherwise exclude them from the program. No Sex Offenders will be allowed to participate in the program.</p> <p>HACC's first priority is to serve its general wait list families. Therefore, HACC will limit the number of families placed as a preference per year to no more than 60 overall. Preferences 1-5 are the top priority to receive vouchers before all other preferences. If Preferences 1-5 require issuance of 60 vouchers then no other preferences will be served in that year. HACC holds the right to close the preference wait list at any time if it needs to in order to serve no less than 60 regular wait list families per year off its wait list.</p>	<p><u>HACC Policy</u> Those households that qualify for a preference will be placed on the waiting list above those who do not qualify for a preference.</p> <p>Households applying from outside of Clackamas County must live in Clackamas County one (1) year with the voucher before being allowed to transfer (port out).</p> <p>Vouchers will only be issued to those who have not left any type of subsidized housing in bad standing in the last 5 years, do not owe money to any PHA or have any EIV program violations that would otherwise exclude them from the program. No Sex Offenders will be allowed to participate in the program.</p> <p>HACC will limit the number of families placed as a preference per year to no more than 60 overall. Preferences 1-5 are the top priority to receive vouchers before all other preferences. If Preferences 1-5 require issuance of 60 vouchers then no other preferences will be served in that year. HACC holds the right to close the preference wait list at any time if it needs to in order to serve no less than 60 regular wait list families per year off its wait list. Preference wait list will be closed for referrals once 60 applications have been received in any given fiscal year.</p> <p>Preferences 6-11 carry the same weight and they will not be aggregated. These households will be served on a first come, first serve based on date and time of placement on the preference wait list. HACC preferences are as follows:</p> <ol style="list-style-type: none"> 1. Any family that has had their voucher rescinded due to insufficient program funding will always be served before all other preference or wait list families. 	<p>Removed the Elderly, disabled singles over all other singles so that it is strictly serving based on time and date of application.</p> <p>Added a service requirement for agencies to be able to refer a client for a preference must offer them specialized housing assistance through a Memorandum of Understanding.</p> <p>Changed preferences to better serve the homeless we are getting through the Coordinated Housing Access System.</p>

Preferences 6-14 carry the same weight and they will not be aggregated. These families will be served on a first come, first serve based on date and time of placement on the preference wait list. HACC preferences are as follows:

1. Any family that has had their voucher rescinded due to insufficient program funding will always be served before all other preference or wait list families.
2. Project Based Voucher families that have lived in their unit no less than one year and have requested a Tenant Based Voucher before giving notice to vacate will be issued a voucher before all other preference families can be served.
3. Eligible families displaced from Housing Authority owned units due to rehabilitation work.
4. Other eligible families displaced by the Housing Authority due to the acquisition or sale of property. These families will be allowed to move with debts owed as long as they sign a payment agreement and are current on all payments. These families will only be issued a voucher according to the HCV Occupancy Standard of 2 per room and not based on the PH unit size they currently occupy.
5. Families currently in the Public Housing program who have met the requirements for an emergency or administrative transfer but whose needs cannot be met within the Public Housing program through relocation and are active applicants on the HCV wait list.

2. Project Based Voucher families that have lived in their unit no less than one year and have requested a Tenant Based Voucher before giving notice to vacate will be issued a voucher before all other preference families can be served.

3. Eligible families displaced from Housing Authority owned units due to acquisition or sale of property, demolition or rehabilitation work. This preference may include residents of HACC owned local projects that have to be relocated due to a change in the population to be served at the units, rehabilitation, or sell of units. These families will be allowed to move with debts owed as long as they sign a payment agreement and are current on all payments. These families will only be issued a voucher according to the HCV Occupancy Standard of 2 per room and not based on the unit size they currently occupy.

4. Families currently in the Public Housing program who have met the requirements for an emergency or administrative transfer but whose needs cannot be met within the Public Housing program through relocation and are active applicants on the HCV wait list.

5. HACC Public Housing Families who are under housed or in need of reasonable accommodation that Public Housing cannot accommodate through relocation and are already active applicants on the HCV wait list.

6. Maximum of 33 dedicated vouchers to serve homeless persons per fiscal year (FY) (July 1st to June 30th). This preference can only come from direct referring agencies that have signed a Memorandum of Understanding (MOU) outlining the services to be offered to those referred. The referrals should have originated off the Coordinated Housing Access (CHA) system and may include the following homeless outreach programs: Bridges to Housing (B2H), Veteran Services Office, Transitional Housing or Rapid Rehousing. These programs must serve families that at time of entry met the definition of homeless

	<p>6. HACC Public Housing Families who are under housed or in need of reasonable accommodation that Public Housing cannot accommodate through relocation and are already active applicants on the HCV wait list.</p> <p>7. Families eligible for 10 vouchers dedicated to referrals from the Bridges to Housing Program and have met the Bridges to Housing Programs participation requirements for at least 6 months and must be in the program at time of voucher issue.</p> <p>8. Families eligible for a maximum of 15 dedicated vouchers per fiscal year (FY) (July 1st to June 30th) for referrals from an HACC identified transitional housing or Rapid Rehousing programs for homeless families within Clackamas County that offer one-on-one case management for not less than 6 months following the family’s exit from the referring program, have preferably had some type of RentWell or equivalent training, and must pass HACC screening criteria. Vouchers will be distributed first come, first served order. Unused Preference slots do not carry over to the next fiscal year. To qualify the family must be referred by a case manager of a qualified RRH program or Transitional Housing Program within Clackamas County and be able to verify homeless status at time of entering RRH or transitional housing and case manager must offer not less than one year of assistance with housing-related issues.</p> <p>9. Eligible Clackamas County families who have been displaced from their homes by a natural disaster as declared by the Federal, State or County government who have not been eligible for long term assistance including but</p>	<p>and verification of that status can be provided at application. To be referred households must be actively engaged in services at time of voucher issue. Vouchers will be distributed first come, first served order. Unused Preference slots do not carry over to the next fiscal year.</p> <p>7. Maximum of 17 dedicated vouchers within a fiscal year (July 1st to June 30th) for families referred by a domestic violence professional counseling organization and/or shelter, for victims of domestic violence that has occurred within the last 12 months and are certified as homeless by the agency and who continue to be in counseling or case management through the referring agency or other professionally recognized counseling organization. Referrals from agencies that have signed an MOU outlining the services to be offered to their referral families will only be accepted. The applicant must certify that the abuser will not reside with the applicant unless the PHA gives prior written approval. A violation of this certification will be grounds for termination of rental assistance. Applicants will be served on a first come, first served basis. Unused Preference slots do not carry over to the next fiscal year.</p> <p>8. Maximum of 10 dedicated vouchers per year within a fiscal year (July 1st to June 30th) for households referred by a pre-approved Permanent Supportive Housing (PSH) provider that has entered into an MOU with HACC and applicant has been deemed by the provider to be in less need for supportive services. The household must be considered a candidate that is graduating off the PSH and that at time of entry into the PSH program were homeless and/or disabled. Unused Preference slots do not carry over to the next fiscal year.</p> <p>9. Shelter Plus Care families may graduate to a regular voucher if the grant changes making them no longer qualify for assistance under the revised grant. For example, if the grant changes to project based and the tenant does not wish to live in a project based unit, they</p>	
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not limited to federal assistance such as Federal Emergency Management Agency (FEMA), State or local government assistance, insurance settlements, or the like, and who face long term homelessness. Those families seeking any compensation or settlement that may come in the future may not apply until all legal recourse has been resolved. Families receiving temporary assistance such as motel vouchers may apply if no other legal negotiation for compensation is under consideration. This preference is limited to 10 Families in a fiscal year (July 1st to June 30th) unless new vouchers are granted to cover a particular natural disaster. If at the time more families meet this preference than there are slots available, families will be selected within the preference category based on the date and time of their application to the Housing Authority for housing assistance. Unused Disaster Vouchers do not carry over to the next fiscal year.

10. No more than 17 Families within a fiscal year (July 1st to June 30th) who have been referred by Clackamas Women Services Shelter (CWSS), Northwest Housing Alternatives (NHA), Los Niños Cuentan, or other pre-approved HACC domestic violence professional counseling organization and/or shelter, and are identified as victims of domestic within the last 12 months and are certified as homeless by the agency and who continue to be in counseling or case management through the referring agency or other professionally recognized counseling organization. The applicant must certify that the abuser will not reside with the applicant unless the PHA gives prior written approval. A violation of this certification will be

may qualify for regular voucher. Graduations are at the discretion of the Rent Assistance Program Manager and based on budget availability of regular vouchers.

10. For Mainstream Vouchers only, preference will be given to non-elderly persons with disabilities transitioning out of institutional and other segregated settings, at serious risk of institutionalization, homeless or at risk of becoming homeless who are referred by an agency with an active MOU to provide supportive services. Families must meet all preference criteria at time of application. Families with Mainstream that stabilize can be graduated to regular vouchers if more preference families are in dire need of housing and regular vouchers become available. Graduations are at the discretion of the Rent Assistance Program Manager and based on budget availability of regular vouchers.

grounds for termination of rental assistance. The domestic violence program or shelter must serve Clackamas County homeless families; provide assigned one-on-one case management to the victim while in emergency or temporary housing; provide six months of follow-up case management upon victim leaving the facility and offer not less than one year of assistance with housing-related issues. Applicants will be served on a first come, first served basis.

11. This preference applies to residents of HACC owned local projects that have to be relocated due to a change in the population to be served at the units, rehabilitation, or sell of units. Residents who qualify may be given a voucher for relocation purposes.
12. No more than 8 annually renewable vouchers (including Project Based Vouchers as qualified on each wait list) for families who are graduating from a Clackamas County rental assistance program that serves homeless and/or disabled military veterans. To qualify the family must meet the definition of a military veteran as defined as: Any person who served for any length of time in any military service branch. The family must also have actively participated in case management and services that meet their disability needs and have shown progress and stabilization in these programs as documented by their case managers. Families must be referred by the Veteran's Administration or Clackamas County Veteran Services.
13. No more than 10 families per year that are elderly (62+) or meet HUD's definition of homeless and disabled that have completed an assessment and been referred by the

	<p>Clackamas County Coordinated Housing Access System formed as part of the Clackamas County Continuum of Care or a Permanent Supportive Housing project within the Continuum of Care. The family must at time of application provide proof homeless status and of age and/or disability status by having a professional verify this status.</p>		
5	<p>A family must not receive HCV program assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless HACC has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities. [Form HUD-52646, Voucher]</p>	<p>A family must not receive HCV program assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless HACC has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities. [Form HUD-52646, Voucher]</p> <p><u>HACC Policy</u> If HACC allows a reasonable accommodation to rent from family, the family cannot reside in the unit and must provide proof of not living in the unit such as a legal lease or rental agreement at another unit, utility bills for another unit and/or Deed or Mortgage for another unit.</p>	<p>Due to two cases of fraud caught were family members were residing in units we now require proof of other residence by the owner.</p>
7	<p>7-II.H. VERIFICATION OF PREFERENCE STATUS HACC must verify any preferences claimed by an applicant that determined placement on the waiting list.</p> <p><u>HACC Policy</u> HACC will offer a preference to any family that has been terminated from its HCV program due to insufficient program funding. HACC will verify this preference using HACC’s termination records.</p>	<p>7-II.H. VERIFICATION OF PREFERENCE STATUS HACC must verify any preferences claimed by an applicant that determined placement on the waiting list.</p> <p><u>HACC Policy</u> HACC will offer a preference to any family that has been terminated from its HCV program due to insufficient program funding. HACC will verify this preference using HACC’s termination records. Verification of Homeless Status must be verified and documented. Verification of Domestic Violence status must be verified and documented. Verification of Disability status must be verified and documented. Verification of Veteran status will be verified with a DD214.</p>	<p>Tightening the verification requirements to meet HUD Audit standard</p>

<p>8</p>	<p><u>HACC Policy</u></p> <p>HACC may conduct regular unit inspections every other year for all tenant-based HCV participants unless:</p> <ul style="list-style-type: none"> ○ The family had two consecutive failed inspections in the last two years; ○ There is a concerning factor regarding inspections or unit status; or ○ Family lives in a unit owned or managed by a landlord or property management company with a concerning inspection history. ○ HACC will grade units A (Good), B(Fair) and C (Poor) and only A units will be made biennial <p>As families are admitted onto the program, they may be placed on a biennially inspection schedule. Participants placed on a biennially schedule will remain on that schedule unless a concern arises, or HUD rules change, at which point they will be placed back on an annual schedule until the concern no longer exists.</p> <p>HACC may at any time take photos of units while doing inspections and is strongly encouraged to do so by HUD.</p> <p>HACC is converting from Annual/Biennially inspections tied to Annual Recertification date to inspections based on geographic location. During the initial process, this may mean a client will get more than one inspection in a 12 month period.</p>	<p><u>HACC Policy</u></p> <p>HACC may conduct regular unit inspections every other year for all tenant-based HCV participants unless:</p> <ul style="list-style-type: none"> ○ The family had a failed inspections in the prior year; ○ There is a concerning factor regarding inspections or unit status; or ○ Family lives in a unit owned or managed by a landlord or property management company with a concerning inspection history. <p>As families are admitted onto the program, they may be placed on a biennially inspection schedule. Participants placed on a biennially schedule will remain on that schedule unless a concern arises, or HUD rules change, at which point they will be placed back on an annual schedule until the concern no longer exists.</p> <p>HACC may at any time take photos of units while doing inspections and is strongly encouraged to do so by HUD.</p> <p>HACC no longer ties Annual/Biennially inspections to Annual Recertification date but rather to be more efficient and reduce travel costs does inspections based on geographic location. In order to facilitate this more efficient process an inspection may be completed later than 12 months but never to exceed 24 months since the last inspection.</p>	<p>Loosening the definition of a unit that can convert to Biennial Schedule</p>
<p>9</p>	<p><u>HACC Policy</u></p> <p>HACC prefers an initial lease term of at least one (1) year; however, it may approve a shorter initial lease term if the PHA determines that:</p> <ul style="list-style-type: none"> • Such shorter term would improve housing opportunities for tenants; 	<p><u>HACC Policy</u></p> <p>HACC prefers an initial lease term of at least one (1) year; however, it may approve a shorter initial lease term if the PHA determines that:</p>	<p>To relieve a barrier to leasing, HACC will agree to lease terms that meet the landlords lease term as long as it doesn't</p>

	<ul style="list-style-type: none"> • Such shorter term is the prevailing local market practice; and • A lease term of less than six (6) months must be approved in writing by the Housing Services Manager 	<ul style="list-style-type: none"> • Such shorter term would improve housing opportunities for tenants; • Such shorter term is the prevailing local market practice; and • Lease and HAP Contract end dates will match landlord lease end dates except where landlord lease exceeds 12 months and all HACC leases and contracts must end on the last day of the month. 	exceed 12 months and must end at the end of the month.
10	No prior language existed to deny a move based on the new Security Deposit Loan program.	HACC will deny a family permission to make an elective move if they have outstanding balances on any Security Deposit Loan. The Security Deposit Loan must be paid in full and the Tenant must provide proof from Community Lending Works (CLW).	
11	<u>HACC Policy</u> At the annual reexamination, the PHA will ask whether the tenant, or any member of the tenant's household, is subject to a lifetime sex offender registration requirement in any state. The PHA will use the Dru Sjodin National Sex Offender database to verify the information provided by the tenant.	<u>HACC Policy</u> At this time, HACC is asking head of household members to identify if any member of the household has been convicted of a crime in the last 12 months as part of the Annual recertification packet. Family members age 15 and older must sign a Criminal Background release at Annual.	Due to several unreported changes to household composition due to incarceration, HACC is tightening this check on convictions during the year.
19	Old FSS Action Plan had not been updated since 2004 and was not in compliance with grant.	Adopted NanMcKay FSS Action Plan all 68 pages and incorporating into the Administrative Plan as its own Chapter per the grant requirements.	Family Self Sufficiency Program rules and HACC policies for audit and procedural accuracy.

Attachment A-1

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

April 2019



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**FSS Action Plan
TABLE OF CONTENTS**

CHAPTER 1

THE FAMILY SELF-SUFFICIENCY PROGRAM AND THE FSS ACTION PLAN

PART I: THE FAMILY SELF-SUFFICIENCY (FSS) PROGRAM AND FSS ACTION PLAN.....	1-1
1-I.A. OVERVIEW OF THE FAMILY SELF-SUFFICIENCY PROGRAM	1-1
1-I.B. APPLICABLE REGULATIONS	1-2
1-I.C. THE FAMILY SELF-SUFFICIENCY ACTION PLAN	1-2
PART II. REQUIREMENTS OF THE FSS ACTION PLAN.....	1-3
1-II.A. OVERVIEW	1-3
1-II.B. HUD APPROACH TO POLICY DEVELOPMENT.....	1-3
1-II.C. FSS ACTION PLAN DEVELOPMENT AND REVISION.....	1-4
Development of Action Plan [24 CFR 984.201(b) and (c)].....	1-4
Single Action Plan [24 CFR 984.201(f)]	1-4
Revision to the FSS Action Plan [24 CFR 984.201(c)(2)]	1-4
1-II.D. CONTENTS OF THE PLAN [24CFR 984.201(d)].....	1-5
1-II.E. FAMILY DEMOGRAPHICS [24 CFR 984.201(d)(1)].....	1-7

**CHAPTER 2
PURPOSE, SCOPE, AND APPLICABILITY OF THE
FAMILY SELF-SUFFICIENCY PROGRAM**

PART I: PURPOSE AND BASIC REQUIREMENTS OF THE FSS PROGRAM.....	2-1
2-I.A. PURPOSE	2-2
2-I.B. PROGRAM OBJECTIVES [24 CFR 984.102].....	2-2
2-I.C. BASIC REQUIREMENTS OF THE FSS PROGRAM [24 CFR 984.104].....	2-2
PART II: SCOPE OF THE FSS PROGRAM.....	2-3
2-II.A. PHAS REQUIRED TO OPERATE AN FSS PROGRAM.....	2-3
Mandatory Minimum Program Size (MMPS) [24 CFR 984.105].....	2-3
2-II.B. ESTIMATE OF PARTICIPATING FAMILIES [24 CFR 984.201(d)(2)].....	2-6
2-II.C. ELIGIBLE FAMILIES FROM OTHER SELF-SUFFICIENCY PROGRAMS [24 CFR 984.201(d)(3)].....	2-6
2-II.D. ELIGIBILITY OF A COMBINED PROGRAM [24 CFR 984.201(e)].....	2-6
PART III: PROGRAM OPERATION.....	2-7
2-III.A. OVERVIEW	2-7
2-III.B. PROGRAM IMPLEMENTATION DEADLINE.....	2-7
Voluntary Program [24 CFR 984.301(a)(1)]	2-7
Mandatory Program [24 CFR 984.301(a)(2)].....	2-7
2-III.C. FULL ENROLLMENT AND DELIVERY OF SERVICE [24 CFR 984.301(a)(2)(ii)]	2-7
2-III.D. EXTENSION OF PROGRAM DEADLINES FOR GOOD CAUSE [24 CFR 984.301(a)(2)(iii)]	2-8
2-III.E. TIMETABLE FOR PROGRAM IMPLEMENTATION [24 CFR 984.201(d)(ii)].....	2-8
PART IV: DEFINITIONS	2-9
2-IV.A. DEFINITIONS [24 CFR 984.103].....	2-9

**CHAPTER 3
PROGRAM ADMINISTRATION**

PART I. STAFFING, FEES AND COSTS, AND ON-SITE FACILITIES 3-1

 3-I.A. OVERVIEW..... 3-2

 3-I.B. PROGRAM ADMINISTRATION STAFF AND CONTRACTORS
 [24 CFR 984.301(b)]..... 3-2

 3-I.C. ADMINISTRATIVE FEES AND COSTS 3-3

 Public Housing FSS Program 3-3

 Housing Choice Voucher FSS Program 3-3

 3-I.D. SUPPORTIVE SERVICES FEES AND COSTS 3-4

 Public Housing Supportive Services..... 3-4

 Housing Choice Voucher Supportive Services..... 3-4

 3-I.E. ON-SITE FACILITIES..... 3-4

PART II: PROGRAM COORDINATING COMMITTEE 3-5

 3-II.A. OVERVIEW 3-5

 3-II.B. PROGRAM COORDINATING COMMITTEE MEMBERSHIP 3-5

 Required PCC Membership [24 CFR 984.202(b)(1)]..... 3-5

 Recommended PCC Membership [24 CFR 984.202(b)(2)] 3-6

 3-II.C. ALTERNATIVE PCC COMMITTEE [24 CFR 984.202(c)] 3-6

**CHAPTER 4
SELECTING AND SERVING FSS FAMILIES**

PART I. INCENTIVES, OUTREACH, AND ASSURANCE OF NONINTERFERENCE..... 4-1

 4-I.A. OVERVIEW..... 4-2

 4-I.B. INCENTIVES FOR PARTICIPATION [24 CFR 984.201(d)(5)]..... 4-2

 4-I.C. OUTREACH EFFORTS [24 CFR 984.201(d)(6)(i)(ii)] 4-3

 4-I.D. ASSURANCE OF NONINTERFERENCE WITH THE RIGHTS OF
 NONPARTICIPATING FAMILIES [24 CFR 984.201(d)(10)]..... 4-4

PART II. FAMILY SELECTION..... 4-5

 4-II.A. OVERVIEW 4-5

 4-II.B. FSS SELECTION PREFERENCES 4-5

 4-II.C. SELECTION FACTORS 4-6

 Motivation Selection Factors [24 CFR 984.203(c)(1)]..... 4-6

 Other Selection Factors..... 4-7

PART III. ACTIVITIES AND SUPPORT SERVICES 4-8

 4-III.A. OVERVIEW 4-8

 4-III.B. METHOD OF IDENTIFYING FAMILY SUPPORT NEEDS [24 CFR
 984.201(d)(8)]..... 4-8

 4-III.C. FSS ACTIVITIES AND SUPPORT SERVICES DESCRIPTION [24 CFR
 984.201(d)(7)]..... 4-9

 4-III.D. CERTIFICATION OF COORDINATION [24 CFR 984.201(d)(12)]..... 4-12

**CHAPTER 5
CONTRACT OF PARTICIPATION**

PART I: OVERVIEW AND FAMILY OBLIGATIONS.....	5-1
5-I.A. OVERVIEW.....	5-1
5-I.B. CONTENTS OF THE CONTRACT OF PARTICIPATION	5-2
Individual Training and Services Plan.....	5-2
5-I.C. FAMILY OBLIGATIONS.....	5-3
Compliance with Lease Terms.....	5-3
Employment Obligation [24 CFR 984.303 (b)(4)]	5-4
5-I.D. CONSEQUENCES OF NONCOMPLIANCE WITH THE CONTRACT	5-5
PART II. CONTRACT SPECIFICATIONS	5-7
5-II.A. OVERVIEW	5-7
5-II.B. CONTRACT TERM [24 CFR 984.303(c)].....	5-7
Contract Extension [24 CFR 984.303(d)].....	5-7
5-II.C. MODIFICATION OF THE CONTRACT	5-8
5-II.D. COMPLETION OF THE CONTRACT	5-9
5-II.E. TRANSITIONAL SUPPORTIVE SERVICE ASSISTANCE.....	5-9
5-II.F. TERMINATION OF THE CONTRACT	5-10
5-II.G. OPTION TO WITHHOLD OR TERMINATE SUPPORTIVE SERVICE AND HOUSING ASSISTANCE [24 CFR 984.303(b)(5)(i)]	5-11
5-II.H. NULLIFICATION OF CONTRACT FOR UNAVAILABILITY OF SUPPORTIVE SERVICES [24 CFR 984.303(e)].....	5-11
5-II.I. GRIEVANCE PROCEDURES	5-12

**CHAPTER 6
ESCROW ACCOUNT**

PART I. THE ESCROW ACCOUNT 6-1

 6-I.A. OVERVIEW 6-1

 6-I.B. CALCULATING THE FSS CREDIT AMOUNT 6-2

 Determination of Family Rent and Total Tenant Payment 6-2

 Increases in FSS Family Income [24 CFR 984.304] 6-2

 Cessation of FSS Credit [24 CFR 984.305(b)(3)] 6-2

 6-I.C. DISBURSEMENT OF FSS ACCOUNT FUNDS 6-3

 Disbursement at Completion of Contract [24 CFR 984.305(c)(1)] 6-3

 Disbursement before Expiration of Contract Term 6-3

 Verification of Family Certification at Disbursement 6-4

 Succession to FSS Account [24 CFR 984.305(d)] 6-4

 6-I.D. USE OF FSS ACCOUNT FUNDS FOR HOMEOWNERSHIP 6-5

 6-I.E. FORFEITURE OF FSS ACCOUNT FUNDS 6-6

 Treatment of Forfeited FSS Account Funds 6-6

PART II. ESCROW FUND ACCOUNTING AND REPORTING 6-7

 6-II.A. OVERVIEW 6-7

 6-II.B. ACCOUNTING FOR FSS ACCOUNT FUNDS 6-7

 Proration of Investment Income [24 CFR 984.305(a)(2)(ii)] 6-7

 Reduction of Amounts Due by FSS Family [24 CFR 984.305(a)(2)(iii)] 6-7

 6-II.C. REPORTING ON THE FSS ACCOUNT 6-8

**CHAPTER 7
PORTABILITY IN HOUSING CHOICE VOUCHER FSS PROGRAMS**

PART I: PORTABILITY IN THE FSS PROGRAM 7-1

 7-I.A. OVERVIEW 7-1

 7-I.B. DEFINITIONS 7-2

 7-I.C. RESIDENCY REQUIREMENTS 7-2

 7-I.D. CONTRACT OF PARTICIPATION 7-3

 Continued Participation in the FSS program of the Initial PHA 7-3

PART II: THE EFFECTS OF PORTABILITY ON FSS REGULATIONS AND POLICY 7-5

 7-II.A. OVERVIEW 7-5

 7-II.B. PORTABILITY AND THE ESCROW ACCOUNT [24 CFR 984.306(e)] 7-5

 7-II.C. PROGRAM TERMINATION, LOSS OF FSS ACCOUNT, AND
TERMINATION OF SECTION 8 ASSISTANCE 7-5

Chapter 1

THE FAMILY SELF-SUFFICIENCY PROGRAM AND THE FSS ACTION PLAN

INTRODUCTION

This chapter provides an overview of the family self-sufficiency (FSS) program and FSS action plan, including the purpose, organization, and required contents of the FSS action plan.

Part I: The Family Self-Sufficiency (FSS) Program and FSS Action Plan: This part provides an overview of the family self-sufficiency program and the purpose of the FSS action plan.

Part II: Requirements of the FSS Action Plan: This part covers action plan requirements, including development, revision, and contents of the action plan. It also contains information on family demographics, which is part of the required contents of the action plan.

PART I: THE FAMILY SELF-SUFFICIENCY (FSS) PROGRAM AND FSS ACTION PLAN

1-I.A. OVERVIEW OF THE FAMILY SELF-SUFFICIENCY PROGRAM

The origins of the FSS program are in two pilot projects implemented in 1986 and 1990, Project Self-Sufficiency and Operation Bootstrap, respectively. These projects were set up to test self-sufficiency programs for families with housing subsidies, and both demonstrated that families needed essential services in order to move toward economic self-sufficiency. These services include child care, transportation, medical care, and long-term education and training.

In the wake of the successful demonstration of these projects, family self-sufficiency became one of the initiatives under the Homeownership and Housing Opportunities for People Everywhere (HOPE) program enacted in 1990, and the FSS program was subsequently created under the National Affordable Housing Act the same year.

FSS built upon and refined both Project Self-Sufficiency and the bootstrap program. It remained a voluntary program in 1991 and 1992, but became mandatory in 1993 for any new increments of funding issued to PHAs. The 1993 regulations were further modified by the Quality Housing and Work Responsibility Act of 1998 (QHWRA).

The purpose of the FSS program is to coordinate housing assistance with public and private resources to enable assisted families to achieve economic self-sufficiency. The purpose and basic requirements of the FSS program are further elaborated upon in Chapter 2.

This family self-sufficiency program is administered by the **Housing Authority of Clackamas County** for the jurisdiction of **Clackamas County**.

1-I.B. APPLICABLE REGULATIONS

Applicable regulations for public housing and HCV FSS programs include:

- 24 CFR Part 5: General Program Requirements
- 24 CFR Part 8: Nondiscrimination
- 24 CFR Part 902: Public Housing Assessment System
- 24 CFR Part 903: Public Housing Agency Plans
- 24 CFR Part 945: Designated Housing
- 24 CFR Part 960: Public Housing Admission and Occupancy Policies
- 24 CFR Part 965: PHA-Owned or Leased Projects—General Provisions
- 24 CFR Part 966: Public Housing Lease and Grievance Procedures
- 24 CFR Part 982: Section 8 Tenant-Based Assistance: Housing Choice Voucher Program
- 24 CFR Part 984: Section 8 and Public Housing Family Self-Sufficiency Program

1-I.C. THE FAMILY SELF-SUFFICIENCY ACTION PLAN

The family self-sufficiency (FSS) action plan is required by HUD. The purpose of the FSS action plan is to establish policies for carrying out the family self-sufficiency program in a manner consistent with HUD requirements and local goals and objectives contained in the PHA's Agency Plan. This FSS action plan is a supporting document to the PHA Agency Plan, and is available for public review as required by 24 CFR Part 903.

This family self-sufficiency action plan is set forth to define the PHA's local policies for operation of the program in the context of federal laws and regulations. All issues related to FSS not addressed in this document are governed by such federal regulations, HUD handbooks and guidebooks, notices, and other applicable laws. The policies in this FSS action plan have been designed to ensure compliance with the consolidated ACC and all HUD-approved applications for program funding.

The PHA is responsible for complying with all changes in HUD regulations pertaining to the FSS program. If such changes conflict with this plan, HUD regulations will take precedence.

Administration of the FSS program and the functions and responsibilities of PHA staff shall be in compliance with the PHA's personnel policy and HUD's family self-sufficiency regulations, as well as all public housing and HCV regulations, in addition to federal, state, and local fair housing laws and regulations.

PART II. REQUIREMENTS OF THE FSS ACTION PLAN

1-II.A. OVERVIEW

A PHA must have a HUD-approved action plan before implementing an FSS program, regardless of whether the FSS program is a mandatory or voluntary program. Further, this action plan must comply with the requirements specified for the plan in the regulations [24 CFR 984.201(a)].

The regulatory requirements dealing specifically with the FSS action plan itself largely involve the development, revision, and required contents of the action plan. This part covers those requirements.

1-II.B. HUD APPROACH TO POLICY DEVELOPMENT

In developing policy for the FSS action plan, PHAs need to be aware of the distinction HUD makes between mandatory and discretionary policies.

- *Mandatory policies* are those driven by legislation, regulations, current handbooks, notices, and legal opinions.
- *Discretionary policies* consist of those developed for areas in which the PHA has regulatory discretion, or with regard to optional, nonbinding guidance including guidebooks, notices that have expired, and recommendations from individual HUD staff.

HUD expects PHAs to develop policies and procedures that are consistent with mandatory regulations and to make clear the optional policies the PHA has adopted. The PHA's FSS action plan is the foundation of those policies and procedures for the FSS program. HUD's directions require PHAs to make policy choices that provide guidance to staff and consistency to program applicants and participants.

Following HUD guidance, even though it is not mandatory, provides a PHA with a "safe harbor." HUD has already determined that the recommendations and suggestions it makes are consistent with mandatory policies. If a PHA adopts an alternative strategy, it must make its own determination that the alternative approach is consistent with legislation, regulations, and other mandatory requirements. There may be very good reasons for adopting a policy or procedure that is different than HUD's safe harbor, but PHAs should carefully consider those decisions.

1-II.C. FSS ACTION PLAN DEVELOPMENT AND REVISION

Development of Action Plan [24 CFR 984.201(b) and (c)]

When developing an FSS action plan, a PHA must do so in consultation with the chief executive officer of the applicable unit of general local government and the program coordinating committee (PCC).

In addition, a PHA that is establishing its FSS program must submit an action plan to HUD for approval within 90 days after the PHA receives notice from HUD of approval of the PHA's application for funding that establishes the obligation to operate an FSS program. This deadline is required unless the dates are extended by HUD for good cause.

For voluntary FSS programs, the PHA must submit its action plan and obtain HUD approval of the plan before it can implement the FSS program. This includes a voluntary program established because the PHA chose to implement an FSS program that exceeds the minimum size for a mandatory program (see Section 2-II.A. for a discussion of mandatory versus voluntary FSS programs).

Single Action Plan [24 CFR 984.201(f)]

PHAs implementing both a Section 8 FSS program and a public or Indian housing FSS program may submit one action plan. In cases where the PHA decides to submit one plan for more than one program, the policies contained in the action plan would apply to both programs.

PHA Policy

The PHA is implementing a Section 8 Housing Choice Voucher FSS program only and will submit one action plan.

Revision to the FSS Action Plan [24 CFR 984.201(c)(2)]

Following HUD's initial approval of the action plan, no further approval of the action plan is required unless the PHA proposes to make policy changes to the action plan or increase the size of a voluntary program, or to revise the FSS action plan as needed to comply with changes in HUD regulations. The PHA must submit any changes to the action plan to HUD for approval.

PHA Policy

The PHA will review and update the action plan at least once a year, and more often if needed, to reflect changes in regulations, PHA operations, or when needed to ensure staff consistency in operation.

1-II.D. CONTENTS OF THE PLAN [24CFR 984.201(d)]

HUD regulations state that there are several components that must be included in the FSS action plan. At a minimum, the action plan must cover the policies and procedures of the PHA for operation of a local FSS program as follows:

- Family demographics, including a description of the number, size, characteristics, and other demographics such as racial and ethnic data, in addition to the supportive service needs of the families expected to participate in the program. (Chapter 1)
- Estimate of participating families, which means the number of families which can reasonably be expected to receive supportive services under the FSS program. (Chapter 2)
- Eligible families from any other local self-sufficiency program who are expected to agree to executing an FSS contract of participation. (Chapter 2)
- A statement of the PHA's FSS family selection procedures, including a description of how the procedures ensure that families are selected without regard to race, color, religion, disability, sex, familial status, or national origin. (Chapter 4)
- A description of the incentives that the PHA intends to offer to families to encourage participation in the FSS program (an incentives plan), including the establishment of the escrow account. (Chapter 4)
- Outreach efforts, which include a description of the PHA's efforts to recruit eligible families, the actions the PHA will take to ensure that both minority and nonminority groups are informed about the FSS program, and how the PHA will make this information known. (Chapter 4)
- A description of the FSS activities and supportive services to be provided by both public and private resources to FSS families, and identification of these public and private resources. (Chapter 4)
- A description of the PHA's method for identifying family support needs, including how the PHA will identify the needs and deliver the services. (Chapter 4)
- A description of the PHA's policies regarding program termination or withholding of services on the basis of a family's failure to comply with the FSS contract, and available grievance procedures. (Chapter 5)
- Assurances of noninterference with rights of non-participating families which state that a family's election to not participate in the FSS program will not affect the family's admission to the public housing or HCV program, nor will it affect their right to occupancy in accordance with its lease. (Chapter 4)

- Timetable for program implementation, including the schedule for filling FSS slots with eligible families. (Chapter 2)
- Certification of coordination, which is a certification that the development of services and activities under the FSS program has been coordinated with the Workforce Investment Act (formerly JTPA), Workforce Investment Board and One Stop Centers (formerly JOBS program), and any other relevant employment, child care, transportation, training, and education programs in the applicable area, and that implementation will continue to be coordinated, in order to avoid duplication of services and activities. (Chapter 4)
- Optional additional information, which involves such other information that would help HUD determine the soundness of the PHA's proposed FSS program. (All Chapters)

1-II.E. FAMILY DEMOGRAPHICS [24 CFR 984.201(d)(1)]

As part of the required contents of the FSS action plan, family demographics of the housing choice voucher and public housing program participants serve to provide a description of the number, size, characteristics, and other descriptive data (including racial and ethnic data of those participants). These data may later be used to help the housing authority and the program coordinating committee (PCC) to identify supportive service needs of the families expected to participate in the FSS program.

Housing Choice Voucher/ Public Housing	Total Families	Percent of Total
All Families	1566	
Single	708	45%
Female HOH	1218	78%
Male HOH	348	22%
Race		
White	1415	90%
Black/African American	102	7%
American Indian/Alaska Native	51	3%
Asian	20	1%
Native Hawaiian/Other Pacific Islander	11	1%
Ethnicity		
Hispanic or Latino	115	7%
Not Hispanic or Latino	1451	93%
Income		
Extremely Low-Income	1264	81%
Very Low-Income	224	14%
Low-Income	70	4%
HOH Income from Wages	370	24%
Other Member Income from Wages	134	9%
HOH Income from TANF	176	11%
Other Member Income from TANF	9	1%
HOH Income from SSI	465	30%
Other Member Income from SSI	84	5%
Number of Children		
0	991	63%
1-2	406	26%
3-4	143	9%
5 or more	26	2%

Total Number of Family Members		
1-2	1101	70%
3-4	336	21%
5 or more	129	8%
Persons with Disabilities		
HOH Person w/ Disabilities (HUD)	829	53%
Family Members w/ Disabilities	140	9%

Chapter 2

PURPOSE, SCOPE, AND APPLICABILITY OF THE FAMILY SELF-SUFFICIENCY PROGRAM

INTRODUCTION

This chapter contains information about the FSS program's purpose, size, and measurable objectives as well as information on program operation. This includes potential participant demographics, the program timetable, the number of families to be served, and the size of the PHA's voluntary FSS program. This chapter also contains definitions of the key terms in this FSS action plan.

Part I: The Purpose and Basic Requirements of the FSS program: This part includes a description of the purpose of the FSS program on a national level—its intent, goal, and major strategies.

Part II: The Scope of the FSS program: This part contains information about the size of the PHA's FSS program, an estimate of participating families, eligible families from other self-sufficiency programs, and eligibility for combined FSS programs.

Part III: Program Operation: This part specifies the requirements for FSS program operation, including the deadlines for program start-up and when the PHA is expected to have attained full enrollment.

Part IV: The Definitions of Terms Used in the PHA's FSS program: This section contains both HUD and PHA definitions for terms used in this policy document.

PART I: PURPOSE AND BASIC REQUIREMENTS OF THE FSS PROGRAM

2-I.A. PURPOSE

The purpose of the family self-sufficiency (FSS) program is to promote the development of local strategies to coordinate the use of public housing assistance and housing assistance under the housing choice voucher program with public and private resources enabling families eligible to receive assistance under these programs to achieve economic independence and self-sufficiency [984.101(a)(1)].

In addition to this broader national goal of the FSS program, the PHA also establishes a local goal consistent with the PHA's mission statement to serve as a guide for establishing policy and implementing the FSS program.

PHA Policy

The PHA's local goal in operating this FSS program is to match housing-assisted families with a broad range of highly collaborative existing community services to assist FSS families in achieving economic self-sufficiency. *Economic self-sufficiency* is defined as having the sustainable skills necessary to maintain employment paying a "living wage." This wage would pay for the family's basic needs without the use of government subsidies.

2-I.B. PROGRAM OBJECTIVES [24 CFR 984.102]

In order to reach the FSS national program goal, HUD has defined its FSS program objective as to reduce the dependency of low-income families on welfare assistance and on Section 8, public, or any federal, state, or local rent or homeownership subsidies. Under the FSS program, low-income families are provided opportunities for education, job training, counseling, and other forms of social service assistance while living in assisted housing so that they may obtain the education, employment, and business and social skills necessary to achieve self-sufficiency. As with the goals of the program, FSS program objectives are defined on the national level through FSS regulation, and on the local level by PHA policy.

PHA Policy

On the local level, the PHA will achieve the national program objective by offering low-income families a broad range of services through partnering with the program coordinating committee (PCC). These services will provide long-term education, job training, counseling, and other forms of social service assistance so that families may achieve economic self-sufficiency, as defined in Section 2-I.A. of this document.

2-I.C. BASIC REQUIREMENTS OF THE FSS PROGRAM [24 CFR 984.104]

An FSS program established under 24 CFR Part 984 must operate in conformity with the regulations and this FSS action plan (as required in 24 CFR 984.201), provide comprehensive supportive services (as defined in 24 CFR 984.103), and operate in compliance with nondiscrimination and equal opportunity requirements.

PART II: SCOPE OF THE FSS PROGRAM

2-II.A. PHAS REQUIRED TO OPERATE AN FSS PROGRAM

Each PHA that received funding for public housing units under the FY 1991 and FY 1992 FSS incentive award competitions must operate a public housing FSS program. Each PHA that received funding for Section 8 rental certificates or vouchers under the combined FY 1991/1992 FSS incentive award competition also must operate a Section 8 FSS program.

In addition, unless the PHA receives an exemption under 24 CFR 984.105, each PHA for which HUD reserved funding (budget authority) for additional rental certificates or vouchers in FY 1993 through October 20, 1998, must operate a Section 8 FSS program. Each PHA for which HUD reserved funding (budget authority) to acquire or construct additional public housing units in FY 1993 through October 20, 1998, must operate a public housing FSS program as well.

Mandatory Minimum Program Size (MMPS) [24 CFR 984.105]

PHAs that must operate an FSS program under 24 CFR 984.101 are subject to a minimum program size requirement.

In public housing, a PHA's FSS program minimum program size is determined by adding the total number of public housing units reserved in FY 1991 and FY 1992 under the FSS incentive award competitions to the number of public housing units reserved in FY 1993 through October 20, 1998, and subtracting the number of families that have graduated from the PHA's public housing FSS program on or after October 21, 1998, by fulfilling their FSS contract of participation obligations.

In the housing choice voucher program, a PHA's FSS program minimum program size is determined by adding the number of HCV program units reserved under the combined FY 1991/1992 FSS incentive award competition to the number of additional rental voucher units reserved in FY 1993 through October 20, 1998, (not including the renewal of funding for units previously reserved) then subtracting the units that are excluded from minimum program size and subtracting the number of families who have graduated from the PHA's Section 8 FSS program on or after October 21, 1998, by fulfilling their contract of participation obligations.

Further, when determining the Section 8 FSS program size for funding reserved in FY 1993 through October 20, 1998, the PHA must exclude funding for families affected by termination, expiration, or owner opt-out under Section 8 project-based programs; funding for families affected by demolition or disposition of a public housing project or replacement of a public housing project; funding for families affected by conversion of assistance from the Section 23 leased housing or housing assistance payments programs to the housing choice voucher program; funding for families affected by the sale of a HUD-owned project; and funding for families affected by the prepayment of a mortgage or voluntary termination of mortgage insurance.

PHA Minimum Program Size

The PHA has already met its FSS MMPS.

Maintaining Mandatory Minimum Program Size

Although the discretion to do so ultimately rests with the PHA, mandatory minimum program size can decrease as FSS participants graduate. Per the regulation, for each family that graduates from the program by fulfilling its FSS contract of participation on or after October 21, 1998, the mandatory minimum program size for a PHA's public housing or housing choice voucher FSS program is reduced by one slot. However, If an FSS slot is vacated by a family that has not completed its FSS contract of participation obligations, the slot must be filled by a replacement family which has been selected in accordance with the FSS family selection procedures [24 CFR 984.105(b)(3)].

Option to Operate Larger FSS Program

A PHA may choose to operate an FSS program of a larger size than the minimum required by HUD [24 CFR 984.105(a)(3)].

PHA Policy

The PHA has no mandatory minimum program size and operates a voluntary FSS program of **75** families.

Exception to Program Operation [24 CFR 984.105(c)]

The requirement to establish and carry out a public housing or a housing choice voucher FSS program may be waived with approval from HUD. In order to waive the requirement, the PHA must provide a certification to HUD that the establishment and operation of an FSS program is not feasible because of a lack of accessible supportive services funding, including lack of the availability of programs under JTPA or JOBS; a lack of funding for reasonable administrative costs; a lack of cooperation by other units of state or local government; or a lack of interest in participating in the FSS program on the part of eligible families.

An exception will not be granted if HUD determines that local circumstances do not preclude the PHA from effectively operating an FSS program that is smaller than the minimum program size.

Reduction in Program Size

Rather than a full exception to program operation, a PHA may also be permitted to operate a public housing or a housing choice voucher FSS program that is smaller than the minimum program size. As with the full exception, HUD may grant the PHA such a partial exception if the PHA provides to HUD a certification that the operation of an FSS program of the minimum program size is not feasible because of a decrease in or lack of accessible supportive services [24 CFR 984.105(d)].

Expiration of Exception

The approval for a full or partial exception to the FSS minimum program size requirement expires three years from the date of HUD approval of the exception. If a PHA seeks to continue an exception after its expiration, the PHA must submit a new request and a new certification to HUD for consideration [24 CFR 984.105(e)].

2-II.B. ESTIMATE OF PARTICIPATING FAMILIES [24 CFR 984.201(d)(2)]

The PHA must state the number of eligible FSS families who can reasonably be expected to receive supportive services under the FSS program based on available and anticipated federal, tribal, state, local, and private resources

Estimate of Eligible Families

50-75 eligible FSS families can reasonably be expected to receive supportive services under the FSS program, based on available and anticipated federal, tribal, state, local, and private resources.

2-II.C. ELIGIBLE FAMILIES FROM OTHER SELF-SUFFICIENCY PROGRAMS [24 CFR 984.201(d)(3)]

If applicable, the PHA must enter the number of families, by program type, who are participating in any other local housing self-sufficiency program who are expected to agree to execute an FSS contract of participation.

PHA Policy

The PHA does not operate other self-sufficiency programs and therefore no additional families from other programs are expected to execute an FSS contract of participation.

2-II.D. ELIGIBILITY OF A COMBINED PROGRAM [24 CFR 984.201(e)]

A PHA that wishes to operate a joint FSS program with other PHAs may combine its resources with one or more PHAs to deliver supportive services under a joint action plan that will provide for the establishment and operation of a combined FSS program that meets the requirements of this part.

PHA Policy

The PHA will not combine its resources with any other PHA to deliver support services, have a joint action plan, or establish or operate a combined FSS Program.

PART III: PROGRAM OPERATION

2-III.A. OVERVIEW

Federal regulations specify requirements for FSS program operation regarding deadlines for program start-up and when the PHA is expected to have attained full enrollment. A timetable illustrating when the PHA intends to meet these deadlines is included as part of the required contents of the action plan.

2-III.B. PROGRAM IMPLEMENTATION DEADLINE

The deadlines for program implementation differ depending on whether the FSS program is voluntary or mandatory.

Voluntary Program [24 CFR 984.301(a)(1)]

There is no deadline for implementation of a voluntary program. However, a voluntary program may not be implemented before the requirements specified in 24 CFR 984.201 have been satisfied (see Sections 1-II.A.–1-II.D.).

Mandatory Program [24 CFR 984.301(a)(2)]

For mandatory FSS programs, operation of a local FSS program must begin within 12 months of HUD's approval of funding that establishes the obligation to operate an FSS program. *Operation* means that activities such as outreach, participant selection, and enrollment have begun. Full delivery of the supportive services to be provided to the total number of families required to be served under the program need not occur within this 12 months, but must occur within two years (see Section 2-III.C.).

2-III.C. FULL ENROLLMENT AND DELIVERY OF SERVICE [24 CFR 984.301(a)(2)(ii)]

Unless the PHA is implementing a voluntary FSS program, the PHA must have completed enrollment of the total number of families required to be served under the program (based on the minimum program size), and must have begun delivery of the supportive services within two years from the date of notification of approval of the application for *new public housing units* for a public housing FSS program, *new rental certificates or rental vouchers* for a Section 8 FSS program, or HUD's approval of funding that establishes the obligation to operate an FSS program.

2-III.D. EXTENSION OF PROGRAM DEADLINES FOR GOOD CAUSE
[24 CFR 984.301(a)(2)(iii)]

HUD may extend the deadline for program implementation if the PHA requests an extension and HUD determines that despite best efforts on the part of the PHA, the development of new public housing units will not occur within the required deadlines, the commitment by public or private resources to deliver supportive services has been withdrawn, the delivery of such services has been delayed, or other local circumstances warrant an extension of the required deadlines.

2-III.E. TIMETABLE FOR PROGRAM IMPLEMENTATION [24 CFR 984.201(d)(ii)]

A timetable for implementation of the FSS program is part of the required contents of the FSS action plan. The timetable must comply with the requirements in 24 CFR 984.301 (see Section 2-III.B.–2-III.D.), including the schedule for filling FSS slots with eligible FSS families.

PHA Policy

The PHA implemented its FSS program and has met its former timetable deadlines.

PART IV: DEFINITIONS

2-IV.A. DEFINITIONS [24 CFR 984.103]

The terms *1937 Act*, *fair market rent*, *HUD*, *low-income family*, *public housing*, *public housing agency (PHA)*, *secretary*, and *Section 8*, as used in this document are defined in the 24 CFR Part 5.

The term *very low-income family* is defined in 24 CFR 813.102 and 24 CFR 913.102.

The terms used in this document have the following definitions as defined by 24 CFR 984.103 and this family self-sufficiency action plan.

Certification means a written assertion based on supporting evidence, provided by the FSS family or the PHA, which must be maintained by the PHA in the case of the family's certification, or by HUD in the case of the PHA's certification; made available for inspection by HUD, the PHA, and the public, as appropriate; and be deemed to be accurate, unless the secretary or the PHA determines otherwise after inspecting the evidence and providing due notice and opportunity for comment.

Chief executive officer (CEO) means the CEO of a unit of general local government who is the elected official or the legally designated official having primary responsibility for the conduct of that entity's governmental affairs.

Contract of participation (COP) means a contract in a form approved by HUD, entered into between a participating family and a PHA operating an FSS program that sets forth the terms and conditions governing participation in the FSS program. The contract of participation includes all individual training and services plans entered into between the PHA and all members of the family who will participate in the FSS program, and which plans are attached to the contract of participation as exhibits. For additional detail, see 24 CFR 984.303.

Earned income means income or earnings included in annual income from wages, tips, salaries, other employee compensation, and self-employment. Earned income does not include any pension or annuity, transfer payments, any cash or in-kind benefits, or funds deposited in or accrued interest on the FSS escrow account established by a PHA on behalf of a participating family.

Effective date of contract of participation means the first day of the month following the month in which the FSS family and the PHA entered into the contract of participation.

Eligible families for the public housing FSS program means current residents of public housing, and for the housing choice voucher FSS program, means current housing choice voucher program participants. Eligible families also include current residents of public housing and participants in the housing choice voucher program who are participants in other local self-sufficiency programs.

Enrollment means the date that the FSS family entered into the contract of participation with the PHA.

Family self-sufficiency program or FSS program means the program established by a PHA within its jurisdiction to promote self-sufficiency among participating families, including the provision of supportive services to these families, as authorized by section 23 of the 1937 Act.

FSS account means the FSS escrow account authorized by section 23 of the 1937 Act.

FSS credit means the amount credited by the PHA to the participating family's FSS account.

FSS family or participating family means a family that resides in public housing or receives assistance under the rental voucher programs that elects to participate in the FSS program and whose designated head of the family has signed the contract of participation.

FSS-related service program means any program, publicly or privately sponsored, that offers the kinds of supportive services described in the definition of *supportive services*.

FSS slots refer to the total number of public housing units or the total number of rental vouchers that comprise the minimum size of a PHA's respective public housing FSS program or HCV FSS program.

FY means federal fiscal year (starting with October 1, and ending September 30, and designated by the calendar year in which it ends).

Head of FSS family means the adult member of the FSS family who is the head of the household for purposes of determining income eligibility and rent.

Housing subsidies means assistance to meet the costs and expenses of temporary shelter, rental housing, or homeownership, including rent, mortgage, or utility payments.

Individual training and services plan (ITSP) means a written plan that is prepared for the head of the FSS family and each adult member of the FSS family who elects to participate in the FSS program, by the PHA in consultation with the family member, and which sets forth the supportive services to be provided to the family member, the activities to be completed by that family member, and the agreed upon completion dates for the services and activities. Each ITSP must be signed by the PHA and the participating family member, and is attached to and incorporated as part of the contract of participation. An ITSP must be prepared for the head of the FSS family.

JTPA means the Job Training Partnership Act (29 U.S.C. 1579(a)) now known as the Workforce Investment Act or WIA

Knowledgeable professional

PHA Policy

Knowledgeable professional means a person who is knowledgeable about the situation, competent to render a professional opinion, and is not in a position to gain, monetarily or otherwise, from the PHA FSS program decision in the area to which they are certifying.

Participating family is defined as *FSS family* in this section.

Program coordinating committee (PCC) means the committee described in 24 CFR 984.202.

Public housing means housing assisted under the 1937 Act, excluding housing assisted under Section 8 of the 1937 Act.

Self-sufficiency means that an FSS family is no longer receiving Section 8, public, or Indian housing assistance, or any federal, state, or local rent or homeownership subsidies or welfare assistance. Achievement of self-sufficiency, although an FSS program objective, is not a condition for receipt of the FSS account funds.

Supportive services mean those appropriate services that a PHA will make available or cause to be made available to an FSS family under a contract of participation. These may include child care of a type that provides sufficient hours of operation and serves an appropriate range of ages; transportation necessary to enable a participating family to receive available services or to commute to their places of employment; remedial education; education for completion of secondary or post-secondary schooling; job training, preparation, and counseling; job development and placement; and follow-up assistance after job placement and completion of the contract of participation; substance/alcohol abuse treatment and counseling; training in homemaking and parenting skills; household management; money management; counseling regarding homeownership or opportunities available for affordable rental and homeownership in the private housing market (including information on an individual's rights under the Fair Housing Act) and money management; and any other services and resources, including case management and reasonable accommodations for individuals with disabilities, that the PHA may determine to be appropriate in assisting FSS families to achieve economic independence and self-sufficiency.

Unit size or *size of unit* refers to the number of bedrooms in a dwelling unit.

Welfare assistance means (for purposes of the FSS program only) income assistance from federal or state welfare programs and includes only cash maintenance payments designed to meet a family's ongoing basic needs. Welfare assistance does not include nonrecurrent, short-term benefits that are designed to deal with a specific crisis situation or episode of need, or are not intended to meet recurrent or ongoing needs and will not extend beyond four months; work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training); supportive services such as child care and transportation provided to families who are employed; refundable earned income tax credits; contributions to, and distributions from, individual development accounts under TANF; services such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement and other employment-related services that do not provide basic income support; transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Social Security Act, to an individual who is not otherwise receiving assistance; amounts solely directed to meeting housing expenses; amounts for health care; food stamps and emergency rental and utilities assistance; and SSI, SSDI, or social security.

Chapter 3

PROGRAM ADMINISTRATION

INTRODUCTION

This chapter discusses administrative policies and practices as they are relevant to the activities covered in this plan. The policies and practices are discussed in two parts:

Part I: Staffing, Fees and Costs, and On-Site Facilities: This part describes identifying appropriate staff and contractors to operate the FSS program and provide the necessary direct services to FSS families. In addition, it describes how administrative fees, costs, and supportive services will be funded, and defines the use of on-site facilities.

Part II: The Program Coordinating Committee: This part covers the establishment of a program coordinating committee (PCC), which is a regulatory requirement for the FSS program. It describes required and recommended PCC membership, in addition to the option for an alternative committee.

PART I. STAFFING, FEES AND COSTS, AND ON-SITE FACILITIES

3-I.A. OVERVIEW

Several functions of program administration are crucial to running an FSS program. A PHA may need to employ a program coordinator, or decide to contract with another organization to administer the program. In addition to staffing issues, PHAs should understand how program funding and expenses work in order to keep the program running smoothly. Finally, PHAs need to sort out whether and how to make common areas or unoccupied units to provide supportive services.

3-I.B. PROGRAM ADMINISTRATION STAFF AND CONTRACTORS [24 CFR 984.301(b)]

PHAs have the choice between hiring their own staff and contracting with an outside organization to administer their FSS program. If the PHA should choose to employ its own staff, the staffing levels should be appropriate, and may include one or more FSS coordinators. If the PHA chooses to contract with an outside organization, the organization's staffing levels must likewise be appropriate to establish and administer the FSS program, and the organization's responsibilities would include managing the FSS account in accordance with federal regulations.

PHA Policy

The PHA will employ appropriate staff, including one or more FSS coordinators or program coordinators to administer its FSS program.

3-I.C. ADMINISTRATIVE FEES AND COSTS

In the past, the ways in which administrative fees and costs were funded were different for public housing and housing choice voucher FSS programs, and the use of such funding was restricted to the applicable program. In the Consolidated Appropriations Act of 2014, however, funding streams for the PH FSS and HCV FSS programs were combined, and all FSS funding is now awarded through one NOFA. Use of this funding is no longer restricted to the applicable program—funding now may be used to serve both PH and HCV FSS participants.

Funding will be awarded through a Grant Agreement and disbursed through HUD's Line of Credit Control System (LOCCS), similar to previous PH FSS awards; instead of an amendment to the PHA's Annual Contributions Contract (ACC), which was previously used for HCV awards.

PH FSS and HCV FSS funds awarded in prior years are still restricted to the applicable program, Rental Assistance Demonstration (RAD) programs excepted. Funding differences regarding previous years' funding is specified below.

Public Housing FSS Program

For public housing FSS programs, the performance funding system (PFS), provided under section 9(a) of the 1937 Act provides for the reasonable and eligible administrative costs that the PHA incurs in carrying out the program only when funds have been appropriated. However, a PHA may use other resources for this purpose [24 CFR 984.302(a)].

In other words, the PHA may fund reasonable and eligible administrative costs in the FSS program from the Operating Fund. However, these expenses will only be reimbursed in the operating subsidy when a current appropriations act allows it. In addition, the PHA may fund reasonable and eligible administrative costs from the Capital Fund. Administrative staffing costs may also be funded through HUD or other grant or foundation sources. This includes FSS Coordinator grants when available.

Housing Choice Voucher FSS Program

In the housing choice voucher program, administrative fees are paid to PHAs for HUD-approved costs associated with the operation of an FSS program. These administrative fees are established by Congress and subject to appropriations [24 CFR 984.302(b)].

In addition, administrative fees for HUD-approved costs not specifically related to the operation of the FSS program may be used to cover these costs associated with the administration of FSS [see Notice PIH 93-24 E-7 and E-8].

3-I.D. SUPPORTIVE SERVICES FEES AND COSTS

As with administrative fees and costs, funding for supportive services fees and costs are now combined under one funding stream. Supportive services fees and costs include childcare expenses, transportation funds, and the costs of training, work equipment, or GED classes, among others. As with administrative fees and costs, funding will be awarded through a Grant Agreement and disbursed through HUD's Line of Credit Control System (LOCCS), similar to previous PH FSS awards; instead of an amendment to the PHA's Annual Contributions Contract (ACC), which was previously used for HCV awards. Remember, however, that funds awarded in prior years are still restricted to the applicable program. Information for funds under previous years' awards follows.

Public Housing Supportive Services

In public housing, the PHA may fund reasonable and eligible FSS supportive service costs in the FSS program from either the Operating Fund or the Capital Fund. However, in the Operating Fund, the costs of FSS supportive services are only reimbursed through the operating subsidy when appropriations allow it.

In addition to the Operating Fund and Capital Fund, public housing supportive services can also be funded through HUD grants, other than FSS coordinator grants, when available.

Housing Choice Voucher Supportive Services

In the housing choice voucher program, the PHA may fund reasonable and eligible FSS supportive service costs in the FSS program from unrestricted net assets [see Notice PIH 93-24, E-3].

In addition, the PHA may seek additional funds from HUD through submitting grant applications, or seek grants from other sources when available.

3-I.E. ON-SITE FACILITIES

Each PHA may, subject to the approval of HUD, make available and utilize common areas or unoccupied dwelling units in public housing projects to provide supportive services under an FSS program. This includes using such areas for participants in a housing choice voucher FSS program.

PHA Policy

The PHA will make the Administration Building and any other conference areas located on Public Housing property available to provide supportive services under the Housing Authority of Clackamas County's FSS program.

PART II: PROGRAM COORDINATING COMMITTEE

3-II.A. OVERVIEW

As another integral part of FSS program administration, each participating PHA must establish a program coordinating committee (PCC) whose functions will be to assist the PHA in securing commitments of public and private resources for the operation of the FSS program within the PHA's jurisdiction, including assistance in developing the action plan and in implementing the program [24 CFR 984.202(a)].

The PCC must consist of certain members, which are dependent upon whether the PHA is operating a public housing or housing choice voucher program. In addition to these required members, the PCC may also include additional members recommended by regulation.

3-II.B. PROGRAM COORDINATING COMMITTEE MEMBERSHIP

Required PCC Membership [24 CFR 984.202(b)(1)]

For a public housing FSS program, the PCC members required consist of representatives of the PHA and public housing residents. The public housing resident representatives on the PCC will be solicited from one or more of the following groups:

- An area-wide or city-wide resident council
- If the PHA will be transferring FSS participants to vacant units in a specific public housing development, the resident council or resident management corporation of the public housing development where the public housing FSS program is to be carried out
- Any other public housing resident group that the PHA believes is interested in the FSS program and would contribute to the development and implementation of the FSS program

For a housing choice voucher FSS program, the PCC membership must consist of representatives of the PHA and participants of the HCV program or HUD's public or Indian housing programs.

PHA Policy

The PHA's representative to the program coordinating committee will be the FSS coordinator.

Recommended PCC Membership [24 CFR 984.202(b)(2)]

Membership on the PCC also may include representatives of the unit of general local government served by the PHA, local agencies (if any) responsible for carrying out employment training programs or programs funded under the Workforce Investment Act, and other organizations, such as other state, local, or tribal welfare and employment agencies, public and private education or training institutions, child care providers, nonprofit service providers, private business, and any other public and private service providers with resources to assist the FSS program.

PHA Policy

The PHA's FSS program coordinating committee membership will include leadership from the following organizations:

HACC

Department of Human Services

Clackamas Community College

Work Force/Work Source

3-II.C. ALTERNATIVE PCC COMMITTEE [24 CFR 984.202(c)]

It is also possible for the PHA, in consultation with the chief executive officer of the unit of general local government served by the PHA, to use an existing entity as the PCC, as long as the membership of the existing entity consists or will consist of the individuals required by regulation (See section 3-II.B. above).

PHA Policy

The PHA will utilize an existing entity, Workforce and Housing Collaborative as its program coordinating committee.

Chapter 4

SELECTING AND SERVING FSS FAMILIES

INTRODUCTION

FSS regulations require that the PHA include in its action plan a statement indicating how it will select families for participation in the FSS program. This includes outreach, waiting list management, and other selection procedures. When followed, the PHA's selection procedures ensure that families will be selected without regard to race, color, religion, sex, handicap, familial status, or national origin.

Once selected for participation in the FSS program, families are to be provided various activities and supportive services so that they may obtain the education, employment, and business and social skills necessary to achieve self-sufficiency. A description of such activities and supportive services is also a requirement of the FSS action plan.

This chapter contains three parts:

Part I: Incentives, Outreach, and Assurance of Noninterference: This part describes the incentives the PHA will offer and the outreach efforts the PHA will use in order to encourage participation and recruit eligible families for the FSS program. It also contains the required assurance of noninterference with the rights of nonparticipating families.

Part II: Family Selection: This part covers whether the PHA will use preferences for family selection and which preferences the PHA will employ if they choose to do so. In addition, this part describes the selection factors the PHA will use in screening families for participation in the FSS program.

Part III: Activities and Support Services: This part lists the activities and supportive services to be provided to families through both public and private resources, describes the method the PHA will use to identify family support needs, and covers the required certification of coordination.

PART I. INCENTIVES, OUTREACH, AND ASSURANCE OF NONINTERFERENCE

4-I.A. OVERVIEW

The FSS program offers incentives such as the FSS escrow account, case management, and other supportive services that not only encourage participation, but also help families achieve self-sufficiency. In addition to encouraging program participation through such incentives, PHAs also conduct outreach to recruit FSS participants from among eligible families. As part of this process, families need to know that their choice as to whether to participate in the FSS program will not affect their admission to the public housing or housing choice voucher programs, nor will it affect their right to occupancy. This part describes the PHA's policies regarding these issues, all of which are required aspects of the FSS action plan.

4-I.B. INCENTIVES FOR PARTICIPATION [24 984.201(d)(5)]

By regulation, the FSS action plan must include a PHA's incentives plan—a description of the incentives that the PHA intends to offer eligible families to encourage their participation in the FSS program. The incentives plan provides for the establishment of the FSS escrow account and any other incentives designed by the PHA

PHA Policy

The PHA will offer the following services to its FSS participants as incentives to participate in FSS:

Incentive	Provided By
FSS escrow account	HACC
Case management	FSS Coordinator
Information on and referrals to services	FSS Coordinator

4-I.C. OUTREACH EFFORTS [24 CFR 984.201(d)(6)(i)(ii)]

In addition to offering incentives for FSS participation, PHAs also conduct outreach in order to recruit more FSS participants from eligible families. The FSS action plan must include a description of these efforts to recruit FSS participants, including notification and outreach, the actions the PHA will take to assure that both minority and nonminority groups are informed about the FSS program, and how the PHA will make this information known.

PHA Policy

The PHA will notify eligible families about the FSS program using the following outreach locations, activities, methods, and languages, where appropriate. These points of contact and methods have been selected to ensure that both minority and nonminority groups are informed about the FSS program.

Location/Activity	Staff/Partner	Method	Language
Briefings/Orientations	PHA Staff Specialist	Flyer Presentation	English; interpreters provided if needed
Interims/Recertifications	PHA Staff Specialist	Flyer Posters Presentation Referral Form	English; methods can be translated if needed
Transfers/Portability	PHA Staff Specialist	Flyer Posters Presentation Referral Form	English; discussed during intake with interpreter if needed
Lobby	PHA Staff Receptionist	Flyer Posters Referral Form Video	English; methods can be translated if needed

4-I.D. ASSURANCE OF NONINTERFERENCE WITH THE RIGHTS OF NONPARTICIPATING FAMILIES [24 CFR 984.201(d)(10)]

A family's housing assistance or admission into assisted housing should never depend on whether they choose to participate in the FSS program, and PHAs need to make this known as part of the recruitment process. For this reason, the PHA's action plan must include an assurance that a family's decision to not participate in the FSS program will not affect the family's admission to the public housing or housing choice voucher programs, nor will it affect the family's right to occupancy in accordance with the lease.

PHA Policy

Participation in the FSS program is strictly voluntary. HCV program participants will be notified in all literature and media presentations related to the FSS program that should they decide not to participate in the FSS program it will not affect their HCV housing assistance. This material will also specify that the family will retain the right to occupancy according to their lease and family obligations contract.

PART II. FAMILY SELECTION

4-II.A. OVERVIEW

The FSS action plan is required to contain a statement indicating the procedures for selecting families for FSS program participation, including a description of how the PHA will do so without regard to race, color, religion, sex, handicap, familial status, or national origin. This part describes these procedures, taking into account whether the PHA will use preferences for family selection and which preferences the PHA will employ if they choose to do so, in addition to defining the factors the PHA will use in screening families for program participation.

4-II.B. FSS SELECTION PREFERENCES

As part of the process for selecting families for participation in the FSS program, the PHA may choose whether to employ the use of preferences. In particular, if the PHA so chooses, it has the option of giving a selection preference for up to 50 percent of its public housing FSS slots and 50 percent of its HCV program FSS slots, respectively, to eligible families who have one or more family members currently enrolled in an FSS-related service program or who are on the waiting list for such a program. Such a preference may be further limited to participants in and applicants for one or more specific eligible FSS-related service programs.

Should the PHA choose to adopt such a preference, it would need to include the following information in its action plan:

- The percentage of FSS slots, not to exceed 50 percent of the total number of FSS slots for each of its FSS programs, for which it will give a selection preference
- The FSS related service programs to which it will give a selection preference to the programs' participants and applicants
- The method of outreach to and selection of families with one or more members participating in the identified programs [24 CFR 984.203(a)]

A PHA may wish to adopt additional selection preferences as well [Notice PIH 93-24].

PHA Policy

The PHA will not adopt the use of preferences when selecting families for participation in the FSS program.

Even with up to 50 percent of the total number of FSS slots filled via selection preferences, and the possibility of other slots being filled by means of additional preferences, open slots will remain. Regardless of whether the PHA adopts selection preferences, those FSS slots for which the PHA chooses **not** to exercise the selection preference must be filled with eligible families in accordance with an objective selection system such as a lottery, the length of time living in subsidized housing, or the date the family expressed an interest in participating in the FSS program. This system must be described in the action plan [24 CFR 984.203(b)].

PHA Policy

A family must submit an application and self-assessment to apply for the FSS waitlist/program. The PHA will use the date the family submitted their FSS program application and self- assessment to add them to the FSS waitlist. Their name will be pulled from the waitlist to fill the FSS slots. However, if the family fails to attend an FSS intake three times, then they will be screened out of participating in the FSS program.

4-II.C. SELECTION FACTORS

Many factors contribute to whether a PHA may choose to select a family for participation in the FSS program. These selection factors can help the PHA screen families for admission, and ultimately contribute to the PHA's decision to either allow or deny a family's admission into the FSS program.

Motivation Selection Factors [24 CFR 984.203(c)(1)]

A PHA may screen families for interest and motivation to participate in the FSS program provided that the factors utilized by the PHA are those which solely measure the family's interest and motivation to participate in the FSS program. For this reason, PHAs must only apply motivational screening factors that are permissible under the regulations.

Permissible Motivation Selection Factors

Permitted motivational factors include requiring attendance at FSS orientation sessions or pre-selection interviews, and assigning certain tasks indicating the family's willingness to undertake the obligations that may be imposed by the FSS contract of participation. However, any tasks assigned should be readily accomplishable by the family based on the family members' educational level or disabilities, if any. Reasonable accommodations must be made for individuals with mobility, manual, sensory, speech impairments, mental, or developmental disabilities [24 CFR 984.203(c)(2)].

PHA Policy

The PHA will screen families for interest and motivation to participate in the FSS program by assigning a meeting or workshop which is the same type of meeting or workshop for each family. The PHA will only use the fact that the family attended as a screening factor, even if tasks or exercises are not completed in the meeting. In addition, requests for an accommodation for a disability will be considered for services or exempting the family from this screening factor.

Prohibited Motivation Selection Factors

Prohibited motivational screening factors include the family's educational level, educational or standardized motivational test results, previous job history or job performance, credit rating, marital status, number of children, or other factors, such as sensory or manual skills, and any factors which may result in discriminatory practices or treatment toward individuals with disabilities or minority or nonminority groups [24 CFR 984.203(C)(3)].

Other Selection Factors

In addition to motivational screening, the PHA may also wish to screen families for other factors.

PHA Debt Selection Factor

The PHA may deny FSS participation to a family if the family owes the PHA, or another PHA, money in connection with HCV or public housing assistance [Notice PIH 93-24, B-18].

PHA Policy

The PHA will deny FSS participation to a family if the family owes the PHA, or another PHA, money in connection with HCV or public housing assistance. Families that owe money to a PHA who have entered into a repayment agreement and are current on that repayment agreement will be denied FSS participation until debt is paid off.

Unavailable Support Services Selection Factor

If the PHA determines, after consulting with the family, that a missing service is essential to the family's needs, the PHA may skip that family (and other similar families) and offer the FSS slot to the next family for which there are available services [Notice PIH 93-24, B-8].

PHA Policy

The PHA will not skip a family (and other similar families) and offer the FSS slot to the next family when the PHA determines, after consulting with the family, that a missing service is key to the family's needs. However, the PHA will make it clear to the family that the service is unavailable, that the PHA cannot be obligated to provide referrals or supportive services in relation to that service and it cannot be included as part of their Contract of Participation.

A PHA may refuse to select a family for participation in the FSS program a second time if that family previously participated unsuccessfully (i.e., the family participated, did not meet its FSS obligations, and was terminated from the FSS program) [Notice PIH 93-24, B-14].

PHA Policy

The PHA will not select a family for participation in the FSS program a second time if that family previously participated and did not complete. As always, reasonable accommodation will be considered for an exception.

PART III. ACTIVITIES AND SUPPORT SERVICES

4-III.A. OVERVIEW

Once families are admitted to the FSS program, the PHA becomes responsible for making sure these families are adequately served. The purpose of the family self-sufficiency (FSS) program is to promote the development of local strategies to coordinate the use of public housing assistance and assistance under the housing choice voucher programs with public and private resources, to enable families eligible to receive assistance under these programs to achieve economic independence and self-sufficiency. As such, upon selection, families are matched with the appropriate activities and supportive services so that they may obtain the education, employment, and business and social skills necessary to achieve self-sufficiency. This is a vital element of the FSS program.

4-III.B. METHOD OF IDENTIFYING FAMILY SUPPORT NEEDS

[24 CFR 984.201(d)(8)]

Before a PHA can determine the services and activities it will provide to FSS families, it must identify the services and activities appropriate to each family. The action plan must contain a description of how the program will identify the needs of FSS families and deliver the services and activities according to these needs.

PHA Policy

Supportive services needs will be identified by completion of an informal needs assessment with the FSS coordinator or case manager before completion of the initial individual training and services plan and signing of the contract of participation. After enrollment in the PHA's FSS program, a formal needs assessment, including vocational counseling, educational counseling, and employment planning, is conducted by the following partners on the PCC:

HACC

GED

Community college

WorkForce/WorkSource

TANF

Non-profits

These results are used to modify the ITSP, if requested by the family.

4-III.C. FSS ACTIVITIES AND SUPPORT SERVICES DESCRIPTION
[24 CFR 984.201(d)(7)]

As part of the required contents of the action plan, PHAs must both describe the activities and supportive services to be provided by public and private resources to FSS families, and identify the public and private resources that are expected to provide the supportive services.

Of course, this task assumes that the PHA has first identified the needed activities and supportive services.

PHA Policy

The PHA’s FSS program, through its partners on the program coordinating committee, will provide the following activities and support services to FSS families:

Support Service General	Support Service Specific	Source/Partner
Assessment	Vocational Assessment Educational Assessment Vocational Planning Educational Planning Disability Assessment Disability Vocational Assessment/Planning Disability Educational Assessment/Planning Drug/Alcohol Assessment Drug/Alcohol Planning	HACC Community College GED WorkForce/WorkSource TANF Non-profits
Education	High School English as a Second Language GED Post-secondary College	HACC Community College GED WorkForce/WorkSource TANF Non-profits
Training	Skills Training Emerging Technologies Training Biomedical Training On-the-Job Training Functional Context Training	HACC Community College GED WorkForce/WorkSource TANF Non-profits

Support Service General	Support Service Specific	Source/Partner
Job Search Assistance	Resume Preparation Interviewing Skills Dress for Success Workplace Skills Job Development Job Placement	HACC Community College GED WorkForce/WorkSource TANF Non-profits
Transportation	Bus Train/Trolley	Metropolitan Transit
Health Care	Alcohol and Drug Prevention Alcohol and Drug Treatment	Clackamas County Social Services
Mentoring	Mentoring Match	HACC Community College GED WorkForce/WorkSource TANF Non-profits
Homeownership	Training Planning Debt Resolution	Clackamas County First time Homebuyers Classes sponsored through IDAs Non-profits
Individual Development Accounts	Match Savings Accounts Distribution of IDA Funds	HACC Non-profits Community-based Organizations
Child Care	Infant Care Toddler Care Preschool Care Afterschool Care Homework Assistance	Child Care Resource TANF Non-profits
Crisis Services	Crisis Assessment Crisis Intervention Crisis Management Crisis Resolution	Clackamas County Social Services A Safe Place
Child/Adult Protective Services	Needs Assessment Case Planning Information Referral Crisis Management	Clackamas County Social Services – Senior, Disabled Adult Abuse Hotline Child Abuse Hotline

Support Service General	Support Service Specific	Source/Partner
Legal Services	Representation Document Review Counsel or Advice	Legal Aid Clackamas County Housing Rights and Resources
Debt Resolution	Needs Assessment Case Planning Advocacy Negotiation	Applicable resources available for low-income families

4-III.D. CERTIFICATION OF COORDINATION [24 CFR 984.201(d)(12)]

The FSS action plan is required to contain a certification that the development of the activities and services under the FSS program has been coordinated with the JOBS program (now Welfare to Work under TANF), the programs provided under the JTPA (now Workforce Investment Act programs), and any other relevant employment, child care, transportation, training, and education programs in the applicable area. The implementation of the FSS program's activities and services must continue to be coordinated as such in order to avoid duplication of activities and services.

PHA Policy

The PHA certifies that its FSS program has developed its services and activities in coordination with Clackamas County's WorkSource which is governed by the Workforce Investment Act (formerly JTPA), and any other relevant employment, child care, transportation, training, and education programs in the applicable area. The implementation of these activities and services will continue to be coordinated in this manner in order to avoid duplication of activities and services.

Chapter 5

CONTRACT OF PARTICIPATION

INTRODUCTION

Each family that is selected to participate in an FSS program must enter into a contract of participation with the PHA. This contract, which is signed by the head of the FSS family, sets forth the principal terms and conditions governing participation in the FSS program, including the rights and responsibilities of the FSS family and of the PHA, the services to be provided to the head of the FSS family and each adult member of the family who elects to participate in the program, and the activities to be completed by them. The contract also incorporates the individual training and services plan [24 CFR 984.303].

This chapter contains two parts:

Part I: Overview and Family Obligations: This part provides an overview of the form and content of the contract of participation and describes what the contract requires of FSS families.

Part II: Contract Specifications: This part explains the specifications of the contract, including terms and conditions, contract modification, contract terminations, and grievance procedures.

PART I: OVERVIEW AND FAMILY OBLIGATIONS

5-I.A. OVERVIEW

The purpose of the FSS contract of participation is to set forth the principal terms and conditions governing participation in the FSS program, including the incorporation the individual training and services plan (ITSP) as part of the contract's required contents. The ITSP is meant to establish goals for an FSS family to meet along the family's way to completing the contract and becoming self-sufficient. In addition to the goals specified in the ITSP, the contract also lists the responsibilities of the family and the PHA. This part covers the ITSP as part of the required contents of the contract of participation, and the family's obligations under the contract.

5-I.B. CONTENTS OF THE CONTRACT OF PARTICIPATION

Individual Training and Services Plan

As part of the required contents of the FSS contract of participation (COP), the individual training and services plan (ITSP) establishes specific interim and final goals by which the PHA and the family measure the family's progress toward fulfilling its obligations under the contract of participation and becoming self-sufficient. Interim and final goals will differ depending on the family's individual needs. Further, regulations require the establishment of an interim goal regarding independence from welfare assistance.

Interim Goals

For each participating FSS family that receives welfare assistance, the PHA must establish as an interim goal that the family become independent from welfare assistance and remain independent from welfare assistance for at least one year before the expiration of the term of the contract of participation, including any extension thereof [24 CFR 984.303(b)(2)].

At its discretion, the PHA may also elect to suggest this as an interim goal in the ITSP regardless of whether a family is receiving welfare assistance at the time the COP is developed.

PHA Policy

If the family is not receiving welfare assistance at the time the contract of participation is being developed, the PHA will not suggest to each family participating in the FSS program that the family include an interim goal on its individual training and services plan for the family to become independent from welfare assistance and remain welfare-free for at least one year before the expiration of the term of the contract of participation.

Individual Training & Service Plans for Other than FSS Head

An individual training and services plan is only required for the head of the FSS family. This means that it is the PHA's decision, after consulting with the family, whether to create an ITSP and provide supportive services to other family members aged 18 or over if they want to participate in the FSS program and supportive services are available [Notice PIH 93-24, G-16].

PHA Policy

The PHA will permit additional family members to have an ITSP.

5-I.C. FAMILY OBLIGATIONS

Compliance with Lease Terms

One of the obligations of the FSS family according to the contract of participation is to comply with the terms and conditions of the public housing lease or housing choice voucher program assisted lease [24 CFR 984.303(b)(3)].

Inability to comply with the lease represents an inability to comply with the contract, therefore regulations regarding noncompliance with the FSS contract apply [see 24 CFR 984.303(b)(5)]. It is up to the PHA to determine the plan of action for FSS families found in noncompliance with the lease and how the PHA will precisely define the term *comply with the lease*.

PHA Policy

Comply with the lease means the FSS family has not been evicted for repeated or serious violations of the lease; or if they have been evicted for serious or repeated violations of the lease, the family has prevailed in either the grievance hearing or the informal hearing process.

The PHA's FSS program will terminate the FSS contract of participation for failure to comply with the terms of the lease.

Employment Obligation [24 CFR 984.303 (b)(4)]

Another obligation set forth by the contract of participation is for the head of the FSS family to *seek and maintain suitable employment* during the term of the contract and any extension. Although other members of the FSS family may seek and maintain employment during the term of the contract, it is only a requirement for the head of the FSS family.

The obligation for the head of the FSS family to *seek employment* is defined in the regulatory language as meaning that the head of the FSS family has applied for employment, attended job interviews, and has otherwise followed through on employment opportunities. However, this definition still leaves room for policy decisions on the part of the PHA because it does not define the level of activity involved in “seeking.”

There is no regulatory definition of *maintain employment*. For this reason, it is up to the PHA to define the term.

In addition, there is no minimum period of time that an FSS head of household needs to be employed in order to meet its contract of participation requirements [Notice PIH 93-24, G-9].

According to regulation, the PHA makes a determination of *suitable employment* based on the skills, education, and job training of the FSS head of household, and based on the available job opportunities within the jurisdiction served by the PHA [24 CFR 984.303(b)(4)(iii)]. This means that the PHA has the ultimate responsibility for making the decision regarding the suitability of employment. However, this decision must be made in conjunction with the head of the FSS family [Notice PIH 93-24, G-3].

PHA Policy

For purposes of the PHA’s FSS program, *seek employment* means the head of household has applied for employment, attended job interviews, and otherwise followed through on employment opportunities as outlined in the individual training and services plan of his or her contract of participation.

Maintain employment means that the FSS head of household will complete all of the obligations outlined in the individual training and services plan in his or her contract of participation (COP) and be employed on the last effective day of the COP; full-time employment is preferred if participant has no barriers to achieving full-time employment it will be required.

Suitable employment is employment that is outlined in the individual training and services plan of the contract of participation and is based on the skills, education, and job training of the head of household.

5-I.D. CONSEQUENCES OF NONCOMPLIANCE WITH THE CONTRACT

Consequences apply for families who do not meet the terms and conditions of the contract. The regulations require that the contract of participation specify that if the FSS family fails to comply, without good cause, with the terms and conditions of the contract (including compliance with the public housing lease or the HCV-assisted lease), the PHA may:

- Withhold supportive services
- Terminate the family's participation in the FSS program

Per the alternative requirements listed in the *Federal Register* notice dated December 29, 2014, PHAs are no longer permitted to terminate HCV assistance to a family due to the family's failure to meet its obligations under the contract of participation [FR Notice 12/29/14].

PHA Policy

The contract of participation (COP) will be terminated before the expiration of the contract term if the participant fails to meet, without “good cause,” their obligations as outlined in the COP. If the participant fails to meet its obligations outlined in the COP, the FSS coordinator, or their designee, will first meet with the family to reassess the need for supportive services or a change in the individual training and services plan (ITSP). Then, if a reassessment of supportive services or a change in the ITSP is not successful in bringing the family in compliance, the FSS coordinator will withhold supportive services for no more than 90 days until the participant meets their obligations outlined in the COP. Finally, if neither of these alternatives is successful, the FSS coordinator will terminate the COP for failure to complete the tasks, interim goals, or final goals of the ITSP in a timely manner, and thus failure to complete the obligations outlined in the COP.

The FSS coordinator will make an exception to the actions in terminating the COP if the participant can demonstrate “good cause” for the failure to meet its obligations as outlined in the COP.

For purposes of the PHA FSS program, *good cause* includes:

Family circumstances

Death in the family

Serious illness

Medical emergency

Mandatory court appearances

Involuntary loss of employment

Loss of head of household through death, incarceration, or removal from lease

Change in the ITSP improving progress toward economic self-sufficiency

Community circumstances

Significant reduction in workforce (over 20 percent reduction in employment field)

Significant interruption in service delivery (over 3 months interruption)

Provider noncompliance with regulation

Provider unable/unwilling to provide service

Provider offering inferior service

PART II. CONTRACT SPECIFICATIONS

5-II.A. OVERVIEW

In addition to making clear the family's obligations under the program, the contract of participation contains specific terms and conditions, including those governing contract modifications, terminations, and grievance procedures. This part describes those specifications and associated policy.

5-II.B. CONTRACT TERM [24 CFR 984.303(c)]

The contract term is five years. This means that the family has no more than five years from the effective date of the contract of participation (COP) to fulfill their obligations as specified in the contract. This five year term requirement will be specified in the COP.

Contract Extension [24 CFR 984.303(d)]

While the term set forth in the contract of participation is for five years, contract extensions are possible. According to regulation, PHAs will for "good cause" extend the term of the contract for a period not to exceed two years for any FSS family that requests an extension of the contract in writing. The family's written request for an extension must include a description of the need for the extension. *Good cause* means circumstances beyond the control of the FSS family, as determined by the PHA, such as a serious illness or involuntary loss of employment (further defined by PHA policy in Section 5-I.D.). Extension of the contract of participation will entitle the FSS family to continue to have amounts credited to the family's FSS account.

5-II.C. MODIFICATION OF THE CONTRACT

The contract of participation (COP) does have the ability to be modified, as long as the PHA and the FSS family mutually agree to modify it. This includes modifications in writing with respect to the individual training and services plans (ITSPs), the contract term (See Section 5-II.B. above), and designation of the head of the family [24 CFR 984.303(f)].

In addition, the PHA may also delete the line in the COP under “Corrective Actions to Meet Family Responsibilities” stating that if the family is participating in the HCV program, the PHA may terminate HCV assistance when allowed by HUD requirements. Mutual agreement is not needed for this modification [Notice PIH 95-5]. Termination of HCV assistance is covered in further detail in Section 5-II.G. The conditions under which the PHA will modify the contract are set forth in the policy below.

PHA Policy

In the PHA’s FSS program, the COP will be modified by mutual agreement between the PHA and the head of household:

When modifications to the ITSP improve the participant’s ability to complete their obligations in the COP or progress toward economic self- sufficiency

When the designated head of the FSS family ceases to reside with other family members in the assisted unit, and the remaining family members, after consultation with the public housing or HCV program representative, designate another family member to be the head of household and receive escrow funds

When a relocating family is entering the FSS program of a receiving PHA and the start date of the COP must be changed to reflect the date the new COP is signed with the receiving PHA

The PHA will also remove the line under “Corrective Actions to Meet Family Responsibilities” stating that if the family is participating in the HCV program, the PHA may terminate the assistance when allowed by HUD requirements.

5-II.D. COMPLETION OF THE CONTRACT

By regulation, the contract of participation is considered to be completed, and a family's participation in the FSS program is considered to be concluded when one of the following occurs [24 CFR 984.303(g)]:

- The FSS family has fulfilled all of its obligations under the contract of participation on or before the expiration of the contract term, including any extension thereof.
- 30 percent of the monthly adjusted income of the FSS family equals or exceeds the published existing housing fair market rent for the size of the unit for which the FSS family qualifies based on the PHA's occupancy standards. The contract of participation will be considered completed and the family's participation in the FSS program concluded on this basis even though the contract term, including any extension thereof, has not expired, and the family members who have individual training and services plans have not completed all the activities set forth in their plans.

Policies on verifying completion of the contract of participation can be found in Section 6-I.C. of this action plan.

5-II.E. TRANSITIONAL SUPPORTIVE SERVICE ASSISTANCE

Even after a family has completed the contract of participation, a PHA may continue to offer appropriate FSS supportive services to a former FSS family whose head of family is employed. If the family still resides in public housing, or HCV-assisted housing, these supportive services would be offered for becoming self-sufficient. If the family no longer resides in public housing, HCV-assisted housing, or other assisted housing, these supportive services would be offered for remaining self-sufficient [24 CFR 984.303(j)].

PHA Policy

The PHA will not continue to offer supportive services to a former FSS family who has completed its contract of participation, and whose head of family is employed.

5-II.F. TERMINATION OF THE CONTRACT

The contract of participation may be terminated before the expiration of the contract term and any extension of the contract by the following [24 CFR 984.303(h)]:

- Mutual consent of the parties
- Failure of the FSS family to meet its obligations under the contract of participation without good cause, including in an HCV FSS program the failure to comply with the contract requirements because the family has moved outside the jurisdiction of the PHA
- The family's withdrawal from the FSS program
- Such other act as is deemed inconsistent with the purpose of the FSS program
- Operation of law

PHA Policy

The COP will be terminated before the expiration of the contract term, and any extension thereof, for any of the following reasons:

Mutual consent of the parties

Failure of the FSS family to meet its obligations under the contract of participation without good cause

In an HCV FSS program, failure to comply with the contract requirements because the family has moved outside the jurisdiction of the PHA without continued assistance under portability

Family's withdrawal from the FSS program

Such other act as is deemed inconsistent with the purpose of the FSS program

Operation of law

If the FSS family faces termination due to failing to meet, without good cause, its obligations under the COP, the PHA will follow the relevant policy specified in Section 5-I.D. of this action plan.

Good cause for the purposes of the FSS program is also defined in Section 5-I.D.

In addition, the contract of participation is automatically terminated if the family's HCV assistance is terminated in accordance with HUD requirements [24 CFR 984.303(h)].

5-II.G. OPTION TO WITHHOLD OR TERMINATE SUPPORTIVE SERVICE AND HOUSING ASSISTANCE [24 CFR 984.303(b)(5)(i)]

As touched upon in Section 5-I.D. of this action plan, the PHA has the option to terminate or withhold supportive services and the FSS family's participation in the FSS program if the PHA determines that the FSS family has failed to comply without good cause with the requirements of the contract of participation.

Per the alternative requirements listed in the *Federal Register* notice dated December 29, 2014, however, PHAs are no longer permitted to terminate HCV assistance to a family due to the family's failure to meet its obligations under the contract of participation [FR Notice 12/29/14].

5-II.H. NULLIFICATION OF CONTRACT FOR UNAVAILABILITY OF SUPPORTIVE SERVICES [24 CFR 984.303(e)]

In addition to termination, the contract of participation can also be ended ahead of time as a result of integral supportive services being unavailable. This, however, should only occur as a last resort:

- If a social service agency fails to deliver the supportive services pledged under an FSS family member's individual training and services plan (ITSP), the PHA must make a good faith effort to obtain these services from another agency.
- If the PHA is unable to obtain the services from another agency, the PHA must reassess the family member's needs and determine whether other available services would achieve the same purpose.
- If other available services would not achieve the same purpose, the PHA shall determine whether the unavailable services are integral to the FSS family's advancement or progress toward self-sufficiency.
- If the unavailable services are not integral to the FSS family's advancement toward self-sufficiency, the PHA must revise the ITSP, delete these services, and modify the contract of participation to remove any obligation on the part of the FSS family to accept the unavailable services.
- If the unavailable services *are* determined to be integral to the FSS family's advancement toward self-sufficiency (which may be the case if the affected family member is the head of the FSS family), the PHA shall declare the contract of participation null and void.

Nullification of the contract of participation on the basis of unavailability of supportive services shall not be grounds for termination of HCV assistance.

5-II.I. GRIEVANCE PROCEDURES

When adverse action is taken by the PHA against a family, the PHA is required to provide a grievance hearing in the public housing program, or an informal hearing in the housing choice voucher program [24 CFR 966 subpart B, 24 CFR 982.554].

According to regulatory requirements, the FSS action plan must contain the grievance and hearing procedures available for FSS families against whom the PHA has taken adverse action with regards to FSS [24 CFR 984.201(d)(9)].

PHA Policy

The grievance and informal hearing procedures for the FSS program will be the same as the grievance and hearing procedures adopted for the housing choice voucher programs in the PHA's admissions and continued occupancy policy and administrative plan, respectively (See pages *16-8 thru 16-15*).

Adverse actions taken within the FSS program include:

- Denial of admission into the FSS program
- Denial of request for supportive services
- Denial of request to change the ITSP
- Denial of request to change the head of household
- Denial of request for interim disbursement of the escrow account
- Denial of request to complete the COP
- Denial of a request for extension to the FSS COP
- Denial of request for final distribution of the escrow account or any portion thereof
- Withholding of support services
- Termination of the FSS COP
- Withholding of HCV rental assistance, when the PHA operates an HCV FSS program
- Termination of HCV rental assistance, when the PHA operates an HCV FSS program
- Denial of transitional services

Chapter 6

ESCROW ACCOUNT

INTRODUCTION

The establishment of an escrow account is offered as a financial incentive to families for participation in the FSS program. Generally, under this incentive, the amount of an increase in family rent resulting from an increase in earned income is escrowed. That is, usually a family's rent or share of the rent goes up when the family experiences an increase in earned income. In the FSS program, this is still the case, but the part of the rent representing the increase is deposited into an account as an escrow credit. The funds from this escrow account then become available to FSS families upon successful completion of their contracts of participation.

This chapter explains how the FSS escrow account works, including calculating the amount of the escrow credit and disbursing the funds, and also covers the proper way for the PHA to manage and report on the account.

This chapter contains two parts:

Part I: The Escrow Account: This part provides an overview of how the escrow account works, including calculating the escrow credit and disbursing the funds upon completion of the contract of participation.

Part II: Escrow Fund Accounting and Reporting: This part describes the requirements for managing the escrow account, including both accounting and reporting requirements.

PART I. THE ESCROW ACCOUNT

6-I.A. OVERVIEW

As an integral incentive to the FSS program, it is very important to have clear-cut policy spelling out how the escrow account works. This includes policy regarding the calculation of the FSS credit amount, the disbursement of FSS account funds, the use of account funds for homeownership, and forfeiture of the FSS escrow account.

6-I.B. CALCULATING THE FSS CREDIT AMOUNT

For FSS families who are very low-income families, the FSS credit is the lesser of 30 percent of current monthly adjusted income less the family rent, or the current family rent less the family rent at the time of the effective date of the contract of participation. The family rent is obtained by disregarding any increases in earned income (as defined in 24 CFR 984.103) from the effective date of the contract of participation. For FSS families who are considered low-income families but not very low-income families, the FSS credit is calculated in the same manner but cannot exceed the amount computed for 50 percent of the median income [24 CFR 984.305(b)(1)].

FSS families who are not low-income families are not entitled to any FSS credit [24 CFR 984.305(b)(2)].

Determination of Family Rent and Total Tenant Payment

For purposes of determining the FSS credit, *family rent* for the public housing program is the total tenant payment as defined in 24 CFR Part 5, subpart F. For the HCV program, *family rent* is 30 percent of adjusted monthly income [24 CFR 984.305(b)(1)].

Total tenant payment for a family participating in the public housing FSS program is determined in accordance with the regulations set forth in 24 CFR Part 913.

Increases in FSS Family Income [24 CFR 984.304]

As described in the FSS credit calculations above, any increases in family earned income resulting in increases in family rent become deposited in the escrow account. For this reason, and because of the nature of the FSS account, any increase in the earned income of an FSS family during its participation in an FSS program may not be considered as income or a resource for purposes of eligibility of the FSS family for other benefits, or amount of benefits payable to the FSS family, under any other program administered by HUD, unless the income of the FSS family equals or exceeds 80 percent of the area median income (as determined by HUD, with adjustments for smaller and larger families).

Cessation of FSS Credit [24 CFR 984.305(b)(3)]

The PHA will not make any additional credits to the FSS family's FSS account when the family has completed the contract of participation, or when the contract of participation is terminated or otherwise nullified.

6-I.C. DISBURSEMENT OF FSS ACCOUNT FUNDS

Disbursement at Completion of Contract [24 CFR 984.305(c)(1)]

When the contract has been completed according to regulation, the amount in an FSS account in excess of any amount the FSS family owes to the PHA will be paid to the head of the FSS family. However, in order to receive the disbursement, the head of the FSS family must submit a certification (as defined in §984.103) to the PHA at the time of contract completion that, to the best of his or her knowledge and belief, no member of the FSS family is a recipient of welfare assistance.

Disbursement before Expiration of Contract Term

FSS account funds may also be disbursed before the end of the contract term. If the PHA determines that the FSS family has fulfilled its obligations under the contract of participation before the expiration of the contract term and the head of the FSS family submits a certification that, to the best of his or her knowledge, no member of the FSS family is a recipient of welfare assistance, the amount in the family's FSS account in excess of any amount the family owes to the PHA will be paid to the head of the FSS family [24 984.305(c)(2)(i)].

In addition, the PHA may at its sole option disburse FSS account funds before completion of the contract if the family needs a portion of the funds for purposes consistent with the contract of participation and the PHA determines that the FSS family has fulfilled certain interim goals established in the contract of participation. Such cases could include using the funds to assist the family in meeting expenses related to completion of higher education (e.g., college, graduate school) or job training, or to meet start-up expenses involved in creation of a small business [24 984.305(c)(2)(ii)].

PHA Policy

The PHA will disburse a portion of the FSS escrow account funds before completion of the COP when the family has met all its obligations under the COP to date, including the completion of all ITSP interim goals and tasks to date, and:

Requested funds are needed in order to complete an interim goal or task within the COP and are not ongoing expenses. The family can only be approved for one escrow disbursement during their time participating in the FSS program. The Housing Authority of Clackamas County is not required to approve an early disbursement and will have the discretion to determine the amount that is disbursed based on the need and escrow balance.

Verification of Family Certification at Disbursement

Interim disbursement may only occur after the family has completed certain interim goals and funds are needed in order to complete other interim goals. Final disbursement can only occur after the family has completed the contract of participation and all members are welfare-free as defined by regulation. Because of this, it follows that the PHA may require verification for the completion of interim goals or the contract of participation.

Before final disbursement of the FSS account funds to the family, the PHA may verify that the FSS family is no longer a recipient of welfare assistance by requesting copies of any documents which may indicate whether the family is receiving any welfare assistance, and by contacting welfare agencies [24 CFR 984.305(c)(3)].

HUD provides verification guidance in Notice PIH 2010-19. This guidance is mandatory for the public housing and housing choice voucher programs. The PHA's ACOP and/or Administrative Plan must contain verification policies following the hierarchy in this notice. The policies contained in the PHA's ACOP and Administrative Plan cover verification policies related to the FSS program in general. However, determining the need for interim disbursements may require more clarification as to what constitutes an acceptable third-party source.

PHA Policy

The PHA will require verification that the FSS family has completed certain interim goals, or has completed the contract of participation, and that the FSS family is no longer a recipient of welfare assistance, as relevant, before making interim and final disbursements.

The PHA will follow HUD's verification hierarchy set forth in Notice PIH 2010-19 to make these verifications. However, the PHA will use a *knowledgeable professional* as a third-party source to verify the need for interim disbursements.

Succession to FSS Account [24 CFR 984.305(d)]

FSS account funds should be disbursed to the head of the FSS family. However, if the head of the FSS family no longer resides with the other family members in the public housing or the HCV-assisted unit, the remaining members of the FSS family, after consultation with the PHA, have the right to designate another family member to receive the funds.

6-I.D. USE OF FSS ACCOUNT FUNDS FOR HOMEOWNERSHIP

According to regulation, a public housing FSS family may use its FSS account funds for the purchase of a home, including the purchase of a home under one of HUD's homeownership programs, or other federal, state, or local homeownership programs, unless the use is prohibited by the statute or regulations governing the particular homeownership program [24 CFR 984.305(e)].

Homeownership is just one option for use of the FSS account funds. PHAs may not restrict the use of escrow funds at contract completion [Notice PIH 93-24, C-13].

6-I.E. FORFEITURE OF FSS ACCOUNT FUNDS

Amounts in the FSS account will be forfeited when the contract of participation is terminated, or when the contract of participation is completed by the family (see Section 5-II.D. of this action plan) but the FSS family is receiving welfare assistance at the time of expiration of the term of the contract of participation, including any contract extension [24 CFR 984.305(f)(1)].

Treatment of Forfeited FSS Account Funds

Treatment of forfeited FSS account funds differ depending on the type of FSS program the PHA operates. For public housing FSS programs, FSS account funds forfeited by the FSS family will be credited to Other Income and will become part of Unrestricted Net Assets. Forfeited FSS account funds will be counted as other income in the determination of operating subsidy eligibility for the next budget year [24 CFR 984.305(f)(2)(i)].

In the housing choice voucher program, forfeited FSS account funds will be treated as program receipts for payment of program expenses under the PHA budget for the program, and will be used in accordance with HUD requirements governing the use of program receipts [24 CFR 984.305(f)(2)(i)].

PART II. ESCROW FUND ACCOUNTING AND REPORTING

6-II.A. OVERVIEW

Regulations set forth specific requirements involving the accounting and reporting for the FSS escrow account. This part describes those requirements and the PHA policy necessary for managing the account from the PHA perspective.

6-II.B. ACCOUNTING FOR FSS ACCOUNT FUNDS

When establishing FSS escrow accounts, the PHA must deposit the FSS account funds of all families participating in the PHA's FSS program into a single depository account for each (public housing or HCV) program. In addition, the funds held in this account must be invested in one or more of the HUD-approved investments [24 CFR 984.305].

The total of the combined FSS account funds will be supported in the PHA accounting records by a subsidiary ledger showing the balance applicable to each FSS family. During the term of the contract of participation, the PHA periodically, but not less than annually, credits the amount of the FSS credit (see Section 6-I.B.) to each family's FSS account [24 CFR 984.305(a)(2)(i)].

PHA Policy

The PHA will credit the amount of the FSS credit(s) to each family's account on a monthly basis.

Proration of Investment Income [24 CFR 984.305(a)(2)(ii)]

Because the FSS account funds are to be invested, the investment income for those funds in the FSS account will also need to be credited to each family's account. By regulation, these funds are to be prorated and credited to each family's FSS account based on the balance in each family's FSS account at the end of the period for which the investment income is credited.

PHA Policy

Each month the full amount of the investment income for funds in the housing choice voucher FSS account will be prorated and credited to each family's subsidiary line item. If a tenant is on a Payment Agreement, HACC will reduce the escrow by the Payment Agreement Balance until full balance is at zero.

Reduction of Amounts Due by FSS Family [24 CFR 984.305(a)(2)(iii)]

If the FSS family has not paid the family contribution towards rent, or other amounts, if any, due under the public housing or HCV-assisted lease, the balance in the family's FSS account shall be reduced by that amount (as reported by the owner to the PHA in the HCV FSS program) before prorating the interest income. If the FSS family has fraudulently underreported income, the amount credited to the FSS account will be based on the income amounts originally reported by the FSS family.

6-II.C. REPORTING ON THE FSS ACCOUNT

Each PHA is required to make a report, at least once annually, to each FSS family on the status of the family's FSS account.

At a minimum, the report must include [24 CFR 984.305(a)(3)]:

- The balance at the beginning of the reporting period
- The amount of the family's rent payment that was credited to the FSS account, during the reporting period
- Any deductions made from the account for amounts due the PHA before interest is distributed
- The amount of interest earned on the account during the year
- The total in the account at the end of the reporting period

PHA Policy

The PHA will provide FSS participants an annual statement on the status of their FSS escrow account.

Chapter 7

PORTABILITY IN HOUSING CHOICE VOUCHER FSS PROGRAMS

INTRODUCTION

PHAs operating HCV FSS programs must be familiar with the rules and regulations regarding portability under the housing choice voucher program. As with the case of portability in the HCV program in general, the FSS family may move outside the initial PHA jurisdiction under portability procedures after the first 12 months of the FSS contract of participation [24 CFR 984.306].

In the event that an FSS family chooses to exercise portability, certain special requirements regarding the FSS program would apply. This chapter describes the obligations of the initial PHA, the receiving PHA, and the FSS family under portability, in addition to any special stipulations regarding portability in the FSS context.

This chapter contains two parts:

Part I: Portability in the FSS Program: This part provides a general overview of portability in the FSS program, including the residency requirements for FSS portability and management of the contract of participation when a family moves into or from another PHA's jurisdiction.

Part II: The Effects of Portability on FSS Regulations and Policy: This part describes the specific ways in which portability affects different aspects of the FSS program, including the escrow account, program termination, loss of the FSS account, and termination of HCV program assistance.

PART I: PORTABILITY IN THE FSS PROGRAM

7-I.A. OVERVIEW

Portability is a statutory feature of the housing choice voucher program—it is included in the law. As such, PHAs operating an HCV FSS program need to understand the effects that portability will have on HCV FSS families and program operation. This part provides a general overview of portability in the FSS program, including the residency requirements for FSS portability and management of the contract of participation when a family moves into or from another PHA's jurisdiction.

7-I.B. DEFINITIONS

For the purposes of portability with regards to the FSS program, the following definitions will be used [24 CFR 982.4, 24 CFR 984.306].

- *Initial PHA* means both:
 1. A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and
 2. A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.
- *Receiving PHA* means a PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA either absorbs the family into its program, including issuing a voucher and providing rental assistance to the family, or bills the initial PHA for the family's housing assistance payments and the fees for administering the family's voucher.
- *Relocating FSS Family* refers to an FSS family that moves from the jurisdiction of a PHA at least 12 months after signing its contract of participation.

7-I.C. RESIDENCY REQUIREMENTS

Families participating in an HCV FSS program are required to lease an assisted unit within the jurisdiction of the PHA that selected the family for the FSS program for a minimum period of 12 months after the effective date of the contract of participation. However, the initial PHA may approve a family's request to move outside its jurisdiction under portability during this period [24 CFR 984.306(b)(1)].

PHA Policy

The PHA will not approve a family's request to move outside its jurisdiction under portability during the first 12 months after the effective date of the contract of participation if needed for training, education, employment, support services, or to meet personal family needs.

After the first 12 months of the FSS contract of participation, the FSS family may move outside the initial PHA jurisdiction under portability procedures regardless of PHA approval [24 CFR 984.306(b)(2)].

7-I.D. CONTRACT OF PARTICIPATION

Once a family moves outside the initial PHA's jurisdiction, a determination will need to be made regarding whether the family will continue to participate in the initial PHA's FSS program or whether it will participate in the FSS program of the receiving PHA.

Continued Participation in the FSS program of the Initial PHA

A relocating FSS family may continue in the FSS program of the initial PHA if the family demonstrates to the satisfaction of the initial PHA that, notwithstanding the move, the relocating FSS family will be able to fulfill its responsibilities under the initial or modified contract of participation at its new place of residence. For example, this could mean that the FSS family may be able to commute to the supportive services specified in the contract of participation, or the family may move to obtain employment as specified in the contract [24 CFR 984.306(c)].

PHA Policy

HACC will not approve a relocating family's request to continue in its FSS program if the family moves outside of Clackamas County.

If the family has built an escrow balance and "ports" to a Housing Authority without an FSS program, the family will lose their escrow balance.

If the family "ports" to another Housing Authority with an FSS Program, but the housing program is full and they cannot absorb the family, the family will lose their escrow balance.

If the family "ports" to another Housing Authority with an FSS program and are absorbed, but are not absorbed into their FSS program, the family will lose their escrow balance.

If the family "ports" to another Housing Authority with an FSS program and are absorbed and enroll in the receiving Housing Authority FSS program, HACC will forward the escrow balance to the receiving Housing Authority to administer.

Participation in the FSS Program of the Receiving PHA

When a family moves into the jurisdiction of another PHA, the relocating FSS family may participate in the FSS program of the receiving PHA if the receiving PHA allows the family to do so. However, a PHA is not obligated to enroll a relocating FSS family in its FSS program [24 CFR 984.306(d)(1)].

PHA Policy

The PHA, as the receiving housing authority, will allow a relocating FSS family to participate in its FSS program so long as an open FSS slot exists.

In cases where the receiving PHA allows the relocating FSS family to participate in its FSS program, the receiving PHA will enter into a new contract of participation with the FSS family for the term remaining on the contract with the initial PHA. The initial PHA will then terminate its contract of participation with the family [24 CFR 984.306(d)(2)].

PART II: THE EFFECTS OF PORTABILITY ON FSS REGULATIONS AND POLICY

7-II.A. OVERVIEW

The regulations set forth under the FSS program will sometimes be affected by the regulations of the public housing and housing choice voucher programs. Portability, as an integral part of the housing choice voucher program, is an excellent example of how HCV regulations can in turn affect FSS program operation. This part describes the specific ways in which portability affects different aspects of the FSS program, including the escrow account, program termination, and loss of the FSS account.

7-II.B. PORTABILITY AND THE ESCROW ACCOUNT [24 CFR 984.306(e)]

The escrow account is one aspect of the FSS program that could present an issue if a participant family decides to move under portability because the family's account is administered by the initial PHA. Regardless of whether the relocating FSS family remains in the FSS program of the initial PHA or is enrolled in the FSS program of the receiving PHA, FSS regulations specify that there will be a single FSS account to be maintained by the initial PHA so long as the initial PHA is ultimately paying the housing assistance payment. However, when an FSS family is absorbed by the receiving PHA, the initial PHA transfers the family's FSS account to the receiving PHA, and the receiving PHA begins administering the account.

7-II.C. PROGRAM TERMINATION, LOSS OF FSS ACCOUNT, AND TERMINATION OF SECTION 8 ASSISTANCE

Another point of consideration for PHAs is noncompliance with the contract of participation when the FSS participant family moves outside of the PHA's jurisdiction. In such cases, noncompliance with the contract is treated the same under portability as it is if the noncompliance occurred in the initial PHA's jurisdiction. According to the regulatory language, if an FSS family that relocates to another jurisdiction is unable to fulfill its obligations under the contract of participation (or any modifications to the contract), the PHA administering the contract may terminate the FSS family from the FSS program and the family's FSS account will be forfeited [24 CFR 984.306(f)(1)]. PHAs are no longer permitted to terminate a family's HCV program assistance if the family fails to meet its obligations under the contract of participation [FR Notice 12/29/14].

PHA policy regarding the consequences of noncompliance with the FSS contract of participation can be found in Section 5-I.D. of this action plan. *Good cause* is likewise defined in this section.

In the event of forfeiture of the family's FSS account, the funds in the family's FSS account will revert to the PHA maintaining the FSS escrow account for the family [24 CFR 984.306(f)(2)].

ATTACHMENT B

Summary of Proposed Admissions and Continued Occupancy Plan Policy Changes Effective July 2019

New Policy	Explanation of Proposed New Policy Language	Chapter
<p>3-III.D. SCREENING</p> <p>Changes made: Current Policy Bold=Removed</p> <p>Updated Policy Bold = Added, updated or formatted</p>	<p>Our current policy does not state how long ago the criminal offence needed to have happened for Applicant to be denied. We're updating our policy to state this information.</p> <p>Current Policy: Screening for Eligibility HACC is authorized to obtain criminal conviction records from law enforcement agencies to screen applicants for admission to the public housing program. This authority assists HACC in complying with HUD requirements and HACC policies to deny assistance to applicants who are engaging in or have engaged in certain criminal activities. In order to obtain access to the records HACC must require every applicant family to submit a consent form signed by each adult household member [24 CFR 5.903].</p> <p>HACC may not pass along to the applicant the costs of a criminal records check [24 CFR 960.204(d)].</p> <p><u>HACC Policy</u> HACC will perform a criminal background check and eviction record check on all applicant family members 15 years of age and older. The HACC will utilize local law enforcement and private screening companies to obtain these records.</p> <p>HACC will require proof of photo identification, such as a driver's license, school identification, etc. Other means of identification and requests to allow additional time to provide photo identification will be considered.</p> <p>Family members 15 years of age and older must pass the Housing Authority's criminal history evaluation process. If the results of the criminal background check indicate there may have past criminal activity, but the results are inconclusive, HACC will request a fingerprint card and will request information from the National Crime Information Center (NCIC).</p> <p>HACC is required to perform criminal background checks necessary to determine whether any household member is subject to a lifetime registration requirement under a state sex offender program in the state where the housing is located, as well as in any other state where a household member is known to have resided [24 CFR 960.204(a)(4)].</p> <p>Updated Policy: Screening for Eligibility HACC is authorized to obtain criminal conviction records from law enforcement agencies to screen applicants for admission to the public housing program. This authority assists HACC in complying with HUD requirements and HACC policies to deny assistance to applicants who are engaging in or have engaged in certain criminal activities. In order to obtain access to the records HACC must require every applicant family to submit a consent form signed by each adult household member [24 CFR 5.903].</p>	<p align="center">3</p>

	<p>HACC may not pass along to the applicant the costs of a criminal records check [24 CFR 960.204(d)].</p> <p><u>HACC Policy</u> HACC will perform a criminal background check and eviction record check on all applicant family members 15 years of age and older. The HACC will utilize local law enforcement and private screening companies to obtain these records.</p> <p>HACC will require proof of photo identification, such as a driver’s license, school identification, etc. Other means of identification and requests to allow additional time to provide photo identification will be considered.</p> <p>Family members 15 years of age and older must pass the Housing Authority’s criminal history evaluation process. If the results of the criminal background check indicate there may have past criminal activity, but the results are inconclusive, HACC will request a fingerprint card and will request information from the National Crime Information Center (NCIC).</p> <p>HACC is required to perform criminal background checks necessary to determine whether any household member is subject to a lifetime registration requirement under a state sex offender program in the state where the housing is located, as well as in any other state where a household member is known to have resided [24 CFR 960.204(a)(4)].</p> <p>Applicants’ criminal background history for the most recent 5 years will be scored based on severity of convictions. Scoring will be 1-4 with 4 being the highest level of risk crimes. Applicants who have combined score 3 and under will be approved. Applicants with a score 4 - 9 can be approved by a manager taking into consideration factors discussed in Section 3-III.E. Applicants with a score greater than 9 are denied.</p>	
<p>3-I.J. GUESTS [24 CFR 5.100]</p> <p>Changes made: Current Policy Bold= Removed</p> <p>Updated Policy Bold = Added, updated or formatted</p>	<p>Current Policy <i>A guest</i> is as a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.</p> <p>The lease must provide that the tenant has the right to exclusive use and occupancy of the leased unit by the members of the household authorized to reside in the unit in accordance with the lease, including reasonable accommodation of their guests [24 CFR 966.4(d)]. The head of household is responsible for the conduct of visitors and guests, inside the unit as well as anywhere on or near HACC premises [24 CFR 966.4(f)].</p> <p><u>HACC Policy</u> A resident family must notify HACC when overnight guests will be staying in the unit for more than 3 days. A guest can remain in the unit no longer than 14 consecutive days or a total of 30 cumulative calendar days during any 12 month period.</p> <p>A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure expected to last no more than 20 consecutive days). Verification of the tenant’s medical or other need for a</p>	<p>3</p>

temporary overnight guest must be independently verified by a licensed professional. An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return. A temporary overnight guest should meet the HACC's criminal background eligibility criteria.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the public housing unit more than 50 percent of the time, are not subject to the time limitations of guests as described above.

A family must request written consent from HACC to allow a foster child or live-in aide to reside in the unit.

Former residents who have been evicted are not permitted as overnight guests.

Guests who represent the public housing unit address as their residence address or address or address of record for receipt of benefits or any other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered to be unauthorized occupants, and their presence constitutes violation of the lease.

Updated Policy:

A *guest* is as a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

The lease must provide that the tenant has the right to exclusive use and occupancy of the leased unit by the members of the household authorized to reside in the unit in accordance with the lease, including reasonable accommodation of their guests [24 CFR 966.4(d)]. The head of household is responsible for the conduct of visitors and guests, inside the unit as well as anywhere on or near HACC premises [24 CFR 966.4(f)].

HACC Policy

Tenants shall not allow guests or visitors to stay in the dwelling unit for more than seven consecutive days, or a total of twenty-one days in any twelve-month period without the prior written consent of HACC.

A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure expected to last no more than 20 consecutive days). Verification of the tenant's medical or other need for a temporary overnight guest must be independently verified by a licensed professional. An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return. A temporary overnight guest should meet the HACC's criminal background eligibility criteria.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the public housing unit more than 50 percent of the time, are not subject to the time limitations of guests as described above.

A family must request written consent from HACC to allow a foster child or live-in aide to reside in the unit.

Former residents who have been evicted are not permitted as overnight guests.

Guests who represent the public housing unit address as their residence address or address or address of record for receipt of benefits or any other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit

	<p>beyond the allowable time limit will be considered to be unauthorized occupants, and their presence constitutes violation of the lease.</p> <p>If a guest stays 22 days or more per year the Tenant is required to report and/or seek to add the guest to the household properly. Failure to report can result in termination.</p>	
<p>7-II.D. FAMILY RELATIONSHIPS Verification of Move-outs</p> <p>Changes made: Current Policy Bold= Removed</p> <p>Updated Policy Bold = Added, updated or formatted</p>	<p>Current Policy Absence of Adult Member <u>HACC Policy</u> If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., documentation of another address at which the person resides such as a lease or utility bill).</p> <p>New Policy Absence of Adult Member <u>HACC Policy</u> If an adult member of the household is reported to be permanently absent or will no longer live in the subsidized unit, the Head of the Household must provide evidence to support that the person is no longer a member of the family (e.g., verification documentation can be a copy of a new lease, a utility bill with the new residence address, or a rent receipt in the person’s name).</p>	<p>7</p>
<p>Homeless Preference</p> <p>Changes made: Current Policy Bold= Removed</p> <p>Updated Policy Bold = Added, updated or formatted</p>	<p>Current Policy: <u>HACC Policy</u> HACC will administer a separate waiting list for the Homeless Preference. The list will require an applicant to be homeless at the time of application. HACC will provide 5 public housing units per fiscal year (July 1st to June 30th) for the Homeless Preference. A homeless applicant is defined as one of the following: 1. Any family that is living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, emergency shelter); or 2. Any family that is living in a public or private place not meant for human habitation. 3. Any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual’s or family’s primary nighttime residence.</p> <p>PLACEMENT ON THE WAITING LIST HACC will accept each qualified application for the preference received by Clackamas County Coordinated Housing Access (CHA) program, in which the preliminary assessment of the family’s eligibility was determined. Applicants whom qualify for the preference will be placed on the waiting list which will be maintained by HACC. The waiting list will always remain open for those applicants who qualify for the preference. No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list.</p>	<p>4</p>

**Updated Policy:
Homeless Preference**

HACC Policy

HACC will administer a separate waiting list for the Homeless Preference. The list will require an applicant to be homeless at the time of application. HACC will provide 5 public housing units per fiscal year (July 1st to June 30th) for the Homeless Preference. **HACC will only accept qualified applications for the Homeless Preference received by Clackamas County Coordinated Housing Access (CHA) program, in which the preliminary assessment of the family's eligibility was determined. HACC will then use the ACOP Eligibility screening criteria to determine if the referred family qualify for the Public Housing program.**

HACC will provide a maximum of 5 dedicated Public Housing Units per fiscal year (FY) (July 1st to June 30th) for families eligible for referrals from a HACC identified transitional housing or Rapid Rehousing (RRH) program for homeless families within Clackamas County that offer one-on-one case management for not less than 1 year following the family's exit from the referring program, have preferably had some type of RentWell or equivalent training, and must pass HACC screening criteria.

These families will be served on a first come, first serve basis on date and time of placement on the preference wait list. Unused Preference slots do not carry over to the next fiscal year. To qualify, the family must be referred by a case manager of a qualified RRH program or Transitional Housing Program within Clackamas County and be able to verify homeless status at time of entering RRH or transitional housing and case manager must offer assistance with housing related issues for not less than one year. If it is determined by HACC that the resident demonstrates a need for an additional case management the CHA will cooperate with HACC in providing case management until the household is stabilized and meets HUD Public Housing Program Regulations.

A maximum of 25 referred Applicants whom qualify for the preference will be placed on the waiting list which will be maintained by HACC. The waiting list will always remain open for those applicants who qualify for the preference and are referred by the CHA program or any other Clackamas County program whom HACC has executed a Memorandum of Understanding to provide one-on-one case management. No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list.

A homeless applicant is defined as one of the following:

1. Any family that is living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, emergency shelter); or
2. Any family that is living in a public or private place not meant for human habitation.
3. Any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence.

**4-II.B.
ORGANIZATION
OF THE WAITING
LIST**

**Changes made:
Current Policy Bold=
Removed**

**Updated Policy Bold =
Added, updated or
formatted**

Current Policy:
HACC’s public housing waiting list must be organized in such a manner to allow HACC to accurately identify and select families in the proper order, according to the admissions policies described in this ACOP.

HACC Policy

The waiting list will contain the following information for each applicant listed:

Name and social security number of head of household

Unit size required (number of family members)

Amount and source of annual income

Accessibility requirement, if any

Date and time of application or application number

Household type (family, elderly, disabled)

Admission preference, if any

Race and ethnicity of the head of household

The specific site(s) selected (site-based waiting lists)

HACC may adopt one community-wide waiting list or site-based waiting lists. HACC must obtain approval from HUD through submission of its Annual Plan before it may offer site-based waiting lists. Site-based waiting lists allow families to select the development where they wish to reside and must be consistent with all applicable civil rights and fair housing laws and regulations [24 CFR 903.7(b)(2)].

HACC Policy

HACC will maintain

Site-based waiting lists. HACC maintains a site-based wait list system, with separate waiting lists by bedroom size for each of the following sites within HACC's public housing stock:

Hillside Park, Hillside Manor, Oregon City View Manor/Clackamas Heights , Oregon City/Beavercreek Scattered, Gladstone/Milwaukie Scattered, SW Portland/Wilsonville/Lake Oswego/West Linn Scattered, Estacada/Sandy Scattered, and Clackamas/SE Portland/Milwaukie (97222) Scattered.

HACC has no Public Housing Preferences for its site based waiting lists.

HACC has a Homeless preference referral only waitlist.

Wait list applicants will be pulled from each list in date and time order.

Current Public Housing residents requiring a transfer to another unit due to reasonable accommodation, or due to family composition change that exceeds or is below occupancy standards, will be placed before pulling applicants from the wait list. All other Transfer requests will be placed on the wait list in date order of requests for transfer provided that the wait list is open. Residents requesting a transfer must have lived in Public Housing for at least a year, be a tenant in good standing and have received Property Management approval to apply for a transfer position on a wait list.

Applications received after April 1, 2010, will allow applicants to choose not more than two Public Housing site based wait lists to be on. These applicants must accept the first list they come up on as they will be removed from all wait lists after the first offer.

Applications received before April 1, 2010 will be allowed to choose not more than two Public Housing site based wait lists to be on and will be allowed one offer from each wait list. Once offered a unit from a particular wait list, if the applicant refuses the offer, the applicant is removed from that wait list and cannot jump to other wait lists.

If an applicant comes to the top of a list and then accepts a unit from that list they will be removed from any other Public Housing list they selected.

Applicants can change between either of the two wait lists they are listed on and eligible for after applying, but cannot change wait lists once they are pulled from the wait list and are in the process of receiving an offer.

HUD requires that public housing applicants must be offered the opportunity to be placed on the waiting list for any tenant-based or project-based voucher or moderate rehabilitation program that HACC operates if 1) the other programs' waiting lists are open, and 2) the family is qualified for the other programs [24 CFR 982.205(a)(2)(i)].

HUD permits, but does not require, that HACC maintain a single merged waiting list for their public housing, Section 8, and other subsidized housing programs [24 CFR 982.205(a)(1)].

HACC Policy

HACC will not merge a public housing waiting list with the waiting list for any other program HACC operates.

Updated Policy:

HACC's public housing waiting list must be organized in such a manner to allow HACC to accurately identify and select families in the proper order, according to the admissions policies described in this ACOP.

HACC Policy

The waiting list will contain the following information for each applicant listed:

- **Name and social security number of head of household**
- **Unit size required (number of family members)**
- **Amount and source of annual income**
- **Accessibility requirement, if any**
- **Date and time of application or application number**
- **Household type (family, elderly, disabled)**
- **Admission preference, if any**
- **Race and ethnicity of the head of household**
- **The specific site(s) selected (site-based waiting lists)**

HACC may adopt one community-wide waiting list or site-based waiting lists. HACC must obtain approval from HUD through submission of its Annual Plan before it may offer site-based waiting lists. Site-based waiting lists allow families to select the development where they wish to reside and must be consistent with all applicable civil rights and fair housing laws and regulations [24 CFR 903.7(b)(2)].

HACC Policy

HACC will maintain Site-based waiting lists. HACC maintains a site-based wait list system, with separate waiting lists by bedroom size for each of the following sites within HACC's public housing stock:

Hillside Park, Hillside Manor, Oregon City View Manor/Clackamas Heights , Oregon City/Beavercreek Scattered, Gladstone/Milwaukie Scattered, SW Portland/Wilsonville/Lake Oswego/West Linn Scattered, Estacada/Sandy Scattered, and Clackamas/SE Portland/Milwaukie (97222) Scattered.

HACC has no Public Housing Preferences for its site based waiting lists.

HACC has a Homeless Preference referral only waitlist. **Clackamas Coordinated Housing Access (CHA) will provide the referral for the Homeless Preference waitlist.**

HACC will maintain a separate waiting list for Public Housing program preference applications. Preference wait list applicants will be pulled from list in date and time of application received order.

Wait list applicants will be pulled from each list in date and time order.

Current Public Housing residents requiring a transfer to another unit due to reasonable accommodation, or due to family composition change that exceeds or is below occupancy standards, will be placed before pulling applicants from the wait list. All other Transfer requests will be placed on the wait list in date order of requests for transfer provided that the wait list is open. Residents requesting a transfer must have lived in Public Housing for at least a year, be a tenant in good standing and have received Property Management approval to apply for a transfer position on a wait list.

Applications received after April 1, 2010, will allow applicants to choose not more than two Public Housing site based wait lists to be on. These applicants must accept the first list they come up on as they will be removed from all wait lists after the first offer.

Applications received before April 1, 2010 will be allowed to choose not more than two Public Housing site based wait lists to be on and will be allowed one offer from each wait list. Once offered a unit from a particular wait list, if the applicant refuses the offer, the applicant is removed from that wait list and cannot jump to other wait lists.

If an applicant comes to the top of a list and then accepts a unit from that list they will be removed from any other Public Housing list they selected.

Applicants can change between either of the two wait lists they are listed on and eligible for after applying, but cannot change wait lists once they are pulled from the wait list and are in the process of receiving an offer.

HUD requires that public housing applicants must be offered the opportunity to be placed on the waiting list for any tenant-based or project-based voucher or moderate rehabilitation program that HACC operates if 1) the other programs' waiting lists are open, and 2) the family is qualified for the other programs [24 CFR 982.205(a)(2)(i)].

	<p>HUD permits, but does not require, that HACC maintain a single merged waiting list for their public housing, Section 8, and other subsidized housing programs [24 CFR 982.205(a)(1)].</p> <p><u>HACC Policy</u> HACC will not merge a public housing waiting list with the waiting list for any other program HACC operates.</p>	
<p>5-I.B. DETERMINING UNIT SIZE</p> <p>Changes made: Current Policy Bold= Removed</p> <p>Updated Policy Bold = Added, updated or formatted</p>	<p>Current Policy 5-I.B. DETERMINING UNIT SIZE</p> <p>In selecting a family to occupy a particular unit, HACC may match characteristics of the family with the type of unit available, for example, number of bedrooms [24 CFR 960.206(c)].</p> <p>HUD does not specify the number of persons who may live in public housing units of various sizes. HACC is permitted to develop appropriate occupancy standards as long as the standards do not have the effect of discriminating against families with children [PH Occ GB, p. 62].</p> <p>Although HACC does determine the size of unit the family qualifies for under the occupancy standards, HACC does not determine who shares a bedroom/sleeping room.</p> <p>HACC’s occupancy standards for determining unit size must be applied in a manner consistent with fair housing requirements.</p> <p><u>HACC Policy</u> HACC will use the same occupancy standards for each of its developments.</p> <p>HACC’s occupancy standards are as follows:</p> <p>Each unit is intended for single family occupancy. HACC will assign one bedroom for each two persons within the household, except in the following circumstances:</p> <p>Persons of different generations will be required to share a bedroom, except: A single pregnant woman with no other household members and a single parent with one child and no other household members will be assigned a one-bedroom unit. Assuming no other changes in family composition, after the child reaches the age of 5 years, the family will be eligible for a transfer to a 2-bedroom unit. Otherwise, an unborn child will not be counted as a person in determining unit size.</p> <p>A separate bedroom will be allocated for a single head of household with children. The two per bedroom will be required thereafter regardless of gender or age of the remaining household members.</p> <p>Live-in aides will be allocated a separate bedroom. No additional bedrooms will be provided for the live-in aide’s family.</p> <p>Single person families will be allocated a zero or one bedroom.</p> <p>Children related to a household member by birth, adoption, or court awarded custody will be considered when determining unit size.</p>	<p>5</p>

Foster children will be considered when determining unit size. The family may add foster children to the household as long as it does not overcrowd the unit based on HACC occupancy standards.

Children away at school, but for whom the unit is considered the primary residence, and children temporarily placed outside the home, will be considered when determining unit size.

Children in the process of being adopted will be considered when determining unit size.

Children who will live in the unit less than 50 percent of the time will not be considered when determining unit size.

In addition to the above standards, the following guidelines apply when initially assigning a family to a unit:

(a) A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size;

(b) A child who is temporarily away from the home to attend school is considered a member of the family in determining the family unit size;

(c) A family consisting solely of a pregnant woman will be treated as a one person household;

HACC will reference the following standards in determining the appropriate unit bedroom size for a family:

BEDROOM SIZE	MINIMUM NUMBER OF PERSONS	MAXIMUM NUMBER OF PERSONS
0	1	1
1	1	2
2	3	4
3	4	6
4	6	8

HACC has no Public Housing units larger than four-bedroom units. Should the family size increase to the point where a five-bedroom unit is required, the family will be issued a Housing Choice Voucher, if available. If the term of the voucher expires and the family still has not moved, the Housing Authority will take steps to terminate the lease agreement, unless this is waived by the Executive Director. A waiver will only be considered in the most unique of circumstances.

In accordance with the lease, boarders or lodgers shall not be permitted to occupy a dwelling unit, nor shall they be permitted to move in with any family occupying a dwelling unit. Violation of this provision is ground for termination of the lease.

Resident will not be given permission to allow a former resident of HACC who has been evicted to join the household. Violation of this requirement is grounds for termination of the lease.

Family members age 18 or older, or emancipated minors who move from the dwelling unit to establish new households, shall be removed from the lease. The resident has the responsibility to immediately report the move-out to HACC.

This does not apply to those temporarily away at school, but intending to return to the household. These individuals may not be readmitted to the unit. However, they may apply as new applicant households for placement on the waiting list

(subject to applicable income limits, preferences, resident selection, and screening requirements). Medical hardship or other extenuating circumstances may be considered by HACC in making determinations under this paragraph.

Updated Policy

5-I.B. DETERMINING UNIT SIZE

In selecting a family to occupy a particular unit, HACC may match characteristics of the family with the type of unit available, for example, number of bedrooms [24 CFR 960.206(c)].

HUD does not specify the number of persons who may live in public housing units of various sizes. HACC is permitted to develop appropriate occupancy standards as long as the standards do not have the effect of discriminating against families with children [PH Occ GB, p. 62].

Although HACC does determine the size of unit the family qualifies for under the occupancy standards, HACC does not determine who shares a bedroom/sleeping room.

HACC's occupancy standards for determining unit size must be applied in a manner consistent with fair housing requirements.

HACC Policy

HACC will use the same occupancy standards for each of its developments.

HACC's occupancy standards are as follows:

Each unit is intended for single family occupancy.

HACC will assign one bedroom for each two persons within the household, except in the following circumstances:

- A family that consist of a pregnant woman (with no other persons) must be treated as a two-person family.
- A separate bedroom will be allocated for a single head of household with children. The two per bedroom will be required thereafter regardless of gender or age of the remaining household members.
- A couple with one child will be issued a two bedroom unit. The two per bedroom will be required thereafter regardless of gender or age of the remaining household members.
- Any Live-in aide (approved by HACC to reside in the unit) must be counted in determining the unit size but no other consideration of significant other to the live-in aide or children will be considered.
- Single person families will be allocated a zero or one bedroom.

- Children related to a household member by birth, adoption, or court awarded custody will be considered when determining unit size.

- Foster children will be considered when determining unit size. The family may add foster children to the household as long as it does not overcrowd the unit based on HACC occupancy standards.

- Children away at school, but for whom the unit is considered the primary residence, and children temporarily placed outside the home, will be considered when determining unit size.
- Children in the process of being adopted will be considered when determining unit size.
- Children who will live in the unit less than 50 percent of the time will not be considered when determining unit size.

In addition to the above standards, the following guidelines apply when initially assigning a family to a unit:

- (a) A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size;
- (b) A child who is temporarily away from the home to attend school is considered a member of the family in determining the family unit size;
- (c) A family consisting solely of a pregnant woman will be treated as a one person household;

HACC will reference the following standards in determining the appropriate unit bedroom size for a family:

BEDROOM SIZE	MINIMUM NUMBER OF PERSONS	MAXIMUM NUMBER OF PERSONS
0	1	1
1	1	3
2	2	5
3	4	7
4	6	9

HACC has no Public Housing units larger than four-bedroom units. Should the family size increase to the point where a five-bedroom unit is required, the family will be issued a Housing Choice Voucher, if available. If the term of the voucher expires and the family still has not moved, the Housing Authority will take steps to terminate the lease agreement, unless this is waived by the Executive Director. A waiver will only be considered in the most unique of circumstances.

In accordance with the lease, boarders or lodgers shall not be permitted to occupy a dwelling unit, nor shall they be permitted to move in with any family occupying a dwelling unit. Violation of this provision is ground for termination of the lease.

Resident will not be given permission to allow a former resident of HACC who has been evicted to join the household. Violation of this requirement is grounds for termination of the lease.

Family members age 18 or older, or emancipated minors who move from the dwelling unit to establish new households, shall be removed from the lease. The resident has the responsibility to immediately report the move-out to HACC. This does not apply to those temporarily away at school, but intending to return to the household. These individuals may not be readmitted to the unit. However, they may apply as new applicant households for placement on the waiting list (subject to applicable income limits, preferences, resident selection, and screening requirements). Medical hardship or other extenuating circumstances may be considered by HACC in making determinations under this paragraph.

<p>6-I.C. ANTICIPATING ANNUAL INCOME</p> <p>Changes made: Current Policy Bold=Removed</p> <p>Updated Policy Bold = Added, updated or formatted</p>	<p>Current Policy Basis of Annual Income Projection HACC generally will use current circumstances to determine anticipated income for the coming 12-month period. HUD authorizes HACC to use other than current circumstances to anticipate income when:</p> <ul style="list-style-type: none"> • An imminent change in circumstances is expected [HCV GB, p. 5-17] • It is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income) [24 CFR 5.609(d)] • The PHA believes that past income is the best available indicator of expected future income [24 CFR 5.609(d)] <p>HACC is required to use HUD’s Enterprise Income Verification system (EIV) in its entirety as a third party resource to verify employment and income information, and to reduce administrative subsidy errors in accordance with HUD administrative guidance [24 CFR 5.233(a)(2)]</p> <p>HUD allows HACC to use tenant-provided documents to project income once the EIV data has been received in such cases where the family does not dispute the EIV employer data and where HACC does not determine it is necessary to obtain additional third party data.</p> <p><u>HACC Policy</u> When EIV is obtained and the family does not dispute the EIV employer data, HACC will use current tenant-provided documents to project annual income. When the tenant provided documents are pay stubs, HACC will make every effort to obtain at least 4 consecutive pay stubs dated within the last 90 days.</p> <p>HACC will obtain written and/or oral third-party verification in accordance with the verification requirements and policy in Chapter 7 in the following cases:</p> <ul style="list-style-type: none"> • If EIV or other UIV data is not available, • If the family disputes the accuracy of the EIV employer data, and/or • If HACC determines additional information is needed. <p>In such cases, HACC will review and analyze current data to anticipate annual income. In all cases, the family file will be documented with a clear record of the reason for the decision, and a clear audit trail will be left as to how HACC annualized projected income.</p> <p>When HACC cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), HACC will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income.</p> <p>Anytime current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the file. In all such cases the family may present information and documentation to HACC to show why the historic pattern does not represent the family’s anticipated income.</p> <p>Updated Policy Basis of Annual Income Projection HACC generally will use current circumstances to determine anticipated income for the coming 12-month period. HUD authorizes HACC to use other than current circumstances to anticipate income when:</p>	<p>6</p>
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	<ul style="list-style-type: none"> • An imminent change in circumstances is expected [HCV GB, p. 5-17] • It is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income) [24 CFR 5.609(d)] • The PHA believes that past income is the best available indicator of expected future income [24 CFR 5.609(d)] <p>HACC is required to use HUD’s Enterprise Income Verification system (EIV) in its entirety as a third party resource to verify employment and income information, and to reduce administrative subsidy errors in accordance with HUD administrative guidance [24 CFR 5.233(a)(2)]</p> <p>HUD allows HACC to use tenant-provided documents to project income once the EIV data has been received in such cases where the family does not dispute the EIV employer data and where HACC does not determine it is necessary to obtain additional third party data.</p> <p><u>HACC Policy</u> When EIV is obtained and the family does not dispute the EIV employer data, HACC will use current tenant-provided documents to project annual income. When the tenant provided documents are pay stubs, HACC will make every effort to obtain at least 4 consecutive pay stubs dated within the last 90 days.</p> <p>HACC will obtain written and/or oral third-party verification in accordance with the verification requirements and policy in Chapter 7 in the following cases:</p> <ul style="list-style-type: none"> • If EIV or other UIV data is not available, • If the family disputes the accuracy of the EIV employer data, and/or • If HACC determines additional information is needed. <p>In such cases, HACC will review and analyze current data to anticipate annual income. In all cases, the family file will be documented with a clear record of the reason for the decision, and a clear audit trail will be left as to how HACC annualized projected income.</p> <p>When HACC cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), HACC will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income.</p> <p>Anytime current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the file. In all such cases the family may present information and documentation to HACC to show why the historic pattern does not represent the family’s anticipated income.</p>	
<p>9-III.C. CHANGES AFFECTING INCOME OR EXPENSES</p> <p>Changes made: Current Policy Bold= Removed</p>	<p>Current Policy <i>Required Reporting</i> 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> Families are required to report all increases in earned income, including new employment, within 7 days of the date the change takes effect.</p>	<p>9</p>

<p>Updated Policy Bold = Added, updated or formatted</p>	<p>HACC will only conduct interim reexaminations for families that qualify for the earned income disallowance (EID), and only when the EID family’s rent will change as a result of the increase. In all other cases, HACC will note the information in the tenant file, but will not conduct an interim reexamination. Families are not required to report any other changes in income or expenses.</p> <p>Updated Policy Required Reporting 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> 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. 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>Over-Income Families [24 CFR 960.261 and FR Notice 7/26/18]</p>	<p>Current Policy: Over-Income Families [24 CFR 960.261 and FR 11/26/04, p. 68786] Subject to certain restrictions, HUD authorizes PHAs to evict or terminate the tenancies of families because they are over income. Unless required to do so by local law, HACC may not evict or terminate the tenancy of a family solely because the family is over income if: (1) the family has a valid contract of participation in the Family Self-Sufficiency (FSS) program, or (2) the family is currently receiving the earned income disallowance. This rule does not require PHAs to evict over-income residents, but rather gives PHAs the discretion to do so thereby making units available for applicants who are income-eligible. <u>HACC Policy</u> HACC will not evict or terminate the tenancies of families solely because they are over income.</p> <p>Updated Policy: Over-Income Families [24 CFR 960.261 and FR Notice 7/26/18] The Housing Opportunity through Modernization Act (HOTMA) of 2016 placed an income limitation on public housing tenancies. The over-income requirement states that after a family’s income has exceeded 120 percent of area median income (AMI) (or a different limitation established by the</p>	<p>13</p>

secretary) for two consecutive years, the PHA must either terminate the family's tenancy within six months of the determination, or charge the family a monthly rent that is the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit, including amounts from the operating and capital funds, as determined by regulations.

PHAs also have discretion, under 24 CFR 960.261, to adopt policies allowing termination of tenancy for families whose income exceeds the limit for program eligibility. Such policies would exempt families participating in the Family Self-Sufficiency (FSS) program or currently receiving the earned income disallowance.

HACC Policy

At annual or interim reexamination, if a family's income exceeds the applicable over-income limit, HACC will document the family file and begin tracking the family's over-income status.

If one year after the applicable annual or interim reexamination the family's income continues to exceed the applicable over-income limit, HACC will notify the family in writing that their income has exceeded the over-income limit for one year, and that if the family continues to be over-income for 12 consecutive months, the family will be subject to the HACC's over-income policies.

If two years after the applicable annual or interim reexamination the family's income continues to exceed the applicable over-income limit, HACC will charge the family a rent that is the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit. HACC will notify the family in writing of their new rent amount. The new rent amount will be effective 30 days after the PHA's written notice to the family.

If, at any time, an over-income family experiences a decrease in income, the family may request an interim redetermination of rent in accordance with HACC policy. If, as a result, the previously over-income family is now below the over-income limit, the family is no longer subject to over-income provisions as of the effective date of the recertification. HACC will notify the family in writing that over-income policies no longer apply to them. If the family's income later exceeds the over-income limit again, the family is entitled to a new two-year grace period.

HACC will begin tracking over-income families once these policies have been adopted, but no later than March 24, 2019.

HACC will not evict or terminate the tenancies of families whose income exceeds the income limit for program eligibility as described at 24 CFR 960.261.

Attachment C
Strategy for Addressing Housing Needs

Introduction

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

Clackamas County Housing and Community Development Division (HCD) with local Fair Housing Partners participated in a Fair Housing Collaboration and completed an Assessment of Fair Housing (AFH) Plan. HCD is comprised of HACC and Community Development (CD)

Local Efforts

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

Six (6) general fair housing goals were identified in the AFH:

- Goal I: Develop new housing units with long-term affordability for a broad range of low-income households with an emphasis on dispersal of affordable housing
- Goal II: Increase accessibility to affordable housing for person with disabilities and single parent familial status households (households with children under 18 yrs.)
- Goal III: Improve access to housing and services for all protected classes
- Goal IV: Enforce Fair Housing laws and increase public understanding of Fair Housing laws
- Goal V: Coordinate Fair Housing advocacy and enforcement efforts among regional partners
- Goal VI: Ensure that all housing in Clackamas County is healthy and habitable

Regional Efforts

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

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

Statewide Goals of the Fair Housing Council of Oregon:

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

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

Effective July 1, 2014, landlords cannot refuse to rent to an applicant, or treat an applicant or tenant differently, because the applicant is using a Section 8 voucher or other local, state, or federal rental housing assistance. Nor can

landlords advertise “no Section 8.” Landlords can still screen and reject any applicant, including those with a Section 8 voucher, for past conduct and ability to pay rent.

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

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

Clackamas County Actions Taken in 2016-2017 and Analysis of Impact

Strategy	Primary Partners (Lead in BOLD)	Accomplishments
Commit to countywide and regional support to continue and enhance enforcement of fair housing laws	SSD HACC CD	SSD has annual contracts with the Fair Housing Council of Oregon FHCO (\$10,770) and Legal Aid Services of Oregon (LASO) (\$81,250) to provide enforcement of fair housing laws. FHCO assisted 209 people with housing information. 31 (15%) were Latino and 12 (6%) were African American. CD is meeting regularly with regional partners to discuss audit testing options.
Improve access to fair housing information	SSD CD HACC	HCD has met with regional partners and the Fair Housing Council of Oregon to coordinate Fair Housing activities, develop a centralized resource and to develop fair housing materials in multiple languages and formats.
Expand opportunities for tenants using Housing Choice Vouchers	HACC	The Housing Authority of Clackamas County has landlord outreach materials posted on the HACC website: http://www.clackamas.us/housingauthority/ Outreach for events and trainings were done by the following: <ul style="list-style-type: none"> • Direct email invitations to our landlord email list • Announcements on the Metro Multi Family Calendar of events • Fair Housing Council of Oregon Announcements • Promoted on HACC Website • Word of mouth through property management companies, etc Landlord Newsletters continue to be distributed and posted on HACC’s website.
Ensure the HACC conducts targeted outreach to underrepresented & protected class for upcoming waitlist opening	HACC	HACC opened its waitlists in January and plans to added 500 new applicants to Housing Choice Voucher Section 8 waitlist and 3,300 to its Site Based Public Housing waitlists.

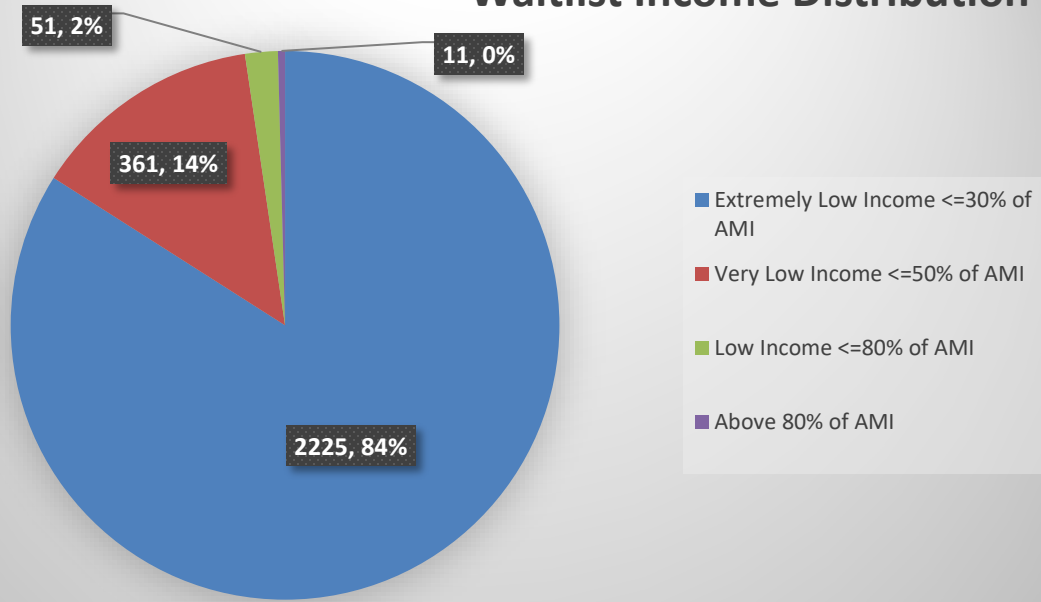
Housing Needs

Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families,

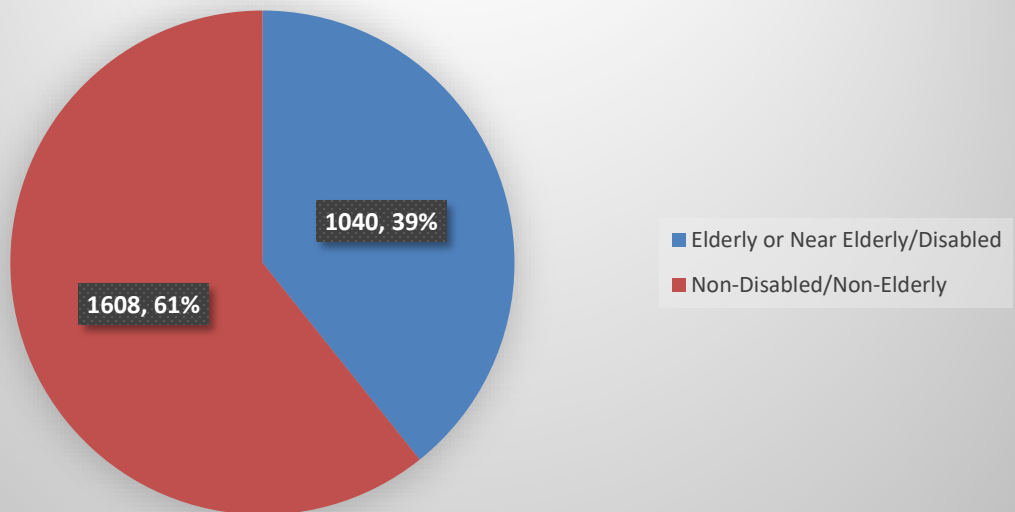
families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.

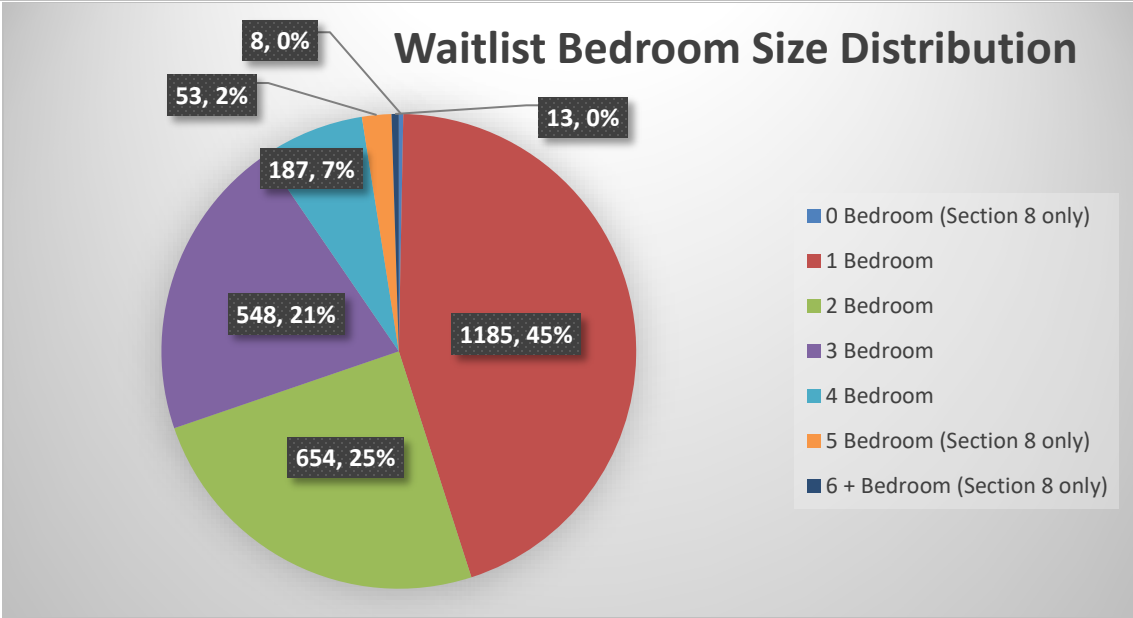
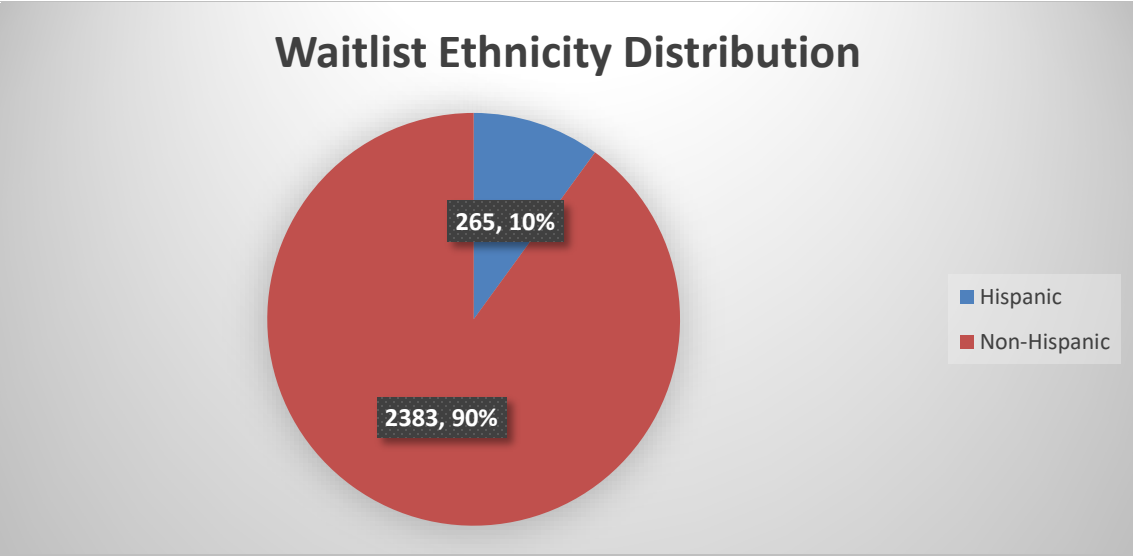
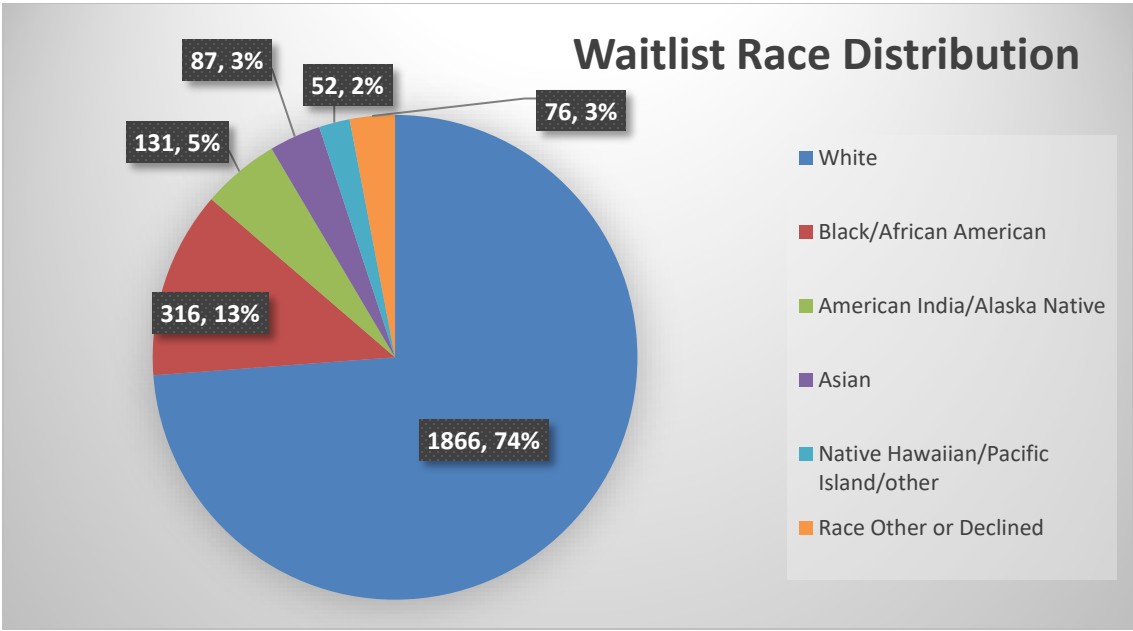
Housing Needs of Families on the Waiting List: Housing Choice Voucher and Public Housing		
	# of Families	% of Total Families
Waiting List Total	2,648	100%
Section 8 Waiting List	655	24.7%
Public Housing Waiting List	1,993	75.3%
Extremely Low Income <= 30% of AMI	2,225	84%
Very Low Income <= 50% of AMI	361	13.6%
Low Income <= 80% of AMI	51	1.9%
Above 80% of AMI	11	.4%
Elderly or Near Elderly/Disabled	1,040	39.3%
Non-Elderly / Non-Disabled	1,608	60.7%
White	1,866	70.5%
Black/African American	316	11.9%
American Indian/Alaska Native	131	4.9%
Asian	87	3.3%
Native Hawaiian/Pacific Island	52	2%
Race Other or Declined	76	2.9%
Hispanic	265	10%
Non-Hispanic	2,383	90%
Characteristics by Bedroom Size		
0 BR (Section 8 only)	8	.3%
1 BR	1,185	44.8%
2 BR	654	24.7%
3 BR	548	20.7%
4 BR	187	7.1%
5 BR (Section 8 only)	53	2%
6 BR (Section 8 only)	13	0%

Waitlist Income Distribution



Waitlist Disabled and/or Elderly versus Non-Disabled and/or Elderly





Attachment D

Deconcentration Policy

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

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

Attachment F

Financial Resources

\$100,000 from Clackamas County General Fund to support the provision of Resident Services at Public Housing Properties operated by the Housing Authority of Clackamas County.

\$120,000 from Clackamas County General Fund to support the provision of Resident Services for Veterans and their families residing at the Pleasant Avenue Veteran Housing Project.

ATTACHMENT F

Violence Against Women (VAWA) Statement

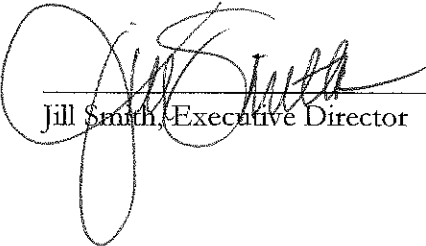
Housing Authority of Clackamas County (HACC) addresses VAWA in the Section 8 Housing Choice Voucher Administrative Plan and the Public Housing Admissions and Continued Occupancy Policy. The responsibility of not terminating families from housing for reasons that fall under the VAWA regulation is particularly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

We offer a local preference in the Housing Choice Voucher program for victims of Domestic Violence working with case management. We partner with several community partners like Northwest Family Services, Clackamas Women's Services, A Safe Place and Northwest Housing Alternatives to administer the Domestic Violence preference vouchers.

In addition, we are in continuous contact with County and City agencies, including the various law enforcement agencies, for current tenant's experiencing Domestic Violence.

HACC also partners with Clackamas County Social Services and Behavioral Health as well as the State Department of Human Services to use funds in a transitional housing program and Shelter + Care program under the Continuum of Care, where many victims of Domestic Violence are housed and provided services.

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



Jill Smith, Executive Director

3/13/19

Date

**Attachment G
RAD Development Project Descriptions**

Development #1 Hillside Manor			
<u>Name of Public Housing Project:</u> Hillside Manor	<u>PIC Development ID:</u> OR001005000	<u>Conversion Type (i.e. PBV or PBRA):</u> PBV	<u>Transfer of Assistance:</u> No
<u>Total Units</u> 100	<u>Pre-Rad Unit Type:</u> Family	<u>Post RAD Unit Type if different:</u> N/A	<u>Total Annual Capital Fund allocation</u> Per unit is \$1,640 Total is \$164,000
<u>Bedroom Type</u> Studio/Efficiency: 0 One Bedroom: 96 Two Bedroom: 4	<u>Number of Units Pre Conversion</u> 100	<u>Number of Units Post Conversion</u> 100	<u>Change in number of units per bedroom type and why</u> N/A
Development #2 Hillside Park			
<u>Name of Public Housing Project:</u> Hillside Park	<u>PIC Development ID:</u> OR001003000	<u>Conversion Type (i.e. PBV or PBRA):</u> PBV	<u>Transfer of Assistance:</u> No
<u>Total Units</u> 100	<u>Pre-Rad Unit Type:</u> Family	<u>Post RAD Unit Type if different:</u> N/A	<u>Total Annual Capital Fund allocation divided by total number of Public Housing units in PHA, multiplied by total number of units in project</u> Per unit is \$1,640 Total is \$164,000
<u>Bedroom Type</u> Studio/Efficiency: 0 One Bedroom: 25 Two Bedroom: 75	<u>Number of Units Pre Conversion</u> 100	<u>Number of Units Post Conversion</u> 100	<u>Change in number of units per bedroom type and why</u> N/A

Development #3 Oregon City View Manor			
<u>Name of Public Housing Project:</u> Oregon City View Manor	<u>PIC Development ID:</u> OR001004000	<u>Conversion Type (i.e. PBV or PBRA):</u> PBV	<u>Transfer of Assistance:</u> No
<u>Total Units</u> 100	<u>Pre-Rad Unit Type:</u> Family	<u>Post RAD Unit Type if different:</u> N/A	<u>Total Annual Capital Fund allocation divided by total number of Public Housing units in PHA, multiplied by total number of units in project</u> Per unit is \$1,640 Total is \$164,000
<u>Bedroom Type</u> Studio/Efficiency: 0 One Bedroom: 36 Two Bedroom: 30 Three Bedroom: 24 Four Bedroom: 10	<u>Number of Units Pre Conversion</u> 100	<u>Number of Units Post Conversion</u> 100	<u>Change in number of units per bedroom type and why</u> N/A
Development #4 Clackamas Heights			
<u>Name of Public Housing Project:</u> Clackamas Heights	<u>PIC Development ID:</u> OR001001000	<u>Conversion Type (i.e. PBV or PBRA):</u> PBV	<u>Transfer of Assistance:</u> No
<u>Total Units</u> 100	<u>Pre-Rad Unit Type:</u> Family	<u>Post RAD Unit Type if different:</u> N/A	<u>Total Annual Capital Fund allocation divided by total number of Public Housing units in PHA, multiplied by total number of units in project</u> Per unit is \$1,640 Total is \$164,000
<u>Bedroom Type</u> Studio/Efficiency: 28 One Bedroom: 50 Two Bedroom: 22 Three Bedroom: 22	<u>Number of Units Pre Conversion</u> 100	<u>Number of Units Post Conversion</u> 100	<u>Change in number of units per bedroom type and why</u> N/A

Development #5 Scattered Sites			
<u>Name of Public Housing Project:</u> Scattered Sites	<u>PIC Development ID:</u> OR001002000	<u>Conversion Type (i.e. PBV or PBRA):</u> PBV	<u>Transfer of Assistance:</u> No
<u>Total Units</u> 145	<u>Pre-Rad Unit Type:</u> Family	<u>Post RAD Unit Type if different:</u> N/A	<u>Total Annual Capital Fund allocation divided by total number of Public Housing units in PHA, multiplied by total number of units in project</u> Per unit is \$1,640 Total is \$237,800
<u>Bedroom Type</u> Studio/Efficiency: 0 One Bedroom: 0 Two Bedroom: 2 Three Bedroom: 126 Four Bedroom: 17	<u>Number of Units Pre Conversion</u> 145	<u>Number of Units Post Conversion</u> 100	<u>Change in number of units per bedroom type and why</u> N/A

Attachment I Capital Fund Grant Project Summary

2018 Capital Fund Completed Projects

- Project # 18001 – AMP Wide Cabinet Project \$38,602.00
- Project # 18002 – AMP Wide Moving Services \$20,000.00
- Project # 18003 – Scattered Sites Furnace Project \$139,232.00
- Project # 18004 – Scattered Sites Window & Siding Project \$240,716.00
- Project # 18005 – Scattered Sites Roof Project \$86,918.00
- Project # 18006 – Clackamas Hts Deck Project \$97,415.00
- Project # 18007 – OCVM ER Roof Replacement \$31,000.00
- Project # 18008 – HSP Bath 504 Upgrade \$5,397.00
- Total = \$631,380.00

2019 Proposed Capital Fund Projects

- 4957 Harrison Street – Burn Repair \$15,000.00
- #14 OCVM – Car Damage Repair \$7,500.00
- 250/260 E Jersey Fire/Modernization Work \$300,000.00
- AMP Wide Flooring \$250,000.00
- Hillside Manor Elevator Engineer \$25,000.00
- Hillside Manor Elevator Modernization \$575,000.00
- Asbestos Air Monitoring \$25,000.00
- Asbestos Abatement Services \$50,000.00

Attachment J

PUBLIC NOTICE

A Public Meeting to cover the Housing Authority of Clackamas County's (HACC) Annual Plan effective 2019-2020 will be held on January 16th, 2019, at 10 AM at Clackamas Heights Community Center, 13900 S. Gain St., Oregon City, OR 97045. Resident Advisory Board members and Public Housing residents are encouraged to attend.

A Public Hearing to comment on HACC's 2019-20 Draft Plan will be held on March 21, 2019, before the HACC's 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 can attend and comment on the proposed Plan.

HACC may convert its Public Housing properties to Rental Assistance Demonstration (RAD), as a result of the conversion, Capital Grant funding will be reduced by approximately \$894,204/year. HACC may utilize the Replacement Housing Funds (RHF) in the amount of \$147,421, to facilitate RAD conversion.

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 Plan will be available for review from January 19th, 2019-March 5th, 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, 10AM to 5PM. The Plan can also be viewed at the Clackamas County Library, 16201 SE McLoughlin, Oak Grove, OR.

Written comments should be directed to Elizabeth Miller, Housing Authority of Clackamas County, P.O. Box 1510, Oregon City, OR 97045, or by email at emiller@clackamas.us. These comments must be received by March 5th, 2019.

**Attachment K
Annual Plan Comments**

HACC ANNUAL PLAN 2019-2020 RAB MEETING AGENDA

10:00-10:10	Welcome & Introductions	Chuck Robbins
10:10-10:25	Annual Plan Review – New Activities & Progress Report	Chuck Robbins
10:25-10:40	Development Update	Stephen McMurtrey
10:40-11:00	Capital Fund Overview: Attachment H-I	Josh Teigen
11:00-11:30	Section 8 Policy Updates - Review Attachment A	Toni Karter
11:30 – 12:00	Break for Lunch	
12:00-12:20	Public Housing Updates - Review Attachment B	Rich Malloy
12:20-12:30	Resident Services (Public Housing) Overview	Jemila Hart
12:30-12:40	Family Self Sufficiency (Section 8) Overview	Michell Paresi
12:40-12:45	Annual Plan Timeline	Elizabeth Miller
12:45-1pm	Questions and Answers	All

HACC ANNUAL PLAN 2019-2020

RAB MEETING MINUTES

10:10-10:20

Chuck Robbins

I. Welcome & Introductions

- a. Chuck convened the meeting at 10:10am
- b. Chuck announces he's been with the County for 40 years, but is retiring in August. Chuck will transition back to Director of Community Development when the new Executive Director is hired, which is expected to be in January or February. Five years ago the County combined CD and HACC, Chuck took over the Director of both divisions. When the new HACC Executive Director starts, we will be split the divisions back out again.

10:20-10:30

Chuck Robbins

II. Chuck went through the Annual Plan – New Activities & Progress Report

- a. Highlighted the New Activities:
 - i. The voters approved the Metro Affordable Housing Bond, which will result approximately \$116 million dollars to Clackamas County to build affordable housing.
 1. The goal is to build 816 new affordable housing units; of those 316 will be available at those at or below 30% AMI.
 2. About half of those units will be 2 bedrooms and larger.
 3. The plan is to build units within the Urban Growth Boundary (UGB). The key components is land. If you don't have it you can't build it.
 4. HACC has 100 units on 16 acres at 2 different sites.
 5. Stephen is the director and Angel Sully is the Housing Developer. Eventually, we will grow Development Dept. to 5 people.
 6. Metro funds cannot used outside the UGB, so HACC will use other funds to build housing in those areas. The goal is to open up the choice of where folks can live.
 1. Q: With the Bond, what does it mean for HACC?
A: An awful lot of work to build housing units, which is why we are increasing our Development staff.
 2. Q: Do you still have to go through HUD for approval?
A: HUD does need to approve the projects related to the Public Housing properties. RAD is the tool we will use, but there is a process.
 3. Q: Will those of us that live at Hillside Park need to fix holes in the walls before moving?
A: Tack holes in the wall is considered normal wear and tear. Holes from a fist isn't considered normal wear and tear. If the plan is to demolish, then no, we won't require you to repair holes from nails.
 4. Q: With permits, you said it takes about 4 years, they just put in a Veteran Housing project in Clackamas.
A: Permits were used. Affordable housing has to follow the permitting, building code process. Even with land and money, it still takes a long time
 5. Q: What kind of resident rights do we have?
A: Toni will talk about that a bit later, but know there is significant legislation that will make no cause evictions illegal.
 6. Q: Did you start and complete the Rosewood Terrace project.
A: It's on schedule, 212 unit, 6 buildings, first building scheduled to be complete by May 2019.
 7. Q: When does the waitlist open for Rosewood Terrace?

10:25-10:40

Stephen McMurtrey

III. Stephen provided a Development update

Hillside Manor (HM) HM received full funding to preserve and modernize the building. HACC has been working with the State, and the State loves that we want to keep HM as a centerpiece in the Hillside Park Redevelopment. Our goal is to close on construction financing by the end of 2019.

Over the next month, we will start scheduling community engagement meetings. We will be holding regular meetings. You will a lot of activity around HM, with new contractors, architect, etc.

The updates will include the building shell (outside), plumbing, electrical systems, seismic upgrades, unit interiors, windows, flooring and cabinetry. Stephen has worked on 14 occupied rehabs and request patience. Our General Contractor is an expert in this field. There will be a temporary relocation of everyone at some point. You will come back to your existing unit, unless you have a reasonable accommodation.

Q: What if I decide I don't want to go back to HM and want to go to Rosewood?

A: You will be working one on one with Darcy (relocation consultant), about your needs (mobility, medication, etc). She will want to know if you want to move to Rosewood and Darcy will then work with the HACC team to work through the process. There is a difference between a temporary and permanent relocation. A temporary relocation does not mean you have free access to a voucher. Darcy has seen every request, she will be able to answer these questions. Stephen to follow up with Darcy. These requests are very personal and Darcy will work with you one on one.

The most important message: if you want access to these rights, do now move.

Q: How is that going to work for the residents who have 504's?

A: 504 does not go away. We would be working with you, as well as the relocation consultant to find space that meets your needs.

Hillside Park (HP) We are at the tail end of the master planning process. For HP residents, there is 1 more community engagement session on Feb 21st. We want as many residents involved as possible. HACC can provide transportation. There will be food and raffle prizes. We want to make it a fun event, you will adding building pieces onto a board. For example, where will the gardens go? What is the building size? Once the Master planning process is complete, we will gather the feedback from the meeting.

We will still have to go through land use process and city approval process. Relocation most likely won't happen for a while. Darcy will be in constant contact. You will likely be temporary relocated during construction. You will have the first option to come back in a newly built building.

Clackamas Heights (CH) HACC has an executed an Intergovernmental Governmental Agreement (IGA) with Metro, which allows us to fund the master plan. This allows us to bring an architect onboard and work with the City of Oregon City. The Master Planning process takes about one and a half years.

Redevelopment could take another year from the completion of a master plan. Once we have an architect onboard, all of the community members will be invited and involved, they will have a say on what they want to see.

Oregon City View Manor (OCVM) Last fall, we held a community meeting. We do have an active RAD application through HUD. HACC and the County have been talking about the redevelopment plans for a while now. HACC moved forward with a request to redevelop a portion of the property & demolish the existing units. We do have an active HUD application, but we are at least two years from being able to do anything. This

process has been slowed even more with the Government Shutdown. The Redevelopment will most likely be phased with temporary relocations.

Rosewood Terrace (Pedcor) Rosewood will be opening 50 new affordable units in 2019, with another 50 units to be built in 2020.

Q: What is the lease-up process?

A: Toni, Rich and the owners will work on the waiting list opening etc. We want to make sure we don't open the waitlist too soon.

Q: Will there be a full time manager and assistant manager?

A: Pedcor is the owner and will have an onsite manager. Not sure if they will have a full-time assistant manager.

11:00-11:00

Josh Teigen

IV. Josh provided an overview of the Capital Fund Program (attachment H-I)

2018 projects that were completed:

- AMP Wide Cabinet Project \$38,602.00
- Project # 18002 – AMP Wide Moving Services \$20,000.00
- Project # 18003 – Scattered Sites Furnace Project \$139,232.00
- Project # 18004 – Scattered Sites Window & Siding Project \$240,716.00
- Project # 18005 – Scattered Sites Roof Project \$86,918.00
- Project # 18006 – Clackamas Heights Deck Project \$97,415.00
- Project # 18007 – OCVM ER Roof Replacement \$31,000.00
- Project # 18008 – HSP Bath 504 Upgrade \$5,397.00
- Total = \$631,380.00

2019 planned projects include:

- 4957 Harrison Street – Burn Repair \$15,000.00
- #14 OCVM – Car Damage Repair \$7,500.00
- 250/260 E Jersey Fire/Modernization Work \$300,000.00
- AMP Wide Flooring \$250,000.00
- Hillside Manor Elevator Engineer \$25,000.00
- Hillside Manor Elevator Modernization \$575,000.00
- Asbestos Air Monitoring \$25,000.00
- Asbestos Abatement Services \$50,000.00

Q: What are you going to do with sewer problems at Hillside?

A: Tree roots are growing into the sewer pipes. We will take a look at the budget to fix the sewer. HACC is trying to address it, but what we are trying to avoid is large sewer replacement, since the sewers will get replaced when we redevelop Hillside.

Q: Are these goals/limits?

A: These are estimates for the upcoming year. Estimated budget. Luckily, HUD has changed some regulations, so we can make budget adjustments a little easier.

Q: Is one person making the CAP Fund project decisions?

A: No, there is a group of people (Property Manager, CAP Fund Coordinator, Director, Asset Manager, and Maintenance Coordinators)

11:00-11:30

Toni Karter

V. Section 8 Policy Updates - Review Attachment A:

Ch. 4	<p>We have several preferences, we are going to provide Clackamas County (CC) residents a preference. We had people apply from all over the Country. The goal is to serve CC residents first.</p> <p>Removed elderly/disable preference – everyone is date and time stamped.</p> <p>Preferences are more in line to handle the homeless crisis. Homeless are referred through the Coordinated Housing Assistance (CHA) Line. Service providers who refer Homeless will be required to provide services for at least two years.</p>	<p>Comments: Q: When does this start? A: July 2019</p> <p>Q: Are agencies from CC only or others? NW Impact has Housing Retention Coordinators who stick with clients for life. A: We are open to agencies interested. We try to entice service providers to come to CC.</p>
Ch. 5	<p>Added policy, to prevent risk of fraud. If participant rents from family, then they will need to proof that the rest of the family is going to live elsewhere.</p>	<p>Comments: none</p>
Ch. 7	<p>Tightening the income verification requirements to meet HUD Audit standard</p>	<p>Comments: none</p>
Ch. 8	<p>Loosening the definition of a unit that can convert to Biennial Schedule. HACC is looking at saving staff time, so we are going to change the bi-annual inspections. Loosening the units that can convert to biannual, which fits with HUD. If your unit passed, you will be placed on bi-annual inspection.</p>	<p>Comments: none</p>
Ch. 9	<p>To relieve a barrier to leasing, HACC will agree to lease terms that meet the landlords lease terms, as long as term is no longer than 12 months and must end at the end of the month. Landlord doesn't always want to agree to 12 months. HACC would negotiate with landlord. We will now do lease terms subject to what the landlords want. Landlords do need to be able to prove that the option is being offered to everyone not just S8.</p>	<p>Comments: none</p>
Ch. 10	<p>HACC will deny a family permission to make an elective move if they have outstanding balances on any Security Deposit Loan. The Security Deposit Loan must be paid in full and the Tenant must provide proof from Community Lending Works (CLW).</p> <p>Last year, we started the security deposit loan program. If tenants default, HACC pays, then HACC sets up payment plan with tenant. So we are now not allowing a second loan for moving, if the first one hasn't been paid.</p>	<p>Comments: none</p>
Ch. 11	<p>Due to several unreported changes to household composition due to incarceration, HACC is tightening this check on convictions during the year. We are now requiring you to report if anyone in your household has been convicted of a crime. Families were allowed to continue to live in large units, even though members of the household had been sent to prison.</p>	<p>Comments: Q: What about someone selling drugs out of their apt? A: If they have been convicted, we want to know about it, but it must be a conviction.</p> <p>Q: What is the age?</p>

	<p>Any conviction, even traffic. We only want to know about convictions.</p> <p>If one person is in jail, then staff can accurately modify voucher (household size)</p>	<p>A: Yes, we are checking for anyone in the household over 15.</p> <p>Q: Does it rely on self-report? A: Yes.</p> <p>Statement: Hillside Manor residents are the best reference for the police. Police appreciate any information.</p>
Ch. 19	<p>Family Self Sufficiency Program rules and HACC policies for audit and procedural accuracy. FSS action plan was updated. New Action Plan, cleared up graduation and how many times you can pull from escrow.</p>	<p>Comments:</p> <p>Q: What do you have to do to get HUD to give us more money for vouchers? A: Appropriations is handled at the federal level, so you can talk/email your congressman. One thing we have done, is submitted a study to increase FMR's. HUD divvies up money. HACC is doing everything we can, applying for grants etc. We received approx. 70 new vouchers this year.</p> <p>Q: From what residents heard, HUD hasn't changed funding levels in 10 years, is this true? A: We are typically short by \$300,000 every year. We are trying to make up shortages with development.</p>

11:30 – 12:00 Break for Lunch

12:00-12:20

Rich Malloy

VI. Public Housing Updates - Review Attachment B:

Ch. 3	<p>Screening: Scoring system for evaluating applicant's criminal background checks. 75% of the time, people get the help they need and are accepted into the Public Housing program.</p>	Comments: none
Ch. 3	<p>Guests: If a guest stays 22 or more days per year, then you must report that.</p>	Comments: none
Ch. 7	<p>Family Relationships: Absence of an adult member, HACC is clarifying the policy language. If household member is reported to be permanently absent, you will need to provide evidence they are living somewhere else.</p>	Comments: none
Ch. 4	<p>Homeless Preference: Historically, Public Housing does not have preferences. HACC is adding 5 public housing slots for homeless preferences, through Coordinated Housing Access. If they bring us a homeless family, case mgmt. must come with that.</p>	<p>Comments:</p> <p>Q: Who are the agencies that you will be working with? A: Social Services and a variety of service providers. We are just launching this next year.</p>
Ch. 4	<p>Organization of the Waiting List: There will have to be two (2) separate waitlists, one regular and one for preferences.</p>	Comments: none

Ch. 5	Determining Units Size: Adjusting PH policy more in line with Section 8. Table is on page 28.	Comments: Q: Can you have a teenager share a bedroom with a baby. A: Yes Q: If you have a mom and 2 kids? A: 2 bedrooms
Ch. 6	Anticipating Annual Income P. 29 & 30. Middle of page. Clarifying language. Formatting	Comments: Q: What is EIV? A: Earned income verification Q: UIV? A: Upfront income verification.
Ch. 9	Changes affecting Income or Expenses: We have a common problem with residents not reporting job changes and income changes. Changing the ACOP to mimic the lease.	Comments: none

Lease will be rolling out this year. Lease will be updated according to HUD regulations. Posted lease for 60 days so everyone can review and comment. Coming out in February or March. There

Q: Is there any changes that are controversial?

A: Most changes are regulatory, not significant.

Q: Are you going to enforce this new lease?

A: Lease enforcement can be tricky, sometimes it's hard to prove lease violations. Take tenants to court. Tenants have protections too and we have to make sure that we have the proof. Eviction is a lengthy process.

Q: In the case of seasonal employment?

A: If someone works seasonal, is that income. We do a quarterly review of the income until we have a baseline. 7 business days.

Q: Will there be enforcement of how long people are staying?

A: If you know families that have guests staying longer than 22 days, report to your property manager.

Q: What kind of proof do you need of unauthorized guests?

A: Witnesses who can testify. Cars in driveways isn't proof enough.

Q: What about neighborhood watch groups?

A: That is your right, to organize. Talk to resident services. Right now it's Jemila, Amy and Roy. We are looking at hiring additional staff to help support the residents. Please be sure to share those with Jemila.

Q: Can I put a video monitoring system on the outside of my unit?

A: If you're installing or drilling then you will need a waiver. If it just clips on, then you don't need a waiver.

Q: Do we pass that footage onto the Property Manager?

A: Yes, and/or Police.

Q: Can we have more police presence at Clackamas Heights?

A: It's a resource issue, police have limited resources.

12:20-12:30

Jemila Hart

VII. Resident Services (Public Housing) Overview

- a. This marks the last meeting of your 2 years of service. If you're interested in continuing your service on the Resident Advisory Board (RAB), then return the application to Jemila. Your feedback is really valuable.
- b. Jemila focuses in 3 areas:
 - i. Service Coordination: New and existing residents, we want to make sure people have access to services like mental health & workforce for example. Abby is our case manager, with Social Services. Abby and Jemila work together to meet with residents to help connect them to resources.
 - ii. Community Building: encourage people to get involved in the RAB. Involved in resident association and community development. The food bank is entirely resident run at Hillside. Community gardens. 40% of Hillside Manor has garden space. Garden education classes are coming up. We would like Hillside Park to get a garden. There will be opportunity to create garden space with the new Hillside Master Plan.
 - iii. Economic Resources: we partner with Community Solutions, to help people get training, the IDA program where every dollar saved is matched with \$3. We started a new program called Rent Reporting for Credit Building. If you enroll, pay your rent on time, we work with an agency to report your on-time rent payments to the credit bureaus, so residents can improve your credit.

12:30-12:40

Michell Paresi

VIII. Family Self Sufficiency (Section 8) Overview

- a. FSS is an opportunity to get Section 8 participants education and work opportunities. Some people come to us if they are interested in purchasing a car, attending school, buying a house etc.
 - b. Once earned income increases (which causes rent to go up), instead of the increase in rent going to HACC it goes into an escrow account that can go towards the participants goals.
 - c. It's a 5-year term, you do have to have full time employment and you have to be off TANF, complete goals (which can be changed).
- Q: Is IDA and FSS different?
A: Yes, IDA is 3 to 1 match.

12:40-12:45

Elizabeth Miller

IX. Review of the Annual Plan Timeline

12:45-1pm

All

- X. Questions and Answers
 - a. none



February 6, 2019

Mr. Chuck Robins, Executive Director
Clackamas County Housing Authority
(Email: hacc@clackamas.us)

Dear Chuck,

Thank you for the opportunity to comment on the **Draft 1-year Action Plan** for the Housing Authority of Clackamas County.

As our February 6, 2019 letter (attached) to you indicated we are requesting that maximum HUD small area rents be adopted for Lake Oswego ZIP Codes 97034 and 97035.

As our letter demonstrates there is a clear locational imbalance in the use of housing vouchers within the county. Using actual market rents for voucher payment standard maximums will make it possible for voucher families to include Lake Oswego in their housing search. The County's rent reasonableness procedures will insure that individual voucher units are not over subsidized.

Greater use of housing vouchers in Lake Oswego would also address severe renter housing cost burdens, address housing needs in our comprehensive plan, and allow people to live closer to where they work reducing transportation costs, congestion, and vehicle emissions.

We note in your annual plan that the redevelopment of your remaining public housing inventory (545 units, including 145 scattered site units) will require at least temporary tenant relocation with housing vouchers. Without revision to voucher rent limits in Lake Oswego these tenants will not be able to include Lake Oswego in their housing search.

If you approve small area rents for Lake Oswego ZIP Codes as requested the City would be willing to act as a host for a meeting with prospective landlords to give you and your staff an opportunity to fully explain the housing voucher program. This could include an explanation of rent reasonableness procedures, project basing of vouchers, and the operation of the state landlord guarantee fund.

Sincerely,

Scot Siegel, AICP, LEED-AP
Planning and Building Services Director

Cc: Mayor Kent Studebaker and City Council
Scott Lazenby, City Manager



February 6, 2019

Mr. Chuck Robins, Executive Director
Clackamas County Housing Authority
PO Box 1510
Oregon City, OR 97045

Re: Request for adoption of HUD small area fair market rents for city of Lake Oswego zip codes

Dear Mr. Robbins:

During the recent meeting conducted to discuss severe rent burdens in Lake Oswego (as required by HB 4006) information was presented that showed that the use of HUD housing vouchers in Lake Oswego was at a rate per occupied rentals that was less than 1/6 of the rate in the rest of Clackamas county. If the Lake Oswego rate simply matched the rest of the county rate (39 vouchers per 1,000 renter households) the number of vouchers in Lake Oswego would increase from 25 to 195.

We also understand that the Housing Authority has the authority to increase the published HUD fair market rent (used in the voucher program) up to 110% of the small area/zip code rent without requiring HUD approval.

Adopting this standard would mean that the maximum voucher rent for a two bedroom unit would increase from the current \$1,330 to \$2,002 in ZIP Code 97034 and to \$1,750 in ZIP Code 97035. Maximum voucher rents for other bedroom sizes could be adjusted to a maximum of 110% of the small area rents for these two zip codes.

In order to expand housing choice for the more than 1,500 families using the HUD voucher program in Clackamas County we are asking that you adopt the maximum 110% small area rents for Lake Oswego zip codes 97034 and 97035. This would also help in meeting the low income housing needs identified in Lake Oswego's Comprehensive Plan while allowing people to live closer to where they work, reducing traffic congestion.

We note that this would *not require* that every voucher unit in Lake Oswego be approved at this level as all voucher rental units will continue to be subject to your rent reasonableness determination based on market rent levels specific to each unit rented with a voucher.

If you require further information from our staff, please contact Scot Siegel, Planning and Building Services Director, at 503-699-7474.

Sincerely,



Kent Studebaker
Mayor

Cc: Lake Oswego City Council
Scott Lazenby, City Manager
Scot Siegel, Planning and Building Services Director
Don Krupp, Clackamas County Administrator



March 14, 2019

Scot Siegel, AICP, LEED-AP
Planning and Building Services Director
City of Lake Oswego
P.O. Box 369
380 A Avenue
Lake Oswego, OR 97034

RE: *Response to Comments on Draft 1-Year Action Plan*

Dear Scot,

Thank you for your comments dated February 6, 2019, for the Draft 1-Year Action Plan. As the newly appointed Executive Director for the Housing Authority of Clackamas County I appreciate your interest and I want to assure you that we recognize Lake Oswego as an opportunity area that would benefit low income families and we have a strong desire that our programs and developments offer families the ability to access all areas of the county.

Unfortunately, our funding situation at this time is challenging; the Housing Authority receives approximately \$14.6 million dollars annually from HUD to serve 1,767 families in the Housing Choice Voucher program. Ever increasing market rents are causing per family per month costs to increase. Currently the Housing Authority is only able to serve 90% of the authorized families with current funding levels and we are potentially facing a shortfall for the coming year which means we cannot help any of the thousands of families on our waiting list for a voucher.

Providing stable housing to the maximum number of families is our main objective given the housing crisis and the increasing levels of homelessness in Clackamas County. If we were to increase payment standards substantially in any one area that would further burden our budget and reduce the number of families we can serve. I completely understand the need to offer families access to areas of opportunity and stability and I commit that we are watching the rental market and are hopeful that we can offer increased payment standards in areas like Lake Oswego, West Linn and Happy Valley if and when funding levels and market rent levels permit us to do so.

We are eager to partner with Lake Oswego and local landlords to offer trainings and hear from you as we work to improve our customer service. Lake Oswego representatives and local landlords are encouraged to contact our Rent Assistance Program Manager, Toni Karter, at 503-650-3139 or email her at Tonikar@co.clackamas.or.us to start discussing outreach and training options. If you have any questions or concerns please feel free to contact me directly, and thanks again for your comments and interest.

Sincerely,

A handwritten signature in blue ink that reads "Jill Smith".

Jill Smith
Executive Director
503-742-5336

Copy: Mayor Kent Studebaker and City Council
Scott Lazenby, City Manager
Richard Swift, Director Health Housing and Human Services
Gary Schmidt, Clackamas County Administrator

Healthy Families. Strong Communities.

P.O. Box 1510, 13930 S. Gain Street, Oregon City, OR, 97045-0510 • Phone (503) 655-8267 • Fax (503) 655-8676
TDD 503-655-8639 www.clackamas.us/housingauthority

March 5, 2019

TO: Housing Authority of Clackamas County
FM: Tom Cusack, Lake Oswego and Clackamas County resident.
Subject: Comments on HACC Annual Plan

Thank you for the opportunity to comment on the Housing Authority annual plan. I am writing to comment and also to ask questions and request information. I ask that this letter and attachments be added to the official record of the annual plan.

For the record:

I have lived in Lake Oswego and Clackamas county for 38 years. I am a retired director of the HUD Oregon Field Office, where I held a variety of leadership roles for 27 years. Since retirement I have served on a number of nonprofit boards and advisory groups, including services on a group advising HACC.

My connections to public housing and the voucher program are long standing. In my former role as the Oregon HUD Field Office Housing Development Director, I approved the acquisition of a substantial portion of the current inventory of HACC scattered site public housing units.

I am a former resident of a large public housing project in my home town of Detroit (Michigan) and a Vietnam veteran. I started working for HUD in Detroit, before the housing voucher program began in 1974.

I have several purposes in writing today; a summary of those reasons here is followed with a more detailed discussion below.

1. I am writing today to express support for the request from the City of Lake Oswego to increase housing voucher payment standards in Lake Oswego ZIP Codes 97034 and 97035 to the maximum permitted for HUD small area rents.

It's been *nearly 45 years* since the start of the HUD Certificate/Voucher program, the most public recent count shows only *28 vouchers* in use in Lake Oswego, a disproportionately tiny share of the vouchers allocated to HACC.

Approval of the City request also would expand housing choice for the 545 public housing residents in HACC public housing disposition/redevelopment projects who will be receiving vouchers. Access to the consistently highly rated Lake Oswego school system may appeal to the many families living in these developments.

2. I have questions and am asking for more detail about initial contract rents and enhanced vouchers payment standards for the residents in the public housing projects proposed for disposition.
3. I also have suggestions to improve the transparency of HACC public housing and voucher information

1. I Support the City of Lake Oswego request for expanded housing choice and use of maximum small area rents for vouchers in ZIP Code 97034 and 97035.

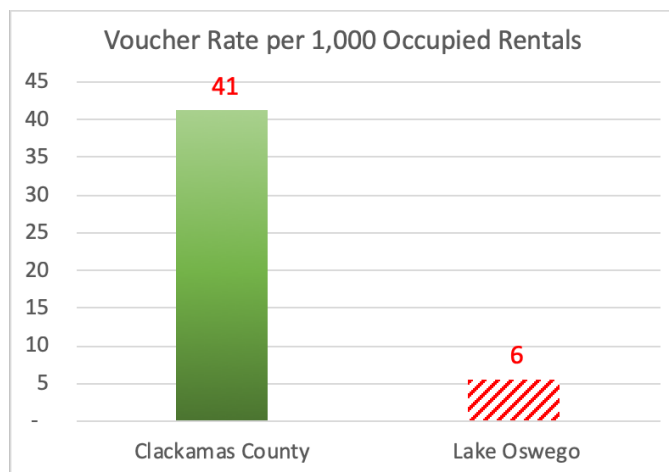
The February 2019 request from the Mayor and City Council of Lake Oswego to expand housing choice, and reduced severe rent burdens, by increasing payment standards in zip codes 97034 and 97035 is ***unprecedented in my 38 years of involvement with housing in Oregon.***

A second follow up annual plan input letter (also attached) from the Lake Oswego Planning Director, includes a **second unprecedented action: An expressed willingness to host a landlord landlord meeting** (after approval of their small area rent request) to give HACC leadership and staff an opportunity to explain the housing voucher program, including the Oregon rent guarantee program and the lease up and rent reasonableness process.

By any measure Lake Oswego has a disproportionately small share of housing vouchers in use in Clackamas County.

Lake Oswego (**5,000 renter households**) has **11.7% of all renters in Clackamas county (41,783 renter households)** but only **1.6% (28) of all authorized HACC vouchers (1,752).**

Clackamas County has a voucher usage rate (41 per 1,000 renter households) nearly 7 times the rate in Lake Oswego (6 per 1,000 renter households).



While I am aware that there was an earlier attempt several years ago to use different payment standards for Lake Oswego there are a number of important differences:

1. Unprecedented support from the Lake Oswego Mayor and City Council, including an offer to host a landlord meeting.
2. Enactment of statewide legislation that prevents discrimination based on source of income.
3. Establishment of a Landlord Guarantee program.
4. Enactment of statewide legislation attempting to engage communities in addressing severe rent burdens. A December 2018 community meeting, called for in the legislation, prompted the subsequent Lake Oswego request. (HACC was invited but did not attend).
5. HUD has established new small area rent procedures that do NOT require elaborate documentation OR prior HUD approval.

I also recognize that a reduction in the number of vouchers in use because of higher payment standards could occur, this could be mitigated if small area rents were used in zip codes where data shows rents are below HUD fair market rents. Moreover, the impact could be mitigated somewhat by

reported increased HUD funding this year. In any case increased voucher costs increased for Lake Oswego zip codes would still be a tiny fraction of the \$13+ Million in HACC HAP revenue (and another \$1 million+ in HUD administrative fees).

The long-standing under use of vouchers in Lake Oswego is a direct result of voucher payment standards that do not reflect actual market rents in Lake Oswego. Mobility counseling can be helpful but will be ineffective if HACC payment standards do not reflect market realities.

Remedial steps are warranted to give voucher holders a real choice about where they live in Clackamas County. To not increase payment standards would be continuation of an exclusionary housing policy and will send a signal that attractive suburban communities in Clackamas county will continue to remain out of reach for participants in the largest HUD rental assistance program in Oregon.

2. Disposition of Public Housing

It is unclear to me in looking at the annual plan what's the initial contract rents will be for the converted public housing units, nor the level of subsidy available for vouchers. I also do not understand the form of HUD rental assistance that will be provided to the existing tenants.

Three questions and a request.

Q1. Will the maximum initial contract rent be set at 110% OR 120% of fair market rent? (Subject only to limitation by a rent reasonableness test). IF there also is a limitation based on operating subsidy and capital grants what will the contract limit be by bedroom size?

Q2. Please confirm whether the proposal is to convert to project-based vouchers or project based rental assistance? IF project-based vouchers, can you confirm that the 2019 admin fee per unit is \$80.90 monthly?

Q3. The plan appears to show a net reduction in units for the 144 scattered site units to 100. The vast majority of these units are 3 or 4 bedrooms. Is the plan to issue vouchers to all residents, with replacement units only for 100 of the residents?

REQUEST: Please provide me a schedule by bedroom size of the initial contract rents along with any rental comparability study (RCS) for each of the projects slated for disposition.

3. Recommendations to Improve Transparency

1. Post voucher payment standards and rent reasonableness worksheet/Excel workbook on the website.
1. Issue updates to the Landlord newsletter (Last newsletter post is from Winter 2017).
2. Update housing search resources. The GO Section 8 website has few if any rentals in Lake Oswego. I suggest addition of ONEAPP website.
3. Post the briefing package given to voucher holders and enlist a stakeholder group to make suggestions for improvement to get to a best practices standard. (I would be happy to participate in that group).
4. Annually post by city and zip code the number of vouchers in use in Clackamas county.

Thank you again for the opportunity to comment on the draft annual plan; I look forward to consideration of my recommendations, my request, and responses to my questions.

March 14, 2019

TO: Tom Cusack, Lake Oswego and Clackamas County Resident
FROM: Jill Smith, Executive Director
RE: *Comments on HACC Annual Plan*

Dear Tom Cusack,

Thank you for your March 5, 2019 comments on our Draft 2019 Annual Plan, your interest is welcomed and appreciated, as we strive to meet the needs of low income people in Clackamas County. As the newly appointed Executive Director of the Housing Authority I look forward to partnering with Lake Oswego and other cities, to provide housing in high opportunity areas with access to good schools, nutritious food, green space, transportation and employment; which we know is essential to the well-being of the low income families we serve.

Tom Cusack's Comment Section 1: I support the City of Lake Oswego request for expanded housing choice and use of maximum small area rents for vouchers in ZIP Code 97034 and 97035.

HACC Response: The Housing Authority of Clackamas County (HACC) is aware the Mayor and City Council were mandated by statewide legislation to address severe rent burden in Lake Oswego. I am aware due to recent communication with City leaders that affordable housing is a priority for Lake Oswego, I truly appreciate their interest and their partnership as we share that goal.

Our funding situation at this time is challenging, HACC receives approximately \$14.6 million dollars annually to serve 1,767 families in the Housing Choice voucher program. Ever increasing rents are forcing per family per month costs to increase. Currently, HACC is only able to serve 90% of the authorized families with current funding levels and we are potentially facing a shortfall for the coming year and will likely have limited to no waiting list pulls for the voucher program. Providing stable housing to the maximum number of families is our main objective, given the housing crisis and the increasing level of homelessness being experienced in Clackamas County. If we were to increase payment standards substantially in any one area that would further burden our budget. I completely understand the need to offer families access to areas of opportunity and stability and I commit that we are watching the rental market and are hopeful that we can offer increased payment standards in areas like Lake Oswego, West Linn and Happy Valley if and when funding levels and the market rent levels permit us to do so.

As you reference in your comments, the Housing Authority provided increased payment standards in Lake Oswego from 2013 to 2015 (three years). During that time period, HACC used small area payment standards at 110% of the Fair Market Rent (FMR). This payment standard was substantially higher than all other areas of Clackamas County, which were at 90% of FMR at that time. Unfortunately, during this period the Housing Authority found no benefit to using the higher payment standard and saw no increase in the number of families able to access housing in Lake Oswego. In fact, the number of families leasing in Lake Oswego declined during that time from 34 families leased to only 24 families in 2015 at the end of the three year increased payment standard. In July 2014 the Landlord Guarantee Program was also implemented and unfortunately had no impact during 2015 to improve lease up, even when combined with the higher payment standards in the area. One of the main barriers consistently noted by our voucher holders was related to high screening criteria that required families to have a strong rental history, high credit ratings, no evictions, extremely high

deposits, and no criminal history. We know from experience and widely publicized data that credit history and criminal backgrounds are not direct predictors of a good tenancy, even the landlord associations encourage landlords to give these factors limited credence when screening for a positive tenancy. Hopefully improved tenant protection laws and a softening rental market will help to open up additional opportunities for access to units in high opportunity neighborhoods such as those found in Lake Oswego. We are eager to partner with the City and local landlords to make accessing the program easier. We are open to making adjustments that will improve our customer service, Lake Oswego representatives and local landlords are encouraged to contact our Rent Assistance Program Manager, Toni Karter, at 503-650-3139 or email her at Tonikar@co.clackamas.or.us to start discussing outreach and training options.

Tom Cusack's Comment Section 2: Disposition of Public Housing:

Q1 – Will the maximum initial contract rent be set at 110% OR 120% of fair market rent? (Subject only to limitation by rent reasonableness test). IF there also is a limitation based on operating subsidy and capital grants what will the contract limit be by bedroom size?

HACC Response: It is truly too early to provide you this level of detail as we are still in the application and decision making process. If the project is converted to RAD, the contract rent will be based on whatever amount of subsidy HUD approves for RAD vouchers. Even though the operating and capital subsidies are limited (i.e. a set amount by the grant formula) they will be adjusted by bedroom size for the new project that is either new construction, an acquisition rehab or an existing project that is rehabbed. The calculation involves adding the multipliers then dividing by the number of households and then calculating a weighted average rent (i.e. dividing the number of units in a project by the total number of projects in a portfolio) and then spreading the weighted average rent over the different bedroom sizes.

Q2 - Please confirm whether the proposal is to convert to project-based vouchers or project based rental assistance? IF project-based vouchers, can you confirm that the 2019 admin fee per unit is \$80.90 monthly?

HACC Response: As we analyze through HUD our portfolio of dispositions through the RAD program, so too are we analyzing the best way to approach PBRA versus PBV. The projects currently moving forward in our pipeline that are pursuing disposition through RAD, are assuming the use of PBV at this time. We are still considering our options and this is subject to change.

Q3 - The plan appears to show a net reduction in units for the 144 scattered site units to 100. The vast majority of these units are 3 or 4 bedrooms. Is the plan to issue vouchers to all residents, with replacement units only for 100 of the residents?

HACC Response: We are working with HUD on a strategy to address our scattered site portfolio through the Section 18 Disposition program. If HUD approves our concept and grants financing approvals through the Section 18 program, each household would receive a tenant-protection voucher (TPV). HUD will require a one to one (1:1) replacement of these units be demonstrated within our portfolio commensurate with bedroom size and unit number. We have a commitment to replace all of our public housing portfolio on a 1:1 level per HUDs requirements and additionally intend to more than double the amount of available affordable housing in the County overall.

Request: Please provide me a schedule by bedroom size of the initial contract rents along with any rental comparability study (RCS) for each of the projects slated for disposition.

HACC Response: Please see answer to questions 1 above.

Tom Cusack's Comment Section 3: Recommendations to Improve Transparency:

1. **Request:** Post voucher payment standards and rent reasonableness worksheet/Excel workbook on the website.
HACC's Response: The Housing Authority will work to get these posted as soon as possible. The Clackamas County website is in the process of a complete update, we will request that these items are added to the site ASAP.

2. **Request:** Issue updates to the Landlord newsletter (Last newsletter post is from winter 2017).
HACC's Response: The Housing Authority is aware there is a need for additional communication around housing needs and available resources and we are working on a variety of methods for increasing our communication with landlords and the community at large. A newsletter to landlords is something we are considering re-booting and we appreciate your recommendation.

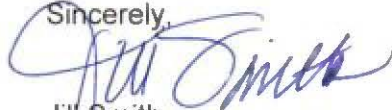
3. **Request:** Update housing search resources. The GO Section 8 website has few if any rentals in Lake Oswego. I suggest addition of ONEAPP website.
HACC Response: The Housing Authority will look into the ONEAPP website and any other options that would help tenants locate housing. At this time we encourage tenants to use multiple resources, which are on our website such as Go Section 8, Apartments.com, SeniorHousingNet and Walkscore. We are always receptive to new resources.

4. **Request:** Post the briefing package given to voucher holders and enlist a stakeholder group to make suggestions for improvement to get to a best practices standard. (I would be happy to participate in that group).
HACC Response: We will consider this request as we update the website, but the volume of paper information provided and constantly updated for Orientation Packets would be cumbersome to post. I agree that an interactive process with landlords to improve the understanding of the packet and rent calculations is necessary and we will move forward to provide additional and more transparent information.

5. **Request:** Annually post by city and zip code the number of vouchers in use in Clackamas County.
HACC Response: This can easily be provided on our website and we will consider this as we update our website.

We look forward to hearing from you and working with the City of Lake Oswego in the coming year, please feel free to contact me with additional questions or concerns. Your perspective is appreciated.

Sincerely,



Jill Smith
Executive Director
503-742-5336

Copy: Mayor Kent Studebaker and City Council
Scott Lazenby, City Manager
Gary Schmidt, Clackamas County Administrator
Richard Swift, Director, Health Housing and Human Services

Following the earlier of the end of the construction period identified in the HUD-approved Financing Plan or actual construction, the PHA will no longer be eligible to receive RAD Rehab Assistance Payments, and all units under contract will be eligible for payment only for occupied units or for vacancy payments, as applicable. MTW agencies may not alter this requirement.

- 9. HQS Inspections.** Under current regulations at 24 CFR § 983.103(b) a unit covered under a HAP Contract must be inspected and must meet HQS before assistance can be paid on behalf of a household. In addition, section 8(o)(8)(A) of the Act provides that HAP Contract units must be inspected to ensure compliance with HQS prior to payment of any assistance on behalf of a family. When Work is occurring under RAD, HUD requires that all units meet HQS no later than the date of completion of the Work as indicated in the RCC. Consequently, HUD is waiving and establishing an alternative requirement to 24 CFR § 983.103(b) and section 8(o)(8)(A) of the Act in such cases.
- 10. Floating Units.** For mixed-income Converting Projects where PHAs are currently exercising their discretion to allow subsidized units to float within a project redeveloped with funding under a Choice Neighborhoods Implementation or HOPE VI grant, or as part of a Mixed-Finance project, upon the request of the Voucher Agency that will administer the Covered Project, HUD will permit PBV assistance to float among units within the project having the same bedroom size. A unit to which assistance is floated must be comparable in condition to the unit it is replacing (i.e., the unit must be of the same quality and amenities as the unit it is replacing). Assistance may float from a Section 504 accessible unit only to another Section 504 accessible unit that has the same bedroom size and accessibility features. Units that float are not specifically designated under the HAP Contract. Therefore, the requirements in 24 CFR § 983.203(c) that the HAP Contract provide “the location of each contract unit” and “the area of each contract unit” are waived. Instead, the HAP Contract must specify the number and type of units in the property that are designated as RAD units, including any excepted units. From the time of the initial execution of the PBV RAD HAP Contract, the property must maintain the same number and type of RAD units, including the same number and type of Section 504 accessible units. Floating units are subject to all of the requirements in this Notice and the PBV regulations, including physical inspections, rent adjustments, and income-mixing requirements. The alternative requirements with respect to floating units do not apply to non-RAD PBV units.

C. PBV Resident Rights and Participation.

- 1. No Rescreening of Tenants upon Conversion.** Pursuant to the RAD Statute, at conversion, current households cannot be excluded from occupancy at the Covered Project based on any rescreening, income eligibility, or income targeting. With respect to occupancy in the Covered Project, current households in the Converting Project will be grandfathered for application of any eligibility criteria to conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion.³² Post-conversion, the tenure of all residents of the Covered Project is protected pursuant to PBV requirements regarding continued occupancy unless explicitly modified in this Notice (e.g., rent phase-in provisions). For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Thus, 24 CFR § 982.201, concerning eligibility and targeting of tenants for initial occupancy, will not apply for current households. Once the grandfathered household moves out, the unit must be leased to an eligible family. MTW agencies may not alter this requirement. Further, so as to facilitate the right to return to the assisted property, this provision shall apply to current public housing residents of the Converting Project that will reside in non-RAD PBV units or non-RAD PBRA units placed in a project that contain RAD PBV units or RAD PBRA units. Such families and such contract units will otherwise be subject to all requirements of the applicable program, specifically 24 CFR § 983 for non-RAD PBV units and the PBRA requirements governing the applicable contract for non-RAD PBRA units.³³
- 2. Right to Return.** See section 1.4.A.5(ii) and the RAD Fair Housing, Civil Rights, and Relocation Notice regarding a resident's right to return.
- 3. Renewal of Lease.** Since publication of the PIH Notice 2012-32 Rev 1, the regulations under 24 CFR part 983 have been amended requiring Project Owners to renew all leases upon lease expiration, unless cause exists. MTW agencies may not alter this requirement.
- 4. Phase-in of Tenant Rent Increases.** If a tenant's monthly rent increases by more than the greater of 10 percent or \$25 purely as a result of conversion, the rent increase will be phased in over 3 or 5 years. To implement this provision, HUD is specifying

³² These protections (as well as all protections in this Notice for current households) also apply when a household is relocated to facilitate new construction or repairs following conversion and subsequently returns to the Covered Project.

³³ For non-RAD PBV households, applicable program requirements includes the requirement that any admission to the project must be initially eligible for a HAP payment at admission to the program, which means their TTP may not exceed the gross rent for the unit at that time.

alternative requirements for section 3(a)(1) of the Act, as well as 24 CFR § 983.3 (definition of “total tenant payment” (TTP)) to the extent necessary to allow for the phase-in of tenant rent increases. A PHA must create a policy setting the length of the phase-in period at three years, five years or a combination depending on circumstances. For example, a PHA may create a policy that uses a three year phase-in for smaller increases in rent and a five year phase-in for larger increases in rent. This policy must be in place at conversion and may not be modified after conversion.

The method described below explains the set percentage-based phase-in a Project Owner must follow according to the phase-in period established. For purposes of this section “Calculated PBV TTP” refers to the TTP calculated in accordance with regulations at 24 CFR §5.628 and the “most recently paid TTP” refers to the TTP recorded on line 9j of the family’s most recent HUD Form 50058. If a family in a project converting from Public Housing to PBV was paying a flat rent immediately prior to conversion, the PHA should use the flat rent amount to calculate the phase-in amount for Year 1, as illustrated below.

Three Year Phase-in:

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 33% of difference between most recently paid TTP or flat rent and the Calculated PBV TTP
- Year 2: Year 2 Annual Recertification (AR) and any Interim Recertification (IR) prior to Year 3 AR – 50% of difference between most recently paid TTP and the Calculated PBV TTP
- Year 3: Year 3 AR and all subsequent recertifications – Full Calculated PBV TTP³⁴

Five Year Phase in:

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 20% of difference between most recently paid TTP or flat rent and the Calculated PBV TTP
- Year 2: Year 2 AR and any IR prior to Year 3 AR – 25% of difference between most recently paid TTP and the Calculated PBV TTP

³⁴ For example, where a resident’s most recently paid TTP is \$100, but the Calculated PBV TTP is \$200 and remains \$200 for the period of the resident’s occupancy, (i.e. no changes in income) the resident would continue to pay the same rent and utilities for which it was responsible prior to conversion. At the first recertification following conversion, the resident’s contribution would increase by 33% of \$100 to \$133. At the second AR, the resident’s contribution would increase by 50% of the \$66 differential to the standard TPP, increasing to \$166. At the third AR, the resident’s contribution would increase to \$200 and the resident would continue to pay the Calculated PBV TTP for the duration of their tenancy.

- Year 3: Year 3 AR and any IR prior to Year 4 AR – 33% of difference between most recently paid TTP and the Calculated PBV TTP
- Year 4: Year 4 AR and any IR prior to Year 5 AR – 50% of difference between most recently paid TTP and the Calculated PBV TTP
- Year 5 AR and all subsequent recertifications – Full Calculated PBV TTP

Please Note: In either the three year phase-in or the five-year phase-in, once the Calculated PBV TTP is equal to or less than the previous TTP, the phase-in ends and tenants will pay full TTP from that point forward. MTW agencies must also implement a three or five-year phase-in for impacted residents, but may alter the terms above as long as it establishes a written policy setting forth the alternative terms.

5. Family Self Sufficiency (FSS) and Resident Opportunities and Self Sufficiency Service Coordinator (ROSS-SC) programs. Public Housing residents that are currently FSS participants will continue to be eligible for FSS once their housing is converted under RAD. The PHA may continue to use any FSS funds already awarded to serve those FSS participants who live in units converted by RAD. At the completion of the FSS grant, PHAs should follow the normal closeout procedures outlined in the grant agreement. If the PHA continues to run an FSS program that serves PH and/or HCV participants, the PHA will continue to be eligible (subject to NOFA requirements) to apply for FSS funding and may use that funding to serve PH, HCV and/or PBRA participants in its FSS program. Due to the program merger between PH FSS and HCV FSS that took place pursuant to the FY14 Appropriations Act (and was continued in the subsequent Appropriation Acts), no special provisions are required to continue serving FSS participants that live in public housing units converting to PBV under RAD.

However, PHAs should note that there are certain FSS requirements (e.g., escrow calculation and escrow forfeitures) that apply differently depending on whether the FSS participant is a participant under the HCV program or a public housing resident, and PHAs must follow such requirements accordingly. All PHAs will be required to administer the FSS program in accordance with FSS regulations at 24 CFR part 984, the participants' contracts of participation, and the alternative requirements established in the "Waivers and Alternative Requirements for the FSS Program" Federal Register notice, published on December 29, 2014, at 79 FR 78100.³⁵ Further,

³⁵ The funding streams for the PH FSS Program and the HCV FSS Program were first merged pursuant to the FY 2014 appropriations act. As a result, PHAs can serve both PH residents and HCV participants, including PBV participants, with FSS funding awarded under the FY 2014 FSS Notice of Funding Availability (FSS NOFA) and

upon conversion to PBV, already escrowed funds for FSS participants shall be transferred into the HCV escrow account and be considered TBRA funds, thus reverting to the HAP account if forfeited by the FSS participant.

For information on FSS PIC reporting requirements for RAD conversions, see Notice PIH 2016-08 at <http://portal.hud.gov/hudportal/documents/huddoc?id=pih2016-08.pdf>.

Current ROSS-SC grantees will be able to finish out their current ROSS-SC grants once their housing is converted under RAD. However, once the property is converted, it will no longer be eligible to be counted towards the unit count for future ROSS-SC grants, nor will its residents be eligible to be served by future ROSS-SC grants, which, by statute, can only serve public housing residents. At the completion of the ROSS-SC grant, PHAs should follow the normal closeout procedures outlined in the grant agreement. Please note that ROSS-SC grantees may be a non-profit or local Resident Association and this consequence of a RAD conversion may impact those entities.

- 6. Resident Participation and Funding.** In accordance with Attachment 1B, residents of Covered Projects with assistance converted to PBV will have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment and be eligible for resident participation funding.
- 7. Resident Procedural Rights.** The following items must be incorporated into both the Section 8 Administrative Plan and the Project Owner's lease, which includes the required tenancy addendum, as appropriate. Evidence of such incorporation may be requested by HUD for purposes of monitoring the program.
 - i. Termination Notification.** HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects that convert assistance under RAD. In addition to the regulations at 24 CFR § 983.257 related to Project Owner termination of tenancy and eviction (which MTW agencies may not alter) the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease which shall be :
 - a. A reasonable period of time, but not to exceed 30 days:

any other NOFA under which the combination of funds remains in the applicable appropriations act. For PHAs that had managed both programs separately and now have a merged program, a conversion to PBV should not impact their FSS participants.

- ii. If the health or safety of other tenants, Project Owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - iii. In the event of any drug-related or violent criminal activity or any felony conviction;
 - b. Not less than 14 days in the case of nonpayment of rent; and
 - c. Not less than 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.
- ii. **Grievance Process.** Pursuant to requirements in the RAD Statute, HUD is establishing additional resident procedural rights to comply with section 6 of the Act.

For issues related to tenancy and termination of assistance, PBV program rules require the Project Owner to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will specify alternative requirements for 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, to require that:

- a. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi),³⁶ an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a Project Owner action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.
 - i. For any hearing required under 24 CFR § 982.555(a)(1)(i)-(vi), the contract administrator will perform the hearing, as is the current standard in the program. The hearing officer must be selected in accordance with 24 CFR § 982.555(e)(4)(i).
 - ii. For any additional hearings required under RAD, the Project Owner will perform the hearing.
- b. There is no right to an informal hearing for class grievances or to disputes between residents not involving the Project Owner or contract administrator.
- c. The Project Owner gives residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).

³⁶ § 982.555(a)(1)(iv) is not relevant to RAD as the tenant-based certificate program has been repealed.

- d. The Project Owner provides opportunity for an informal hearing before an eviction.

Current PBV program rules require that hearing procedures must be outlined in the PHA's Section 8 Administrative Plan.

- 8. Earned Income Disregard (EID).** Tenants who are employed and are currently receiving the EID exclusion at the time of conversion will continue to receive the EID after conversion, in accordance with regulations at 24 CFR § 5.617. Upon the expiration of the EID for such families, the rent adjustment shall not be subject to rent phase-in, as described in Section 1.6.C.4; instead, the rent will automatically rise to the appropriate rent level based upon tenant income at that time.

Under the Housing Choice Voucher program, the EID exclusion is limited only to persons with disabilities (24 CFR § 5.617(b)). In order to allow all tenants (including non-disabled persons) who are employed and currently receiving the EID at the time of conversion to continue to benefit from this exclusion in the PBV project, the provision in 24 CFR § 5.617(b) limiting EID to disabled persons is waived. The waiver, and resulting alternative requirement, apply only to tenants receiving the EID at the time of conversion. No other tenant (e.g., tenants that move into the property following conversion or tenants who at one time received the EID but are not receiving the EID exclusion at the time of conversion due to loss of employment) is covered by this waiver.

- 9. Jobs Plus.** Jobs Plus grantees awarded FY14 and future funds that convert the Jobs Plus target projects(s) under RAD will be able to finish out their Jobs Plus period of performance at that site unless significant relocation and/or change in building occupancy is planned. If either is planned at the Jobs Plus target project(s), HUD may allow for a modification of the Jobs Plus work plan or may, at the Secretary's discretion, choose to end the Jobs Plus program at that project.

- 10. When Total Tenant Payment Exceeds Gross Rent.** Under normal PBV rules, the PHA may select an occupied unit to be included under the PBV HAP Contract only if the unit's occupants are eligible for housing assistance payments (24 CFR § 983.53(c)). Also, a PHA must remove a unit from the contract when no assistance has been paid for 180 days because the family's TTP has risen to a level that is equal to or greater than the contract rent, plus any utility allowance, for the unit (i.e., the Gross Rent) (24 CFR § 983.258). Since the rent limitation under this Section of the Notice may result in a family's TTP equaling or exceeding the gross rent for the unit, for residents living in the Converting Project prior to conversion and who will return

to the Covered Project after conversion, HUD is waiving both of these provisions and requiring that the unit for such families be placed on and/or remain under the HAP Contract when TTP equals or exceeds the Gross Rent. Further, HUD is establishing the alternative requirement that until such time that the family's TTP falls below the gross rent, the rent to the owner for the unit will equal the lesser of (a) the family's TTP, less the Utility Allowance, or (b) any applicable maximum rent under LIHTC regulations. When the family's TTP falls below the gross rent, normal PBV rules shall apply. As necessary to implement this alternative provision, HUD is waiving the provisions of Section 8(o)(13)(H) of the Act and the implementing regulations at 24 CFR § 983.301 as modified by Section 1.6.B.5 of this Notice.³⁷ In such cases, the resident is considered a participant under the program and all of the family obligations and protections under RAD and PBV apply to the resident. Likewise, all requirements with respect to the unit, such as compliance with the HQS requirements, apply as long as the unit is under HAP Contract. The PHA is required to process these individuals through the Form 50058 submodule in PIC.

Following conversion, 24 CFR § 983.53(d) applies, and any new families referred to the RAD PBV project must be initially eligible for a HAP payment at admission to the program, which means their TTP may not exceed the gross rent for the unit at that time. Further, a PHA must remove a unit from the contract when no assistance has been paid for 180 days. If units are removed from the HAP contract because a new admission's TTP comes to equal or exceed the gross rent for the unit and if the project is fully assisted, HUD is imposing an alternative requirement that the PHA must reinstate the unit after the family has vacated the property. If the project is partially assisted, the PHA may substitute a different unit for the unit on the HAP contract in accordance with 24 CFR §983.207 or, where "floating" units have been permitted, Section 1.6.B.10 of this Notice.

11. Under-Occupied Unit. If a family is in an under-occupied unit under 24 CFR § 983.260 at the time of conversion, the family may remain in this unit until an appropriate-sized unit becomes available in the Covered Project. When an appropriate sized unit becomes available in the Covered Project, the family living in the under-occupied unit must move to the appropriate-sized unit within a reasonable period of time, as determined by the administering Voucher Agency. In order to allow the family to remain in the under-occupied unit until an appropriate-sized unit becomes

³⁷ For example, a public housing family residing in a property converting under RAD has a TTP of \$600. The property has an initial Contract Rent of \$500, with a \$50 Utility Allowance. Following conversion, the residents is still responsible for paying \$600 in tenant rent and utilities.

available in the Covered Project, 24 CFR § 983.260 is waived. MTW agencies may not modify this requirement.

D. PBV: Other Miscellaneous Provisions

- 1. Access to Records, Including Requests for Information Related to Evaluation of Demonstration.** PHAs and the Project Owner must cooperate with any reasonable HUD request for data to support program evaluation, including but not limited to project financial statements, operating data, Choice-Mobility utilization, and rehabilitation work. Please see Appendix IV for reporting units in Form HUD-50058.
- 2. Additional Monitoring Requirement.** The Owner must submit to the administering PHA and the PHA's Board must approve the operating budget for the Covered Project annually in accordance with HUD requirements.³⁸
- 3. Davis-Bacon Act and Section 3 of the Housing and Urban Development Act of 1968 (Section 3).** This section has been moved to 1.4.A.13 and 1.4.A.14.
- 4. Establishment of Waiting List.** 24 CFR § 983.251 sets out PBV program requirements related to establishing and maintaining a voucher-wide, PBV program-wide, or site-based waiting list from which residents for the Covered Project will be admitted. These provisions will apply unless the project is covered by a remedial order or agreement that specifies the type of waiting list and other waiting list policies. The PHA shall consider the best means to transition applicants from the current public housing waiting list, including:
 - i.** Transferring an existing site-based waiting list to a new site-based waiting list.
 - ii.** Transferring an existing site-based waiting list to a PBV program-wide or HCV program-wide waiting list.
 - iii.** Transferring an existing community-wide public housing waiting list to a PBV program-wide or HCV program-wide waiting list, an option particularly relevant for PHAs converting their entire portfolio under RAD.
 - iv.** Informing applicants on a community-wide public housing waiting list how to transfer their application to one or more newly created site-based waiting lists.

For any applicants on the public housing waiting list that are likely to be ineligible for admission to a Covered Project converting to PBV because the household's TTP is

³⁸ For PBV conversions that are not FHA-insured, a future HUD notice will describe project financial data that may be required to be submitted by a PBV owner for purposes of monitoring and evaluation, given that PBV projects do not submit annual financial statements to HUD/REAC.

likely to exceed the RAD gross rent, the PHA shall consider transferring such household, consistent with program requirements for administration of waiting lists, to the PHA's remaining public housing waiting list(s) or to another voucher waiting list, in addition to transferring such household to the waiting list for the Covered Project.

To the extent any wait list relies on the date and time of application, the applicants shall have priority on the wait list(s) to which their application was transferred in accordance with the date and time of their application to the original waiting list.

If the PHA is transferring assistance to another neighborhood and, as a result of the transfer of the waiting list, the applicant would only be eligible for a unit in a location which is materially different from the location to which the applicant applied, the PHA must notify applicants on the wait-list of the transfer of assistance, and on how they can apply for residency at other sites.

If using a site-based waiting list, PHAs shall establish a waiting list in accordance with 24 CFR § 903.7(b)(2)(ii)-(iv) to ensure that applicants on the PHA's public housing community-wide waiting list have been offered placement on the Covered Project's initial waiting list. In all cases, PHAs have the discretion to determine the most appropriate means of informing applicants on the public housing community-wide waiting list given the number of applicants, PHA resources, and admissions requirements of the projects being converted under RAD. A PHA may consider contacting every applicant on the public housing waiting list via direct mailing; advertising the availability of housing to the population that is less likely to apply, both minority and non-minority groups, through various forms of media (e.g., radio stations, posters, newspapers) within the marketing area; informing local non-profit entities and advocacy groups (e.g., disability rights groups); and conducting other outreach as appropriate. Any activities to contact applicants on the public housing waiting list must be conducted in accordance with the requirements for effective communication with persons with disabilities at 24 CFR § 8.6 and with the obligation to provide meaningful access for persons with limited English proficiency (LEP).³⁹

A PHA must maintain any site-based waiting list in accordance with all applicable civil rights and fair housing laws and regulations.

³⁹ For more information on serving persons with LEP, please see HUD's Final guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (72 FR 2732), published on January 22, 2007.

To implement this provision, HUD is specifying alternative requirements for 24 CFR § 983.251(c)(2). However, after the initial waiting list has been established, the PHA shall administer its waiting list for the Covered Project in accordance with 24 CFR § 983.251(c).

- 5. Mandatory Insurance Coverage.** The Covered Project shall maintain at all times commercially available property and liability insurance to protect the project from financial loss and, to the extent insurance proceeds permit, promptly restore, reconstruct, and/or repair any damaged or destroyed project property.
- 6. Agreement Waiver.** This section has been moved to 1.6.B.8.
- 7. Future Refinancing.** Project Owners must receive HUD approval for any refinancing or restructuring of secured debt during the HAP Contract term to ensure the financing is consistent with long-term preservation of the Covered Project. With respect to any financing contemplated at the time of conversion (including any permanent financing which is a conversion or take-out of construction financing), such consent may be evidenced through the RCC.
- 8. Administrative Fees for Public Housing Conversions During the Year of Conversion.** For the remainder of the Calendar Year in which the HAP Contract becomes effective (i.e., the “year of conversion”), RAD PBV projects will be funded with public housing funds. For example, if the project’s assistance converts effective July 1, 2015, the public housing ACC between the PHA and HUD will be amended to reflect the number of units under HAP Contract, but will be for zero dollars, and the RAD PBV HAP Contract will be funded with public housing money for July through December 2015. Since TBRA is not the source of funds, PHAs should not report leasing and expenses into VMS during this period, and PHAs will not receive section 8 administrative fee funding for converted units during this time.

PHAs operating HCV program typically receive administrative fees for units under a HAP Contract, consistent with recent appropriation act references to “section 8(q) of the [United States Housing Act of 1937] and related appropriations act provisions in effect immediately before the Quality Housing and Work Responsibility Act of 1998” and 24 CFR § 982.152(b). During the year of conversion mentioned in the preceding paragraph, these provisions are waived. PHAs will not receive Section 8 administrative fees for PBV RAD units during the year of conversion.

After the year of conversion, the Section 8 ACC will be amended to include Section 8 funding that corresponds to the units covered by the Section 8 ACC. At that time, the regular Section 8 administrative fee funding provisions will apply.

- 9. Choice-Mobility.** One of the key features of the PBV program is the mobility component, which provides that if the family has elected to terminate the assisted lease at any time after the first year of occupancy in accordance with program requirements, the PHA must offer the family the opportunity for continued tenant-based rental assistance, in the form of either assistance under the voucher program or other comparable tenant-based rental assistance.

If as a result of participation in RAD a significant percentage of the PHA's HCV program becomes PBV assistance, it is possible for most or all of a PHA's turnover vouchers to be used to assist those RAD PBV families who wish to exercise mobility. While HUD is committed to ensuring mobility remains a cornerstone of RAD policy, HUD recognizes that it remains important for the PHA to still be able to use tenant-based vouchers to address the specific housing needs and priorities of the community. Therefore, HUD is establishing an alternative requirement for PHAs where, as a result of RAD, the total number of PBV units (including RAD PBV units) under HAP Contract administered by the PHA exceeds 20 percent of the PHA's authorized units under its HCV ACC with HUD.

The alternative mobility policy provides that an eligible voucher agency would not be required to provide more than three-quarters of its turnover vouchers in any single year to the residents of Covered Projects. While a voucher agency is not required to establish a voucher inventory turnover cap, if such a cap is implemented, the voucher agency must create and maintain a waiting list in the order in which the requests from eligible households were received. In order to adopt this provision, this alternative mobility policy must be included in an eligible PHA's administrative plan.

To effectuate this provision, HUD is providing an alternative requirement to Section 8(o)(13)(E) of the Act and 24 CFR § 983.261(c). Please note that this alternative requirement does not apply to PBVs entered into outside of the context of RAD. MTW agencies may not alter this requirement.

- 10. Reserve for Replacement.** The Project Owner shall establish and maintain a replacement reserve in an interest-bearing account to aid in funding extraordinary maintenance and repair and replacement of capital items in accordance with applicable regulations. The reserve must be built up to and maintained at a level determined by HUD to be sufficient to meet projected requirements. For FHA

transactions, Replacement Reserves shall be maintained in accordance with the FHA Regulatory Agreement. For all other transactions, Replacement Reserves shall be maintained in a bank account or similar instrument, as approved by HUD, where funds will be held by the Project Owner or mortgagee and may be drawn from the reserve account and used subject to HUD guidelines.

1.7 **Special Provisions Affecting Conversions to PBRA**

Under the Demonstration, HUD has the authority to waive statutory and regulatory provisions governing the PBRA program, or to establish alternative requirements for the effective conversion of assistance. Additionally, the RAD Statute imposes certain unique requirements and authorizes HUD to establish requirements for converted assistance under the demonstration.

For public housing projects converting assistance to PBRA under the First Component of the Demonstration, 24 CFR part 880, Section 8 Housing Assistance Payments Program for New Construction and applicable standing and subsequent Office of Housing guidance⁴⁰ will apply, except for the provisions listed below. These “special” provisions are grouped into three categories: Contract Terms, Resident Rights and Participation, and Other Miscellaneous Provisions. Where applicable, reference is made to the affected statute and/or regulation. For additional background purposes, HUD has provided Appendix I, which is a copy of the existing 24 CFR part 880 regulation with the provisions stricken that will not apply to Covered Projects. Additionally, Appendix II includes the specific provisions of the Act that are inapplicable to PBRA conversions. Finally, Appendix III includes the site and neighborhood standards that apply to PBRA.

A. PBRA Contract Terms.

- 1. Length of Contract.** Covered Projects shall have an initial HAP term of 20 years. To implement this provision, HUD is specifying alternative requirements for section 8(d)(2)(A) of the Act, which establishes a maximum term of 15 years for “an existing structure.” Additionally, 24 CFR § 880.502, which imposes maximum contract terms for New Construction projects consistent with statutory authority that was repealed in 1983, does not apply.

- 2. Mandatory Contract Renewal.** Section 524 of MAHRAA and 24 CFR part 402 currently govern renewals of expiring or terminating project-based section 8 HAP Contracts and, in general, require HUD to renew such contracts “at the request of the

⁴⁰ Examples of Office of Housing guidance include handbooks such as “Occupancy Requirements of Subsidized Multifamily Housing Programs” (4350.3) and “Multifamily Asset Management and Project Servicing” (4350.1). Future changes to part 880 would apply to RAD as long as the future changes are not provisions that have been stricken in the final Notice.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-8000

ASSISTANT SECRETARY FOR HOUSING-
FEDERAL HOUSING COMMISSIONER

Special Attention of:

Public Housing Agencies
Public Housing Hub Office Directors
Public Housing Program Center Directors
Regional Directors
Field Office Directors
RAD Transaction Managers

Notice H 2014-09
PIH 2014-17

Issued: July 14, 2014

This notice remains in effect until amended,
superseded, or rescinded.

Cross Reference: PIH Notice 2012-32 (HA)
REV 1

Subject: Relocation Requirements under the Rental Assistance Demonstration (RAD) Program, Public Housing in the First Component

1. Purpose

This Notice provides public housing agencies (PHAs)¹ and their partners with information and resources on applicable program and relocation assistance requirements when planning for or implementing resident moves as a result of a **Rental Assistance Demonstration (RAD)** conversion² under the first component of the demonstration.³ This Notice provides guidance on RAD relocation requirements and requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA), as they relate to the public housing conversion process under the first component.⁴

¹ This Notice always uses the term “PHA” to refer to the owner of the project prior to and after the RAD conversion, even though, in some cases, the owner of the converted RAD project may be another public entity, a non-profit organization, or other owner (e.g., low-income housing tax credit owner). In addition, this Notice uses “PHA” to refer to the “displacing agency,” a URA term that means the agency or person that carries out a program or project, which will cause a resident to become a displaced person. Projects vary and, for any specific task described in this Notice, may require substituting in a reference to a party that is more appropriate for a specific project.

² The content of this Notice should not be relied upon in carrying out any other activities funded under any other HUD program, except where specifically directed by HUD.

³ The “first component” of RAD allows public housing and Moderate Rehabilitation properties to convert assistance; the “second component” refers to conversion of Rent Supplement, Rental Assistance Payment, and Moderate Rehabilitation properties upon contract expiration or termination.

⁴ Relocation concerns and URA requirements apply to both components of RAD. This notice provides guidance only as to the first component.

Relocation assistance provided pursuant to public housing and RAD requirements is broader than URA relocation assistance requirements. Not all specific situations requiring relocation under RAD may trigger URA assistance requirements. In addition, whereas all qualifying residents⁵ of a converting public housing project are eligible for relocation assistance under RAD, some residents or household members may not meet the statutory and regulatory requirements for eligibility under URA. This Notice supersedes PIH Notice 2012-32 (HA), REV-1, with respect to relocation matters. This Notice also specifically addresses when relocation may begin (see Section 9 below). As necessary, the Department will issue additional guidance on relocation issues and requirements as they relate to RAD.

2. Background

RAD allows public housing properties to convert assistance to long-term project-based Section 8 contracts. In many cases, a RAD project may require relocation of residents when properties undergo repairs, are demolished and rebuilt, or when the assistance is transferred to another site. PIH Notice 2012-32 REV-1 (see also FR Notice 5630-N-05, 78 FR 39759-39763 (July 2, 2013)) details RAD program requirements.

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA) is a federal law that establishes minimum standards for federally-funded programs and projects that include the acquisition of real property (real estate) and/or displace persons from their homes, businesses, or farms as a result of acquisition, rehabilitation, or demolition of real property.⁶ The URA will apply to acquisitions of real property and relocation of persons from real property that occurs as a direct result of acquisition, rehabilitation, or demolition for a project that involves conversion of assistance to Project-Based Voucher (PBV) or Project-Based Rental Assistance (PBRA) programs under RAD.

Additionally, all relocation conducted as part of a RAD conversion and all relocation assistance provided under URA must be consistent with applicable fair housing and civil rights laws, including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973.

Because each RAD proposal varies in its scope, this Notice may not address each PHA's specific circumstances. RAD PHAs and participants should carefully review the regulations, notices, and guidance material referenced in this Notice. Any questions related to the applicability of these requirements should be referred to the RAD Transaction Managers (TM) or may be emailed to rad@hud.gov.

3. Applicable Legal Authorities

⁵ The term "resident" as used in this Notice refers to eligible resident families of public housing residing in a property applying for participation in RAD or a property that undergoes a conversion of assistance through RAD.

⁶ HUD Handbook 1378 (Tenant Assistance, Relocation, and Real Property Acquisition), available at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/library/relocation/policyandguidance/handbook1378.

- RAD: Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55, approved November 18, 2011), with the implementing PIH Notice 2012-32, REV-1
- URA statute and implementing regulations: 49 CFR part 24
- FHEO: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Fair Housing Act
- Section 104(d) of the Housing and Community Development Act of 1974, statute and implementing regulations (if CDBG and/or HOME funds are used): 24 CFR part 42, subpart C

4. Relocation Planning

If there is a possibility that residents will be relocated as a result of acquisition, demolition, or rehabilitation for a project converting under RAD, PHAs must undertake a planning process in conformance with URA in order to minimize the adverse impact of relocation (49 CFR 24.205(a)).

While a written Relocation Plan is not a requirement under RAD or URA, the Department strongly encourages PHAs to prepare a written Relocation Plan, both to establish their relocation process and to communicate this process consistently and effectively to all relevant stakeholders. Appendix 1 contains recommended elements of a Relocation Plan.

The following presents a general sequencing of relocation planning activities within the RAD milestones:

Stage	Activities
1. Prior to submission of RAD application	<ul style="list-style-type: none"> • Determine potential need for relocation • Meet with residents to discuss plans, communicate right to return, and solicit feedback • Provide <i>General Information Notice</i> (GIN) to residents • Survey residents to prepare Relocation Plan and relocation process cost estimate
2. After receipt of the Commitment to Enter into a HAP Contract (CHAP) Award	<ul style="list-style-type: none"> • Prepare Significant Amendment to PHA Plan • Assess and refine need for relocation • Develop a Relocation Plan (See Appendix 1 for recommended content) • Identify relocation housing options
3. Preparing Financing Plan (due to RAD Transaction Manager no later than 180 days following	<ul style="list-style-type: none"> • Budget for relocation expenses • Submit FHEO Accessibility & Relocation checklist (PHAs may submit Relocation Plan along with checklist)

Stage	Activities
CHAP award)	
4. Receipt of RAD Conversion Commitment (RCC)	<ul style="list-style-type: none"> • The date of issuance of the HUD RCC marks the date of “Initiation of Negotiations” (ION), as defined in the URA (49 CFR 24.2(a)(15)) • Provide residents with appropriate notice informing them if they will be relocated and any associated relocation assistance • Meet with residents to describe approved conversion plans and discuss required relocation
5. Closing/RAD conversion	<ul style="list-style-type: none"> • Generally, resident relocation should not begin until after the date of closing/conversion of assistance under RAD • PHAs must adhere to notification requirements (described in Paragraph 8 of this Notice): generally, a minimum of 30 days for residents to be temporarily relocated for up to a year, and 90 days for permanent relocation • PHAs seeking to move residents prior to closing must receive prior approval from HUD as described in Paragraph 9 of this Notice

5. Resident Right to Return

RAD program rules prohibit the permanent involuntary relocation of residents as a result of conversion. Residents that are temporarily relocated retain the right to return to the project once it has been completed and is in decent, safe, and sanitary conditions.⁷ The period during which residents may need to be temporarily relocated is determined by the period of rehabilitation or construction, which will be specific to each project.

If proposed plans for a project would preclude a resident from returning to the RAD project, the resident must be given an opportunity to comment and/or object to such plans. If the resident objects to such plans, the PHA must alter the project plans to accommodate the resident in the converted project. If a resident agrees to such plans, the PHA must secure informed, written consent from the resident to receive permanent relocation assistance and payments consistent with URA and acknowledge that acceptance of such assistance terminates the resident’s right to return to the project. In obtaining this consent, PHAs must inform residents of their right to return, potential relocation, and temporary and permanent housing options at least 30 days before residents must make a decision. The PHA cannot employ any tactics to pressure residents into

⁷ Where the transfer of assistance to a new site is approved, residents of the converting project will have the right to reside in an assisted unit at the new site once rehabilitation or new construction is complete.

relinquishing their right to return or accepting permanent relocation assistance and payments.⁸ A PHA may not terminate a resident's lease if it fails to obtain this consent.

PHAs must keep documentation of such information provided to residents and such consent by residents. While HUD does not require PHAs to submit documentation of obtaining this consent, PHAs and participants must properly brief residents on their housing and relocation options and must keep auditable written records of such consultation and decisions. HUD may request this documentation during a review of the FHEO Relocation and Accessibility Checklist or if relocation concerns arise.

Examples of project plans that may preclude a resident from returning to the converted RAD project include, but are not limited to:

- Changes in bedroom distribution (i.e. when larger units will be replaced with smaller units such that current residents would become under-housed or when smaller units will be replaced with larger units such that current residents would become over-housed);
- Where a PHA is reducing the number of assisted units at a property by a de minimis amount⁹, but those units are occupied by assisted residents; or
- The reconfiguration of efficiency apartments, or the repurposing of dwelling units in order to facilitate social service delivery.

In all scenarios where residents voluntarily accept permanent relocation to accommodate project plans, these residents are eligible for permanent relocation assistance and payments under URA. If a resident accepts permanent relocation assistance, the resident surrenders his or her right to return to the completed project.

6. Relocation Assistance

Under RAD, relocation assistance may vary depending on the length of time relocation is required.¹⁰

- a. In instances when the PHA anticipates that a resident will be relocated for more than a year, the PHA must offer the resident the choice of:
 - Permanent relocation assistance and payments at URA levels; or
 - Temporary relocation assistance, including temporary housing, while the resident retains his or her right to return and reimbursement for all reasonable out-of-pocket expenses associated with the temporary relocation.

⁸ Persons with disabilities returning to the RAD project may not be turned away or placed on a waiting list due to a lack of accessible units. Their accessibility needs must be accommodated.

⁹ A reduction in total number of assisted units at RAD project of 5% or less. (Section 1.5.B of PIH 2012-32 REV-1)

¹⁰ Some residents may not qualify for relocation assistance under URA. A nonexclusive listing of persons who do not qualify as displaced persons under URA is at 49 CFR 24.2(a)(9)(ii). See also, Paragraph 1-4(J) of HUD Handbook 1378.

The PHA must give the resident no less than 30 days to decide between permanent and temporary relocation assistance. If the resident elects to permanently relocate with assistance at URA levels, the PHA must inform the resident that his or her acceptance of permanent relocation assistance terminates the resident's right to return to the completed RAD project.

- b. In instances when a resident elects temporary relocation assistance and reoccupies a unit in the completed project within one year, the resident need not be offered permanent relocation assistance pursuant to URA.

Great care must be exercised to ensure that residents are treated fairly and equitably. If a resident is required to relocate temporarily in connection with the project, his or her temporarily occupied housing must be decent, safe, and sanitary and the resident must be reimbursed for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation. These expenses include, but are not limited to, moving expenses and increased housing costs during the temporary relocation.

- c. In the event that a resident elects to receive temporary relocation assistance and the temporary relocation exceeds one year, the resident becomes eligible for all permanent relocation assistance and payments under URA. (This assistance would be in addition to any assistance the person has already received for temporary relocation, and may not be reduced by the amount of any temporary relocation assistance.) In such event, the PHA shall give the resident the opportunity to choose to remain temporarily relocated for an agreed-to period (based on new information about when they can return to the completed RAD unit), or choose to permanently relocate with URA assistance.

PHAs may not propose or request that a displaced person waive rights or entitlements to relocation assistance under the URA. If the resident elects to permanently relocate with URA assistance, the PHA must inform the person that the person's acceptance of URA relocation assistance to permanently relocate will terminate the person's right to return to the completed RAD project. Conversely, unless and until the resident elects to be permanently relocated, the resident may remain temporarily relocated with a right to return to the completed project.

7. Initiation of Negotiations (ION) Date

Eligibility for URA relocation assistance is generally effective on the date of initiation of negotiations (ION) (49 CFR 24.2(a)(15)). For RAD projects, the ION date is the date of the issuance of the RAD Conversion Commitment (RCC).

8. Resident Notification

When a project converting under RAD will include relocation of residents, notice must be provided to those resident households. For each notice listed below, one notice shall be given to each resident household. The purpose of these notifications is to ensure that residents are

informed of their potential rights and the relocation assistance available to them. During initial meetings with residents about RAD and in subsequent communications with residents related to relocation, the PHA should inform residents that if they choose to move after receiving a written GIN, but prior to receiving a RAD Notice of Relocation, they may jeopardize their eligibility for relocation assistance. However, PHAs should note that a resident move undertaken as a direct result of the project may still require relocation assistance and the resident may be eligible to receive permanent relocation assistance under the URA even though the PHA has not yet issued notices.

a. *General Information Notice* (49 CFR 24.203(a) & Handbook 1378, Paragraph 2-3(B))

As soon as feasible in the planning process, the PHA must provide each resident with a written GIN (see sample in Appendix 2) to provide a general description of the project, the activities planned, and the relocation assistance that may become available. URA regulations state that the GIN should be provided *as soon as feasible*. Under RAD, PHAs must provide GINs during the initial RAD resident meetings, before submitting a RAD application. GINs must do at least the following:

- Inform the resident that he or she may be displaced for the project and generally describe the relocation payment(s) for which the resident may be eligible, the basic conditions of eligibility, and the procedures for obtaining the payment(s);
- Inform the resident that he or she will be given reasonable relocation advisory services, including referrals to replacement properties, help in filing payment claims, and other necessary assistance to help the resident successfully relocate;
- Inform the resident that, if he or she qualifies for relocation assistance as a displaced person under the URA, he or she will not be required to move without at least 90 days advance written notice, and inform any person to be displaced from a dwelling that he or she cannot be required to move permanently unless at least one comparable replacement dwelling has been made available;
- Inform the resident that any person who is an alien not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child (see 49 CFR 24.208(h) for additional information); and
- Describe the resident's right to appeal the PHA's determination as to a person's eligibility for URA assistance.

b. *RAD Notice of Relocation*

If a resident will be relocated to facilitate the RAD conversion, the PHA shall provide notice of such relocation (RAD Notice of Relocation). The PHA shall issue this notice upon the PHA's receipt of the RCC from HUD, which is the ION date.

If residents will not be relocated, notice of relocation is not required, but the PHA should

notify them that they are not being relocated.¹¹

The RAD Notice of Relocation must conform to the following requirements:

- The notice must state the anticipated duration of the resident’s relocation.
- PHAs must provide this notice a minimum of 30 days prior to relocation to residents who will be temporarily relocated.¹² Longer notice may be appropriate for persons who will be relocated for an extended period of time (over 6 months), or if necessary due to personal needs or circumstances.
- Residents whose temporary relocation is anticipated to exceed one year must be informed that they will have no less than 30 days to elect temporary or permanent relocation as described in Section 6 of this Notice. When timing is critical for project completion, the 30-day decision period can run concurrently with the 30-day notice period for temporary relocation and with the 90-day period for permanent relocation if the PHA makes available comparable replacement dwellings consistent with 24.204(a).
- Residents who will be permanently relocated must receive written notice a minimum of 90 days prior to relocation. This 90-day time period may only begin once the PHA has made available at least one comparable replacement dwelling consistent with 49 CFR 24.204(a).¹³
- The notice must describe the available relocation assistance, the estimated amount of assistance based on the individual circumstances and needs, and the procedures for obtaining the assistance. The notice must be specific to the resident and his or her situation so that the resident will have a clear understanding of the type and amount of payments and/or other assistance the resident household may be entitled to claim.
- The notice must explain the reasonable terms and conditions under which the resident may continue to lease and occupy a unit in the completed project.
- The notice must state that the PHA will reimburse the resident for all reasonable out-of-pocket expenses incurred in connection with any temporary move. These expenses include, but are not limited to, moving expenses and increased housing costs (rent, utilities, etc.).

c. Notice of Intent to Acquire (49 CFR 24.203(d))

¹¹ HUD policy generally requires a “notice of non-displacement” in certain instances; the RAD program does not require this notice. Although the scope of this notice is limited to guidance for projects requiring relocation, PHAs should note, however, that there may be notification requirements for projects that do not involve relocation. The RAD conversion will terminate the resident’s public housing lease and commence a PBV or PBRA lease, even when there is no relocation required. In such instances, state law may impose certain notification requirements. In addition, public housing regulations generally require 30 days’ notice prior to lease termination. PHAs are encouraged to review public housing requirements set forth in 24 CFR parts 5 and 966.

¹² HUD may approve shorter notice periods based on an urgent need due to danger, health, or safety issues or if the person will be temporarily relocated for only a short period.

¹³ PHAs should note that URA regulations also require, where possible, that three or more comparable replacement dwellings be made available before a resident is required to move from his or her unit.

For RAD projects involving acquisition, residents may be provided with a notice of intent to acquire (“*Notice of Intent to Acquire*”) prior to the ION date with HUD’s prior approval. Once the Notice of Intent to Acquire is provided, a resident’s eligibility for relocation assistance and payments is established. Therefore, the RAD Notice of Relocation must be provided in conjunction with or after the Notice of Intent to Acquire. A RAD Notice of Relocation would not otherwise be sent prior to the ION date.

Since residents who accept permanent relocation must receive 90 days advanced written notice prior to being required to move, providing residents the Notice of Intent to Acquire and RAD Notice of Relocation prior to the ION date may be necessary to provide sufficient notice of relocation to a resident in instances where there may not be 90 days between the issuance of the RCC (ION date) and the anticipated closing date. This allows the PHA to issue the notice earlier so that relocation may begin upon closing. This allows program participants to conduct orderly relocation upon closing, minimize adverse impacts on displaced persons, and to expedite project advancement and completion.¹⁴

- d. *URA Notice of Relocation Eligibility – for residents whose temporary relocation exceeds one year* (49 CFR 24.203(b) & Handbook 1378, Paragraph 2-3(C))

After a resident has been temporarily relocated for one year, the PHA must provide a notice of relocation eligibility in accordance with URA requirements (“*Notice of Relocation Eligibility*”). This notice is not required if the resident has already accepted permanent relocation assistance.

The Notice of Relocation Eligibility must conform to URA requirements as set forth in 49 CFR Part 24, to HUD Handbook 1378 and to the following requirements:

- The PHA must provide updated information as to when it is anticipated that the resident will be able to return to the completed project.
- The resident may choose to remain temporarily relocated based upon such updated information or may choose to accept permanent URA relocation assistance in lieu of exercising the right to return.
- If the resident chooses to accept permanent URA relocation assistance and such assistance requires that the resident move, the URA requires such resident to receive 90 days advance written notice of the earliest date they will be required to move (i.e., 90-Day Notice, 49 CFR 24.203(c)). The PHA should be mindful that the 90-day time period may only begin once the PHA has made available at least one “comparable replacement dwellings” as set forth in 49 CFR 24.204(a).

9. Initiation of Relocation

¹⁴ PHAs and program participants should note that, in most instances, it will be most appropriate for the acquiring entity to send this notice.

Unless otherwise approved by HUD, relocation may not begin until the date of closing of the RAD transaction and recordation of the RAD Use Agreement. PHAs must provide residents being temporarily relocated at least 30 days advance written notice of the required move. PHAs must give residents being permanently relocated at least 90 days advance written notice of the required move. This means PHAs are advised to plan carefully to account for this 30-day or 90-day notice period to ensure the closing is not delayed.

However, HUD is aware that, in rare cases, some project plans necessitate relocation prior to closing. With prior HUD approval, for projects involving acquisition, PHAs may relocate residents prior to the closing date subject to public housing requirements (see 24 CFR part 5 and 24 CFR 966). PHAs must contact their assigned RAD transaction manager (TM) to discuss plans as early as possible in the process to ensure compliance with all RAD and URA requirements.

If relocation prior to closing is desired, PHAs should submit to the TM the following information, as early as possible in the process:

- A written request for relocation prior to closing. The request must include justification of why the early relocation is necessary for the viability of the RAD transaction. Justification may include the presence of outside financing, such as Low Income Housing Tax Credit (LIHTC) awards, if the PHA can show that early relocation is necessary to meet critical LIHTC deadlines.
- FHEO Accessibility and Relocation Checklist.
- Evidence of intent to comply with public housing requirements, as applicable. Generally, public housing regulations require public housing residents to receive 30 days' notice prior to relocation and that such notice either be published in the PHA's admissions and continued occupancy policies (ACOP) or published elsewhere at least 30 days prior to receipt of such notice (24 CFR parts 5 and 966).

When seeking to relocate residents prior to closing, submission of this request as early as possible is preferred, prior to the 180-day Financing Plan milestone if possible (with Financing Plan submission following the request).

HUD reserves the right to request additional follow-up information, including a Relocation Plan and related budget, prior to approving such requests. PHAs must receive written HUD approval before beginning relocation of residents prior to closing.

Early planning and submission of the Financing Plan and FHEO checklist to HUD will ensure the PHA has built in the 30- or 90-day notice period prior to initiating relocation.

10. Fair Housing and Civil Rights Requirements

PHAs must comply with all applicable fair housing and civil rights laws, including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, when conducting relocation planning and providing relocation assistance. Further, communication must be provided in a manner that is effective for persons

with disabilities (24 CFR 8.6) and for person who are Limited English Proficient (see 72 FR 2732). This section discusses some of the PHA's obligations under these laws and regulations. However, the applicability of civil rights laws is not limited to the activities discussed in this section. PHAs conducting relocation activities should familiarize themselves with applicable civil rights statutes, regulations, and guidance, including but not limited to, those listed at the end of this section.

- **Effective Communication for Persons with Disabilities:** Communications and materials must be provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities consistent with Section 504 of the Rehabilitation Act of 1973 (24 CFR 8.6), and as applicable, the Americans with Disabilities Act; and for persons who are limited English proficient (*see* 72 Fed Reg 2732). This includes ensuring that training materials are in appropriate alternative formats as needed, e.g., Braille, audio, large type, assistive listening devices, and sign language interpreters.
- **Accessible Meeting Facilities for Persons with Disabilities:** When holding public meetings, PHAs must give priority to methods that provide physical access to individuals with disabilities, i.e., holding the meetings, workshops, and briefings or any other type of meeting in an accessible location, in accordance with the regulations implementing Section 504 of the Rehabilitation Act of 1973 and Titles II and III of the Americans with Disabilities Act of 1990, as applicable. All programs and activities must be held in accessible locations unless doing so would result in an undue financial and administrative burden, in which case the PHA must take any action that would not result in such an alteration or such burden but would nevertheless ensure that individuals with disabilities receive the benefits and services of the program or activity, e.g., briefings at an alternate accessible, in-home briefing. Individuals with disabilities must receive services in the most integrated setting appropriate to their needs. The most integrated setting appropriate to the needs of qualified individuals with disabilities is a setting that enables individuals with disabilities to interact with nondisabled person to the fullest extent possible (28 CFR part 35, appendix B).
- **Meaningful Access for Persons with Limited English Proficiency (LEP):** PHAs must provide meaningful access to programs and activities for persons who have a limited ability to read, speak, or understand English. Any person with LEP who will be temporarily relocated or permanently displaced must have meaningful access to any public meetings regarding the project. In addition, any information provided to residents including, but not limited to, any notices required under the URA, should be provided in the appropriate language to persons with LEP. Generally, PHAs will be responsible for providing oral interpreters at meetings, including ensuring their competence, and covering any associated translation and interpretation costs.
- URA requires that PHAs provide persons who are unable to read or understand the notices, such as persons with disabilities or persons with LEP, with appropriate translation and counseling to ensure that they understand their rights and responsibilities and the assistance available to them (49 CFR 24.5). URA also requires that each notice indicate the name and telephone number of a person to contact with questions or for other

needed help (49 CFR 24.5). This notice should include the number for the telecommunication device for the deaf (TDD) or other appropriate communication device, if applicable (24 CFR 8.6(a)(2)).

- **Comparable Housing for Persons with Disabilities:** PHAs should identify the accessibility needs of residents to be relocated by consulting existing information (e.g., tenant characteristics forms, including identification of the need for accessible unit features; records of approved reasonable accommodations, and records of the presence of accessible unit features). For guidance on providing relocation assistance to persons with disabilities, see Exhibit 3-1 in HUD Handbook 1378.
- **Advisory Services:** PHAs should determine the advisory services that will be necessary to ensure a successful relocation program consistent with 49 CFR 24.205(c). Such advisory services may include housing counseling that should be facilitated to ensure that residents affected by the project understand their rights and responsibilities and the assistance available to them (49 CFR 24.205(c)). Advisory counseling must also inform residents of their fair housing rights and be carried out in a manner that satisfies the requirements of Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and Executive Order 11063 (49 CFR 24.205(c)(1)). In addition, PHAs should inform residents that if they believe they have experienced unlawful discrimination, they may contact HUD at 1-800669-9777 (Voice) or 1-800-927-9275 (TDD) or at <http://www.hud.gov>.

Fair Housing References:

- Section 504 of the Rehabilitation Act of 1973
 - Regulations: 24 CFR part 8
 - Fair Housing Act Regulations: 24 CFR part 100
 - Title VI of the Civil Rights Act of 1964
 - Regulations: 24 CFR part 1
 - Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (LEP Guidance) (72 FR 2732)
 - Exhibit 3-1 Compliance with Section 504 of the Rehabilitation Act in HUD Handbook 1378 (Tenant Assistance Relocation and Real Property Acquisition)
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11. Other Requirements

a. **Public Housing Program Compliance**

PHAs should note that public housing resident provisions related to occupancy and termination, including grievances and related hearings, will remain in effect until the execution of the new PBV or PBRA Housing Assistance Payment (HAP) contract.

b. **Evictions for Cause**

If the PHA determines that a resident was evicted in accordance with applicable state and local law for serious or repeated violation of material terms of the lease, and the eviction was not undertaken for the purpose of evading the obligation to make available URA payments and other assistance, the resident is not entitled to relocation payments and assistance under the URA (49 CFR 24.206).

Jemine A. Bryon
General Deputy Assistant Secretary
for Public and Indian Housing

Carol J. Galante, Assistant Secretary for
Housing-Federal Housing Commissioner

APPENDICES

Appendix 1

Recommended Relocation Plan Contents

Appendix 2

Sample RAD General Information Notice (GIN)

Appendix 3

Sample RAD Notice of Relocation (for relocation anticipated for a year or less)

Appendix 4

Sample RAD Notice of Relocation (for relocation anticipated for more than a year)

Appendix 5

Sample Notice of Eligibility for URA Relocation Assistance (for residents who have been temporarily relocated for more than a year)

Appendix 1: RECOMMENDED RELOCATION PLAN CONTENTS

While written Relocation Plans are not required under RAD or URA, the Department strongly encourages PHAs to document their relocation planning process and procedures in a written Relocation Plan. The following provides suggested content for Relocation Plans.

I. Project Summary

The Relocation Plan should provide a general description of and purpose for the project (e.g., year built, location, number of units, configuration, occupancy information, and funding sources).

The basic components of a plan include:

- A general description of the project and the site, including acquisition, demolition, rehabilitation, and construction activities and funding sources;
- A detailed discussion of the specific steps to be taken to minimize the adverse impacts of relocation, including when transferring the assistance to a new site;
- Information on occupancy (including the number of residents, residential owner-occupants and non-residential occupants, if any, to be permanently or temporarily relocated);
- Information on relocation needs and costs (including the number of residents who plan to relocate with Section 8 assistance);
- General moving assistance information;
- Temporary move assistance (including information on the duration of temporary moves);
- Permanent move assistance; and
- Appeals process.

II. Resident Return and Re-occupancy Policies

For residents that will be temporarily relocated, the plan should include the criteria that will be used to determine the priority for residents to re-occupy units at the project after rehabilitation, demolition, and/or construction is completed. For example, if units will come online in stages, the plan should outline how the PHA will determine when each resident will return to the project. PHAs should ensure that any written return or re-occupancy policy is compliant with related RAD requirements, such as the right-to-return policy and the “no re-screening upon conversion” policy, as described in the RAD Notice.

III. Summary of Moving Costs

The plan should include a summary of moving costs, identified by move types, including the following:

Temporary Moves

- Number of and cost amount for two-way moves (i.e., a move to another unit and then a return move) within the same building/complex.
- Number of and cost amount for two-way moves to a unit not in the same building/complex, carried out by the PHA.
- Number of and cost amount for two-way moves to a unit not in the same building/complex not carried out by the PHA.

Permanent Moves

- Number of and cost amount for one-time moves into another unit in the same building/complex.¹⁵
- Number of and cost amount for one permanent move to a unit not within the same building/complex, carried out by the PHA.
PHAs should note that if a residential move is carried out by the PHA at no cost to the resident, this per-household estimate must include the required dislocation allowance (currently \$100). The URA Fixed Residential Moving Cost Schedule lists the most current dislocation allowance:
http://www.fhwa.dot.gov/real_estate/practitioners/uniform_act/relocation/moving_cost_schedule.cfm
- Number of and cost amount for one permanent move to a unit not within the same building/complex that is not carried out by the PHA.

IV. Temporary Relocation Assistance

The PHA will assist residents who are required to move temporarily. At the Initiation of Negotiations (ION), the PHA will send a RAD Notice of Relocation to residents who will be relocated. Appendices 3 and 4 of this Notice contain sample RAD Notices of Relocation to be provided to residents that will be temporarily relocated.

The plan should detail the temporary relocation assistance the PHA will provide for residents (Paragraph 2-7 of HUD Handbook 1378). This assistance includes:

- Temporary Housing - The PHA will provide temporary housing that is decent, safe, and sanitary on a nondiscriminatory basis for residents who are relocated temporarily. The PHA will also pay for reasonable increased housing costs that the resident incurs in connection with the temporary relocation.

NOTE: If a resident's relocation exceeds one year, the PHA must then issue a *Notice of Relocation Eligibility* (49 CFR 24.203(b)) to the resident and offer the resident permanent

¹⁵ A resident who moved to another unit in the same building/complex may be considered a displaced person under URA if the resident moves from the building/complex permanently and was not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move within the same building/complex and/or if other conditions of the move within the building/complex were not reasonable.

relocation assistance and payments at URA levels. The PHA must provide this notice to affected residents as soon as the temporary relocation exceeds one year.

- Packing and Moving Assistance - Since most residents prefer to pack their own personal possessions and items of value, they should be provided packing instructions, boxes, markers, and tape for the move. If assistance in packing is needed, the PHA should provide the resident with information on how to request this assistance. The PHA is responsible for covering all reasonable moving expenses incurred in connection with temporarily relocating a resident. The PHA may reimburse the resident's out-of-pocket moving expenses and/or directly carry out the move.
- Payment for Temporary Relocation Moving Expenses - The plan should also indicate how the PHA intends to provide or reimburse for moving services and expenses. The PHA can choose to do one or more of the following:
 - Undertake the moves itself, using force account labor or a moving company; – Use PHA's contractor or moving company;
 - Carry out moves with employees of the PHA;
 - Reimburse residents for all actual and reasonable moving costs.

NOTE: The PHA will not make fixed payments since such payments may not be representative of actual reasonable costs incurred. However, in order for a resident to be sure of full reimbursement, the resident should submit a moving cost estimate to the PHA for approval prior to the move unless the PHA is directly carrying out the move and the resident will not incur any reasonable out-of-pocket moving expenses. Failure to do so may result in the resident not being fully reimbursed.

- Utility Costs - The PHA is responsible for covering the expenses relating to disconnection and reconnection of necessary utilities. If the resident has telephone, cable service or Internet access, the PHA is responsible for covering the expenses involved in transferring existing service. The PHA may also pay utility deposits, if required at the temporary relocation housing (HUD Handbook 1378, paragraph 2-7(A)(3)). If a resident is temporarily relocating from a public housing unit to a non-public housing unit, the resident must be reimbursed for reasonable increases in utility costs even if the PHA utility allowance is lower than the actual costs to the resident.

V. Permanent Relocation Assistance

Based on the local housing resources available, the PHA should identify the replacement housing options that will be available to meet the housing needs of residents to be permanently relocated. Replacement housing options for residents that meet the definition of a "displaced person" (49 CFR 24.2(a)(9)) under the URA include, but are not limited to:

- Other Public Housing;
- Section 8 Project-Based Voucher unit;
- Section 8 Housing Choice Voucher unit;
- Homeownership housing;

- Private-market rental housing (affordable, non-subsidized).¹⁶

The plan should describe each type of replacement housing projected to be available, including:

1. Number of units, by bedroom size, expected to be available, and discussion of whether available units will meet dwelling requirements of relocated residents;
2. General area or location of unit(s);
3. Criteria for receiving relocation assistance; and
4. Any other information that might benefit residents in their consideration of housing choices.

The plan should include a description of the permanent relocation assistance the PHA will provide to residents. This assistance includes:

- Availability of Comparable Replacement Housing – Under URA, no displaced resident will be required to move unless at least one comparable replacement dwelling (49 CFR 24.2(a)(6)) is made available at least 90 days before the required move (49 CFR 24.203(c)). Comparable replacement dwellings must contain the accessibility features needed by displaced persons with disabilities (49 CFR 24.2(a)(8)(vii); 49 CFR part 24, Appendix A, §24.2(a)(8)(vii)). If the comparable replacement dwelling is not subsidized housing, the PHA should contact the RAD staff for advice on replacement housing payment requirements.
- Referral to Housing Not Located in an Area of Minority Concentration - Whenever possible, minority persons shall be given reasonable opportunities to relocate to decent, safe, and sanitary replacement dwellings that are within their financial means and not located in areas of minority concentration (49 CFR 24.205(c)(2)(ii)(D)). However, this policy does not require a PHA to provide a person a larger payment than is necessary to enable a person to relocate to a comparable replacement dwelling unit.
- Permanent Relocation Moving Expenses from Public Housing to Public Housing - The PHA may choose one of the following options for covering the expenses involved in moving public housing residents that are relocated into other public housing:
 - Undertake the move itself, using force account labor or a moving company. Residents should incur no moving costs under this option, but if such expenses are incurred, the PHA is responsible for reimbursing the resident for any such actual and reasonable expenses. In such case, the resident is also entitled to a dislocation allowance (currently \$100). The URA Fixed Residential Moving Cost Schedule lists the current dislocation allowance and is available at: http://www.fhwa.dot.gov/real_estate/practitioners/uniform_act/relocation/moving_cost_schedule.cfm

¹⁶ Every effort should be made to find another subsidized unit as replacement housing for a resident relocating from subsidized housing so that the resident will continue receiving the housing subsidy as long as it is needed.

NOTE: Residents who prefer to pack their own personal possessions and items of value may be provided packing instructions, boxes, markers, and tape for their move. If a resident needs assistance in packing, they should contact the PHA. It is the responsibility of the PHA to pack and move all of their belongings and household goods, if so desired.

Allow the resident to elect one of the following choices:

1) The PHA will reimburse the resident for the cost of all actual reasonable and necessary moving and related expenses (49 CFR 24.301), such as:

- Transportation of the resident and personal property. This may include reimbursement at the current mileage rate for personally owned vehicles that need to be moved. Transportation costs for a distance beyond 50 miles are not eligible, unless the PHA determines that relocation beyond 50 miles is justified.
- Packing, crating, uncrating, and unpacking of personal property.
- Storage of personal property for a period not to exceed 12 months, unless the PHA determines that a longer period is necessary.
- Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property.
- Insurance for the replacement value of the property in connection with the move and necessary storage.
- The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.

2) The PHA will pay directly to the resident the applicable and current fixed moving cost payment according to the URA Fixed Residential Moving Cost Schedule (49 CFR 24.302), available at:

http://www.fhwa.dot.gov/real_estate/practitioners/uniform_act/relocation/moving_cost_schedule.cfm

Permanent Relocation Moving Expenses for All Other Moves – Under URA, residents who are permanently displaced, except for those residents displaced from public housing and moving to other public housing, are entitled to the assistance described in the brochure *Relocation Assistance To Residents Displaced From Their Homes*, available in English at http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_16280.doc and in Spanish at http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_16281.doc. Residents may choose moving assistance from one of the following two options.

1) The PHA will reimburse the resident for the cost of all actual reasonable moving and related expenses (49 CFR 24.301).

2) The PHA will pay directly to the resident the applicable and current fixed moving cost payment according to the URA Fixed Residential Moving Cost Schedule (49

CFR 24.302), available at:

[http://www.fhwa.dot.gov/real estate/practitioners/uniform act/relocation/moving cost schedule.cfm](http://www.fhwa.dot.gov/real%20estate/practitioners/uniform%20act/relocation/moving%20cost%20schedule.cfm).

- Replacement Housing Payment - In addition to covering moving expenses, displaced residents may be entitled to a replacement housing payment (RHP). This payment is intended to cover the increase, if any, in monthly housing costs for a 42-month period.

When calculating the RHP, the PHA must consider the comparable replacement housing unit offered to the resident. Since the PHA is not required to pay an RHP amount that exceeds the amount of RHP calculated for the offered comparable replacement dwelling, residents are cautioned to work closely with the PHA prior to their move.

- Accessible Housing for Persons with Disabilities - Under the URA, persons with disabilities who will be permanently displaced must be relocated to a replacement dwelling that contains the accessibility features they need (49 CFR 24.2(a)(8)(vii); 49 CFR Appendix A, 24.2(a)(8)(vii)). A person with disabilities who has been relocated must be offered a comparable replacement dwelling unit that contains accessible features comparable to the housing from which the tenant has been displaced or relocated. This is so even if the tenant has paid for the acquisition and/or installation of accessible features in the housing from which he or she has been relocated; in such instances, the recipient must ensure that the replacement housing contains comparable accessible features or provide relocation assistance to the tenant in an amount that covers the cost of acquiring and/or installing comparable accessible features. Under the URA, an agency may use project funds to remove architectural barriers for displaced owners and tenants with disabilities or take other last resort housing measures if comparable replacement dwelling units are not available within the monetary limits prescribed under the URA regulations (49 CFR 24.404(c)(vii); HUD Handbook 1378, Paragraph 3-8).

VI. Relocation Budget

Based on the results of the planning process, the PHA should create a relocation budget that includes the following six components:

- 1) The cost of administering the plan and providing assistance and counseling.
- 2) Reasonable moving expenses for a person with disabilities, which may include the cost of moving assistive equipment that is the personal property of the residents, the furnishings and personal belonging of a live-in aide, and/or other reasonable accommodations (HUD Handbook 1378, Paragraph 3-2).
- 3) The cost of the physical move of the residents' belongings. (It is suggested that the move costs be broken down by average cost per move type multiplied by the number of moves.)

NOTE: This physical move cost total should be based on the move scenarios anticipated

or projected by the resident survey.

- 4) The cost estimated to pay for projected increases in monthly housing costs for temporary relocation.
- 5) The cost estimated to pay for the replacement housing payment (RHP) (42-month period for URA or 60-month period if section 104(d) applies).
- 6) Contingency costs estimated for carrying out the relocation process necessary to complete the proposed project. (The PHA should state where these costs are indicated in the application, or attach any other information required by HUD, to support these costs.)

VII. Appeal Process

If a resident disagrees with the PHA's decision as to the resident's eligibility to receive relocation assistance, the amount of a relocation payment, or the adequacy of a comparable replacement dwelling offered to a resident, the resident may file a written appeal to the PHA. The Relocation Plan should describe the specific appeal procedures to be followed consistent with 49 CFR 24.10 (and 24 CFR 42.390 if section 104(d) is involved). At a minimum, the resident will have 60 days to file an appeal with the PHA after receiving written notification of a claim or ineligibility determination.

VIII. Certification

The plan should contain a certification of compliance with the URA and, if applicable, section 104(d).

Technical Assistance

The PHA should direct questions on this Notice's relocation assistance requirements to their RAD Transaction Manager or [email rad@hud.gov](mailto:email_rad@hud.gov).

Appendix 2: SAMPLE RAD GENERAL INFORMATION NOTICE (GIN)

PHA LETTERHEAD

RENTAL ASSISTANCE DEMONSTRATION (RAD) GENERAL INFORMATION NOTICE (GIN)

[Date]

Dear [Resident Name],

The property you currently occupy is being proposed for participation in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. At this time, we expect that [the proposed acquisition, rehabilitation or demolition, may require you to be relocated (temporarily or permanently) from your unit]. We will provide further details to you as plans develop. **This notice does not mean that you need to leave the property at this time. This is not a notice of eligibility for relocation assistance.** The remainder of this letter only applies to situations where you will need to be relocated from your unit.

This notice serves to inform you of your potential rights under the RAD program and a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). If the proposed RAD project receives HUD approval and if you are displaced permanently as a result, you may become eligible for relocation assistance and payments under the URA, including:

- 1) Relocation advisory services that include referrals to replacement properties, help in filing payment claims and other necessary assistance to help you successfully relocate;
- 2) At least 90 days' advance written notice of the date you will be required to move;
- 3) Payment for moving expenses; and
- 4) Payments to enable you to rent a similar replacement home.

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an immigrant lawfully present in the United States.

As a resident of a property participating in RAD, you have the right to return to the project after the project is complete. You will be able to lease and occupy a unit in the converted project when rehabilitation is complete.

If you are permanently displaced from your home, you will not be required to move until you are given at least 90-day advance written notice of any required move and at least one comparable replacement dwelling has been made available to you. If you are temporarily relocated and your temporary relocation lasts more than one year, you will be contacted and offered permanent relocation assistance as a displaced person under the URA. This assistance would be in addition

to any assistance you may receive in connection with temporary relocation and will not be reduced by the amount of any temporary relocation assistance you have already received.

If you are required to relocate from the property in the future, you will be informed in writing. [PHA] will inform you of what assistance and payments you are eligible for if you will be relocated because of RAD and how you will receive these payments. If you become a displaced person, you will be provided reasonable assistance necessary to complete and file any required claim to receive a relocation payment. If you feel that your eligibility for assistance is not properly considered, you will also have the right to appeal a determination on your eligibility for relocation assistance.

You should continue to pay your rent and meet any other requirements specified in your lease. If you fail to do so, [PHA] may have cause for your eviction. If you choose to move, or if you are evicted, prior to receiving a formal notice of relocation eligibility, you may become ineligible to receive relocation assistance. It is very important for you to contact us before making any moving plans.

You will be contacted soon so that we can provide you with more information about the proposed project. If the project is approved, we will make every effort to accommodate your needs. In the meantime, if you have any questions about our plans, please contact: [Name, Title, Address, Phone, Email Address]. This letter is important to you and should be retained.

Sincerely,

[Name]

[Title]

NOTES:

1. Files must indicate how this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378)
2. This is a sample GIN. PHAs should revise it to reflect project-specific circumstances.
3. PHAs may provide residents with HUD brochure “Relocation Assistance To Residents Displaced From Their Homes” available at:
<http://www.hud.gov/offices/cpd/library/relocation/publications/1042.pdf>.

Appendix 3: SAMPLE RAD NOTICE OF RELOCATION (For relocation anticipated for a year or less)

***THIS IS A GUIDE FORM.
REVISE TO REFLECT THE PROJECT-SPECIFIC CIRCUMSTANCES.***

PHA Letterhead

(date)

Dear [*Resident Name*],

The property you currently occupy is participating in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. On [*date*], the [*Public Housing Authority*] (PHA) notified you of proposed plans to [acquire/ rehabilitate/demolish] the property you currently occupy at [*address*]. On [*date*], HUD issued the RAD Conversion Commitment (RCC) and committed federal financial assistance to the project. [*In instances where a Notice of Intent to Acquire is applicable and this notice is being sent before the RCC is issued, in lieu of the previous sentence noting the RCC issuance date, insert: [Name of entity acquiring the property] (Displacing Agency) intends to acquire the property you currently occupy. This is a Notice of Intent to Acquire.*]

In order for PHA to complete the project, you will need to be relocated for [*anticipated duration of relocation*]. Upon completion of the project, you will be able to lease and occupy your present unit or another decent, safe and sanitary unit in the completed project under reasonable terms and conditions. You are eligible for relocation payments and assistance.

However, **you do not need to move now.** This notice informs you that a decent, safe, and sanitary dwelling unit, listed below, has been made available to you and you will be required to move by [*insert date at least 30 days after the date of this notice*].

If your temporary relocation exceeds one year and you qualify as a "displaced person" under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), you may be eligible for further relocation assistance and payments under URA.

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

The relocation assistance to which you are entitled includes:

- Payment for Moving Expenses.** You are entitled to be reimbursed for all reasonable out-of-pocket expenses incurred in connection with any temporary

move. *[PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 4 of this Notice.]*

- The location of your temporary replacement unit is *[address]*. This temporary housing has been determined to be decent, safe and sanitary.

- [List appropriate relocation advisory services and any other services and assistance provided.]*

If you disagree with this determination, you may file a written appeal to the PHA in accordance with 49 CFR 24.10.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact *[Name, Title, Address, Phone, Email Address]* before you make any moving plans. He/she will assist you with your move to a temporary unit and help ensure that you preserve your eligibility for any relocation payments to which you may be entitled.

Remember, do not move or commit to the purchase or lease of a replacement home before we have a chance to further discuss your eligibility for relocation assistance. This letter is important to you and should be retained.

Sincerely,

Print name:

Title:

NOTE: The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (See 49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378.)

Appendix 4: SAMPLE RAD NOTICE OF RELOCATION (For relocation anticipated for more than a year)

***THIS IS A GUIDE FORM.
REVISE TO REFLECT THE PROJECT-SPECIFIC CIRCUMSTANCES.***

PHA Letterhead

(date)

Dear [*Resident Name*],

The property you currently occupy is participating in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. On [*date*], the [*Public Housing Authority*] (PHA), notified you of proposed plans to [acquire/ rehabilitate/demolish] the property you currently occupy at [*address*]. On [*date*], HUD issued the RAD Conversion Commitment (RCC) and committed federal financial assistance to the project. [*In instances where a Notice of Intent to Acquire is applicable and this notice is being sent before the RCC is issued, in lieu of the previous sentence noting the RCC issuance date, insert: [Name of entity acquiring the property] (Displacing Agency) intends to acquire the property you currently occupy. This is a Notice of Intent to Acquire.*]

In order for PHA to complete the project, you will need to be relocated for [*anticipated duration of relocation*]. Upon completion of the project, you will be able to lease and occupy your present unit or another decent, safe and sanitary unit in the completed project under reasonable terms and conditions. You are eligible for relocation assistance and payments. Because we expect your relocation to exceed one year, you have the choice to either:

- Receive temporary relocation assistance and return to a unit in the RAD project once it is complete; or
- Receive permanent relocation assistance and payments consistent with the URA instead of returning to the completed RAD project.

You must inform us of your choice within 30 days.

However, **you do not need to move now.** If you choose temporary relocation assistance, you will not be required to move sooner than 30 days after you receive notice that a temporary unit is available for you. If you choose permanent relocation assistance, you will not be required to move sooner than 90 days after you receive written notice that at least one comparable replacement unit is available to you in accordance with 49 CFR 24.204(a). [*Note to PHA: These time periods may start running as of the date of this Notice if the notice of relocation includes such information on the temporary and/or comparable replacement dwelling options, as applicable. In such circumstance, add applicable sentences to adequately notify the resident. For example: This notice informs you that a temporary unit, listed below, has been made available to you and, if you choose this option, you will be required to move by [date no sooner than 30 days after notice]. This notice informs you*

that a comparable unit, listed below, has been made available to you and, if you choose this option, you will be required to move by *[date no sooner than 90 days after notice].*

If you choose temporary relocation, your relocation exceeds one year and you qualify as a “displaced person” under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), you may become eligible for further relocation assistance and payments under URA.

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

If you choose to receive temporary relocation assistance, this assistance will include:

- Payment for Moving Expenses. You are entitled to be reimbursed for all reasonable out-of-pocket expenses incurred in connection with any temporary move. *[PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 4 of this Notice.]*
- The location of your temporary replacement unit is *[address]*. This temporary housing has been determined to be decent, safe and sanitary.
- *[List appropriate relocation advisory services and any other services and assistance provided.]*

If you elect to receive permanent relocation assistance, this assistance will include:

- Relocation Advisory Services. You are entitled to receive current and continuing information on available comparable replacement units and other assistance to help you find another home and prepare to move.
- Payment for Moving Expenses. *[PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 5 of this Notice.]*
- Replacement Housing Payment. You may be eligible for a replacement housing payment to rent or buy a replacement home. The payment is based on several factors including: (1) the monthly rent and cost of utility services for a comparable replacement unit, (2) the monthly rent and cost of utility services for your present unit, and (3) 30% of your average monthly gross household income. This payment is calculated on the difference between the old and new housing costs for a one-month period and multiplied by 42.
- *[PHA: list here any permanent relocation assistance offered, such as a Housing Choice Voucher.]*

- Listed below are three comparable replacement units that you may wish to consider for your replacement home. If you would like, we can arrange transportation for you to inspect these and other replacement units.

	Address	Rent & Utility Costs	Contact Info
1.			
2.			
3.			

We believe that the unit located at [address] is most representative of your original unit in the converting RAD project. The monthly rent and the estimated average monthly cost of utilities for this unit is [\$ amount] and it will be used to calculate your maximum replacement housing payment. Please contact us immediately if you believe this unit is not comparable to your original unit. We can explain our basis for selecting this unit as most representative of your original unit and discuss your concerns.

Based on the information you have provided about your income and the rent and utilities you now pay, you may be eligible for a maximum replacement housing payment of approximately [\$ (42 x monthly amount)], if you rent the unit identified above as the most comparable to your current home or rent another unit of equal cost.

Replacement housing payments are not adjusted to reflect future rent increases or changes in income. This is the maximum amount that you would be eligible to receive. If you rent a decent, safe and sanitary home where the monthly rent and average estimated utility costs are less than the comparable unit, your replacement housing payment will be based on the actual cost of that unit. All replacement housing payments must be paid in installments. Your payment will be paid in [#] installments.

You may choose to purchase (rather than rent) a decent, safe and sanitary replacement home. If you do, you would be eligible for a down-payment assistance payment which is equal to your maximum replacement housing payment, [\$amount.] [PHAs should note that, at the agency's discretion, a down-payment assistance payment that is less than \$5,250 may be increased to any amount not to exceed \$5,250. (See 49 CFR 24.402(c)(1)).] Let us know if you are interested in purchasing a replacement home and we will help you locate such housing.

Please note that all replacement housing must be inspected in order to ensure it is decent, safe and sanitary before any replacement housing payments are made.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [Name, Title, Address, Phone, Email Address] before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which you may be entitled.

Remember, do not move or commit to the purchase or lease of a replacement home before we have a chance to further discuss your eligibility for relocation assistance. This letter is important to you and should be retained.

Sincerely,

Print name:

Title:

Enclosure/s

NOTE: The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (See 49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378.)

Appendix 5: SAMPLE NOTICE OF ELIGIBILITY FOR URA RELOCATION ASSISTANCE (For residents who have been temporarily relocated for more than a year)

***THIS IS A GUIDE FORM.
IT SHOULD BE REVISED TO REFLECT THE CIRCUMSTANCES.***

PHA Letterhead

(date)

Dear [*Resident*]:

The property you formerly occupied at [*address*] is participating in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. You have been temporarily relocated from that property since [*date*.] Your temporary relocation has exceeded one year.

It has been determined that you qualify as a "displaced person" according to the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). You are eligible for relocation assistance and payments under the URA.

You may choose to remain temporarily relocated and return to a unit in the RAD project once it is completed. It is currently estimated that you may return to the RAD project by [*date*]. If you choose to remain temporarily relocated, you will stay at your current location until the RAD project is completed.

Alternatively, you may choose permanent relocation assistance and payments for which you are eligible, as listed below. If you choose permanent relocation assistance, you give up your right to return to the completed RAD project. However, **you do not need to move now.** If you choose permanent relocation assistance instead of exercising your right to return to the completed RAD project, you will not be required to move sooner than 90 days from the date that at least one comparable replacement unit has been made available to you. [*Alternatively: You will not be required to move sooner than 90 days from the date of this notice, which informs you of a comparable replacement unit that has been made available for you.*]

This is your Notice of Eligibility for relocation assistance.

The effective date of your eligibility is [*insert date that relocation exceeds one year.*]

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

Enclosed is a brochure entitled, "Relocation Assistance to Tenants Displaced From Their Homes." Please read the brochure carefully. It explains your rights and provides additional information on eligibility for relocation payments and what you must do in order to receive these payments.

The relocation assistance to which you are entitled includes:

- Relocation Advisory Services. You are entitled to receive current and continuing information on available comparable replacement units and other assistance to help you find another home and prepare to move.
- Payment for Moving Expenses. [*PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 5 of this Notice.*] This is in addition to any amounts received to reimburse for any reasonable out-of-pocket expenses incurred in connection with the temporary move.
- Replacement Housing Payment. You may be eligible for a replacement housing payment to rent or buy a replacement home. The payment is based on several factors including: (1) the monthly rent and cost of utility services for a comparable replacement unit, (2) the monthly rent and cost of utility services for your present home, and (3) for low-income persons, 30 percent of your average monthly gross household income. This payment is calculated on the difference between the old and new housing costs for a one-month period and multiplied by 42.
- [*PHA list here any other relocation assistance offered the resident, such as Housing Choice Voucher .*]

Listed below are three comparable replacement units that you may wish to consider for your replacement home. If you would like, we can arrange transportation for you to inspect these and other replacement units.

	Address	Rent & Utility Costs	Contact Info
1.			
2.			
3.			

We believe that the unit located at [*address*] is most representative of the original unit you occupied in the converting RAD project. The monthly rent and the estimated average monthly cost of utilities for this unit is \$[*amount*] and it will be used to calculate your maximum replacement housing payment. Please contact us immediately if you believe this unit is not comparable to your original unit. We can explain our basis for selecting this unit as most representative of your original unit and discuss your concerns.

Based on the information you have provided about your income and the rent and utilities you now pay, you may be eligible for a maximum replacement housing payment of approximately \$ [42 x \$Amount], if you rent the unit identified above as the most comparable to your current home or rent another unit of equal cost.

Replacement housing payments are not adjusted to reflect future rent increases or changes in income. This is the maximum amount that you would be eligible to receive. If you rent a decent, safe and sanitary home where the monthly rent and average estimated utility costs are less than the comparable unit, your replacement housing payment will be based on the actual cost of that unit. All replacement housing payments must be paid in installments. Your payment will be paid in [#] installments.

Should you choose to purchase (rather than rent) a decent, safe and sanitary replacement home, you would be eligible for a downpayment assistance payment which is equal to your maximum replacement housing payment, [\$ amount] *[PHAs should note that, at the agency's discretion, a downpayment assistance payment that is less than \$5,250 may be increased to any amount not to exceed \$5,250. (See 49 CFR 24.402(c)(1)).]* Let us know if you are interested in purchasing a replacement home and we will help you locate such housing.

Please note that all replacement housing must be inspected in order to ensure it is decent, safe, and sanitary before any replacement housing payments are made.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [Name, Title, Address, Phone, Email Address] before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for any applicable relocation payments.

Remember, do not move or commit to the purchase or lease of a replacement home before we have a chance to further discuss your eligibility for relocation assistance. This letter is important to you and should be retained.

Sincerely,

Print Name:

Title:

Enclosure/s

NOTE: The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (See 49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378.)

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

U. S Department of Housing and Urban Development

Office of Public and Indian Housing

OMB No. 2577-0226

Expires 2/29/2016

Attachment M

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

I Jill Smith, the Executive Director
Official's Name *Official's Title*

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

Housing Authority of Clackamas County
PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of

Impediments (AI) to Fair Housing Choice of
Clackamas County

Local Jurisdiction Name

pursuant to 24 CFR Part 91.

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

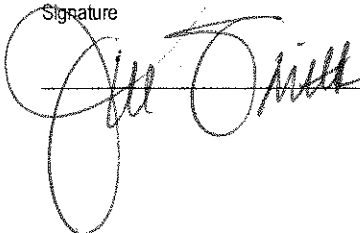
The Housing Authority of Clackamas County works closely with Community Development on creating the Clackamas County's consolidated planning cycle(s) and PHA planning cycle(s) in accordance with the regulations 24 CFR part 91, for consolidated plan program participants, and 24 CFR part 903, for PHA's to jointly complete the Assessment of Fair Housing Plan.

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

Name of Authorized Official
Jill Smith

Title
Executive Director

Signature



Date

3/13/19

**Certification of Payments
to Influence Federal Transactions**

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

Applicant Name

Housing Authority of Clackamas County

Program/Activity Receiving Federal Grant Funding

Public Housing, Section 8, Continuum of Care Shelter + Care

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

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

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

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

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

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

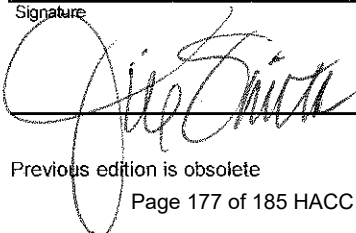
Name of Authorized Official

Jill Smith

Title

Executive Director

Signature



Date (mm/dd/yyyy)

3/13/2019

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency: U.S. Department of Housing & Urban Development	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: Jill Smith Title: Executive Director Telephone No.: 503-742-5336 Date: 3/13/19	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

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

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

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

ATTACHMENT F

Violence Against Women (VAWA) Statement

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

We offer a local preference in the Housing Choice Voucher program for victims of Domestic Violence working with case management. We partner with several community partners like Northwest Family Services, Clackamas Women's Services, A Safe Place and Northwest Housing Alternatives to administer the Domestic Violence preference vouchers.

In addition, we are in continuous contact with County and City agencies, including the various law enforcement agencies, for current tenant's experiencing Domestic Violence.

HACC also partners with Clackamas County Social Services and Behavioral Health as well as the State Department of Human Services to use funds in a transitional housing program and Shelter + Care program under the Continuum of Care, where many victims of Domestic Violence are housed and provided services.

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



Jill Smith, Executive Director

3/13/19

Date

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

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

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

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

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

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

PHA Name

PHA Number/HA Code

_____ Annual PHA Plan for Fiscal Year 20_____

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

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

Name of Authorized Official

Title

Signature

Date

Civil Rights Certification
(Qualified PHAs)

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

Civil Rights Certification

Annual Certification and Board Resolution

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

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

Housing Authority of Clackamas County
PHA Name

OR001
PHA Number/HA Code

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

Name of Authorized Official **JIM BERNARD**

Title **HOUSING AUTHORITY BOARD CHAIR**

Signature

Date

March 28, 2019

Housing Authority Board of Commissioners
 Clackamas County

Members of the Board:

In the Matter of Writing off Uncollectible Accounts for the
Third Quarter of Fiscal Year 2019

Purpose/Outcomes	Approval to write off uncollectible rents, late charges and maintenance expenses for the third quarter of fiscal year 2019
Dollar Amount and Fiscal Impact	\$36,171.89 in total collection losses.
Funding Source	N/A
Duration	January 1, 2019 – March 31, 2019
Previous Board Action	First and second quarter collection losses were approved by the Housing Authority Board of Commissioners.
Strategic Plan Alignment	1. Efficient & effective services 2. Build Public Trust through good government
Contact Person	Jill Smith, Executive Director, Housing Authority 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, requests the approval to write off uncollectible rents, late charges and maintenance expenses for the third quarter of fiscal year 2019 (January 1, 2019 – March 31, 2019). The uncollectible amounts are detailed on the attached worksheets.

Uncollectible amounts for the third quarter of fiscal year 2019 will be \$32,521.89 for Low Rent Public Housing, \$3,650.00 for Local Project Fund. Of the total third quarter write offs, \$5,279.22 was for uncollected rents and \$30,892.67 was for maintenance repairs charged to tenants for repairs required to units before HACC could lease them to a new tenant.

As a business practice, the HACC writes off debts after 90 days of collection efforts. Former residents in Public Housing that have debts that are written off continue to be tracked and are reported to a Federal Government database that prohibits their participation in any other Public Housing program nationally until such debt is paid.

The total amount proposed for transfer from Accounts Receivable to Collection Loss for the third quarter of fiscal year 2019 will be \$36,171.89.

RECOMMENDATION:

HACC recommends the approval to write off uncollectible rents, late charges and maintenance expenses and for the Executive Director to be authorized to approve the transfer of these accounts from Accounts Receivable to Collection Loss.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Richard Swift', written over the text 'Respectfully submitted,'.

Richard Swift, Director
Health, Housing & Human Services



March 28, 2019

Board of Commissioners
 Clackamas County

Members of the Board:

Approval of a Resolution Supporting the
2020 Census Count in Clackamas County

Purpose/ Outcomes	Supporting the goals and ideals of the 2020 Census will: <ol style="list-style-type: none"> 1. Ensure accurate and fair representation in government programs for all communities in Clackamas County 2. Ensures that accurate formulas are used for the distribution of federal grants and funding opportunities.
Dollar Amount and Fiscal Impact	N/A
Funding Source	Existing resources, such as staff time will be utilized. No additional County General Funds are involved.
Duration	September 30, 2020
Previous Board Action	On November 5, 2009, the Board of County Commissioners adopted a Census Partner Proclamation for the 2010 Census.
Strategic Plan Alignment	An accurate Census count aligns with each of the 5 Strategic Goals <ol style="list-style-type: none"> 1. Grow a Vibrant Economy 2. Build a Strong Infrastructure 3. Ensure Safe, Healthy and Secure Communities 4. Honor, Utilize, Promote and Invest in our Natural Resources 5. Build Public Trust through Good Government
Contact Person	Drenda Howatt, Commission Staff Manager 503-742-5938

BACKGROUND:

The decennial (every 10 years) census is mandated by the U.S. Constitution, and has been conducted since 1790 to produce an accurate count of federal, state, and local populations. Accurate counts lead to better decision-making for both elected representatives and businesses (deciding where to base industries, build offices, and open stores).

Census numbers have a direct impact on the allocation of approximately \$675 billion in federal funds, grants and supports to states, counties, and communities. Many have a direct effect on services we can provide. Programs include:

- Medicaid
- Supplemental Nutrition Assist. (SNAP)
- Medicare Part B
- Highway planning/construction
- Section 8 Housing Vouchers/Assistance
- State Children's Health Insur. (S-CHIP)
- Title I Grants to Local Education
- Head Start/Early Head Start
- Special Education Grants
- National School Lunch Program
- Health Center Programs
- Foster Care
- Supplemental Nutrition for Women, Infants Children (WIC)
- Child Care & Development Fund
- Low Income Home Energy Assistance

County Counsel reviewed and approved this resolution.

RECOMMENDATION:

Staff recommends the Board approval the resolution supporting the 2020 Census count in Clackamas County.

Respectfully submitted,

Drenda Howatt, Commission Staff Manager
Clackamas County Administration

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

In the Matter of Affirming Clackamas
County's Dedication to an Accurate
2020 Census Count



Resolution No. _____

Whereas, the decennial census is mandated by the US Constitution and has been conducted every year since 1790 to produce an accurate count of federal, state, and local populations that leads to informed decision-making by elected representatives; and

Whereas, businesses use census data to decide which population centers to base industries, build offices, and open stores within, leading to local job growth; and

Whereas, census data is utilized for the redrawing of congressional maps that assure proper representation based on population, and that with a proper and accurate census count, Oregon is expected to gain one seat in the House of Representatives due to growth; and

Whereas, census data has a direct impact on the allocation of approximately \$883 billion in federal funds, grants and supports to states, counties, and communities, including Medicaid, Medicare, highway planning, supplemental nutrition assistance, housing vouchers, school lunch, and countless others; and

Whereas, it is known that certain groups and populations have historically been undercounted and therefore underrepresented in our democratic system of government and in the funding received by cities, counties, schools and other public agencies seeking to serve their entire populations; and

Whereas, in order to encourage public involvement and ensure a complete count of communities, individual census records are confidential and protected for 72 years; and

Whereas, Clackamas County staff are in close coordination with representatives from Multnomah and Washington counties, and will continue to be, to collaborate on efforts aimed at ensuring an accurate census.

NOW THEREFORE, the Clackamas County Board of County Commissioners resolves as follows:

1. Each county supports the goals and ideals of the census, and will independently conduct robust public awareness and educational campaigns up to, on, and after the nationally-recognized "Census Day" on April 1, 2020
2. General populations will be urged to take the census online, which lowers the overall cost of conducting the census.
3. Members of historically undercounted populations will be specifically reached out to, in order to ensure they are confidentially yet fully recognized as members of the community.

DATED this 28th day of March, 2019

Chair

Recording Secretary



DAN JOHNSON
DIRECTOR

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

March 28, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of 2019 Update to the Transportation Safety Action Plan

Purpose/Outcome	Update goals and priorities to the Clackamas County Department of Transportation and Development on traffic safety. The Transportation Safety Action Plan (TSAP) promotes actions that a variety of county agencies can undertake to eliminate serious and fatal traffic crashes by 2035.
Dollar Amount and Fiscal Impact	Varies based on budget allocation (see below)
Funding Source	Development of the TSAP plan is \$150,000 plus staff time. An ODOT-TSD grant funded \$77,807.17 of the cost. The remaining cost has been funded by Road Fund and General Fund. Funding for Drive-to-Zero outreach and non-infrastructure efforts will continue via General Fund allocation of \$268,686. Infrastructure projects will be funded by Road Fund. The Road Fund has never had a budget line dedicated to safety projects. With the passage of HB2017, a safety project category will be created and funding will increase from \$500,000 per year to \$1,500,000 once the measure takes full effect.
Duration	Funding will be continuous but may vary each budget year.
Previous Board Action/Review	Policy Session on November 20, 2018- Presented an overview of the revised TSAP to the Board of County Commissioners.
Strategic Plan Alignment	<ul style="list-style-type: none"> - Ensure safe, healthy and secure communities - Build a strong infrastructure
Contact Person	Joseph Marek, Traffic Safety Program Manager 503-742-4705

BACKGROUND:

The first Clackamas County Transportation Safety Action Plan (TSAP) was adopted by the BCC in November of 2012 reflecting the Board’s commitment to reducing fatal and serious injury crashes. Transportation safety was further affirmed in the 2015 Clackamas County Strategic Priorities with “Build a strong infrastructure” and “Ensure safe, healthy and secure communities”. Additionally, the Blueprint for a Healthy Clackamas County 2017-2020 identifies a goal of eliminating fatal crashes. The proposed TSAP update is attached.

Transportation safety action plans are designed to be updated about every five years and with a grant from the Oregon Department of Transportation – Transportation Safety Division (ODOT-TSD), the County was able to take on this effort. The updated plan includes a review of 2009-2015 crash data and

updates the leading crash contributing factors. Since the first TSAP was adopted, there has been a much broader emphasis in the United States regarding efforts to eliminate fatal and serious injury crashes. This updated plan incorporates the most current crash data, research work and lessons learned from around the globe.

The TSAP update includes a summary of crash data, current policies, and review and update of action items based on broad stakeholder and citizen input. Additionally, the new plan includes a Local Road Safety Plan which outlines a prioritized list of safety related projects for County-owned roads.

The Drive to Zero Advisory Committee and a Traffic Safety Commission member has served as the policy level group reviewing the plan development along with a group focused on technical aspects, citizens and business input. Meetings were primarily with combined groups. Due to wide geographic area of the plan update, outreach was largely via social media and on virtual open house.

RECOMMENDATION

Staff respectfully recommends that the Board adopt the 2019 Transportation Safety Action Plan.

Respectfully submitted,

Joseph Marek
Traffic Safety Program Manager
Department of Transportation and Development



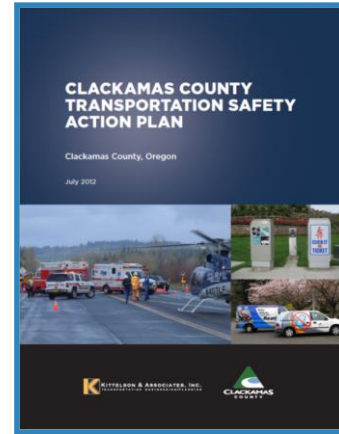
Transportation Safety Action Plan Update

Clackamas County Department of Transportation and Development
March 28, 2019





Where we started -2012 TSAP



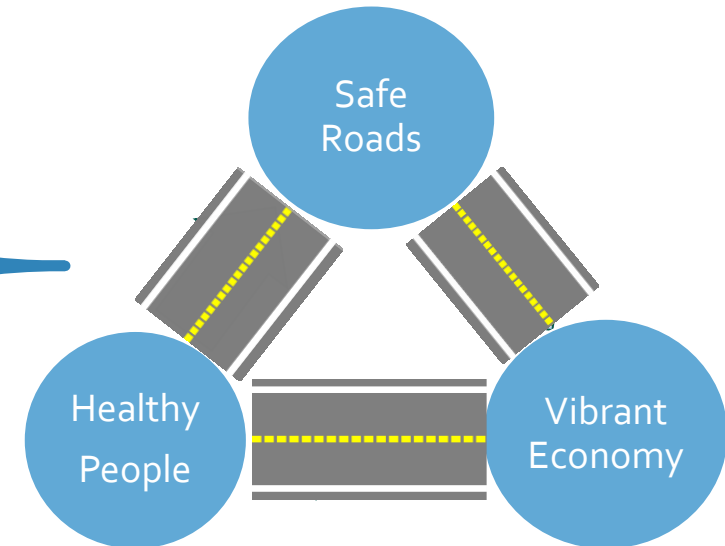
Reduce fatal and serious injury crashes by 50% by 2022.

2014 Toward Zero Deaths

2015 County Strategic Priorities

The National Strategy Vision is a highway system free of fatalities.

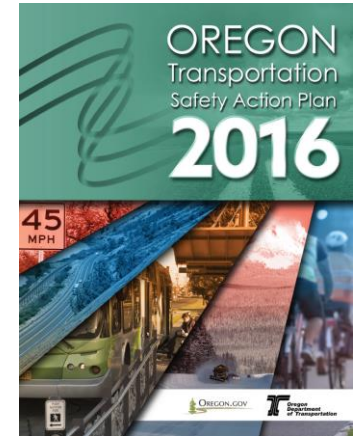
- Build public trust through good government
- Grow a vibrant economy
- Build a strong infrastructure
- Ensure safe, healthy and secure communities
- Honor, utilize, promote and invest in our natural resources





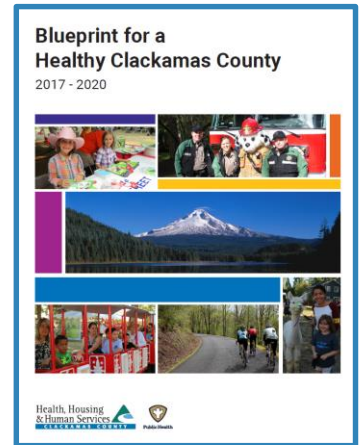
2016 ODOT Transportation Safety Action Plan

Eliminate fatal and serious injury crashes by 2035.



2017 H3S Community Health Improvement Plan

Eliminate all pedestrian, bicycle and Motor vehicle traffic crash fatalities in Clackamas County.





How many roadway fatalities are acceptable?



Drive to Zero Traffic Fatalities

We heard
from our
stakeholders





Eliminate fatal and serious injury crashes by 2035.

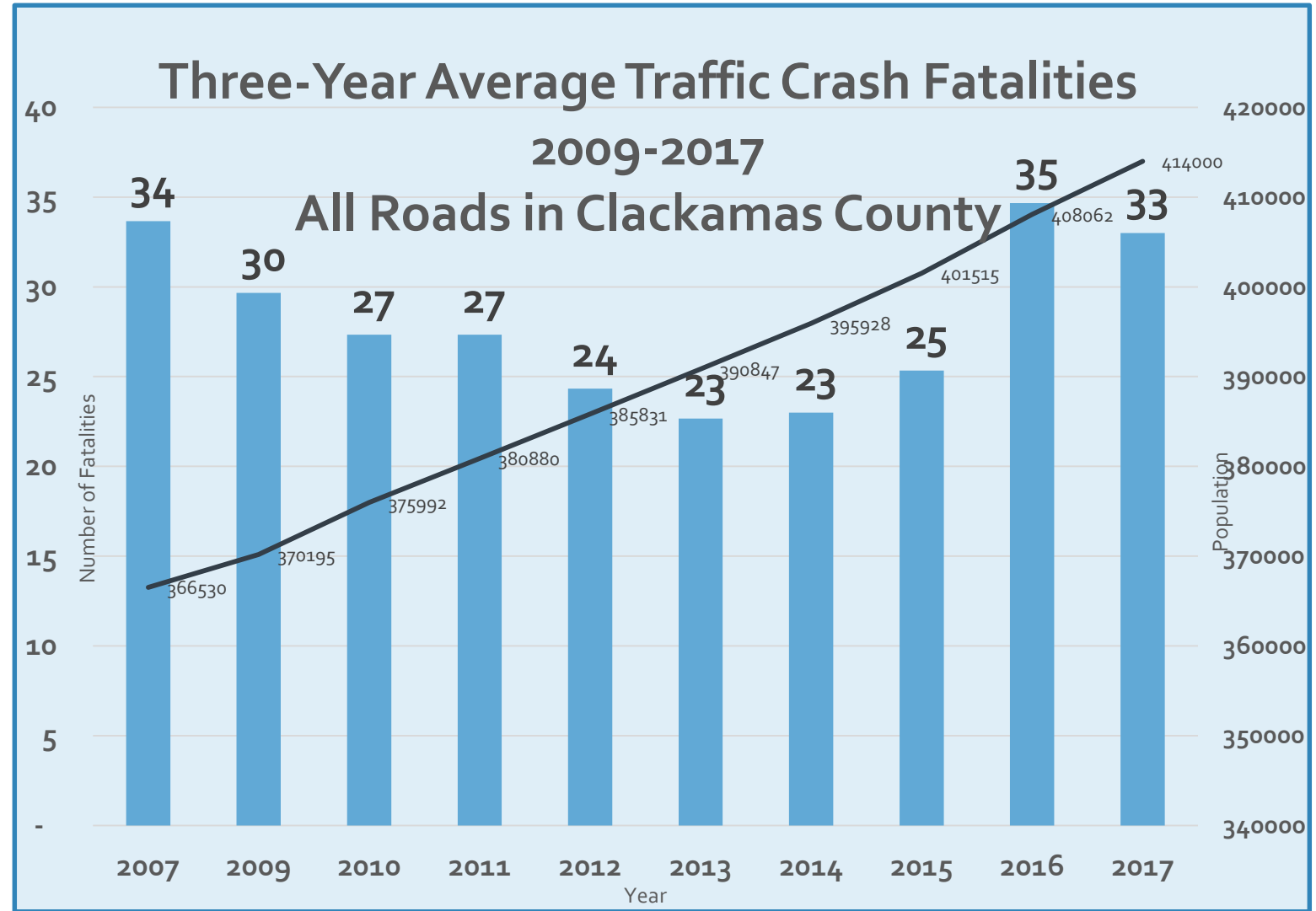
Plan Goal



Fatalities are tracked as a Performance Measure



Three-year averages for crash fatalities



Fatal and Serious Injury Crashes by Contributing Factor

36%



Inexperienced Drivers: Crashes in which the driver was 25 years of age or younger.

34%



Roadway Departures: Crashes in which the vehicle left the roadway or crossed over the center line.

31%



Aggressive Driving: Crashes in which the driver was driving too fast for conditions, following too closely, failing to avoid vehicle ahead, or exceeding the posted speed limit.

22%



Motorcyclists: Crashes involving a motorcycle driver or passenger.

21%



Alcohol/Drug: Crashes in which the driver was under the influence of alcohol or drugs.

17%



Senior Drivers: Crashes in which the driver was 65 years old or older.

16%



Pedestrians and Bicyclists: Crashes involving a person walking or bicycling.



Safe System Approach

Prioritize safety first when designing infrastructure. Principles include:

- People will make mistakes, but these mistakes should not lead to death or serious injury.
- Speeds have a direct relationship to the severity of crashes.
- Safety is everyone's responsibility, especially the designers of the system.
- Safety must be considered at all levels to provide redundancy when one part fails.

Source: *Towards Zero Deaths Foundation.*

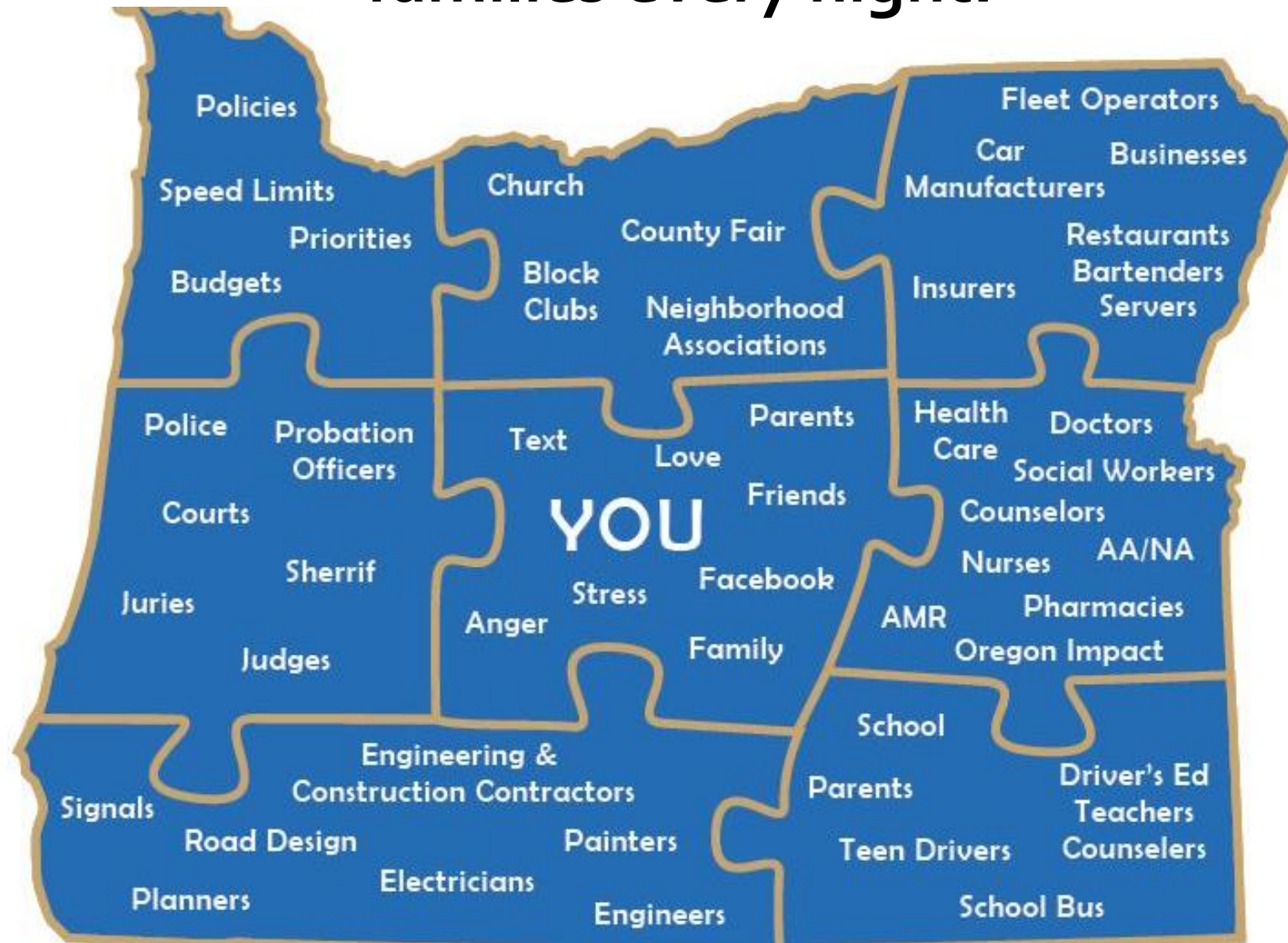
<http://www.towardszerofoundation.org/thesafesystem/#principles>



Safety Focus Areas

- Safe Drivers and Passengers
- Safe Infrastructure
- Safe Vehicles
- Safe Vulnerable Users
- Enhanced Emergency Medical Services
- Safety Culture
- Safety Management

We all want everyone to get home safely to their families every night!





Local Road Safety Plan

- Examine roadway system:
 - crash rate
 - severity
 - frequency
 - traffic volumes
- Review current projects in Capital Improvement Plan
- Road Safety Audits
- Other identified safety projects



Develop prioritized investment plan

- Predict revenue
 - Location-specific projects
 - Systemic safety projects
 - Safety outreach/people projects
- We will invest as much as we can based on the revenue

Rural Road Shoulder Widening and Rumble Strips

- Reduce crashes by 50% for all users
- \$100,000 per mile



VS



Pedestrian Beacon and Sidewalks

- Reduce pedestrian crashes by 56%
- Up to \$200,000 per site



VS



Curve Warning Signs

- Reduce crashes by 16% for all users
- \$9,000 per mile



VS



Guardrail

- Reduce crashes by 47% for all users
- \$30,000-50,000 per installation



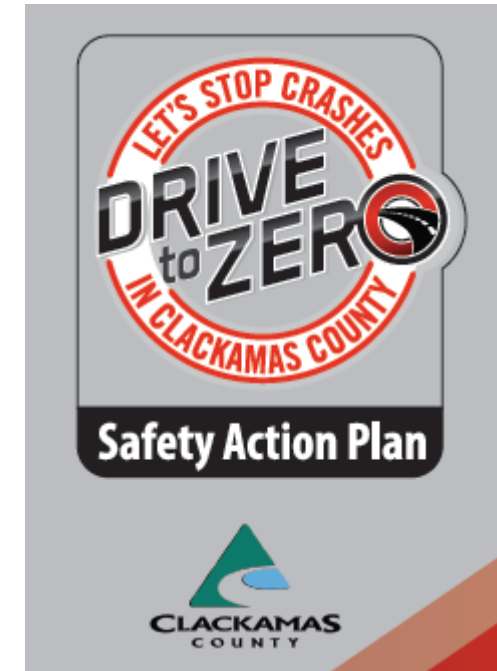
VS





Thank You

**Recommendation:
The staff respectfully
recommend adoption
of the 2019 Clackamas
County Transportation
Safety Action Plan.**





City of Molalla – Administration Office
117 N Molalla Avenue | PO Box 248 | Molalla, Oregon 97038
Phone: (503) 829-6855 Fax: (503) 829-3676

March 11, 2019

Board of Clackamas County Commissioners
2051 Kaen Road
Oregon City, OR 97045

RE: Transportation Safety Action Plan Update

Dear Commissioners:

The City of Molalla supports Clackamas County's efforts to improve traffic safety through their update to the Transportation Safety Action Plan. Molalla has made efforts to improve traffic safety through tireless negotiations with ODOT, a recently adopted Transportation System Plan and updated design standards.

Traffic safety is a commitment and multi-jurisdictional in focus. Thank you for your efforts in bringing traffic safety to the forefront.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dan Huff', is written over the word 'Sincerely,'.

Dan Huff
City Manager

Clackamas County

DRIVE TO ZERO SAFETY ACTION PLAN



March 2019



Clackamas County

DRIVE TO ZERO SAFETY ACTION PLAN

Prepared For:

Clackamas County

Prepared By:

Kittelson & Associates, Inc.

851 SW 6th Avenue, Suite 600

Portland, Oregon 97204



Acknowledgements

Clackamas County

Joseph Marek, PE, PTOE, Project Manager

Rob Sadowsky

Christian Snuffin, PE, PTOE

Ellen Rogalin

Drive to Zero Advisory Board

Janelle Lawrence Oregon Impact - Chair

Laurel Bentley Moses, Clackamas County

Jim Bernard, Clackamas County Board Chair

Mike Bezner, Clackamas County

Brian Burke, Traffic Safety Commission

Mary Jo Cartasegna, Clackamas County

Lucie Drum, American Medical Response (AMR)

Walt McAllister, Oregon Department of Transportation

Brian McCrady, Clackamas County

Kari Shanklin, Clackamas County Fire District #1

Jeff Smith, Clackamas County Sheriff's Office

Jamie Zentner, Clackamas County

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Hilary Louth

Legacy Emanuel Medical Center

Gerianne Bartz, RN, BSN

Montana State University

Jay Otto

Contents

INTRODUCTION	1
Drive to Zero Safety Action Plan	1
The Problem	3
Recent Progress in Transportation Safety	4
Plan Development Process	5
PART 1 DATA TRENDS AND EMPHASIS AREAS.	7
Data Trends and Emphasis Areas	7
Rural vs. Urban	10
Inexperienced Drivers	11
Roadway Departures.	11
Aggressive Driving.	11
Causes of Crashes	12
Other Plans	19
What is Safety Culture?	24
Safety management includes:.	27
PART 2 LOCAL ROAD SAFETY PLAN.	35
Local Road Safety Plan	35
Overview	36
About this Plan	37
Local Road Safety Plan	38
Project Evaluation And Tracking	53
Next Steps	64
IMPLEMENTATION.	65
Drive to Zero Safety Action Plan	65
Performance Measures	67

Part 1 Appendix A

Literature and Initial Data Review Summary

Part 1 Appendix B

Action Items Spread Sheet

Part 1 Appendix C

Acronyms

Part 2 Appendix A

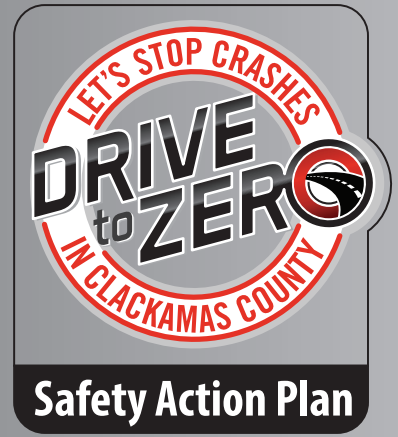
Top 50 SPIS Sites Analysis

Part 2 Appendix B

Project Lists and Maps
Projects Programmed for Construction

Part 2 Appendix C

Preliminary Systemic Safety Analysis



Introduction

Drive to Zero Safety Action Plan

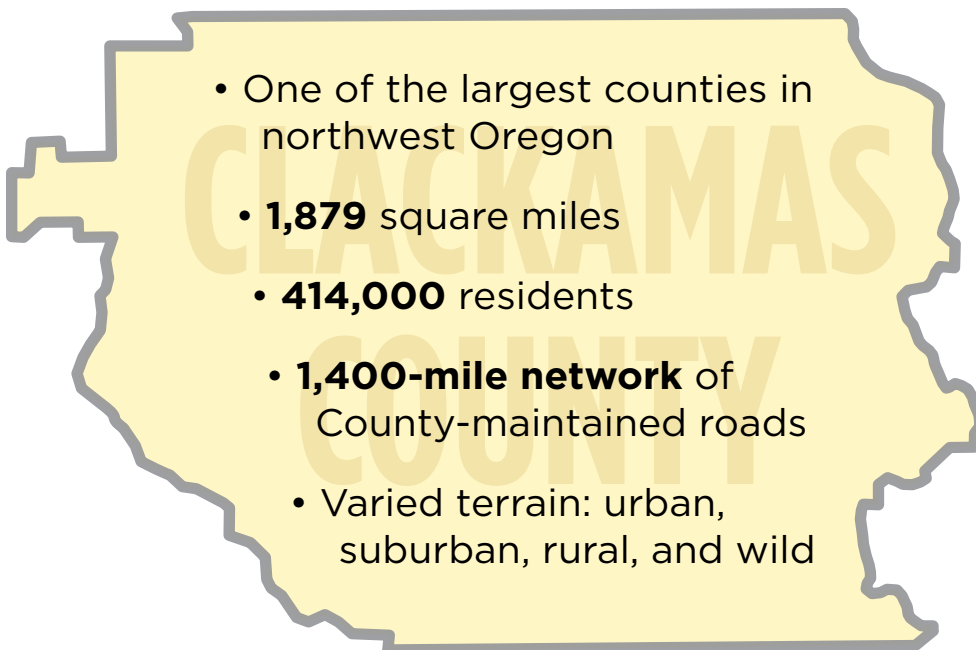




Introduction

The Problem

From 2009 to 2015, 183 people were killed in traffic crashes in Clackamas County. Another 795 people suffered serious, potentially life-altering injuries. In addition to the tragedy of this loss of life and quality of life, the economic impact of these and other less severe crashes was greater than \$100 million per year during this period. A survey of residents found that most believe that the only acceptable number of fatal and serious injury crashes in Clackamas County is zero. Given this belief, **the county has set a goal to eliminate fatal and serious injury crashes by 2035.** This plan is the roadmap to achieve this goal.



How to use this plan

County departments:

- Follow through on action items in Part 1
- Implement the Local Road Safety Plan in Part 2

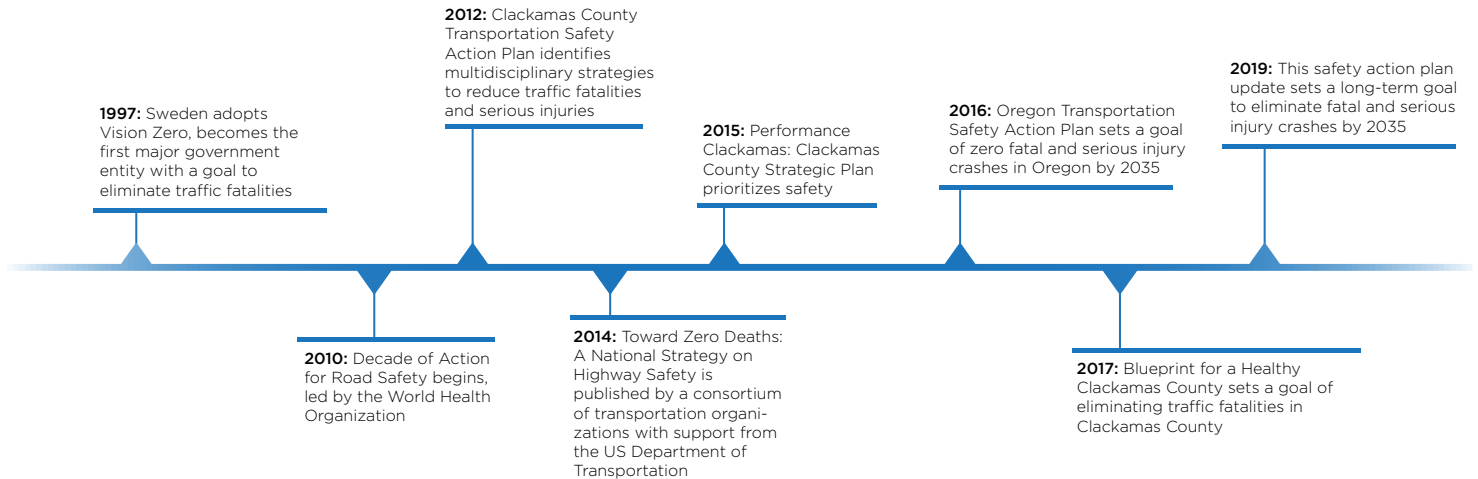
Other organizations:

- Follow through on action items in Part 1
- Review data presented in Part 1 to use in advocacy and outreach efforts

General public

- Demonstrate safe driving
- Let your elected officials know that zero is the only acceptable number of traffic fatalities

Figure 1-Recent Advancements in Transportation Safety Planning in Clackamas County and Beyond



Recent Progress in Transportation Safety

Viewpoints on roadway safety have evolved over the last twenty years, both in ceasing to accept severe crashes as inevitable and in becoming more multidisciplinary, as shown in Figure 1. This figure also shows that Clackamas County’s goal of eliminating fatal and serious injury crashes is aligned with international, national, state, and local organizations. The first document setting a goal in Clackamas County to eliminate traffic fatalities was published in the *Blueprint for a Healthy Clackamas County* in 2017. **Appendix A** describes these plans in further detail.

Plan Outreach Efforts

- Meetings with Drive to Zero Advisory Group
- Interviews with stakeholders including:
 - County staff from multiple departments
 - Private organizations
- Public involvement opportunities using an online virtual open house advertised on County website, e-mail lists and social media

Plan Development Process

This plan is an update to the 2012 Clackamas County Transportation Safety Action Plan (TSAP). That plan, which was the first of its kind in Oregon for a local agency, outlined actions to reduce traffic fatalities and severe injuries by 50% over the following ten years through a multidisciplinary focus on engineering, education, enforcement, emergency medical services, and evaluation activities.

Since the completion of the 2012 TSAP, the county has made strides in advancing its vision of traffic safety through multidisciplinary efforts. These achievements include:

- A joint road safety audit/health impact assessment on SE McLoughlin Boulevard
- A pilot project to enhance Safety Culture in Molalla with experts from Montana State University
- Joint outreach efforts between the Health, Housing, and Human Services Department and the Department of Transportation and Development (DTD)
- Creating the Transportation Safety Program Manager position
- Integrating the Safe Communities Program into the Department of Transportation and Development

This plan builds on the 2012 effort. It has been developed through a collaborative process involving county staff from multiple departments, Oregon Department of Transportation (ODOT) staff, the general public and private organizations involved in transportation safety. This plan continues many actions identified in the 2012 plan, while introducing new actions based on best practices, data analyses, and input from the groups involved in developing this plan.



Blueprint for a Healthy Clackamas County

The county's Community Health Improvement Plan, *Blueprint for a Healthy Clackamas County*, sets goals related to access to care, a culture of health, and healthy behaviors. In addition to setting a goal to eliminate crash fatalities, the Blueprint sets goals to improve adverse health outcomes so residents can live and age well in healthy communities. Transportation related factors include commute time, poor air quality, and improving the built environment and transportation network.

PLAN OUTLINE

Reaching zero fatal and serious injury crashes will require a focused multidisciplinary effort and coordination between public and private organizations. As such, this plan contains a range of action items to be completed by several different organizations.

This plan is broken into two parts:

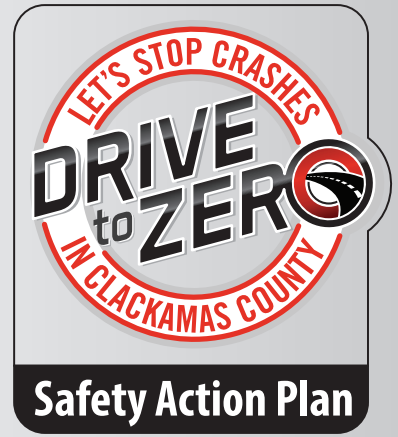
Part 1: The broad areas on which the county, its partner organizations and its residents must focus to achieve the goal of zero fatal and serious injury crashes by 2035. The plan's emphasis areas align with the *Toward Zero Deaths* national strategy, which include:

- Safe Drivers and Passengers
- Safe Infrastructure
- Safe Vehicles
- Safe Vulnerable Users
- Enhanced Emergency Medical Services
- Safety Culture
- Safety Management

The plan contains specific action items for each emphasis area, with responsible and supporting agencies and timelines for each item.

Successful implementation of this plan depends on everyone.

Part 2 (Local Road Safety Plan): This is a data-driven plan for county-owned roadways, which includes projects to reduce fatal and serious injury crashes on roadway segments and intersections based on crash and roadway analyses. Projects include countermeasures targeted at high crash locations, as well as treatments that can be deployed systemically throughout the county at locations with contributing factors to fatal and serious injury crashes. The plan prioritizes the projects and describes when the county will further investigate and implement them.



Part 1

Data Trends and Emphasis Areas

Drive to Zero Safety Action Plan

Part 1 Introduction

Clackamas County has a goal to eliminate fatal and serious injury crashes on its roads by 2035. Part 1 of Clackamas County's **Drive to Zero Safety Action Plan** describes the broad areas on which the county, its partner organizations, and its residents must focus to achieve this goal. These emphasis areas represent an evidence-based approach to reducing fatal and serious injury

crashes. They are based on a review of crash data in Clackamas County and best practices from local, national, and international sources. Notably the emphasis areas align with those of *Toward Zero Deaths: A National Strategy on Highway Safety*¹, of which the county is a proud partner, and the *Oregon Transportation Safety Action Plan, 2016*².

DRIVE TO ZERO

Achieving the goal of zero traffic fatalities will involve everyone.



1 Toward Zero Deaths Steering Committee. *Toward Zero Deaths: A National Strategy on Highway Safety*. June 2014. www.towardzerodeaths.org/.
 2 Oregon Department of Transportation. *Oregon Transportation Safety Action Plan, 2016*. 2016. www.oregon.gov/ODOT/Safety/Documents/TSAP_2016.pdf.



Thousands of people are involved in traffic crashes in Clackamas County each year, and dozens of families are faced with the tragedy of severe crashes that cause potentially life-threatening injuries or even death. We are committed, as a county, to tackle the challenge of eliminating severe crashes by collaborating among our agencies and partnering with community stakeholders and nonprofit associations. This collective multi-pronged approach will advance our shared goal of eliminating traffic fatalities and serious injuries on Clackamas County roads by 2035. This Transportation Safety Action Plan (TSAP) is a starting point and a dynamic framework for moving forward.

Preventable serious injuries and deaths from traffic crashes pose a public health concern to all who live, work, play, and travel through Clackamas County. This TSAP builds on data-driven strategies to increase health outcomes by improving the built environment and engaging county residents to help build a community that supports a healthy culture of safety.

Everyone in Clackamas County has a vital role in preventing crashes. **We ask you to embrace the affirmation that TRAFFIC SAFETY STARTS WITH ME!** Throughout this plan you'll find opportunities to take action and help us in our Drive to Zero.

Part 1 is organized into the following sections:

- Crash Data Trends
- Safe Drivers and Passengers
- Safe Infrastructure
- Safe Vehicles
- Safe Vulnerable Users
- Enhanced Emergency Medical Services
- Safety Culture
- Safety Management

The Safe System

The Safe System approach prioritizes safety first when designing infrastructure. The principles of this approach include:

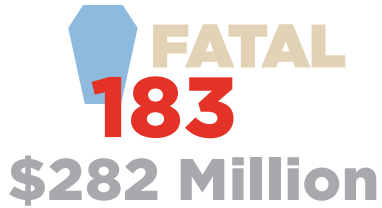
- People will make mistakes, but these mistakes should not lead to death or serious injury.
- Speeds have a direct relationship to the severity of crashes.
- Safety is everyone's responsibility, especially the designers of the system.
- Safety must be considered at all levels to provide redundancy when one part fails.

Source: Towards Zero Deaths Foundation. www.towardszerofoundation.org/thesafesystem/#principles

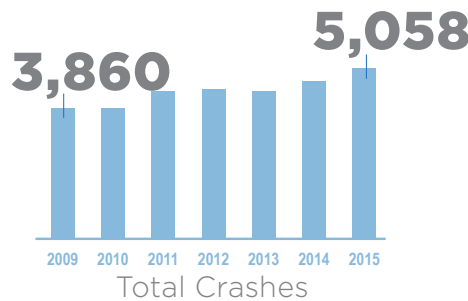
Crash Data Trends

From 2009 to 2015, **183** people were killed in traffic crashes in Clackamas County. Another **795** people suffered serious, potentially life-altering injuries.

The economic impact of these and other less severe crashes was **\$787.5 million**, or about **\$112.5 million per year**. Economic costs during this time are shown by crash type below.

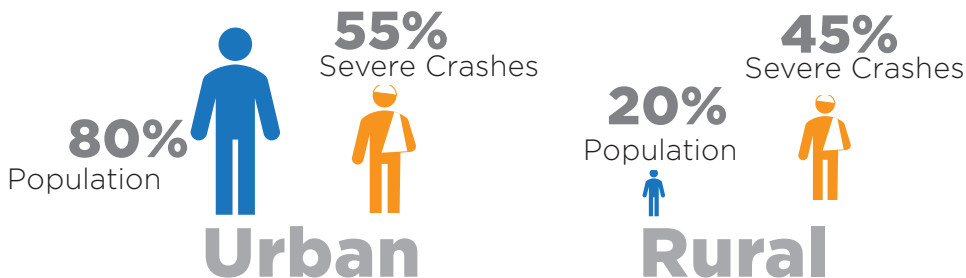


Over the past seven years, reported total crashes (30%), and reported fatal and serious injury crashes (25%) have generally increased in Clackamas County. This increase has outpaced the county's population growth of 4% over the same time.



Rural vs. Urban

People drive further in rural areas to reach destinations and emergency response times can be longer than in urban areas. Speeds are also higher than in urban areas and there are fewer transportation options. As a result, rural areas are more susceptible to severe crashes than urban areas. As shown below, 45% of reported severe crashes occurred in rural areas, while 20% of the population lives in rural areas.*



*Urban areas, as defined by the Federal Highway Administration, include any areas defined by the Census as being urbanized (either urbanized areas or urban clusters) with a population of 5,000 or greater. By this definition, for example, Molalla is considered urban and Estacada is not.

The Real Cost of Crashes

More difficult to calculate than the economic costs of crashes are the quality of life costs. So many of us know someone who was impacted by a crash, and those impacts reverberate throughout entire communities.

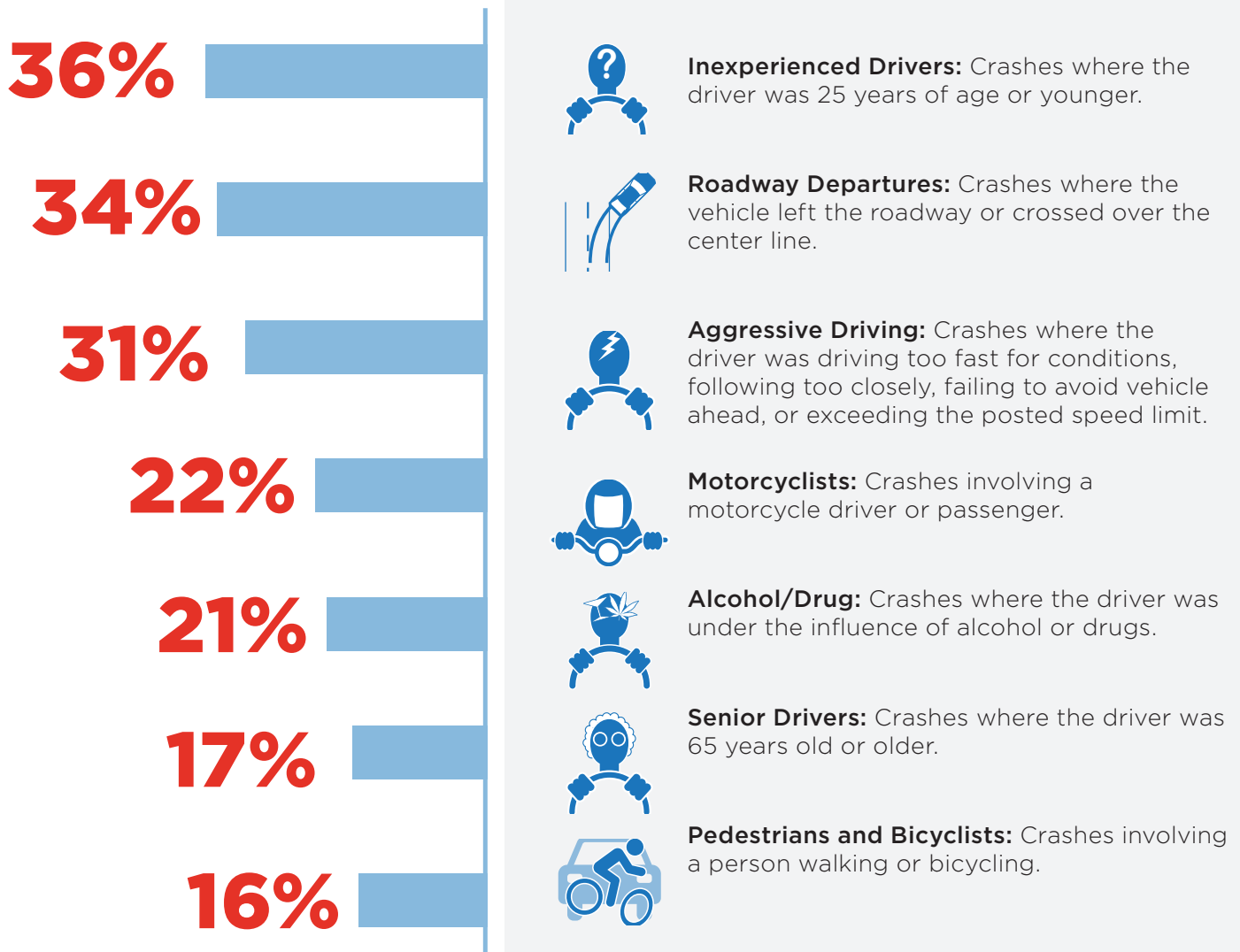
One such tragic event involved 6-year-old Derick Bedwell, who was killed in a drunk-driving crash in rural Molalla in June 2018. Because of the remote location, the victims had to flag a passing vehicle and travel 13 miles to reach cell service. By the time medical personnel arrived, it was too late. Derick's death impacted his family, his friends and his entire community.

In addition to tragic fatal crashes like this, crashes that don't end lives can still drastically affect them. Health issues stemming from serious crashes can lead to job and housing loss, financial trouble and mental health problems.

The most frequent contributing factors in reported crashes are:



Fatal and Serious Injury Crashes by Contributing Factor*



The most frequent contributing factors to fatal and serious injury crashes are:



Inexperienced Drivers: Crashes where the driver was 25 years of age or younger.



Roadway Departures: Crashes where the vehicle left the roadway or crossed over the center line.



Aggressive Driving: Crashes where the driver was driving too fast for conditions, following too closely, failing to avoid vehicle ahead, or exceeding the posted speed limit.



Motorcyclists: Crashes involving a motorcycle driver or passenger.



Alcohol/Drug: Crashes where the driver was under the influence of alcohol or drugs.



Senior Drivers: Crashes where the driver was 65 years old or older.



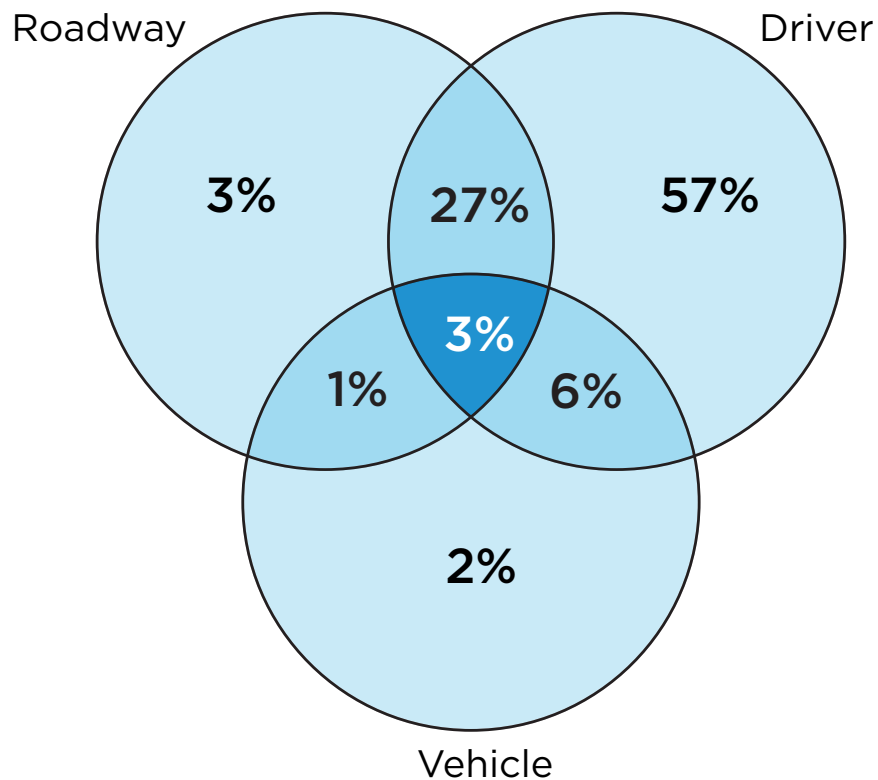
Pedestrians and Bicyclists: Crashes involving a person walking or bicycling.

* The percentages show when a factor was involved in a crash. Many crashes have more than one contributing factor.

Safe Drivers and Passengers

Causes of Crashes

The most common cause of crashes in Clackamas County, as well as throughout the country, is human error. As shown below, human error is a factor in 93% of crashes, while vehicle and infrastructure factors are present in 34% and 12% of crashes, respectively.¹ For the county to reach its goal of zero fatal and serious injury crashes, efforts across the entire social system must be accomplished. By changing attitudes, behavioral beliefs, and perceived norms, people using the transportation system can choose to make decisions to drive calmly, use seatbelts, drive sober, and use child passenger seats. Establishing values with safety as a primary core value will help people better understand when they should, and should not, be using the transportation system or choose to be a passenger.



Outreach should be tailored to the audience. One important way to do this is to provide information in multiple languages in locations with high non-English speaking populations.

¹ Treat, et al. Tri-Level Study of the Causes of Traffic Accidents. 1979

Attentive Driving

Data on distracted driving is difficult to collect, but in 2017 the Oregon Department of Transportation (ODOT) Distracted Driving Task Force Report² estimated crashes caused by distracted driving occur every three hours. Distracted driving can take many forms including eating, talking with passengers, and looking away from the road ahead. This topic has received increasing focus because of the rising use of cell phones, GPS devices, and other portable electronic devices while driving. Research from the AAA Foundation for Traffic Safety³ similarly reveals that in-vehicle technology like voice-based and touch screen features cause people to take their eyes and mental focus off the road and their hands off the wheel for potentially dangerous periods of time.

The Clackamas County Drive to Zero team offers the Posters & Coasters Safe Driving Media Contest to county high school students. The contest asks students to create artwork about safe driving for a chance to win prizes and share safe driving behavior with their local community. Nearly 100 high school students entered in 2018, with the winning poster shown here:



Artwork by: Kara Atiyeh, Junior, Sandy High School.

In response to findings and recommendations made by the ODOT Distracted Driving Task Force, House Bill 2597 took effect on October 1, 2017 making it illegal to drive in Oregon while holding or using any electronic device including cell phones, tablets, GPS or laptops.

However, new in-vehicle electronics and technologies are constantly entering the market. No matter what the newest distraction may be, all drivers need their focus to be on the road at all times.

Action Items-Attentive Driving

- Work with employers to institute distracted driving policies at their workplaces. The National Safety Council has a sample contract in its Distracted Driving toolkit.
- Educate youth and adults on the importance of paying attention when using the transportation system.
- Encourage businesses, institutions, and families to create policies related to driving safely, including attentive driving.

Attentive Driving - What Can You Do?

- Place electronic devices in a location you can't access before you start driving.
- Assign a designated texter.
- If you need to use an electronic device, pull over into a legal parking spot.
- Consume food or drink before or after driving
- Stay alert for wildlife crossing the roadway in rural areas.
- Program music or directions before you start driving.
- Take the Drive to Zero [Attentive Driving Pledge](#).⁴

2 Reducing Distracted Driving in Oregon: An Interdisciplinary Approach to a Statewide Problem. Oregon Department of Transportation. February 2017.

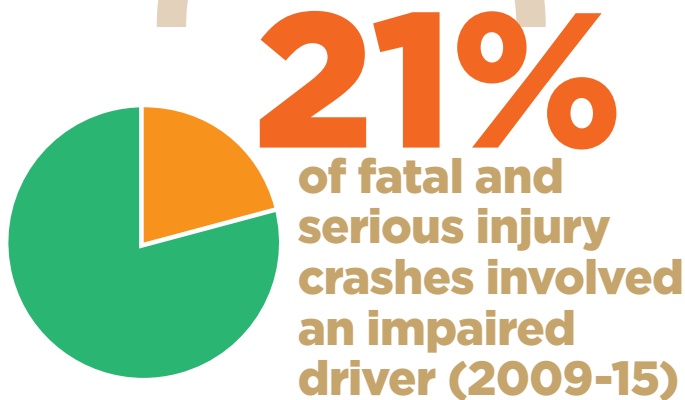
3 Visual and Cognitive Demands of Using In-Vehicle Infotainment Systems. AAA Foundation for Traffic Safety. October 2017.

4 www.clackamas.us/drivetozero/pledge.html

Safe Drivers and Passengers

Sober Driving

Over one-fifth of reported crash fatalities and serious injuries in Clackamas County involve alcohol- or drug-impairment. Additionally, fatigue, stress, and medications can lead to an impaired state that increases the risk of a crash.



Action Items-Sober Driving

- Work with alcohol and marijuana retailers/servers to encourage compliance checks to deter selling to, and reward those who do not sell to, underage individuals.
- Promote the Oregon Liquor Control Commission's Responsible Vendor Program.
- Provide educational posters, social media posts, and public service announcements to inform the public about the dangers of impaired driving.
- Work in schools to educate students on the consequences of impaired driving.
- Coordinate with enforcement agencies to gain support of legislation and penalties associated with impaired driving.

A substance use disorder is a treatable condition in which the use of alcohol or other substances leads to a clinically significant impairment or distress.

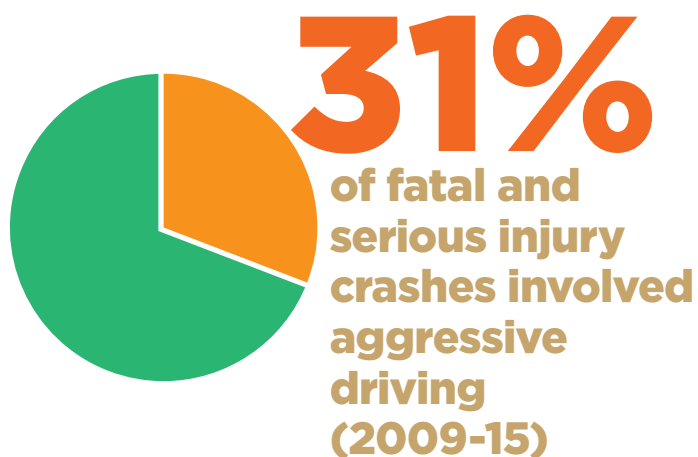
- Provide Drug Recognition Expert (DRE) training for all county law enforcement officers.
- Increase Driving Under the Influence of Intoxicants (DUI) and impaired driving enforcement.
 - » Data-driven saturation patrols.
 - » Drug recognition training (DRE & K9), standardized field sobriety tests training, and wet labs.
 - » Assign a dedicated DUI enforcement unit.
- Develop repeat DUI driver offender programs focused on treating the causes of DUI.
- Grow partnerships and support existing efforts to reduce underage drinking, underage marijuana use, and drug use through funding, educational outreach, and coalition membership.
 - » Partner with substance abuse treatment programs.

Sober Driving - What Can You Do?

- Drive sober and alert.
- Plan your ride home or assign a designated driver before you begin drinking or using marijuana.
- Prevent others from driving when they're intoxicated.
- Know the effects of any medication you're taking, prescription or over-the-counter.

Calm Driving

Aggressive driving was a factor in 46% of all reported crashes and 31% of reported fatal and serious injury crashes in Clackamas County from 2009 to 2015. Of these severe crashes, 85% involved speeding or driving too fast for conditions.



We take our personal lives with us wherever we go. If we're stressed or angry, that can carry through to our use of the transportation system and lead to erratic and dangerous driving. Efforts from the Clackamas County Public Health Division as described in **Blueprint for a Healthy Clackamas County** are critical to ensuring road users are in the right mental state to drive safely.

Action Items-Calm Driving

- Install speed feedback signs.
- Work with ODOT and individual cities to implement best practices in setting design speeds and speed limits, including risk-based speed limits.
- Implement automated enforcement of speeding and red-light running. (Based on current laws, this can only be used in cities, not in unincorporated communities of Clackamas County).

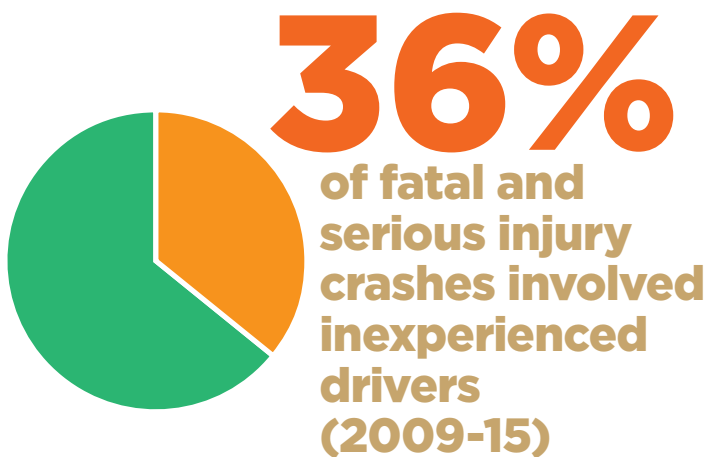
Calm Driving - What Can You Do?

- *Plan enough time to reach your destination so you don't need to speed to arrive on time.*
- *Drive the speed limit and leave ample following distance.*
- *Yield right-of-way to pedestrians and bicyclists at crosswalks and driveways.*
- *Calm yourself before driving if feeling stressed or angry.*

Safe Drivers and Passengers

Inexperienced Drivers

Inexperienced drivers are defined as drivers age 15 through 25. This demographic accounted for 40% of all reported crashes and 36% of reported severe crashes in Clackamas County from 2009 to 2015. Throughout the U.S., motor vehicle crashes are the leading cause of death for teenagers. These drivers' inexperience and their likelihood to overrate their driving abilities require special attention, according to *Toward Zero Deaths: A National Strategy on Highway Safety*.



According to ODOT, young drivers ages 15-20 without driver education, account for over 90% of all crashes involving drivers of this age.²

Action Items-Inexperienced Drivers

- Support driver education programs, especially in rural areas that may struggle for access to programs.
- Begin safety education before young people reach driving age, as early as preschool. Partner with groups such as **Safety Towns** and school districts.
- Support family-based driver education to leverage parental influence.
- Continue to support peer-based safe driving marketing efforts.
- Continue outreach programs in high schools county-wide to provide driver and non-motorized travel safety education.

Inexperienced Drivers - What Can You Do?

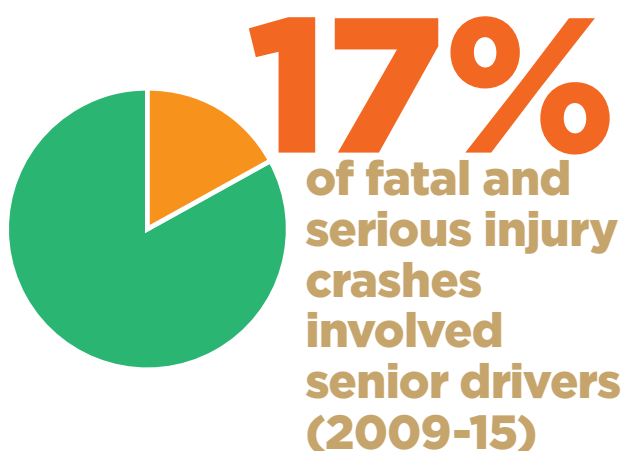
- *Work with young family members to impart safe driving principles before they reach driving age.*
- *Enroll teens approaching driving age in formal driver education courses.*
- *Sign a [Parent-Teen Driving Contract](#)¹ with young drivers in your family.*
- *Lead by example - always drive attentively, calmly and sober*

1 www.cdc.gov/MotorVehicleSafety/pdf/Driving_Contract-a.pdf

2 October 19, 2018 ODOT Press Release "Driver Education making all the difference in the world in Oregon."

Senior Drivers

Senior drivers are defined as age 65 or older. This demographic accounted for 18% of all reported crashes and 17% of reported severe crashes in Clackamas County from 2009 to 2015. Lower motor skill coordination at older ages, combined with a continued need to drive to medical care, shopping, and socialization creates special needs for this population. Several actions can be taken to improve senior driver safety.



Senior Drivers - What Can You Do?

- Take the online [AAA Roadwise Driver Course](http://www.aaadrivercourse.com)¹.
- Use transit options such as TriMet and Clackamas County Transportation Reaching People when possible.
- Ask your doctor or pharmacist to review medicines for side effects such as drowsiness that may affect safe driving.
- Have your vision checked annually.
- Drive during daylight hours when possible.

Seniors rely on transportation for socialization and medical needs. To enable them to access these critical needs without driving themselves, other transportation options are necessary. This is a particular challenge in rural areas, where transit options are often minimal and pedestrian infrastructure is often lacking.

Action Items-Senior Drivers

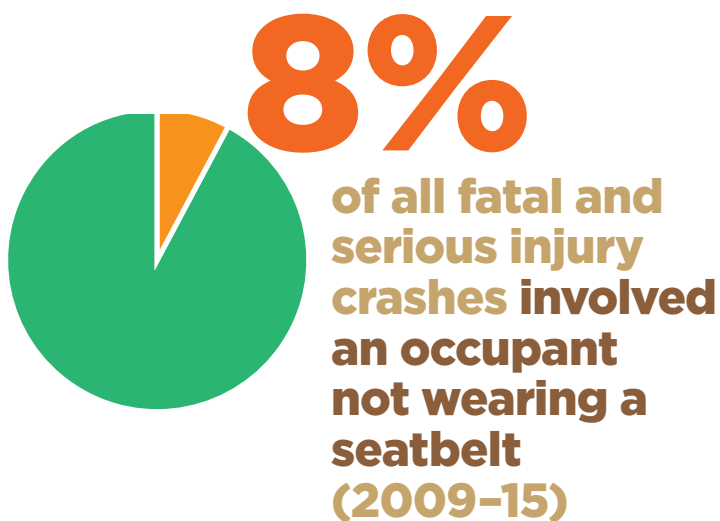
- Encourage conversations about safe driving between family members and the health care community through educational campaigns, pamphlets, and online resources.
- Since seniors are more likely to be taking medications, teach people about the impact of medicines on their ability to think clearly and react quickly.
- Support training sessions through organizations, such as AARP, AAA, and insurance companies, to help seniors maintain driving skills.
- Provide transportation options through infrastructure that allows for transit, walking, and other forms of transportation.
 - » Focus this effort in rural areas where maintaining mobility without driving is most difficult.
 - » Partner with transportation assistance programs to promote non-driving options.

¹ www.seniordriving.aaa.com/maintain-mobility-independence/driver-improvement-courses-seniors/take-online-defensive-driving-course/

Restraining Devices: Seatbelts, Child Passenger Seats, and Pet Harnessing

The state of Oregon boasts a seatbelt usage rate of 98%¹, among the highest in the country. In Clackamas County 8% of severe crashes involved a driver or passenger not wearing a seatbelt. Additionally, while just 2% of all occupants don't use seatbelts statewide, crashes involving impaired driving had an unbelted occupant 19% of the time.

Child passenger seats must be installed and used properly to achieve their full benefit. Additionally, pets need to be harnessed in vehicles to protect them, vehicle operators, and emergency responders.



Action Items—Restraining Devices

- Support Safe Kids Oregon, ODOT, and Oregon Impact in their education efforts on child passenger safety.
- Raise awareness of the frequency of incorrect car seat installation. Provide information on the safety outcomes of properly installed car seats, including types of seats, when they should be front or rear facing, when children should be seated in the front or back of vehicles, and other laws related to seatbelt use.
- Provide car seat installation assistance. If possible, offer reduced priced seats for sale to low-income families.
- Support education, marketing, and enforcement efforts to further increase seatbelt usage in Clackamas County.
- Complete gap analysis of child passenger safety in Clackamas County.
 - » Implement recommendations from gap analysis report.

Restraining Devices - What Can You Do?

- Use your seatbelt and encourage others in your vehicle to do the same.
- Learn how to properly use car seats, including when they should be front or rear facing, when children should be seated in the front or back of vehicles, how to properly use car seats while wearing a winter coat, and how to avoid unsafe after-market items and toys.
- Get a child seat checkup with [Oregon Impact](#)².
- Use new car seats.
- Check for child passenger seat recalls at www-odi.nhtsa.dot.gov/recalls/childseat.cfm

1 Oregon Department of Transportation. Oregon Transportation Safety Action Plan. 2016.

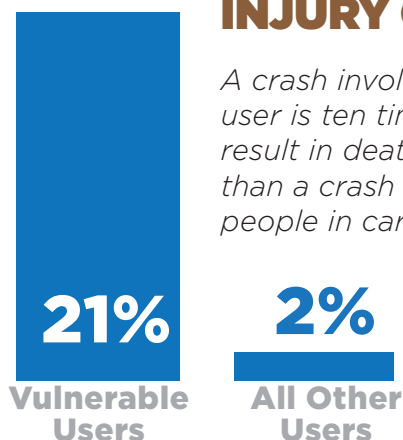
2 www.oregonimpact.org/car-seat-resources.htm

Safe Vulnerable Users

People walking, bicycling, or riding a motorcycle are considered **vulnerable users** because they do not have the same physical protection as people in a motor vehicle. It's no surprise that people walking, bicycling, or on motorcycles are involved in a disproportionately high number of fatal and serious injury crashes.

REPORTED CRASHES RESULTING IN SERIOUS INJURY OR DEATH

A crash involving a vulnerable user is ten times more likely to result in death or serious injury than a crash involving only people in cars or trucks.



Other Plans

The Oregon Department of Transportation **Safety Action Plan** lists improving vulnerable user safety as a near-term emphasis area. The Toward Zero Deaths national strategy lists safer vulnerable users as a key area. Lastly, the **Blueprint for a Healthy Clackamas County** and **Clackamas County Drive to Zero** program define a long-term goal of eliminating all pedestrian, bicycle, and motor vehicle traffic crash fatalities in Clackamas County.

A study from the US Department of Transportation shows that the faster a vehicle is traveling, the higher the likelihood is that a pedestrian crash will be fatal.



PEDESTRIAN DEATH DUE TO SPEED

U. S. DEPARTMENT OF TRANSPORTATION, LITERATURE REVIEWED ON VEHICLE TRAVEL SPEEDS AND PEDESTRIAN INJURIES. MARCH 2000.

Image created by the Portland Bureau of Transportation.

Safe Vulnerable Users



Action Items

Pedestrians

People walking face the most conflicts with motor vehicles. Action items to

mitigate pedestrian crashes include:

- **Work with partners** through safety fairs, school presentations, town halls, and community events to develop and provide safety education, including the following outreach for children.
 - » Safe crossing practices
 - » Not playing behind vehicles or near streets
 - » Importance of adult supervision
- **Adult pedestrian outreach**, such as safe crossing practices and new pedestrian infrastructure education.
- **Design roadways** integrating pedestrian safety considerations by providing pedestrian infrastructure, encouraging slower motor vehicle speeds, and minimizing conflict points between pedestrians and motorists (see Part II for more information).
 - » Sidewalks, pathways, and other walkways separating pedestrians from motor vehicles along roadways
 - » Enhanced roadway crossings, where appropriate
 - » Pedestrian-focused traffic signal timing, such as elimination of permissive right-turns on red and leading pedestrian intervals
- **Continue to support** the Clackamas County Safe Routes to School program.
- **Continue support** for County Bike and Pedestrian Program.

Pedestrians - What Can You Do?

- *Be attentive and put away electronic devices when walking or rolling.*
- *Cross the roadway at crosswalks and traffic lights.*
- *Wear high-visibility clothing.*

Motorists - What Can You Do?

- *Pay extra attention to look for people who may be crossing, or about to cross, the street at all intersections and other crossings.*
- *Give ample space between your vehicle and people bicycling when passing.*
- *Obey all traffic laws and drive predictably.*

Other vulnerable roadway users include construction workers, law enforcement agents, and Adopt-a-Road volunteers as well as skateboard, e-scooter, and hoverboard and other mobility device users.

Safe Vulnerable Users



Action Items

Bicyclists

Bicyclists face the most conflicts with motor vehicles. The following

action items can improve bicycle safety.

- **Education and awareness** campaigns centered on driver and bicyclist behavior, common crash types, and low-light visibility issues.
- **Roadway design** integrating bicycle safety considerations by providing appropriate bicycle infrastructure, encouraging slower motor vehicle speeds, and minimizing conflict points between bicyclists and people driving (see Part II for more information).

- » Shared lane markings, wayfinding, and where necessary, traffic calming for lower speed and volume roadways.
- » Increasing physical separation between people biking and motor vehicles as motor vehicle volumes and speeds increase, including physical barriers at higher speeds and volumes.

- **Continue to support** the Clackamas County Safe Routes to School programs.
- **Continue support** for County Bike and Pedestrian Program.
- **Support prevention agencies** such as Think First that provide training and education related to helmet use.

Bicyclists - What Can You Do?

- *Wear a helmet and use front and rear lights.*
- *Obey all traffic laws and ride predictably.*



Action Items

Motorcyclists

Motorcycles are motor vehicles, but motorcyclists have a lower level of protection and face

higher traffic injury and fatality risks. One of the best ways to improve motorcycle safety conditions is through education and outreach.

Ideally, motorcycle education efforts should leverage motorcycle culture and be led by fellow riders. This can include outreach on:

- Proper safety equipment
- Safe riding practices
- Motorcycle handling skills and maintenance

- ODOT and Team Oregon training and outreach work

Motorcyclists - What Can You Do?

- *Wear a helmet and protective clothing.*
- *Obey all traffic laws and ride predictably.*
- *Take a [Team Oregon motorcycle training course](http://team-oregon.org/training/)¹.*

¹ <http://team-oregon.org/training/>

Safe Infrastructure



The choices drivers make are influenced by the roadway infrastructure around them. For instance, people may feel comfortable driving faster than the posted speed limit on a roadway that is designed for faster speeds. Further, people will make mistakes when they drive. Whether these errors result in death or serious injury depends, in part, on infrastructure design.

Vehicle technology is rapidly changing toward a future with connected and autonomous vehicles. Infrastructure that is designed to communicate with vehicles will help prevent collisions in the future. Guiding principles and policies to support safety infrastructure include:

Safety should be a priority on every project

- Consider safety-based measures for a given design criteria to evaluate roadway performance.
- Develop policies and practices to incorporate safety assessments into project development, design, and construction.
- Convene a group to investigate how to incorporate increased safety analysis requirements into development review:
 - » Develop and implement crash frequency standards.
 - » Assess impact fees for trips through Safety Focus roadways and intersections.
- Integrate Road Safety Audits (RSAs) into the project development process. Encourage RSAs on existing roads and intersections.

Deploy safety countermeasures related to safety emphasis areas

- See Part 2 of the plan for more information on specific countermeasures and locations.

Design for all expected users

- Design appropriate infrastructure for people walking and biking.
- Educate and inform users of infrastructure changes.
- Enact roadway design standards that encourage vehicle speeds appropriate for the surrounding land use.

Performance Clackamas sets Pavement Condition Index (PCI) goals as follows:

- By 2022, maintain the average condition of paved county roads at 70 PCI or higher.
- By 2022, improve the average condition of urban local roads to a PCI of 70 or higher.

Prepare roadways, streetlights, signals, etc. for vehicle-to-infrastructure communication

- Monitor future trends to discern best options for pursuing this action item.

Safe Vehicles

Vehicle factors, such as brake failure, tire underinflation, and vehicle-related vision obstructions are the sole cause of about 3% of reported cases and contribute to about 12% of reported crashes in the United States¹. While vehicle-only contributing factors are rare, eliminating them provides opportunities to save more lives. Advances in vehicle technology will help reduce collisions and protect occupants. This section discusses Clackamas County's role in improving commercial fleet vehicle safety and passenger vehicle safety.

Action Items - Safe Vehicles

Clackamas County can help improve safety performance for commercial and personal vehicles:



Commercial Vehicles

- Increase Motor Carrier Safety inspections and outreach.
- Develop safety standards for County fleet vehicles.



Personal Vehicles

- Develop and implement education and outreach efforts to communicate safety benefits and limitations of new vehicle technologies.
- Analyze crashes involving vehicle malfunctions and use results to inform outreach, and possibly enforcement, efforts.

Safe Vehicles - What Can You Do?

- When purchasing a new or used vehicle, compare its [safety features](#)² with other vehicles.

Technology Advances and Safety

Newer vehicles and connected/automated vehicles can help drivers avoid crashes and improve safety in the following ways:

- **Perform some driving-related tasks**
- **Alert drivers to risk**
- **Assist drivers who are at risk of a crash**
- **Protect vehicle occupants during a crash**
- **Enable communication with other vehicles and the roadway**
- **Help vehicles continue to perform as designed**

Sources differ dramatically on when automated vehicles will hit the market and what levels of automation they'll possess. Some automation (such as cruise control) has been around for years, and vehicles that can drive themselves in specific situations and in good weather are on the streets now¹. However, fully automated vehicles may not saturate the market for some time. Carmakers across the country hope to put fully automated vehicles on the market by 2025², but many in the industry³ believe that obstacles such as crash ethics and cybersecurity could pose obstacles to widespread adoption.

- 1 www.businessinsider.com/lyft-deploying-self-driving-bmws-in-las-vegas-2018-5
- 2 www.edmunds.com/car-news/auto-industry/honda-plans-self-driving-cars-by-2025.html
- 3 www.technologyreview.com/s/602292/top-safety-official-doesnt-trust-automakers-to-teach-ethics-to-self-driving-cars/

1 Treat, et al. Tri-Level Study of the Causes of Traffic Accidents. 1979.
 2 www.consumerreports.org/car-safety/cars-with-advanced-safety-systems/

Safety Culture

What is Safety Culture?

Safety Culture is the attitude, beliefs, perceptions, and values people share related to safety. It can be summed up by the phrase “the way we do things around here.” For Clackamas County, Safety Culture is the attitude residents share about safe driving and other forms of transportation. Clackamas County recognizes the need to grow a positive Safety Culture and to have everyone agree that serious injury or death from a vehicle crash is not acceptable. We must grow this Safety Culture across the county.

Positive Culture Framework from Montana University Center for Health and Safety Culture¹



¹ Graphic courtesy Montana State University

Safety Culture

In addition to the Molalla pilot project, the County's ongoing efforts to improve safety culture include:

- **Drive to Zero (DTZ)**, the Clackamas County initiative to eliminate fatal and serious injury crashes, focuses on safe driving and safe roadways. DTZ runs a number of programs, including youth-oriented education and outreach efforts, media campaigns, and the Molalla pilot project.
- **The Clackamas County Traffic Safety Commission** consists of 12 Clackamas County residents, including one or more high school students, that meets monthly to discuss a variety of safety-related topics and provide a community perspective on what is needed to improve safety in Clackamas County.
- Publishing the **Blueprint for a Healthy Clackamas County**, which establishes a long-term goal to eliminate traffic fatalities in Clackamas County.
- **The Clackamas County Safe Routes to School Program** focuses on increasing safety, walking and biking to local schools. Included in the program is extensive outreach and encouragement about safety for all users.

Molalla Safety Culture Project

In 2016, Clackamas County began a pilot project to build a rural community traffic safety program incorporating the **Positive Culture Framework (PCF)**. The Molalla rural area within the Molalla Rural Fire District boundary was selected due to their readiness including community-driven projects sponsored by the **Ford Family Foundation (FFF)** and the **Rural Development Initiatives (RDI)**. They were also chosen due to an overrepresentation of severe and fatal crashes.

Molalla Drive to Zero (M-DTZ) was formed under the umbrella of Molalla Communities that Care, a local non-profit. A fundamental component of the pilot was to establish a positive safety culture to encourage good choices and positive outcomes rather than traditional programs that focus on negative or traumatic methods of changing behavior.

The Center for Health and Safety Culture at Montana State University (MSU) provided consultation services including training and technical expertise on the PCF for the M-DTZ initiative. The PCF enhances efforts that grow a positive traffic safety culture. It is founded on the concept that there is positive in the community and it is worth growing. The outcome of the PCF framework was to support and enhance shared values and beliefs, in turn decreasing risky behaviors.

MSU conducted a survey within the Molalla Fire

Service boundary about community perceptions of traffic safety. Responses showed that community perception of traffic safety varied greatly. These surveys provided a lens through which stakeholders could better understand issues and perceptions within the community. The survey and local crash data also helped direct the program to select a focus area to work on, which was aggressive driving. As the program continued, other community projects were

chosen to work on including hosting child passenger safety education events, improving access to driver education for high school students, and creating safe driving policies for local businesses. While building capacity in the community for PCF takes time and effort, **there is deep interest in the community to grow a positive safety culture.**

M-DTZ stakeholders have provided outreach at safety fairs and community events. They have also reached out to school representatives, elected officials and law enforcement to discuss community-wide safety collaboration opportunities. These critical first steps are helpful for the community to lay the groundwork to grow a positive safety culture in the community.

Clackamas County will continue to work with the community and support their efforts. Staff will also reach out to other communities to continue local programs such as Molalla Drive to Zero.



National Resources and Efforts

- **The Road to Zero Coalition** is made up of 687 members ranging from advocacy organizations to government to public health experts. Its report on strategies to get to zero traffic deaths identifies creating a positive safety culture as one of the three key strategies. It provides several resources on its website covering a variety of topics.
- **The Toward Zero Deaths** national strategy details how to shift culture away from transportation risk acceptance. It brings together various state and local initiatives to pursue a highway system that is free of fatalities.
- Several cities, counties, and states around the country have adopted **Vision Zero** initiatives, including the City of Portland and the Oregon Department of Transportation (ODOT). The Vision Zero Network provides resources to help communities reach this goal.
- **The Transportation Research Board Safe Systems Committee** identifies research needs, explains research findings to the public, and creates partnerships between organizations focused on Safety Culture.

Emerging Technology and Safety Culture

Emerging technology may help drivers avoid crashes, but it also may introduce new distractions or cause people to rely too much on the technology. It will be important to monitor the effects of emerging technology on driver behavior and integrate it into efforts focused on building a safety culture.

Safety Culture – What Can You Do?

- *Contact the Department of Transportation and Development for your block club or neighborhood association to work with Clackamas County's safety team to build neighborhood traffic safety culture.*

Action Items – Safety Culture

- **Continue improving** safety culture within the county itself, starting with departments directly associated with transportation safety, including the Department of Transportation and Development and the Department of Health, Housing, and Human Services.
 - » This could include safe driving contracts that contain an agreement to drive sober, attentively, and calmly and providing educational materials, videos, and seminars.
- **Continue the Molalla Drive to Zero project.**
- **Build off the Molalla Drive to Zero project** and extend Positive Culture Framework applications to other communities in the county.
- **Reach out to media** to encourage positive reporting instead of negative or traumatic messaging.
- **Continue to support** the Clackamas County Safe Routes to School program, including education and encouragement efforts.

Safety Management

Safety management includes:

- Communication between safety partner organizations;
- Safety analysis capacity building; and,
- Data management.

Improved safety management will result in a coordinated and efficient effort to improve Clackamas County's transportation safety outcomes.



Communication between Safety Partners

Various organizations in Clackamas County are working to eliminate traffic fatalities and serious injuries. To most effectively accomplish this, the organizations, such as emergency medical service professionals, highway agencies, enforcement officers, transportation engineers, health officials, and private organizations should share data, understand the resources others can offer, and help each other with the challenges they are facing.

Action Items - Communication

- Continue DTZ Advisory Board and expand membership.
- Develop other forums and tools for cross-organization information sharing and communication.
- Collaborate with Clackamas County Public Health Division to work on active transportation, safe routes to school, health impact assessments, and rural access to health care.

- Include transportation safety in county public health education programming.
- Better incorporate safety into long-range planning and project development processes.
- Develop a formal method for sharing safety data with partners (such as a website or a recurring presentation).
- Collaborate with local law enforcement agencies to identify and evaluate top county crash locations.
- Continue to promote and support the Clackamas County Traffic Safety Commission.



Data Management

Data-driven approaches can help the county most effectively reduce severe crashes. Data can help the county determine where to focus its efforts to achieve the greatest reduction in severe crashes and then to determine the most effective treatments and/or programs to employ. To fully realize the potential of the data being collected, the county needs to share it across organizations and integrate it into systems where it can be effectively analyzed.

Action Items - Data Management

- Integrate Roadway Infrastructure Management Systems (RIMS), crash, and traffic databases.
- Manage assets efficiently.
- Improve data inventory elements including addition of curve data.

- Partner with Clackamas County Public Health Division and Center for Public Health Advancement to:
 - » Overlay substance abuse data with DUII data to identify locations to focus interventions.
 - » Overlay chronic disease impacts with transportation safety data to identify locations where interventions could be applied to reduce disease and traffic crashes (e.g., multimodal infrastructure improvements).
- Provide crash data recording training for law enforcement officers.



Safety Analysis Capacity Building

As more data becomes available, Clackamas County has an opportunity to use this new data to improve traffic safety outcomes. To do so, however, the County will need to increase its analysis capacity by hiring additional staff with data analysis skills and/or by using trainings to improve existing staff analysis skills.

Action Items – Safety Analysis

- Pursue grants to provide additional training and/or software tools.
- Plan and execute data analysis training sessions.
- Add data analysis capabilities.
- Integrate the *Highway Safety Manual (HSM)* Predictive Method analyses into the roadway database for segments and intersections.
- Automate network screening using a custom or off-the-shelf tool.
- Support Data-Driven Approaches to Crime and Traffic Safety (DDACTS).

Safety Analysis – What Can You Do?

- Report all crashes.
- Report all road concerns.

Enhanced Emergency Medical Services

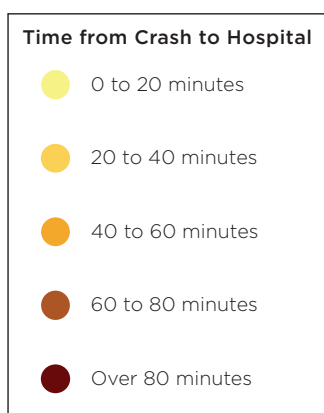
Emergency Medical Services (EMS) provide an opportunity to stabilize the life of a person injured in a crash. They are integral to Clackamas County reaching its goal of zero fatal or serious injury crashes. The effectiveness of EMS is tied closely to the time it takes for a person injured in a crash to receive prompt medical care. Research indicates that there is a “golden hour;” total pre-hospital time over 60 minutes is associated with a rise in patient mortality.¹

To receive prompt, high-quality medical attention, a victim with severe injuries needs to be quickly transported to a high-level trauma center. Clackamas County has no designated trauma centers and relies on trauma centers in the surrounding counties. For some rural parts of Clackamas County, prompt access to these facilities is not currently feasible. (See map on this page for the time elapsed between a crash and the victim’s arrival at the hospital for a selection of crashes in Clackamas County from 2012 to 2016).

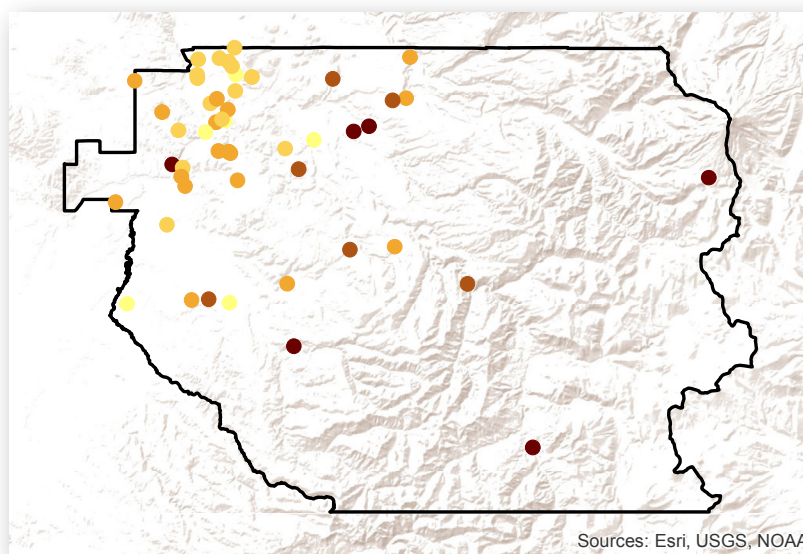
Areas with higher response times and lower availability of trauma centers may need to rely on bystander first aid. Evidence shows that bystander aid before EMS arrival can improve patient outcomes and decrease deaths.

Action Items – Emergency Medical Services

- **Partner with local hospitals or outreach groups** to help provide bystander training courses to the public (i.e., train members of the public to respond to emergencies since they are sometimes the first on the scene at a crash and may be the only one for some time in rural areas). Opportunities for this include:
 - » Partner with hospitals offering courses including Stop the Bleed, such as Legacy Health and Oregon Health Sciences University.
 - » Promote the Community Emergency Response Team (CERT) program, which trains community members in first responder skills.



Source: Fatality Analysis Reporting System (FARS). National Highway Traffic Safety Administration. 2012-2016.



¹ Samplais, et al. Impact of on-site care, prehospital time, and level of in-hospital care on survival in severely injured patients. 1993.

- » Work with local groups, such as fire departments, to be trainers themselves and then offer training more frequently in their local community.
- » Partner with Oregon Trauma Systems program and trauma centers since trauma centers are required to provide injury prevention programs.
- **Work with the Emergency Medical Services Council** and other stakeholders to:
 - » Maximize efficiency with urban and rural response times through evidence-based techniques.
 - » Optimize activation of Life Flight based on risk.
 - » Build advanced education EMS personnel capacity in rural areas.
 - » Identify reasons for delay in transport for both ground EMS and helicopter EMS (using registry data and EMS records).
 - » Consider process improvement initiatives to increase EMS documentation and data collection.
 - » Work with stakeholders to identify equipment upgrades, training, or enhancements that would improve patient outcomes.
 - » Identify barriers, if any, to rapid transfer of patients from lower-acuity hospitals in Clackamas County to nearby trauma centers.
 - » Explore accreditation of County dispatch centers.
- **Support the Oregon Area Trauma Advisory Board** in their efforts to:
 - » Review patient transport time data, identify barriers to rapid transport, and work with stakeholders to find solutions.
 - » Enhance quality assurance for delivery of emergency medical services and review improvement opportunities.
 - » Continue collaboration with EMS providers as part of Drive to Zero Advisory Board and expand to other groups as necessary.
- **Enhance collaboration** between the county and rural fire districts with emphasis on unique rural needs.
- **Work with the County 911 team** to:
 - » Involve them in appropriate project planning and design review to identify opportunities to improve EMS access and location identification.
 - » Involve them in enforcement and EMS grant opportunities.
 - » Develop and purchase a system that allows County 911 dispatchers to quickly input reported road issues and send the information to the appropriate agency (i.e., County, City, or ODOT Region).
- Consider a media campaign to inform/educate motorists how to help emergency vehicles move faster by slowing down and moving over.

Emergency Medical Services – What Can You Do?

- *Be aware of locations where cellular service may not exist.*
- *Be aware of your location so you can provide it to EMS providers if necessary.*
- *Program your phone with emergency contact information.*
- *Take a first-aid or CPR course.*



Part 1 Action Items Summary

The following table summarizes the action items in Part 1 of this plan. More detailed information on implementation timeframes and lead/supporting agencies for each item can be found in **Appendix B**.

Action #	Action Item
Safe Drivers and Passengers	
DP1	Work with employers to institute distracted driving policies at their workplaces.
DP2	Educate youth and adults on the importance of paying attention when using the transportation system.
DP3	Encourage businesses, institutions, and families to create policies related to driving safety, including attentive driving.
DP4	Work with alcohol and marijuana retailers/servers to encourage compliance checks to deter selling to, and reward those who do not sell to, underage customers.
DP5	Promote the Oregon Liquor Control Commission's Responsible Vendor program.
DP6	Provide educational posters, social media posts, and public service announcements to inform the dangers of impaired driving.
DP7	Work in schools to educate students on the consequences of impaired driving.
DP8	Coordinate with enforcement agencies to gain support for legislation and penalties associated with impaired driving.
DP9	Enhance Driving Under the Influence of Intoxicants (DUII) and impaired driving enforcement through data-driven saturation patrols; drug recognition and training (DRE & K9), standardized field sobriety tests training, and wet labs; and assigning a dedicated DUII enforcement unit.
DP10	Develop repeat DUII driver offender programs focused on treating the causes of DUII.
DP11	Provide Drug Recognition Expert (DRE) training for all county law enforcement officers.
DP12	Grow partnerships and support existing efforts to reduce underage drinking, underage marijuana use, and drug use through funding, educational outreach, and coalition membership.
DP13	Implement automated enforcement of speeding and red-light running. <i>This can only be used in cities, not in unincorporated communities of Clackamas County.</i>
DP14	Install speed feedback signs.
DP15	Work with ODOT and individual cities to implement best practices in setting design speeds and speed limits, including implementing risk-based speed limits.
DP16	Support driver education programs, especially in rural areas that may struggle with access to programs.
DP17	Begin safety education before young people reach driving age.
DP18	Support family-based safety education to leverage parental influence.
DP19	Continue to support peer-based marketing efforts.
DP20	Continue outreach program in high schools countywide to provide driver and non-motorized mode safety education.
DP21	Encourage conversations between family members and the health care community about safe driving through education campaigns and supporting materials, such as pamphlets and online resources.
DP22	Teach people about the impact of medicines on their ability to think clearly and react quickly.
DP23	Support training sessions through AARP and insurance companies to help seniors maintain driving skills.
DP24	Provide transportation options through multimodal infrastructure.
DP25	Support Safe Kids Oregon, ODOT, and Oregon Impact in their education efforts on child passenger safety.
DP26	Raise awareness of the frequency of incorrect car seat installation. Provide information on the safety outcomes of properly installed car seats, including types of seats, when they should be front or rear facing, when children should be seated in the front or back of vehicles, and other laws related to seat belt use.

Part 1 Action Items Summary

Action #	Action Item
DP27	Provide child passenger seat installation assistance. If possible, offer reduced priced seats for low-income families.
DP28	Complete gap analysis of child passenger safety in Clackamas County.
DP29	Implement recommendations from gap analysis report (see item #DP27).
DP30	Support education, marketing, and enforcement efforts to further increase seat belt usage in Clackamas County.
Safe Vulnerable Users	
VU1	Work with partners through safety fairs, school presentations, town halls, and community events to develop and execute safety education, including outreach for children: safe crossing practices, not playing behind vehicles or near streets, and the importance of adult supervision.
VU2	Adult pedestrian outreach, such as safe crossing practices and new pedestrian infrastructure education.
VU3	Roadway design integrating pedestrian safety considerations by providing pedestrian infrastructure, encouraging slower motor vehicle speeds, and minimizing conflict points between people walking and people driving (see Part 2 for more information).
VU4	Continue to support the Clackamas County Safe Routes to School program.
VU5	Continue support for the County Bike and Pedestrian Program.
VU6	Education and awareness campaigns centered around driver and bicyclists behavior, common crash types, and low-light visibility issues.
VU7	Roadway design integrating bicycle safety considerations by providing appropriate bicycle infrastructure, encouraging slower motor vehicle speeds, and minimizing conflict points between bicyclists and people driving (see Part II for more information).
VU8	Support prevention agencies such as Think First, which provide training and education related to bike helmet use.
VU9	Consider outreach regarding proper motorcycle proper safety equipment.
VU10	Consider outreach regarding safe motorcycle riding practices.
VU11	Consider outreach regarding motorcycle handling skills and maintenance.
VU12	Support ODOT and Team Oregon training and outreach.
Safe Infrastructure	
I1	Consider safety-based measures for design criteria to evaluate roadway performance.
I2	Develop a policy and practice for incorporating safety assessments into project development, design, and construction.
I3	Convene a group to investigate incorporating increased safety analysis requirements into development review; develop and implement crash frequency standards, and assess impact fees for trips through Safety Focus roadways and intersections.
I4	Integrate Road Safety Audits (RSAs) into the project development process. Encourage RSAs on existing roads and intersections.
I5	Deploy safety countermeasures related to safety emphasis areas (see Part 2 of the plan for more information on specific countermeasures and locations).
I6	Design appropriate infrastructure for people walking and biking.
I7	Educate and inform users of infrastructure changes.
I8	Enact roadway design standards that encourage vehicle speeds appropriate for the surrounding land use.

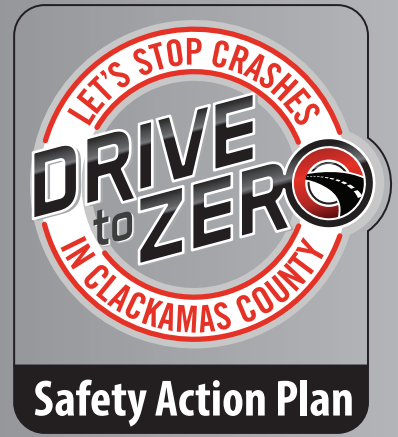


Part 1 Action Items Summary

Action #	Action Item
I9	By 2022, maintain the average condition of paved county roads at 70 PCI or higher.
I10	By 2022, maintain the average condition of urban local roads at 70 PCI or higher.
I11	Prepare roadways, streetlights, signals, etc. for vehicle to infrastructure communication. Monitor future trends to discern best way to pursue this action item.
Safe Vehicles	
VE1	Increase Motor Carrier Safety inspections and outreach.
VE2	Develop safety standards for County fleet vehicles.
VE3	Develop and implement education and outreach efforts to communicate safety benefits and limitations of new vehicle technologies.
VE4	Analyze crashes involving vehicle malfunctions and use results to inform outreach, and possibly enforcement, efforts.
Safety Culture	
C1	Continue improving safety culture within the County, starting with departments directly associated with transportation safety, including the Department of Transportation and Development and the Department of Health, Housing, and Human Services.
C2	Build off the Molalla Drive to Zero project and extend Positive Culture Framework applications to other communities in the County.
C3	Reach out to media to encourage positive reporting instead of negative or traumatic messaging.
C4	Continue to support the Clackamas County Safe Routes to School program, including education and encouragement efforts.
Safety Management	
M1	Integrate Roadway Infrastructure Management Systems (RIMS), crash, and traffic databases.
M2	Manage assets efficiently.
M3	Improve data inventory elements including addition of curve data.
M4	Partner with Public Health and the Center for Public Health Advancement to overlay substance abuse data with DUUI data and overlay chronic disease impacts with transportation safety data to identify locations where interventions could be applied to reduce disease and traffic crashes (e.g., multimodal infrastructure improvements) which may help fill gaps in reporting of non-injury crashes.
M5	Provide crash data recording training for law enforcement officers.
M6	Pursue grants to provide additional training and/or software tools.
M7	Plan and execute data analysis training sessions.
M8	Add data analysis capabilities.
M9	Integrate the <i>Highway Safety Manual (HSM)</i> Predictive Method analyses into the roadway database for segments and intersections.
M10	Automate network screening using a custom or off-the-shelf tool.
M11	Support data-driven approaches to crime and traffic safety (DDACTS).
M12	Continue DTZ Advisory Board and potentially expand membership.
M13	Develop other forums and tools for cross-organization information sharing and communication.

Part 1 Action Items Summary

Action #	Action Item
M14	Collaborate with Department of Public Health to work on active transportation, safe routes to school, health impact assessments, and rural access to health care.
M15	Include transportation safety in County public health education programming.
M16	Better incorporate safety into long-range planning and project development processes.
M17	Develop a formal method for sharing safety data with partners, such as a website or a recurring presentation.
M18	Collaborate with local law enforcement agencies to identify and evaluate top County crash locations.
M19	Continue to promote and support the Clackamas County Traffic Safety Commission.
Enhanced Emergency Medical Services	
EMS1	Partner with local hospitals and outreach groups to help provide bystander training courses to the public (i.e., train members of the public to respond to emergencies since they are sometimes the first on the scene at a crash and may be the only one for some time in rural areas).
EMS2	Maximize efficiency with urban and rural response times through evidence-based techniques.
EMS3	Optimize activation of Life Flight based on risk.
EMS4	Continue to build advanced education EMS personnel capacity in rural areas.
EMS5	Continue to identify reasons for delay in transport for both ground EMS (GEMS) and helicopter EMS (HEMS) using registry data and EMS records.
EMS6	Continue to consider process improvement initiatives to increase EMS documentation and data collection.
EMS7	Continue to work with stakeholders to identify equipment upgrades, training, or enhancements that would improve patient outcomes.
EMS8	Continue to identify barriers, if any, to rapid transfer of patients from lower-acuity hospitals in Clackamas County to trauma centers nearby.
EMS9	Continue to review patient transport time data, identify barriers to rapid transport, and work with stakeholders to find solutions.
EMS10	Explore accreditation of County dispatch centers.
EMS11	Continue to enhance quality assurance for delivery of emergency medical services and review improvement opportunities.
EMS12	Continue collaboration with EMS providers as part of the Drive to Zero Advisory Board and expand to other groups as necessary.
EMS13	Enhance collaboration between the County and rural fire districts with emphasis on unique rural needs.
EMS14	Involve County 911 in appropriate project planning and design review to identify opportunities to improve EMS access and location identification.
EMS15	Involve County 911 in enforcement and EMS grant opportunities.
EMS16	Develop/purchase a system that allows County 911 dispatchers to quickly input reported road issues and sent the information to the appropriate agency (i.e., County, City, or ODOT Region).
EMS17	Consider a media campaign to inform/educate the public on how to help emergency vehicles move faster by slowing down and moving over.



Part 2

Local Road Safety Plan

Drive to Zero Safety Action Plan

Overview

Part 2 builds on Part 1 to describe a data-driven Local Road Safety Plan for county-owned roadways. It includes projects to reduce fatal and severe injury crashes on road corridors and intersections. The Local Road Safety Plan is based on crash and roadway data analyses. The projects include countermeasures targeted at specific locations as well as treatments that can be deployed systemically throughout the county at locations with contributing factors to fatal and severe injury crashes. These projects are prioritized into a funding-constrained plan that describes when the county will further investigate and implement them.

About this Plan

The county’s safety-focused funds are divided between three overarching programs, as shown in **Figure 1** below. This Local Road Safety Plan addresses the two infrastructure programs: Location-Specific and Systemic. Non-infrastructure programs are covered in Part 1.

Figure 1. Programs Funded by County’s Safety Funds

Safety Funds*

Location-Specific Programs	Systemic Programs	Non-Infrastructure Programs
<ul style="list-style-type: none"> • Specific locations identified through Safety Priority Index System (SPIS) analysis, Road Safety Audits (RSAs), or other crash analyses 	<ul style="list-style-type: none"> • Intersections • Roadway Departure • Pedestrian and Bicycle • Other 	<ul style="list-style-type: none"> • Safe Routes to School Outreach • Clackamas County Sheriff’s Office (for enforcement coordination) • Drive to Zero Outreach • Other partner agencies and programs

***Other funding mechanisms include:**

Local Funds

- Tax Increment Financing
- Clackamas County Road Fund
- System Development Charges

Federal/State Funds (Administered by ODOT)

- Highway Safety Improvement Program (HSIP)
- Statewide Transportation Improvement Program (STIP)
- Surface Transportation Program (STP)
- All Roads Transportation Safety (ARTS) Grants
- Federal Lands Access Program
- Oregon Safe Routes to School Program

Regional Flexible Fund Allocation (Metro)

The Location-Specific and Systemic approaches represent two ways to identify locations and corresponding countermeasures to reduce crash frequency and severity. These approaches are consistent with the Oregon Department of Transportation's (ODOT's) All Roads Transportation Safety (ARTS) program.

Part 2 is organized in the following sections:

- Local Road Safety Plan
 - » Location-Specific Safety Treatments
 - » Systemic Safety Treatments
 - » Funding-Constrained Plan
- Project Evaluation and Tracking
- Next Steps

LOCAL ROAD SAFETY PLAN

The county's Local Road Safety Plan includes a five-year list of programs and projects based on projected funding. Projects include both location-specific and systemic work. This plan was informed by analyzing the county's top 50 high-crash sites based on Safety Priority Index System (SPIS) score, crash analyses conducted for the Transportation System Plan (TSP), road safety audits (RSAs) and other previous safety studies, and by conducting a systemic screening analysis to identify roadway and environmental factors that potentially contribute to severe crashes. This two-pronged approach addresses existing locations with poor safety performance (based on crash frequency, rate, and severity history) and identifies locations where systemic safety treatments and countermeasures may prevent future severe crashes.

Location-Specific vs. Systemic

The Location-Specific and Systemic approaches each have their strengths and complement each other. Eliminating fatal and serious injury crashes will require using both approaches.

Location-Specific

The Location-Specific approach addresses specific locations with a history of crashes. The county typically uses SPIS scores to identify sites for this program. This approach usually results in a focus in urban areas where more crashes occur or in rural locations where a fatality has occurred.

Systemic

The systemic approach addresses locations based on roadway characteristics that may be correlated with severe crashes. These locations may, or may not, have a history of severe crashes, but have characteristics that are similar to other sites where they have occurred. By selecting locations based on roadway characteristics instead of crash history, systemic treatments may help proactively reduce the risk of fatal and severe injury crashes. This approach is often used to address severe low-volume crashes, such as crashes in rural areas and bicycle and pedestrian crashes.



Location-Specific Safety Treatments

The Location-Specific approach uses crash history and road and traffic information at individual sites to identify and prioritize treatments for high-crash locations. Clackamas County identifies high-crash locations based on ODOT's SPIS¹ scores, based on a formula that considers crash frequency (i.e., number of crashes per year), crash rate (i.e., crashes by traffic volume), and crash severity. The county may also use other crash analysis information to identify high-crash locations (e.g., a review of fatal crash locations).

Projects in the Location-Specific program come from the following sources:

- The Five-Year Transportation Capital Improvement Program (CIP): Fiscal Years 2017–2021.
- ODOT's All Roads Transportation Safety (ARTS) program.

PROJECTS IDENTIFIED FOR FUNDING AND CONSTRUCTION

- The 20-Year CIP: Fiscal Years 2013–2033.
- Completed Road Safety Audits.
- Analysis of the 50 highest Safety Priority Index System sites in Clackamas County, based on 2013–15 crash data.
 - » More information on how these sites were selected and countermeasures identified can be found in Appendix A.

PROJECTS TO BE FUNDED

Projects Identified for Construction

Projects in the Five-Year CIP and ODOT ARTS program are anticipated to be funded for construction by the year 2021. These projects are shown in **Figure 2**. See **Appendix B** for a description of each project and subarea maps showing the projects in more detail.

¹www.oregon.gov/ODOT/Engineering/Docs_TrafficEng/SPIS-Brochure.pdf

Projects Planned but not Funded

Projects from the 20-year CIP, RSAs and SPIS are not yet funded and will be prioritized for funding in future Five-Year CIPs. The county intends to prioritize these projects for safety funding through benefit-cost (B/C) analyses. The county may elect to construct projects sooner than the B/C analysis would indicate when an opportunity arises to accelerate a project (e.g., funding from another source becomes available, or the project can be added to another planned capital or maintenance project).

Figure 2 shows, and **Appendix B** summarizes, safety-focused projects that still need to be funded for construction. These include projects that are listed in the 20-year CIP and projects that have arisen from analyses conducted for this plan and from completed RSAs. The appendix contains B/C ratios for potential near-term (i.e., low-cost) projects at the top 50 SPIS sites. Cost estimates are available for these projects from ODOT. However, cost estimates for the long-term projects will need to be individually prepared to calculate B/C ratios for these projects. Once this is complete, the county will prioritize these projects for implementation.

Long-Term Capital Improvement Program Projects

The county's TSP contains over 450 projects in longer-term categories, including:

- 20-Year Capital Projects (137 projects)
- Preferred Projects (44 projects)
- Long-term Capital Projects (182 projects)
- Regional Capital Projects (96 projects)

The projects in the latter three categories are the most long-term and are considered unfunded in the county's 20-year plan (2013–2033).

Many of the projects in these categories focus on reducing crash severity and/or frequency. Most projects contain some element with a crash reduction benefit including:

- Pedestrian and bicycle facilities and crossings
- Adding turn lanes
- Intersection control changes (e.g., installing a roundabout or signal)
- Roadway shoulder widening
- Road safety audits
- Roadway realignment (i.e., remove intersection skew, reduce horizontal and vertical curves)
- Traffic calming

Appendix B includes a complete listing of these projects and maps.

Systemic Safety Treatments

The systemic approach to traffic safety involves selecting locations for countermeasures based on roadway characteristics that may be correlated with severe crash types. These locations may, or may not, have a history of severe crashes, but have risk factors that are similar to other sites where crashes have occurred. By selecting locations based on roadway characteristics instead of crash history, systemic treatments may help to proactively reduce the risk of fatal and severe injury crashes.

The county intends to deploy systemic countermeasures through the following programs:

- Roadway Departure Crashes
- Intersection Crashes
- Pedestrian/Bicycle Crashes
- Other opportunities

The first three areas were identified through a data-driven process. Roadway departure and pedestrian/bicycle crashes were identified in Part 1 as two of the top seven most frequent contributing factors to fatal and serious injury crashes, along with Inexperienced Drivers, Aggressive Driving, Motorcyclists, Alcohol/Drugs, and Senior Drivers. The latter five areas are primarily addressed through the non-infrastructure programs described in Part 1. Intersections make up 42 out of the top 50 SPIS sites identified in the previous section.

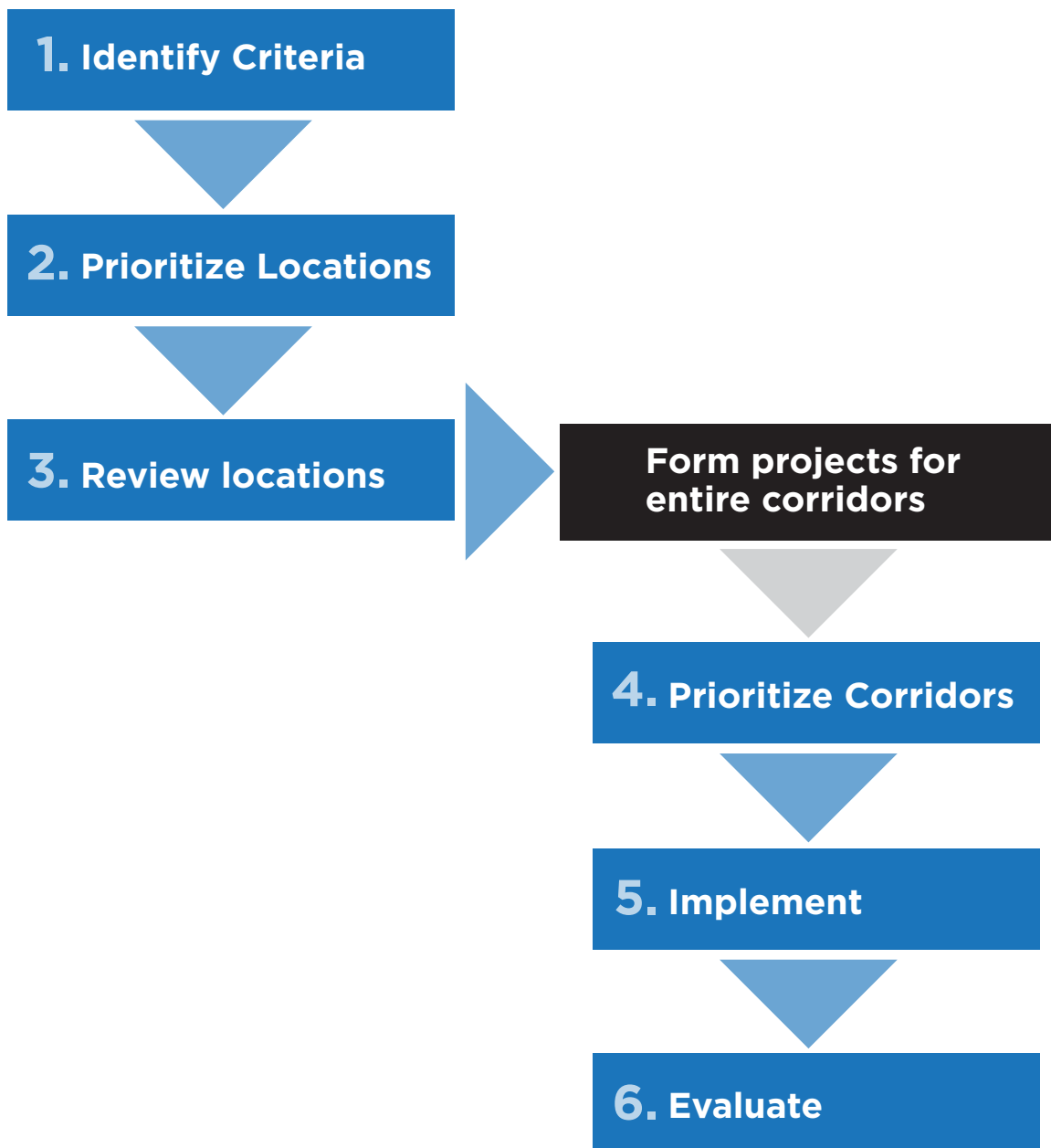
The final program recognizes that other opportunities may arise to implement low-cost countermeasures that may not directly address one of the other three emphasis areas (e.g., low-cost improvements from RSAs).

The following describes each program in greater detail.

Systemic Roadway Departure Crash Reduction Program

The roadway departure program focuses on identifying and treating roadway segments through risk-based screening. This new program is expected to be implemented through the six-step process shown in **Figure 3** and described in the following text.

Figure 3. Roadway Departure Crash Reduction Program Process





Step 1: Identify Criteria – Use geometric, traffic, and crash data to determine factors correlated with roadway departure crashes, and assign a point scale for each criterion. Previous analysis, described in **Appendix C**, identified two lanes, rural area, shoulders less than four feet wide, and speeds of 45 miles-per-hour (MPH) or greater as factors that could be used as screening criteria. Functional classification, traffic volumes, and presence of advisory signs (as a surrogate for curves or other situations) will also be analyzed.

Step 2: Prioritize Locations – Select up to five criteria from Step 1 to identify and prioritize locations for treatment by evaluating the road network against each criteria and ranking sites based on their scores.

Step 3: Review Locations – Review a predetermined number of locations from Step 2 (e.g., for the first year it is expected to be the top 20 locations) to form potential projects on complete corridors and compare these corridors with projects in the CIP and other relevant plans.

- Where there is overlap, review whether the planned project may address roadway departure crashes and how additional countermeasures may be incorporated. Work with other county staff to identify whether safety-focused funds could be used to raise the priority of the previously planned project.
- Where there is no overlap, identify potential countermeasure strategies for the corridor using the ODOT ARTS crash reduction factor list¹, and drawing on other resources as appropriate. Categorize strategies based on expected order of magnitude cost (e.g., “high-cost” vs. “low-cost.”)

Step 4: Prioritize Corridors – Prioritize corridors with low-cost treatments (high-cost treatments are deferred to the Location-Specific program) for implementation based on prioritization criteria and estimated cost (if available).

Step 5: Implement – Program the countermeasures determined in Step 4 for funding and design and construct them. In some cases, projects may be implemented as part of routine maintenance projects.

Step 6: Evaluate – After the countermeasure is implemented, monitor results to determine whether implementation has improved safety outcomes.

¹ Oregon Department of Transportation (ODOT). All Roads Transportation Safety. www.oregon.gov/ODOT/Engineering/Pages/ARTS.aspx. Accessed February 2019.

Systemic Pedestrian and Bicyclist Crash Reduction Programs

The county has several ongoing systemic programs related to pedestrian and bicycle crashes. In addition, the county intends to initiate a program to proactively identify and treat pedestrian and bicycle crossing locations. These programs are described in the following sections.

Ongoing Programs

Table 1. Ongoing Pedestrian and Bicyclist Systemic Safety Programs

Project Name	Description/Application	Cost Estimate (\$2014) ¹
Advance Ped Crossing (1)	Upgrade push buttons at all signalized intersections to new standard accessible pedestrian signal (APS) buttons.	\$800,000
Advance Ped Crossing (2)	Install pedestrian countdown heads at all signalized intersections.	\$500,000
School zone beacon signs	Evaluate 7 a.m.–5 p.m. school zones and replace static “School Zone” signs with “When Flashing School Zones” signs when warranted.	\$750,000
Changeable message signs at school zones	Install radar reader signs approaching a school zone.	\$750,000
Advance Ped Crossing (3)	Install rectangular rapid flashing beacons at mid-block crossings at crossings near school frontage locations.	\$400,000
Improve Bike Detection	Deploy radar or bike loops at all signalized intersections with bike lanes.	Variable
Neighborhood Traffic Calming	Use mobile radar reader signs placed in neighborhoods. Move signs every other month to requested roadways throughout the county.	\$250,000
Traffic Calming Program—Collector Streets	Develop a program to support traffic calming on collector streets in the urban area.	\$30,000
I-205 Multi-Use Path Connection	Construct ADA compliant access to the commercial area from the I-205 Multi-Use Path.	\$80,000
ADA sidewalk ramps	Improve all non-compliant sidewalk ramps at/near push buttons and mid-block crossings.	\$3,000,000
School zone evaluations/safety upgrades	Evaluate all school zones and implement improvements as needed including sidewalks, curb ramps, crosswalks, radar speed signs, flashers, rapid flashing beacons, traffic calming.	\$4,000,000
Bike/Pedestrian facilities	Systemic review of urban collectors and arterials for possible reallocation of space for bike/ped facilities.	\$200,000
Rural Bike Program	Create rural bike boulevards.	\$50,000
Safe Routes to School Plans	Plans for several schools containing infrastructure and non-infrastructure programs.	Variable

¹Cost estimates taken from *Five-Year Transportation Capital Improvement Program: Fiscal Years: 2017–2021*²

² Clackamas County. *Five-Year Transportation Capital Improvement Program: Fiscal Years: 2017 - 2021*. <https://dochub.clackamas.us/documents/drupal/daebbe21-a78d-4e08-955a-d4b767230033>. Accessed February 2019.



New Programs

The county intends to create three new systemic programs to reduce the risk of pedestrian and bicyclist crashes. They include:

- **Traffic calming:** Identify collector streets that could benefit from traffic calming and implement solutions to reduce motor vehicle speeds and/or volumes on these streets.
- **Urban intersection crossing upgrades:** The county has a program to review crossings near schools and this will complement it by reviewing crossings in other high-demand locations. It will be conducted using a similar process as the one described for roadway departure crashes. Potential contributing factors to evaluate include speed; traffic volumes; number of lanes; functional classification; crosswalk, signal, and beacon locations; potential generators of walking and biking activity (e.g., commercial zoning, transit stops, and trails).
- **Responding to locations identified by Pedestrian/Bikeway Advisory Committee:** Set aside funds to treat locations identified as problematic by the Pedestrian/Bikeway Advisory Committee.

Systemic Intersection Crash Reduction Programs

Because many fatal and serious injury crashes occur at intersections, Clackamas County seeks to systemically improve safety outcomes at its intersections. For instance, many of the 42 intersection SPIS sites have planned low-cost treatments that are expected to be applied systemically at other similar locations. **Table 2** summarizes the county's intersection safety programs.

Table 2. Systemic Intersection Crash Reduction Programs

Project Name	Description/Application	Cost Estimate (\$2014) ¹
Flashing Yellow Arrow (FYA)	All signalized intersections with 5-section (doghouse) signals.	\$120,000
Reflective strips on backplates	Signalized intersections with a high crash history.	\$150,000
Red/Green Light Extension Project	Signalized intersections with high red-light crashes.	\$30,000
Supplemental signal heads (left turn/through, far side and/or near side)	Signalized intersections with high left-turn and red-light crash history.	Variable
"T" Intersection sign/markings treatments	Create standard list of treatments to improve safety at all T-intersections, focusing first on rural area and then the urban area.	\$750,000
2-way stop controlled intersection treatments	Create standard list of treatments to improve safety at all 2-way stop-controlled intersections, focusing first in rural area and then the urban area.	\$900,000
All-way stop-controlled intersection treatments	Create standard list of treatments to improve safety at all all-way stop-controlled intersections, focusing first in rural area and then the urban area.	\$150,000

¹Cost estimates taken from *Five-Year Transportation Capital Improvement Program: Fiscal Years: 2017-2021*²

² Clackamas County. Five-Year Transportation Capital Improvement Program: Fiscal Years: 2017 - 2021. <https://dochub.clackamas.us/documents/drupal/daebbe21-a78d-4e08-955a-d4b767230033>. Accessed February 2019.

Other Programs

Clackamas County conducts Road Safety Audits (RSAs) to determine potential multimodal traffic safety improvements along roadway segments or at intersections. RSAs typically produce a range of projects. Larger projects will be prioritized through the Location-Specific program, while smaller projects may receive funds set aside within the Systemic program.

Currently, Clackamas County plans to conduct RSAs on Compton Road, 282nd Avenue, Eagle Creek Road, and Sunnyside Road, as shown in **Figure 4** on page 50, 51.

Maintenance

Maintenance projects provide opportunities to systematically improve infrastructure and to help infrastructure function as it was designed to. **Table 3** describes the safety-focused programs completed by road maintenance crews.

Table 3. Maintenance Safety Programs

Project Name	Description/Application	Cost Estimate (\$2014) ¹
Reflectorized Buttons	Support installation/maintenance of centerline buttons on all rural collectors and arterials.	\$400,000
Guardrails	Support installation/removal/maintenance/cleaning/repair and delineation of guardrails.	\$750,000
Roadway General	Shoulders, safety edge, centerline rumble strips, pavement markings, clear zone.	\$750,000
Signs	Clean, repair and/or replace (if not current) with Manual on Uniform Traffic Control Devices requirements.	\$200,000
Vegetation Management	Remove overgrown vegetation inhibiting sight distance along all roads.	\$250,000

¹Cost estimates taken from *Five-Year Transportation Capital Improvement Program: Fiscal Years: 2017–2021*³

³ Clackamas County. Five-Year Transportation Capital Improvement Program: Fiscal Years: 2017–2021. <https://dochub.clackamas.us/documents/drupal/daebbe21-a78d-4e08-955a-d4b767230033>. Accessed February 2019.



PROJECTED FUNDING PLAN

The county expects to split its infrastructure funding evenly between its Location-Specific and Systemic programs. **Table 4** summarizes the dedicated safety funds expected to be available to each program through fiscal year (FY) 2023–2024.

Table 4. Expected Safety Funding Levels Through FY 2023–2024

Fiscal Year (FY)	Location-Specific Program	Systemic Program	Total Safety Funds
2019–2020	\$250,00	\$250,00	\$500,000
2020–2021	\$500,000	\$500,000	\$1,000,000
2021–2022	\$500,000	\$500,000	\$1,000,000
2022–2023	\$500,000	\$500,000	\$1,000,000
2023–2024	\$750,000	\$750,000	\$1,500,000

Dedicated safety funds are not the only funding options for projects in this plan. Other funding sources include:

- Local:
 - » Tax Increment Financing
 - » Clackamas County Road Fund
 - » System Development Charges (SDCs)
- Regional
 - » Flexible Fund Allocation (Metro)
- Federal/State (Administered by ODOT):
 - » Highway Safety Improvement Program (HSIP)
 - » Statewide Transportation Improvement Program (STIP)
 - » Surface Transportation Program (STP)
 - » All Roads Transportation Safety (ARTS) Grants
 - » Federal Lands Access Program
 - » Oregon Safe Routes to School Program

Location-Specific Program

Given the funding levels shown in **Table 4**, the county would be able to implement the Location-Specific projects shown in **Table 5**. This is referred to as the funding constrained plan.

Table 5. Funding Constrained Location-Specific Program

Fiscal Year	Location	Project Description	Project Cost Estimate	Funding Source
2019-2020	Central Point Road & New Era Road	Intersection realignment	\$1,100,000	Road fund
2019-2020	Dryland Road: MP 5.2-5.3	Guardrail	\$85,000	Road fund
FY 2019-2020 Total			\$1,185,000	
2020-2021	Redland Road & Ferguson Road	Westbound left turn lane	\$800,000	Road fund
2020-2021	Howlett Road & Van Curen Road	Intersection safety enhancements	\$50,000	Road fund
FY 2020-2021 Total			\$850,000	
2021-2022	72nd Avenue & Luther Road	Intersection safety enhancements	\$50,000	Road fund/TIF
2021-2022	Sunnyside Road & Sunnybrook Road	Signal upgrades and other safety enhancements	\$100,000	Road fund
2021-2022	Webster Road & Strawberry Road	Intersection safety enhancements	\$50,000	Road fund
2021-2022	282nd Avenue & Haley Road	Intersection safety enhancements	\$100,000	Road fund
2021-2022	Johnson Creek Boulevard & Linwood Avenue	Signal upgrades and other safety enhancements	\$250,000	Road fund/TIF
FY 2021-2022 Total			\$550,000	
2022-2023	Airport Road & Arndt Road	Signal upgrades and other safety enhancements	\$250,000	Road fund/ Marion County
2022-2023	Johnson Creek Boulevard & Bell Road	Signal upgrades and other safety enhancements	\$250,000	Road fund/TIF
2022-2023	Bluff Road & 327th Avenue	Intersection safety enhancements	\$50,000	Road fund
2022-2023	362nd Avenue & Colorado Road	Intersection safety enhancements	\$50,000	Road fund
FY 2022-2023 Total			\$600,000	
2023-2024	Oatfield Road & Jennings Avenue	Signal upgrades and other safety enhancements	\$250,000	Road fund
2023-2024	Springwater Road & Hattan Road	Intersection safety enhancements	\$100,000	Road fund
2023-2024	Airport Road & Miley Road	Intersection safety enhancements	\$250,000	Road fund
2023-2024	Redland Road & Fischers Mill Road	Intersection safety enhancements	\$250,000	Road fund
FY 2023-2024 Total			\$850,000	

The actual implementation of these projects is subject to change based on changes in project costs, funding levels, and other factors.

The projects from **Table 5** are illustrated in **Figures 5A-5E** on pages 54, 63.

Systemic Program

Following adoption of this plan and completion of the first analyses for the new Roadway Departure, and Pedestrian and Bicycle Crossing programs, the county will plan how to allocate systemic funding across its different programs. This plan is expected to be completed in summer 2019.

PROJECT EVALUATION AND TRACKING

The county will evaluate the effectiveness of projects to inform ongoing efforts to reduce severe crashes. For the projects in the Local Road Safety Plan, this will likely mean follow-up studies to evaluate the effects the treatments have had on fatal and severe crashes after they are implemented.

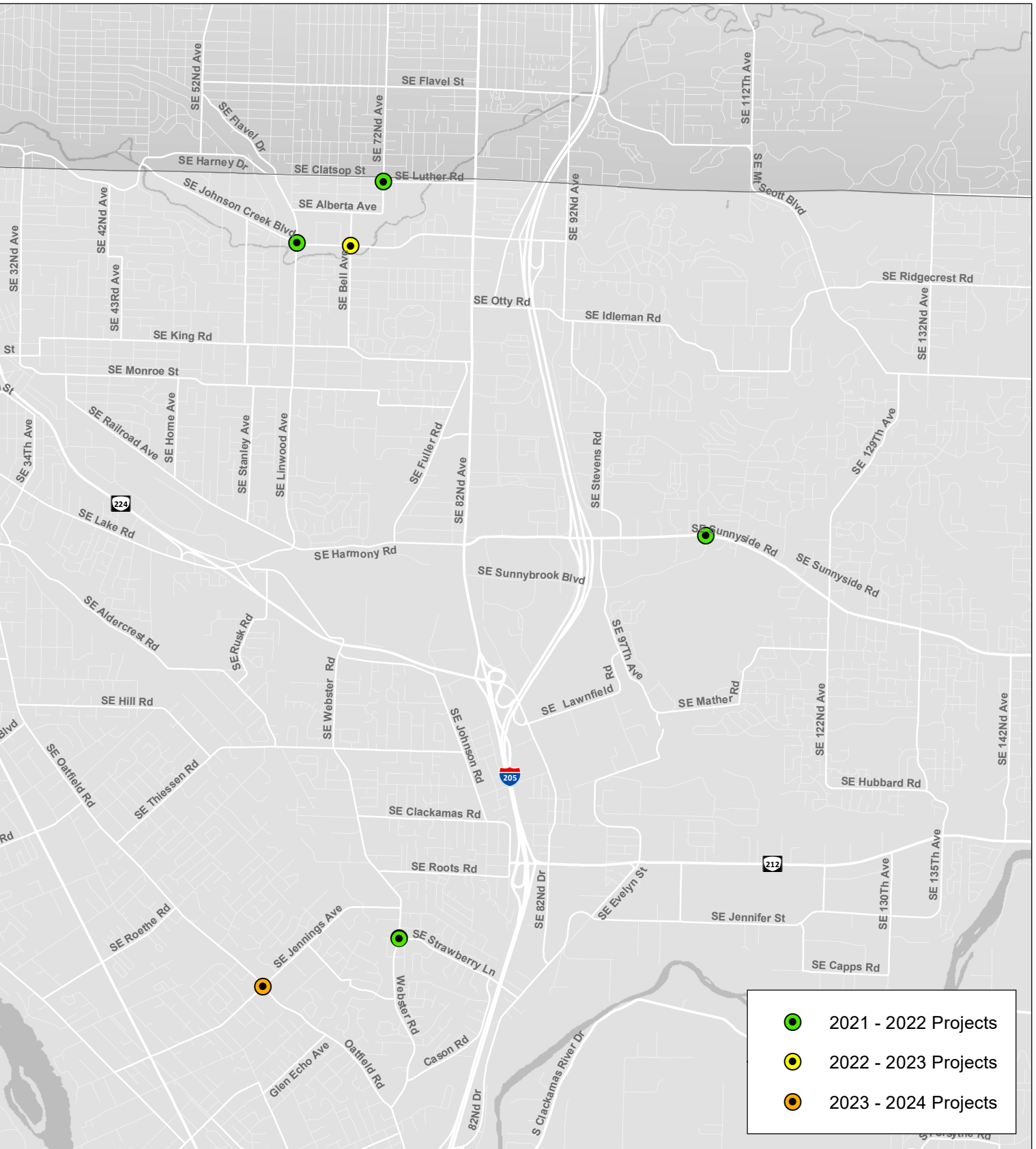
Location-Specific Project Evaluation

Location-Specific projects can be evaluated through a before-after comparison study of each site. The *Highway Safety Manual* describes different methods for these studies. The most common is the simple before-after study, which involves directly comparing crash data from the period before the treatment was applied to crash data from the period after the treatment. However, this leaves out the effect of time trends and other variations that tend to occur in crashes. More robust methods include the “Empirical Bayes” and the comparison group methods. Both of these require more data and, in some cases, may not be practical for the county.

Some of the weaknesses of the simple method can be overcome by using a larger sample. To accomplish this, relatively comparable sites that have been treated with similar countermeasures (e.g., widening shoulders on two-lane roadways) during the same time period can be grouped together.

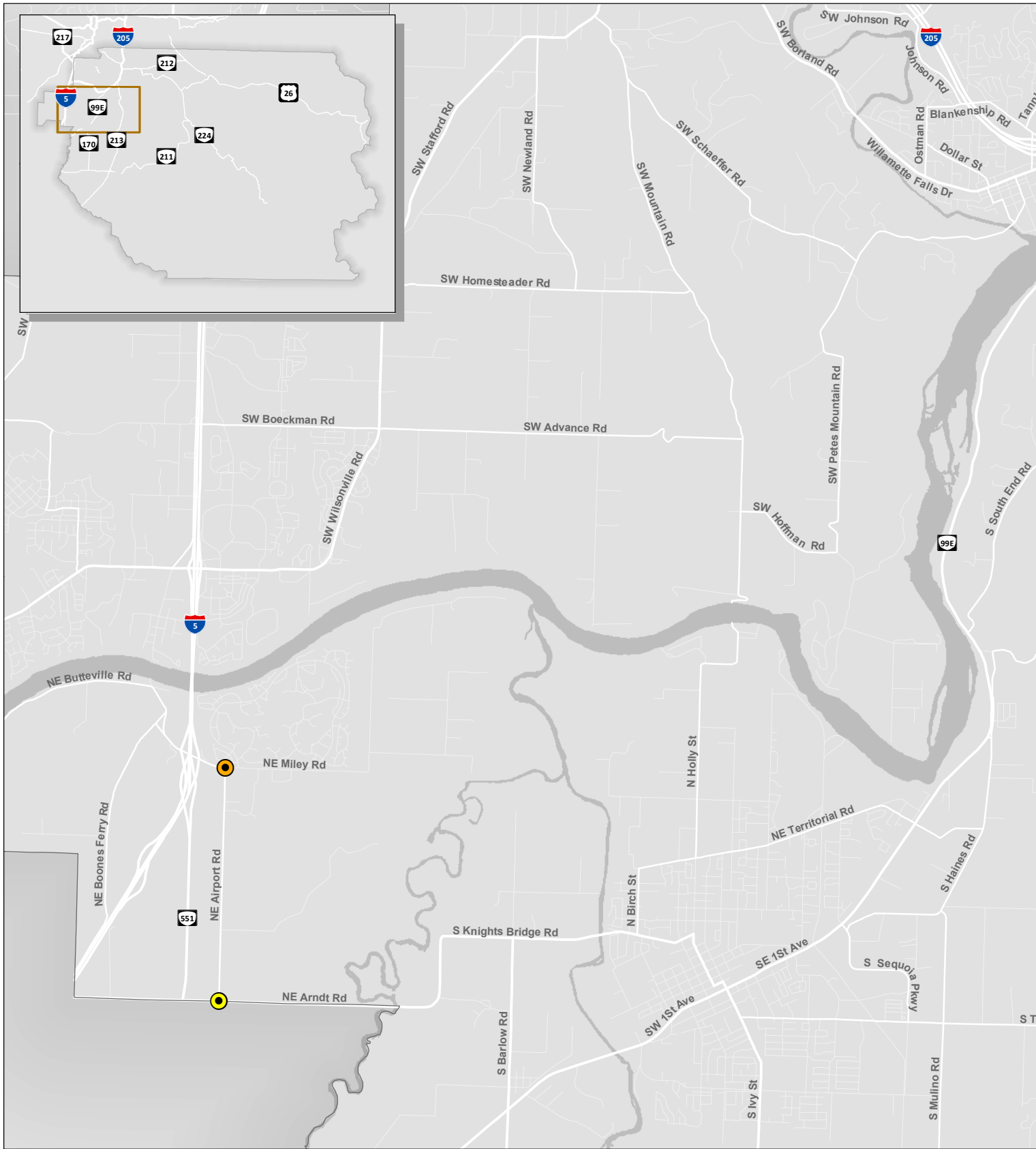
Systemic Project Evaluations

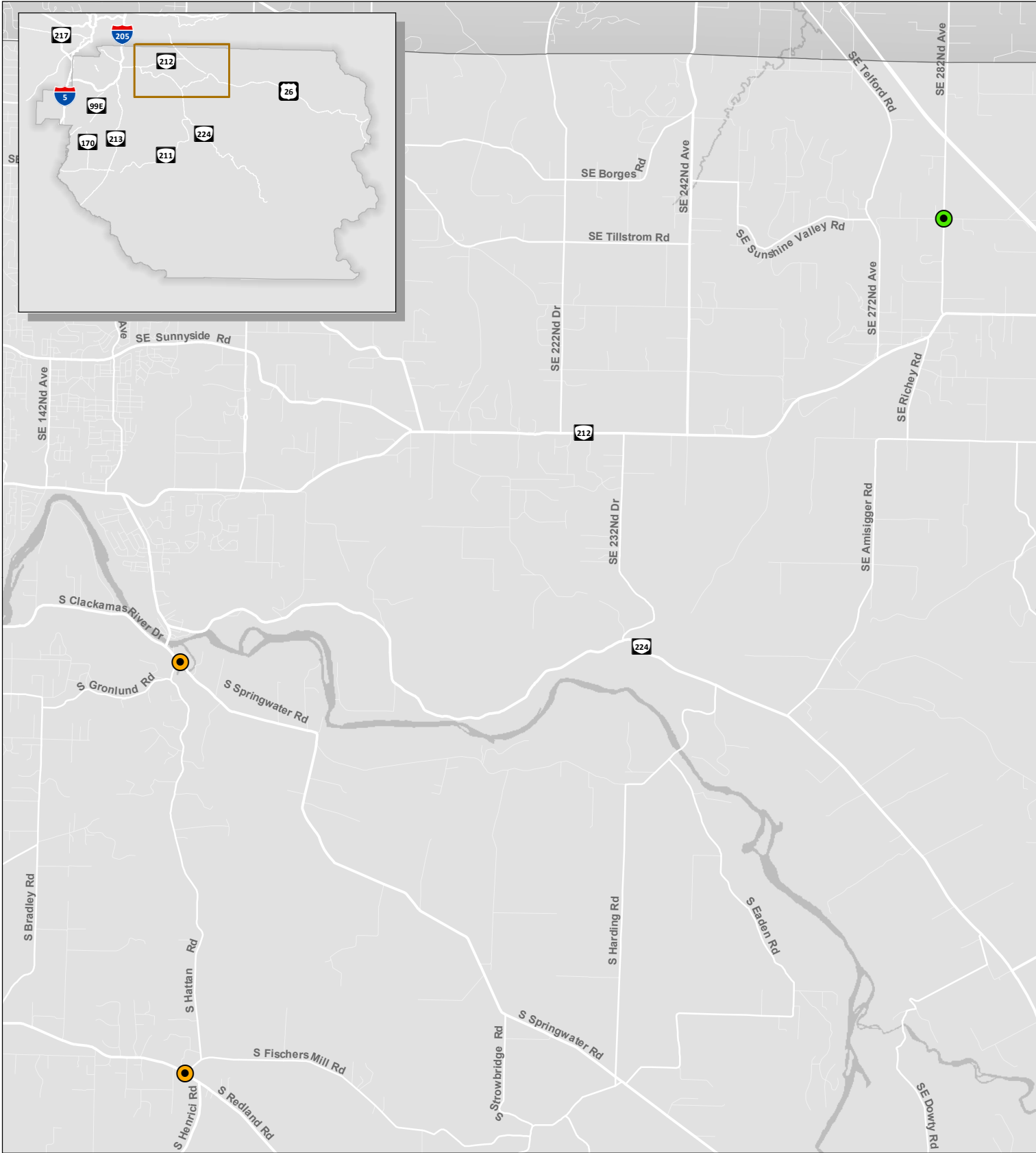
Systemic projects are meant to be deployed broadly across locations with the potential for crashes, not necessarily where crashes have recently occurred. Therefore, a simple before-after evaluation of a single site will not accurately capture the effects of the systemic program. Instead, relatively comparable sites that have been treated with similar countermeasures (e.g., shoulder rumble strips on two-lane rural roads) during the same time period should be grouped together in the before-after evaluation.

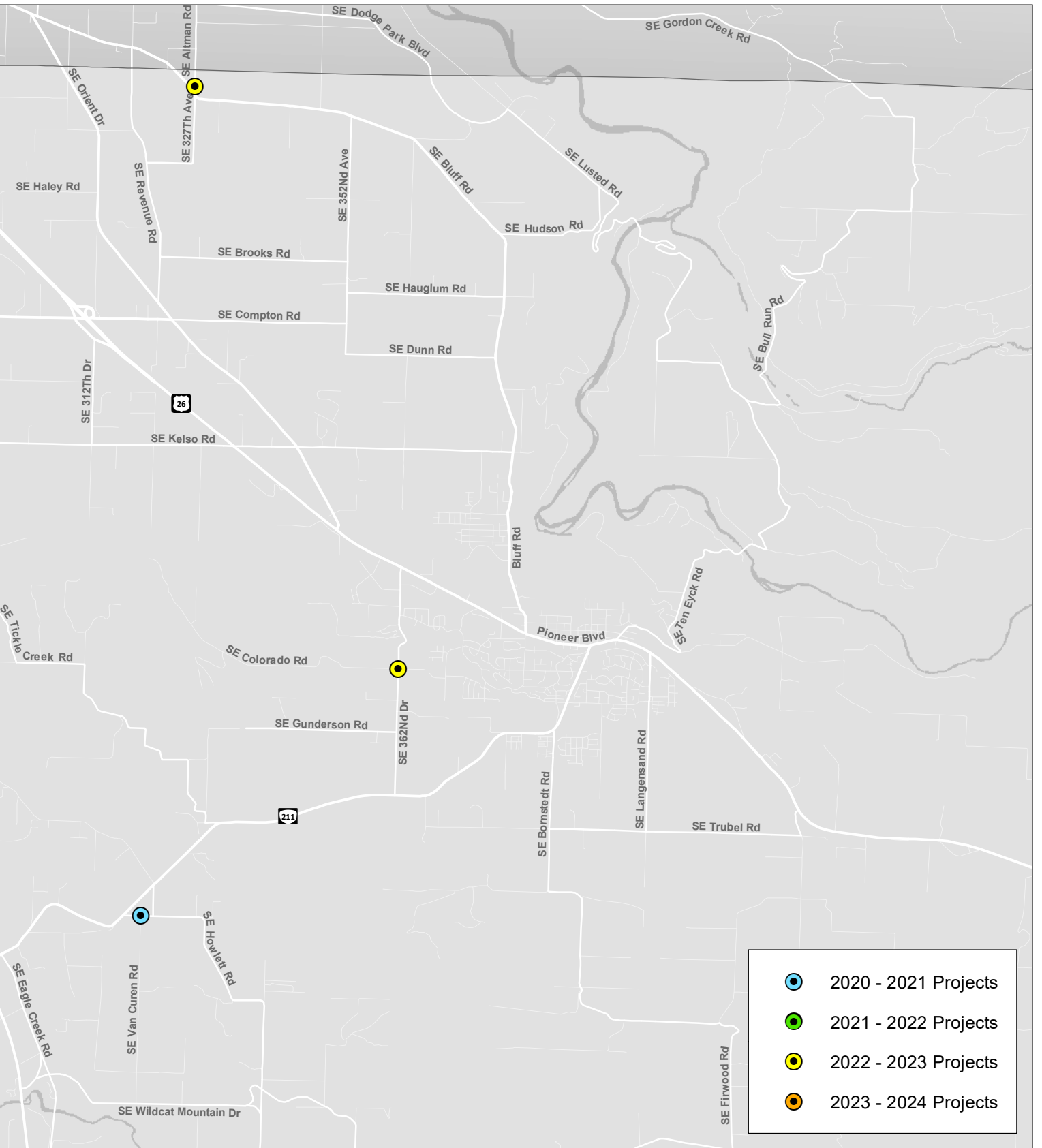


**Funding Constrained Location-Specific Program
Clackamas County, Oregon**

**Figure
5B**

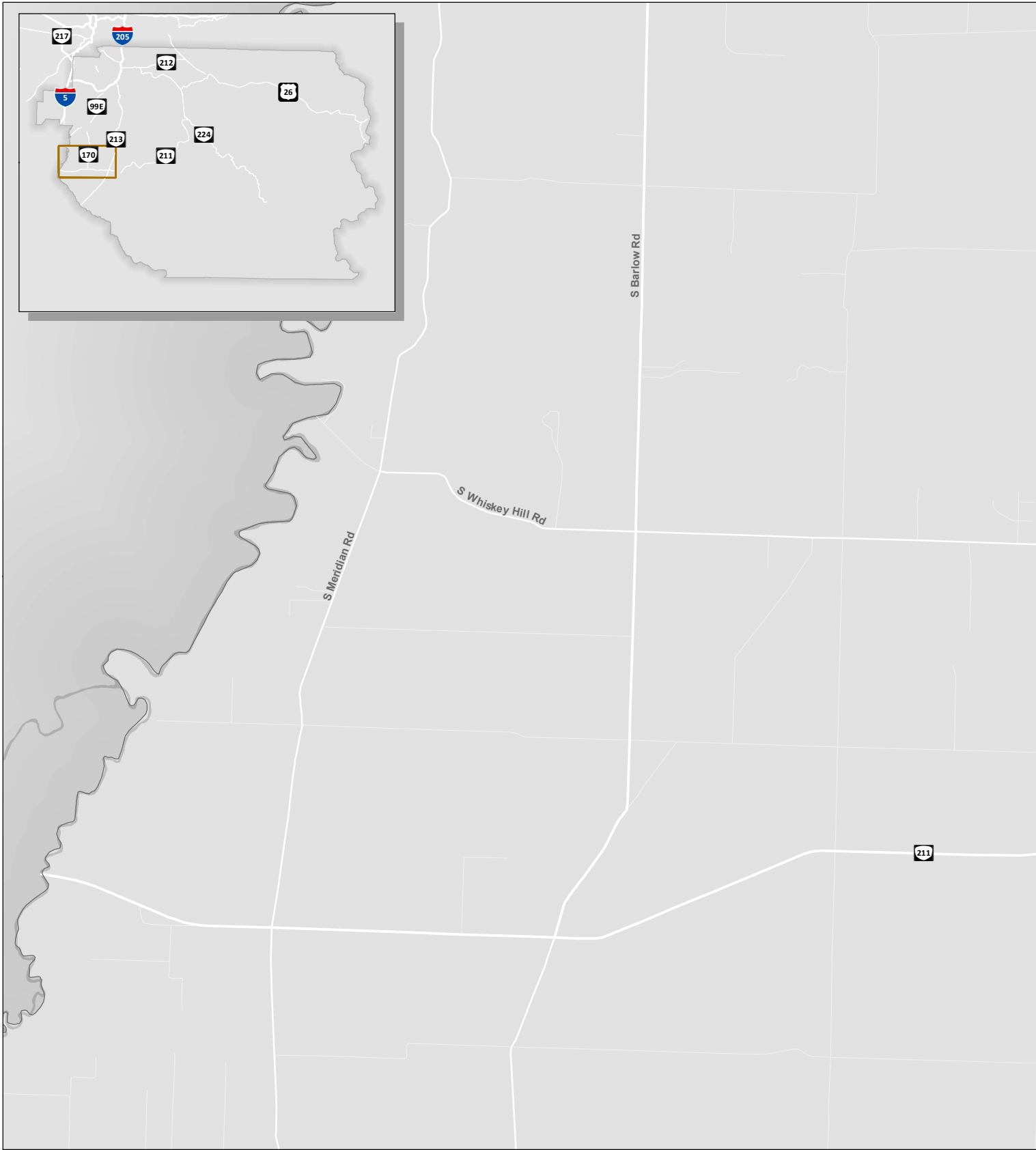


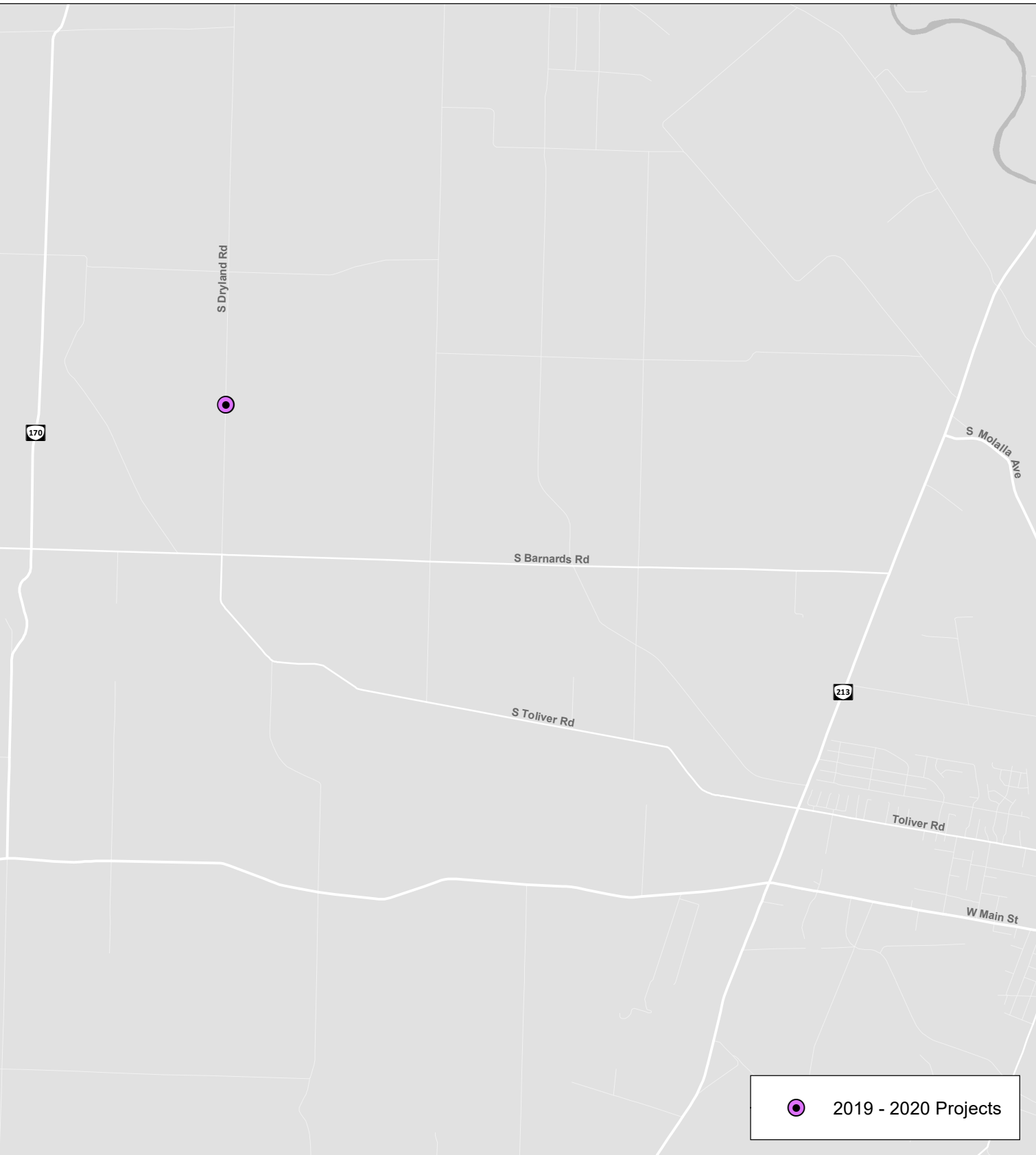




**Funding Constrained Location-Specific Program
Clackamas County, Oregon**

**Figure
5D**





**Funding Constrained Location-Specific Program
Clackamas County, Oregon**

**Figure
5E**

Project Tracking

The county is considering how to track the status of projects. One means would be through a spreadsheet or database that is regularly updated. Another would be through a GIS-based tool with each project mapped with supporting information (e.g., estimated cost, benefit, year programmed, priority, description). This would be updated regularly to capture when projects are completed. Information important to capture after a project is completed includes:

- Project cost (actual)
- Date construction started
- Date construction ended
- Description of project as constructed, including treatments applied and locations (e.g., centerline rumble strips from X to Y, left-turn lanes added on both approaches of Z Street)
- Links to as-built plans or other construction drawings and any studies or completed analyses
- Information on crashes (by type and severity) before and after the treatment, along with the results of the before-after study

NEXT STEPS

Location-Specific Program

- Develop cost estimates for long-term projects at SPIS High-Crash Locations and RSA projects;
- Use the cost estimates to calculate B/C ratios; and
- Prioritize sites based on B/C ratios along with the remaining near-term projects at SPIS High-Crash Locations.

Systemic Program

- Complete Roadway Departure and Pedestrian and Bicycle Crossing analyses and identify priority locations for treatment.
- Determine how to allocate Systemic funds across all sub-programs and program through FY 2023-2024.



Implementation

Drive to Zero Safety Action Plan



PLAN IMPLEMENTATION AND EVALUATION

This section describes the performance measures the county will use to judge the success of this plan and the evaluation steps needed to determine how to update this plan in the future.

Performance Measures

The success of this plan will be judged on its results. Performance measures are included here to evaluate the success of the plan in eliminating fatal and serious injury crashes, as well as to evaluate the success of the county and its partners in implementing this plan.

Outcome Measures

Measures the county will use to evaluate the ongoing success of the plan toward achieving its ultimate goal include:

- Number of fatalities and serious injuries in the county
 - » Fatal crashes will be reported quarterly in total and by Part 1 emphasis area.
 - » Fatal and serious injury crashes will be reported annually in total, per capita, and by emphasis area using data from the most recent year.

Implementation Measures

Measures the county will use to evaluate progress in implementing this plan include:

- Number of Part 1 action items implemented—in total and by emphasis area
- Number of Part 1 action items continued from a previous year—in total and by emphasis area
- Number of road safety projects completed (over \$5,000 in cost)
- *Performance Clackamas* measures, including:
 - » Number of students receiving Drive to Zero safety presentations
 - » Number of requests for temporary radar speed feedback signs
 - » Number of temporary radar speed feedback signs installed
 - » Number of road safety evaluations requested
 - » Number of road safety evaluations completed
 - » Number of heavy vehicles inspected
 - » Percentage of heavy vehicles taken out of service and in need of repair

Further, the county and its partners could develop performance measures to evaluate the effectiveness of individual measures (e.g., has improved software for 911 allowed dispatchers to take more emergency calls? Did adding turn lanes result in fewer rear-end crashes at the intersection?). Developing these measures will be the responsibility of the implementing organization and will depend on the availability of data to use for the evaluation.

PLAN UPDATES AND EVALUATION

This plan updates the 2012 TSAP to current conditions and knowledge. Update cycles for the TSAP should be five to seven years. County staff will report on the performance measures listed above annually. As crash and other data are available, the county can evaluate the plan's progress (i.e., about 5-7 years). The county and its partners should take a holistic look at the plan's progress and current data trends and technologies to determine whether this plan should be updated and to what extent (e.g., to incorporate new technologies or practices, to modify action items based on what is and is not working, to address emerging crash trends).

Evaluation needs to be included as part of each activity so that actions, projects, and partnerships can be modified as needed. The ability to adjust the plan will better help build a road to success and, ultimately, help the county achieve its long-term goal of eliminating fatal and serious injury crashes by 2035. More information on tracking and evaluating roadway projects is described in Part 2.



Part 1

Appendix A

Literature and Initial Data Review
Summary

MEMORANDUM

Date: December 21, 2017

Project #: 20716

To: Joseph F. Marek, PE, PTOE, Christian Snuffin, PE, PTOE, and Patty McMillan; Clackamas County

From: Brian Ray, PE, Nick Foster, PE, and Bryan Graveline; Kittelson & Associates, Inc.
Geri Bartz, RN; Legacy Health

Project: Clackamas County Safety Plan Update

Subject: Literature and Initial Data Review Summary (Task 2 Memorandum)

OVERVIEW

Clackamas County is updating its Transportation Safety Action Plan (TSAP). Published in 2012, the Clackamas County TSAP was one of the first plans of its kind to be completed in Oregon. It outlines a strategy for Clackamas County to create a County-wide Safety Culture with an ultimate goal of reducing transportation-related fatalities and serious injuries by 50% by 2022. Recognizing transportation safety is a multidisciplinary concern, the TSAP uses a “5 E’s” approach; it draws from several key areas associated with traffic safety (engineering, education, enforcement, emergency medical services, and evaluation) in a holistic effort to build a Safety Culture. Based on crash data analysis, it identifies the focus areas of aggressive driving, young drivers, and roadway departure crashes. Specific details and actions for each of these areas are discussed in the TSAP.

To prepare an updated version of the TSAP, our project team has first reviewed the current state-of-the-practice in national, state, and local safety planning and existing Clackamas County public health and crash data. We have also reviewed best practices from Sweden, where the Vision Zero concept originated, and guidance published by the International Organization for Standardization. This review will allow us to identify potential opportunities to improve the existing TSAP and areas to focus on with future analyses. This memo summarizes the results of this review, analyzes Oregon Department of Transportation (ODOT) crash data provided by the County, and discusses performance measures to consider incorporating into the updated TSAP.

LITERATURE REVIEW

We have reviewed current transportation safety plans and national and international guidance documents. The purpose of this review is to identify best practices that could be incorporated into the updated TSAP.

Transportation Safety Action Plans

We reviewed five TSAPs and comparable documents for other jurisdictions. This review includes plans from Oregon, as well as from other states. Specifically, we reviewed the Oregon TSAP, Washington County TSAP, Lane County TSAP, Cass County (North Dakota) Local Road Safety Program, and Sun Corridor (Arizona) Strategic Transportation Safety Plan. The Washington County and Lane County TSAPs were reviewed because of their similarities in population and geography to Clackamas County, as well as their proximity to the County. We reviewed the Cass County and Sun Corridor plans because they are in different regions of the country and provide a perspective on safety planning outside of the Northwest. These two agencies are also both in states that are requiring local safety plans be completed by all counties (North Dakota) or metropolitan planning organizations (Arizona). For each of these plans, we identified key similarities and differences between the respective plan and the 2012 Clackamas County TSAP.

Oregon TSAP

The Oregon TSAP provides a framework for engaging residents, stakeholders, employers, planners, engineers, enforcement agencies, and Emergency Medical Services (EMS) providers across the state in improving transportation safety in Oregon. It aims to integrate behavioral and engineering safety practices into all aspects of planning, programming, and policy activities in the state. The document was created to fulfill the federal requirement for a Strategic Highway Safety Plan. Similar to the 2012 Clackamas County TSAP, the Oregon TSAP sets near-term emphasis areas and long-term goals, as listed below:

Table 1 Oregon DOT TSAP Emphasis Areas and Goals

Near-Term Emphasis Areas	Description
Risky Behaviors	Minimize impaired driving, unbelted, speeding, and distracted driving crashes
Infrastructure	Minimize intersection and roadway departure crashes
Vulnerable Users	Minimize pedestrian, bicycle, motorcycle, and older road user crashes
Improved Systems	Continually improve data, train and educate transportation and safety staff, support law enforcement and emergency responders, and minimize commercial vehicle crashes
Long-Term Goals	Description
Safety Culture	Transform public attitudes and organizational transportation safety culture to integrate safety considerations into all responsibilities
Infrastructure	Develop and improve infrastructure to eliminate fatalities and serious injuries for users of all modes
Healthy, Livable Communities	Plan, design, and implement safe systems. Support enforcement and emergency medical services to improve the safety of communities
Technology	Plan, prepare for, and implement technologies (existing and new) that can affect transportation safety for all users
Collaborate and Communicate	Create and support a collaborative environment for transportation system providers and public and private stakeholders to work together

Other key similarities to the 2012 Clackamas County TSAP include:

- Each goal includes individual policies and strategies in an effort to create actionable items.
- Outlines safety emphasis areas and proposes countermeasures for these areas.
- Includes actions related to all 5 E’s (though the document only refers to 4 E’s, there are evaluation actions, too).
- Discusses difficulty of successful implementation and necessity of strong leadership and partnerships with, and between, many different types of groups.
- Summarizes crash data based on crash type and severity, as well as by contributing factors.
- Data is not analyzed by specific crash locations.

Notable differences from the 2012 Clackamas County TSAP include:

- Presents ultimate goal of eliminating deaths and life-changing injuries on Oregon’s transportation system by 2035.
- Sets performance targets for each of the five Federal Highway Authority (FHWA) performance measures (fatalities, fatality rate, serious injuries, serious injury rate, and non-motorized fatalities and serious injuries) and assigns responsibility for meeting these to the State.

Washington County TSAP - Adopted September 2016

Washington County includes the mid-sized cities of Hillsboro, Beaverton, and Tigard, and comprises the southwest region of the Portland metro area. It borders the west side of Clackamas County.

Key similarities to the 2012 Clackamas County TSAP include:

- Identifies focus areas such as pedestrians and distracted driving and proposes strategies for addressing these areas. Strategies are listed both by safety focus and “E” being addressed.
- Assigns a general timeline for each strategy (near-term, mid-term, or as-possible).

Notable differences from the 2012 Clackamas County TSAP include:

- Lists 4 E’s of safety: Engineering, Enforcement, Education, and Emergency Response. Does not list Evaluation.
- Presents goal of striving toward zero transportation-related serious injury and fatality crashes; no target date for this goal is given.
- Includes an in-depth review of existing crash data, including a location-based analysis of crashes.
- Assigns a lead agency and a supporting agency for each individual strategy, while the 2012 Clackamas County TSAP assigns a lead agency for each “E.”

Lane County TSAP – Adopted July 2017

Lane County includes the Eugene-Springfield metropolitan area, along with surrounding smaller urban and rural areas.

Key similarities to the 2012 Clackamas County TSAP include:

- Outlines broad goals of how to move towards zero deaths and reduce serious injuries, such as building a safe infrastructure and preparing for advanced technologies.
- Establishes short-term and long-term action items to help achieve goals and sorts action items by “E” category and timeframe. Most action items are not linked to an explicit responsible agency.

Notable differences from the 2012 Clackamas County TSAP include:

- Uses Oregon TSAP emphasis areas instead of developing areas based on analysis and local context.
- Refers to the 6 “E’s”: The 5 “E’s” in the 2012 Clackamas County TSAP plus Equity.
- Uses crash analysis to draw distinctions between urban safety issues (more crashes, but less severe) and rural safety issues (less crashes, but more severe).
- Engaged non-engineering groups through three stakeholder advisory committees. Agencies included law enforcement, engineering, education and marketing, advocacy, EMS, and public health. Three additional focus groups with partner agencies and advocates addressed individual emphasis areas.

Cass County Local Road Safety Program - Adopted June 2014

Cass County is located in eastern North Dakota. Its county seat and most populous city is Fargo, and it also includes large amounts of rural areas. It developed a Local Road Safety Program (LRSP) in 2014, which is comparable to a TSAP.

Key similarities to the 2012 Clackamas County TSAP include:

- Describes safety emphasis areas and identifies actionable strategies. Assigns a timeframe to implement each strategy.

Notable differences from the 2012 Clackamas County TSAP include:

- Law enforcement and education/outreach stakeholders as well as governmental staff were part of a workshop to discuss preferred actionable safety strategies to address emphasis areas.
- Uses emphasis areas from the American Association of State Highway and Transportation Officials (AASHTO) *Strategic Highway Safety Plan* instead of developing their own based on analysis and local context.
- Documents at-risk locations that are considered candidates for safety investment based on either crash history or geometric/traffic characteristics.
- Identifies priority safety strategies based on “behavior” or “infrastructure” categories instead of by “E’s.” Ideas related to the 4 “E’s” can still be found throughout the strategies and document, however.
- Rates each proposed strategy as “proven, tried, or experimental” based on body of evidence supporting strategy as effective in other locations.
- Develops specific suggested projects and begins process of submitting for Highway Safety Improvement Program (HSIP) funding based upon identified strategies.

Sun Corridor Strategic Transportation Safety Plan - Adopted December 2016

The Sun Corridor Metropolitan Planning Organization (MPO) provides transportation planning to the City of Casa Grande and surrounding regions of Pinal County, Arizona between Phoenix and Tucson. It developed a Strategic Transportation Safety Plan in 2016 that is similar to a TSAP.

Key similarities to the 2012 Clackamas County TSAP include:

- Sets a near-term goal: reduce the number of fatalities and serious injuries in the region by 3 to 7 percent over the next 5 years.
- Generates safety strategies based on 4 “E’s” (leaves out evaluation). However, it includes evaluation of performance measures.
- Describes safety emphasis areas and identifiable action strategies.

Notable differences from the 2012 Clackamas County TSAP include:

- Uses safety emphasis areas from the 2014 *Arizona Strategic Highway Safety Plan* instead of developing emphasis areas based on analysis and local context.
- Sets specific performance measures based on Federal Highway Administration (FHWA) generated requirements for State Departments of Transportation (DOTs) and Metropolitan Planning Organizations (MPOs): fatalities, fatality rate, serious injuries, serious injury rate, and number of combined non-motorized fatalities and serious injuries.
- Analyzes 10 years of crash data based on frequency, rate, severity, and location. Individual intersections and segments were deemed priority locations for future projects based on this analysis.
- Engaged non-engineering professionals with four public meetings and two stakeholder meetings. Purpose of meetings was to obtain input for plan development, educate on traffic safety issues, and solicit cooperation in implementing the plan.
- Describes strategies for securing funding for safety projects are described.

Summary of Best Practices for Updated Clackamas County TSAP

We have identified the following best practices to consider including in the updated Clackamas County TSAP:

- Assign a lead agency or responsible team/individual for safety strategies/proposed countermeasures. (Washington County)
- Assign performance measures and target date(s) to meet them by. (State of Oregon, Cass County, Sun Corridor)
- Add a long-term goal that describes the County's ultimate vision (e.g., zero fatalities and serious injuries). (State of Oregon, Washington County, Lane County)
- Align some or all emphasis areas with state emphasis areas. (Lane County, Sun Corridor)
- Engage non-engineering stakeholders (who will be responsible for plan implementation) in developing the plan. (Lane County, Cass County)
- Include an in-depth review of crash data to analyze trends that can inform safety strategies and countermeasures. In addition to focusing on crash type and contributing factors, focus on crash locations to outline high crash corridors, and rural vs. urban context. (Washington County, Cass County, and Lane County)
- Turn proposed countermeasures into specific actionable project proposals and/or locations or concepts for future projects. (Cass County)
- Outline broad strategies to secure future funding for safety projects. (Sun Corridor MPO)

Other Applicable Transportation Documents

We reviewed a variety of other documents pertaining to the transportation system and transportation safety. The Clackamas County Transportation System Plan, the Towards Zero Deaths National Strategy, Road Traffic Safety Management ISO 39001 from the International Organization for Standardization,

and the Molalla Transportation Safety Culture Project shed light on various aspects of transportation and safety within and outside of Clackamas County.

Clackamas County Transportation System Plan – Adopted December 2013

The Clackamas County Transportation System Plan (TSP) guides transportation-related decisions and identifies the capital construction needs and priorities in Clackamas County over a 20-year horizon. One of its six goals is to promote a transportation system that maintains or improves our safety, health, and security, and it includes multiple references to safety as a fundamental item to be prioritized in the transportation planning process.

The TSP references the Capital Improvement Plan (CIP), which prioritizes potential transportation construction projects with respect to the TSP goals. As such, the CIP specifically references safety as a category of projects in the project prioritization process. The TSP also specifically references the goals outlined in the 2012 Clackamas County TSAP.

Ultimately, projects resulting from the TSAP will need to be integrated into the TSP. Therefore, the updated TSAP should be consistent with the TSP to ensure that project efforts are streamlined and consistent.

Towards Zero Deaths National Strategy – Adopted June 2014

The Towards Zero Deaths National Strategy (TZD) was developed by a partnership of several organizations representing public agencies (e.g., American Association of State Highway and Transportation Officials, Governors Highway Safety Association, International Association of Police Chiefs, National Association of County Engineers,) and the US Department of Transportation. It is a tool to help agencies and stakeholders across the country consolidate efforts toward reducing fatalities and serious injuries caused by traffic crashes. It describes Safety Culture as a holistic topic that refers to safety decisions of road users, the consideration of safety impacts during transportation network planning and design, and how employees within an organization consider safety. It presents a positive transportation Safety Culture as one of the key building blocks of eliminating traffic deaths and serious injuries.

TZD lists various strategies to be used to shift the country's culture away from inherently accepting risks and towards a social imperative to reject risky behaviors, engage protective behaviors, and embrace traffic safety policies. It lists 6 key areas, as listed below, which holistically examine the sources of risk in our transportation system. It proceeds to discuss broad proposed countermeasures related to each key area.

- Safer Drivers and Passengers
- Safer Vulnerable Users
- Safer Vehicles
- Safer Infrastructure

- Enhanced Emergency Medical Service
- Improved Safety Management

The TZD document will serve as a reference for potential strategies when developing the updated TSAP, especially as it pertains to creating a positive transportation safety culture.

Road Traffic Safety Management System ISO 39001

Developed by the International Organization for Standardization (ISO), a worldwide federation of national standards bodies, this international standard document specifies requirements for road traffic safety (RTS) management systems for organizations that want to achieve ISO certification. It enables organizations that interact with the road traffic system to reduce deaths and serious injuries related to road traffic crashes. The document contains broad language describing evaluation methods, quality control, and management styles related to an organization's ability to successfully bolster road traffic safety.

While ISO certification may not be relevant to the County, the best practices and guidelines contained in this document will may help inform the TSAP update process.

Molalla Transportation Safety Culture Project – Published June 2017

Montana State University worked with Clackamas County to cultivate a positive transportation Safety Culture and reduce crashes in Molalla, Oregon. Local stakeholders (traffic safety professionals, prevention leaders, and residents) engaged in “capacity building” (changing a community's ability to address health issues by creating new structures, approaches, and/or values). A “Positive Culture Framework” (PCF) guided discussion and action. It consists of the following structure:

- 1) Improve cultural factors
- 2) Increase protective behaviors and decrease risky behaviors
- 3) Improve health and safety

Stakeholders identified aggressive driving as a risky behavior to be addressed. The existing culture of aggressive driving was assessed using a mail survey, and existing programs and strategies aimed at improving this culture were also evaluated. Potential new strategies for improving the culture of aggressive driving were assessed, and methods such as radar feedback signs, education in schools and senior centers, and media campaigns were prioritized. The implementation of these strategies is still in process.

The strategies and methods used throughout this effort will be considered for use in the Clackamas County TSAP update.

Sweden's Vision Zero Initiative

Sweden is often credited as being the first major government entity to adopt the concept that zero is the only acceptable number of deaths from traffic crashes. Their Vision Zero initiative began in 1994 and the concept was passed into law by the Swedish Parliament in 1997 (Reference 1). Sweden has a fatality rate that is less than one-third of the rate in the United States (i.e., 2.8 traffic deaths per 100,000 people in Sweden compared to about 10.6 deaths per 100,000 people in the United States; Reference 2). The fatality rate in Sweden has fallen from about 7 deaths per 100,000 people since the law was passed (Reference 3), to approximately 3 deaths per 100,000 people in 2013 (Reference 2).

Sweden's Vision Zero program takes a multifaceted approach to transportation safety, but it emphasizes the importance of design and management of the transportation system in achieving the goal. It assumes that humans will make mistakes, no matter how well educated they are, or how aggressive enforcement is, and puts the responsibility for preventing these mistakes on the owners of the transportation system. The Vision Zero Initiative summarizes this approach with the statement that

In every situation a person might fail. The road system should not. (Reference 1).

An example of this approach in action is related to managing speed. In a 2014 interview, the Swedish Transport Administration's Traffic Safety Strategist noted that they recognize that changing speed limits is not enough in urban areas to manage speeds at a desired level. Therefore, they use traffic calming tools to obtain their desired speeds when necessary (Reference 3).

PUBLIC HEALTH RELATED DOCUMENTS

Transportation safety is a public health concern. On the international level, the World Health Organization declared 2011-2020 to be a Decade of Action for Road Safety, with a global goal of stabilizing and then reducing the level of road fatalities by increasing safety activities conducted at national, regional, and global levels. To gain a better understanding of what relevant data might be available from public health professionals and how transportation safety is perceived in the public health professional community, we reviewed two documents: the *2016 Healthy Columbia Willamette Collaborative Community Health Needs Assessment* and the *2017-2020 Blueprint for a Healthy Clackamas County*.

2016 Healthy Columbia Willamette Collaborative Community Health Needs Assessment

The Healthy Columbia Willamette Collaborative is a public-private partnership that includes hospitals, local public health agencies, and coordinated care organizations in the four counties of the Portland metro area (i.e., Clackamas, Multnomah, and Washington counties in Oregon and Clark County, Washington). It serves as a platform for collaboration around health improvement plans and created the 2016 Community Health Needs Assessment (CHNA) to analyze health needs and assets as required by the federal Affordable Care Act. It incorporates community surveys that help identify public opinion and areas of concern related to transportation.

The CHNA discusses a variety of topics that relate transportation safety to public health. Chief among these are unsafe streets, unsafe driving practices, and extensive time spent driving. Throughout the surveys and the report, an understanding by the community of the importance of transportation safety to community health is shown.

A Clackamas County community survey identified unsafe streets (streets with limited crosswalks, bike lanes, lighting, etc.) as the 9th most important issue out of 25 that needs to be addressed to make the community healthier. A similarly structured survey identified unsafe driving practices (such as not using seat belts/child safety seats and distracted driving) as the 7th most important risky behavior out of 12 that can endanger health in the community.

The CHNA also found that Clackamas County residents commute for close to a half hour on average, the longest in the metro area. This additional time in vehicles could lead to more exposure to the risk of a crash. It can also lead to higher stress levels (Reference 4), which can in turn result in negative driving behaviors (Reference 5).

In addition to safety related issues, transportation systems affect health in a variety of other ways. Safe, nearby transportation was identified by Clackamas County residents as the 12th most important characteristic out of 21 that leads to a healthy community, as it allows access to activities necessary for healthy living, such as healthy food sources and health care. In addition to increasing driving exposure, a long commute to work can increase stress, risk of obesity, and back pain, and it can also limit available time for physical and social activities. Lastly, a transportation system that leads to a pleasant neighborhood environment can support community health through walkability, community size, and access to parks and nature. Focus groups suggested investing in safe parks, neighborhoods, and routes to school, as well as supporting housing policies that create walkable and accessible communities for all.

2017 – 2020 Blueprint for a Healthy Clackamas County

The *2017-2020 Blueprint for a Healthy Clackamas County*, which serves as the Community Health Improvement Plan (CHIP) for Clackamas County, is the Clackamas County Public Health Division's plan to improve the health and quality of life the county's residents. Throughout the document, community feedback and collaboration with experts are used to identify needs and solutions for better health in the community.

The CHIP establishes a long-term goal of eliminating all pedestrian, bicycle, and motor vehicle traffic crash fatalities in Clackamas County. The plan emphasizes pedestrian crashes because they make up close to a quarter of all traffic fatalities. Also noted is that more women are injured in crashes each year than men, which is an uncommon outcome compared to nationwide statistics.

Like the CHNA, the CHIP calls out the importance of improving the built environment through our transportation system. It specifically mentions the necessity of creating places where residents can live and age well in healthy communities. Walkable and connected communities help older residents access

the things they need to live healthy lives, and they also decrease the need to drive, making it easier for older residents to give up, or limit, driving when their ages necessitate it.

The CHIP also discusses the negative effects of Clackamas County's long average commute times. It echoes the CHNA's viewpoint that this trend can lead to sedentary lifestyles and negative health outcomes. It also notes the adverse effects large numbers of long commuters can have on air quality.

CRASH DATA REVIEW

Kittelsohn analyzed the most recent seven years of ODOT crash data (2009-2015) and identified the top fatal and serious injury (F&SI) crash types. The analysis included (but was not limited to) crashes with the following contributing factors:

- Aggressive driving (i.e., driving too fast for conditions, following too closely, failing to avoid the vehicle ahead, or exceeding the posted speed)
- Young drivers ages 15-25
- Roadway departures
- Vulnerable users (bicyclists, pedestrians, and motorcyclists)
- Driving under the influence of intoxicants (DUII) related
- Older drivers ages 65+

Distracted driving has been at the center of much of the recent national conversation related to safety. Tracking distracted driving related crashes tends to be problematic because it is often more difficult to identify as a cause factor as motorists involved in the crashes are unlikely to admit to being distracted. As a result of this, robust data isn't available to identify this as a top cause factor, but it is well known that distracted driving is a concern.

Total crashes and total fatal and serious Injury (F&SI) crashes by year exhibit an upward trend since 2009, as shown in Figures 1 and 2 below; though the trend in F&SI crashes varies some between 2009 and 2015. The trend of increasing fatalities beginning around 2013 matches a global trend. Reasons for this increase are not fully understood by the research community. Factors of consideration include more vehicle miles traveled due to a more robust economy, reductions in seat belt use, increases in travel speeds, and distractions. Additionally, the population of Clackamas County has been steadily increasing with a population of 375,992 in 2010 and an estimate of 413,000 in 2017.

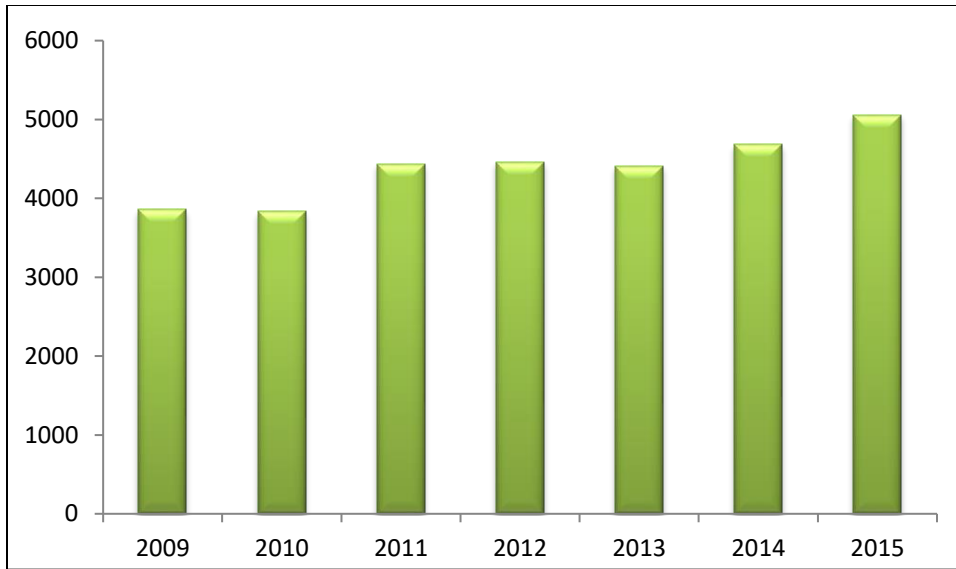


Figure 1. Total Crashes

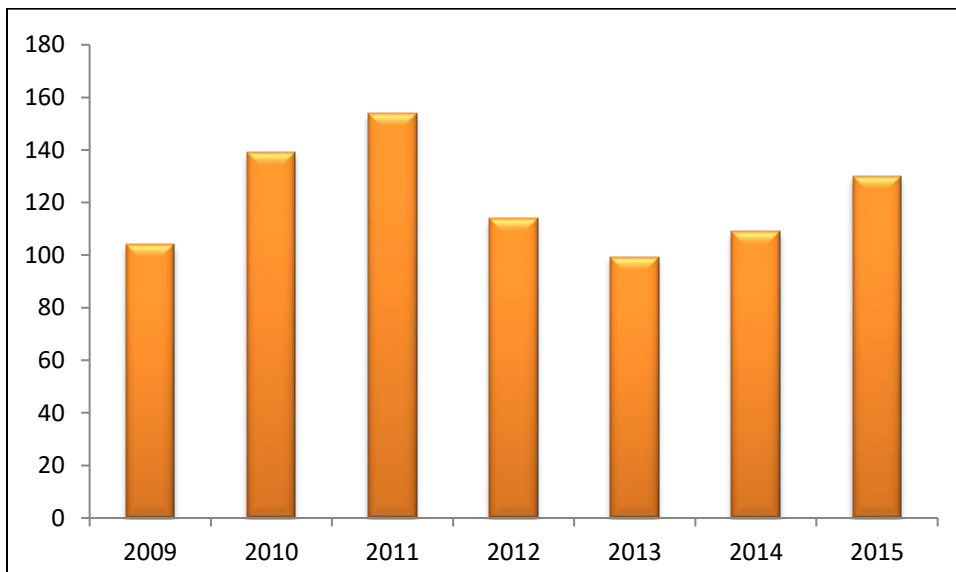


Figure 2. Fatal and Serious Injury Crashes

Kittelson analyzed total crashes and total F&SI crashes based on their contributing factors. The total number of crashes with each of the contributing factors over the seven year period is presented in Figures 3 and 4.

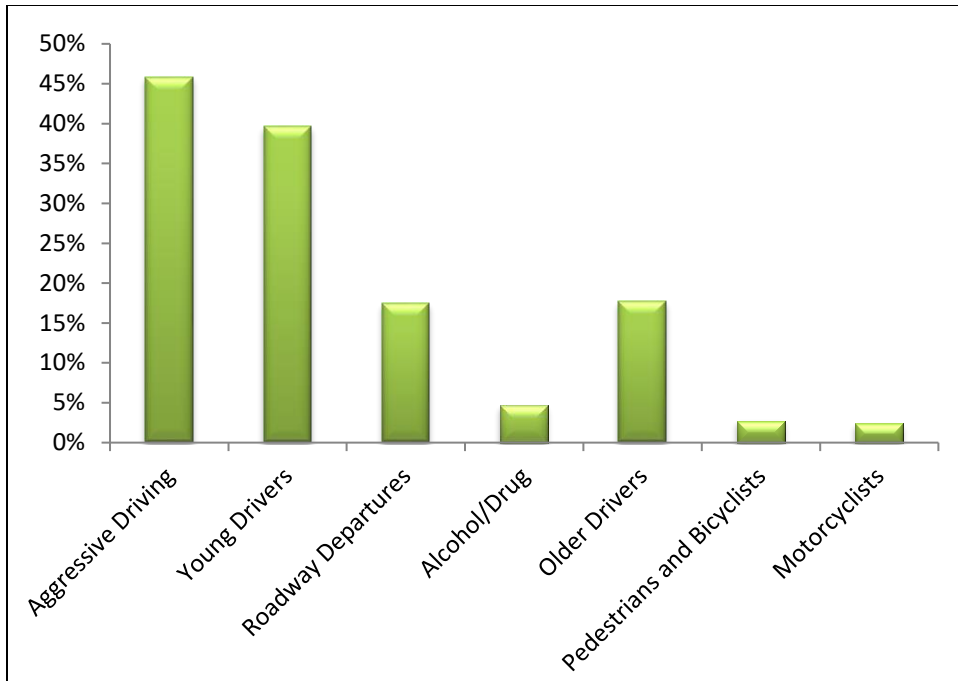


Figure 3. Total Crashes by Contributing Factor

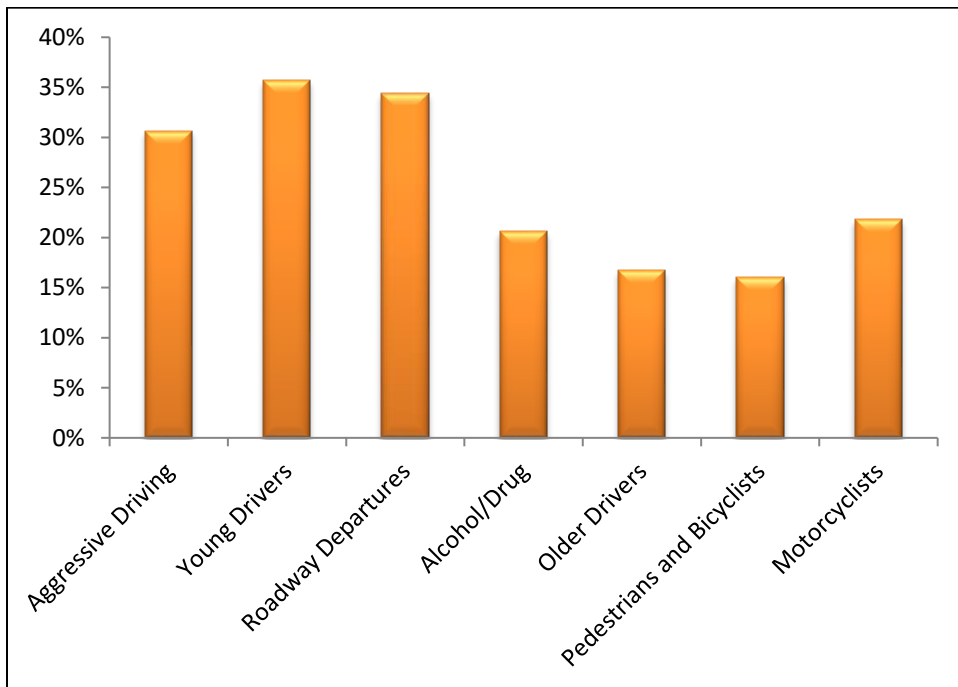


Figure 4. Fatal and Serious Injury Crashes by Contributing Factor

The most prevalent three contributing factors (aggressive driving, young drivers, and roadway departures) from the 2012 TSAP were found to again be the most prevalent three contributing factors with updated data ranging from 2009 through 2015. The proportion of F&SI crashes involving young drivers decreased from about 47% to approximately 36% of all F&SI crashes since the previous study

period. Similarly, the percentage of F&SI crashes related to roadway departures declined from approximately 44% to about 35%. Finally, aggressive driving decreased from being a contributing factor to nearly 60% of F&SI crashes in the 2012 TSAP’s dataset to now being cited as a cause in about 30% of all F&SI crashes. A further review of the data used to develop the 2012 TSAP shows that there was one year where aggressive driving related factors were cited three to six times more frequently compared to other years. Had the number of aggressive driving related F&SI crashes that year been consistent with other years in the dataset, the overall percentage would have been under 40% of all F&SI crashes, similar to what is seen in the 2009 – 2015 data.

Additional contributing factors were analyzed further, as described below.

The Towards Zero Deaths National Strategy describes pedestrians, bicyclists, and motorcyclists as vulnerable users because they are more susceptible to injury or death when involved in a traffic crash. Although pedestrian and bicyclist crashes represented 3% of total crashes in Clackamas County during the study period, they represented 16% of fatal and serious injury crashes. Similarly, though motorcyclists were involved in 2% of all crashes in Clackamas County during the study period, they were in 22% of F&SI crashes.

Crashes due to alcohol/drugs and crashes involving older drivers (65+) each represented approximately 15-20% of F&SI crashes.

Figure 5 shows the proportion of all crashes with a given contributing factor for each year, while Figure 6 shows proportion of fatal and serious injury crashes by contributing factor each year. Some crashes have multiple contributing factors, so the contributing factors add up to more than 100% each year.

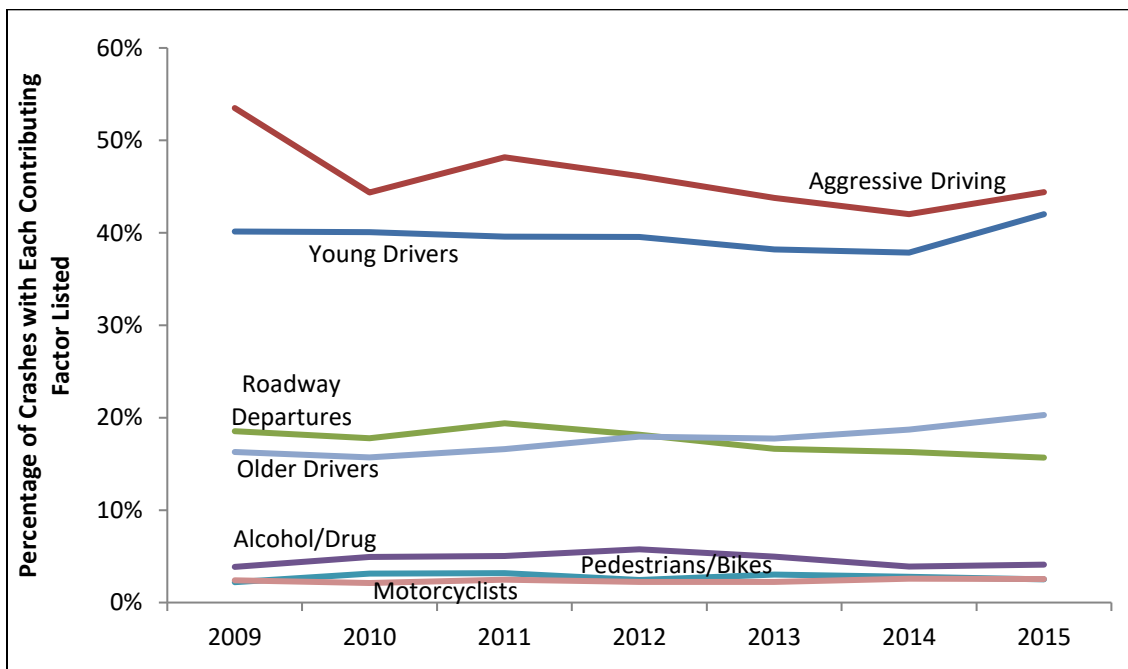


Figure 5. Proportion of Total Crashes by Contributing Factors by Year

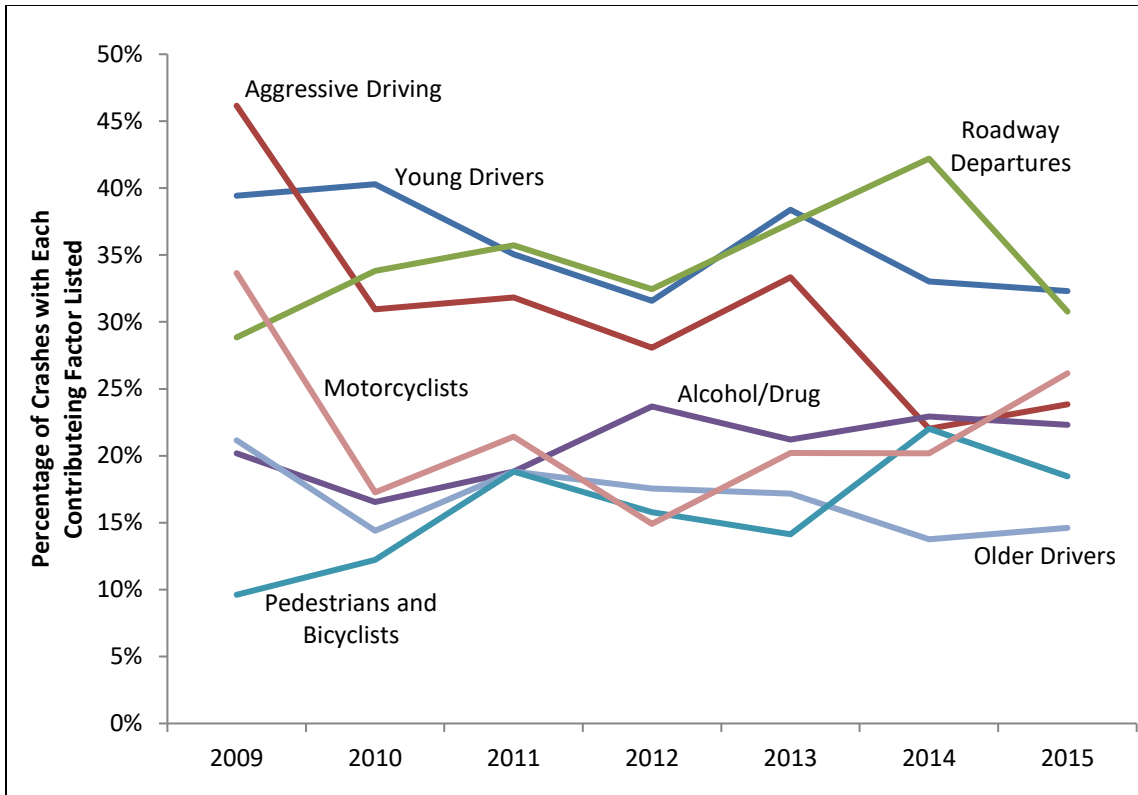


Figure 6. Proportion of Fatal and Serious Injury Crashes by Contributing Factors by Year

The data shows that total crashes related to each contributing factor stayed mostly consistent over the study period.

The F&SI crash data shows greater variability. This is likely due to the smaller sample size of F&SI crashes compared to total crashes. There is a general downward trend over time in the proportion of F&SI crashes involving aggressive driving factors; though the proportion is relatively consistent from 2010 to 2013. Conversely, there is an upward trend over time in the proportion of F&SI crashes involving pedestrians and bicyclists.

Distracted Driving

Distracted driving refers to partaking in any activity that diverts attention from driving, including using a cell phone, eating or drinking, and adjusting entertainment or navigation systems. It was reported as a contributing factor in 5% of total crashes and 4% of F&SI crashes. However, current literature shows these values may be underreported since many drivers are unwilling to admit to a crash being caused by distraction (or often are simply not asked) a recent ODOT task force showed that distracted driving is often underreported. (Reference 6) So, it is possible that driving is a more significant problem in Clackamas County than shown in the ODOT data.

PERFORMANCE MEASURES

Clackamas County recently defined performance measures for the Transportation Safety as part of its *Performance Clackamas: Strategic Business Plan* effort. The Transportation Safety program's near-term goal for this plan is to reduce the rolling annual three-year average number of traffic fatalities from 26 to 14. To track its progress toward this goal, the following measures are identified:

- # students receiving Drive to Zero safety presentations
- # of temporary radar speed feedback signs installed
- # safety evaluations completed
- # heavy vehicles inspected
- % of heavy vehicles taken out of service and in need of repair
- # requests for placement of the radar-reader sign
- # road safety evaluations requested

Additionally, the Transportation Maintenance Division has a performance target of having 75% of County roads with adequately visible pavement markings.

In addition to the measures identified above, in the updated TSAP the County may want to consider measures related to the following:

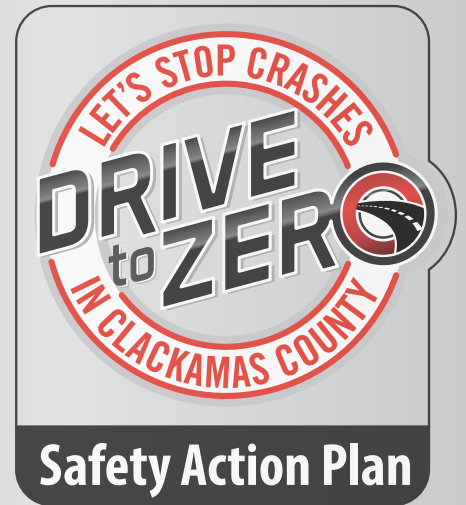
- Implementation of TSAP related action items
- Crash data trends in the identified emphasis areas

NEXT STEPS

The results of this memorandum will be used to inform the development of the updated Transportation Safety Action Plan. Specifically, those areas as identified as the largest contributors to fatal and serious injury crashes may be emphasis areas in the plan. These areas will be investigated further in the development of the plan.

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4. Stutzer, A. and Frey, B. S. *Stress That Doesn't Pay: The Commuting Paradox*. August 2004.
5. Shamo-Nir, L. & Koslowsky, M. *Aggression on the Road as a Function of Stress, Coping Strategies and Driver Style*. *Psychology*, 1, 35-44. 2010.
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Part 1

Appendix B

Action Items Spread Sheet

Section	Action Item Category	Action Item	Lead Agency	Supporting Agency/Agencies	Implementation Timeline
Safe Drivers and Passengers	Attentive Driving	Work with employers to institute distracted driving policies at their workplaces.	Oregon Impact	Molalla DTZ	short
		Educate youth and adults on the importance of paying attention when using the transportation system.	ODOT/DTZ	Molalla DTZ, TSC, schools	short
	Sober Driving	Encourage businesses, institutions, and families to create policies related to driving safety, including attentive driving	Office of Children, Youth and Families/DTZ/OLCC	law enforcement	short
		Work with alcohol and marijuana retailers/servers to encourage compliance checks to deter selling to, and reward those who do not sell to, underage customers.	Public Health/DTZ	Molalla DTZ	short
		Promote the Oregon Liquor Control Commission's Responsible Vendor program.	Oregon Impact/DTZ	Molalla DTZ, AMR, Safe Kids, TSC	short
		Provide educational posters, social media posts, and public service announcements to inform the dangers of impaired driving.	DTZ/Oregon Impact	Molalla DTZ, AMR, Safe Kids, Oregon Impact	short
		Work in schools to educate students on the consequences of impaired driving	ODOT/Legislators	Counties and Cities	medium
		Coordinate with enforcement agencies to gain support of legislation and penalties associated with impaired driving.	CCSO/City PD's	DTZ/Oregon Impact	medium
		Enhance Driving Under the Influence of Intoxicants (DUII) and impaired driving enforcement through: data-driven saturation patrols; drug recognition and training (DRE & K9), standardized field sobriety tests training, and wet labs; and assign a dedicated DUII enforcement unit to County roads.	ODOT	Oregon Impact	medium
		Develop repeat DUII driver offender programs focused on treating the causes of DUII.	ODOT/CCSO/City PD's	DTZ	medium
		Provide Drug Recognition Expert (DRE) training for all county law enforcement officers.	Office of Children, Youth and Families/DTZ	Public Health, Molalla DTZ, Oregon Impact	short
		Calm Driving	Grow partnerships and support existing efforts to reduce underage drinking, underage marijuana use, and drug use through funding, educational outreach, and coalition membership	BCC/Legislature	law enforcement/ DTZ
	Implement automated enforcement of speeding and red-light running. This can only be used in cities, not in unincorporated communities of Clackamas County.		DTZ	TSC	short
	Install speed feedback signs.		ODOT	Cities and counties	medium
	Work with ODOT and individual cities to implement best practices in setting design speeds and speed limits, including implementing risk-based speed limits		ODOT/DTZ	Molalla DTZ	short
	Inexperienced Drivers	Support driver education programs, especially in rural areas that may struggle with access to programs.	Public Health/DTZ/ODOT	Molalla DTZ, TSC	medium
		Begin safety education before young people reach driving age.	Office of Children, Youth and Families/DTZ	Molalla DTZ	short
		Support family-based safety education to leverage parental influence.	Office of Children, Youth and Families	Molalla DTZ	short
		Continue to support peer-based marketing efforts on safe driving.	DTZ	Molalla DTZ	short
		Continue outreach program in high schools countywide to provide driver, pedestrian, and bicyclist safety education.	Public Health/DTZ	Molalla DTZ	short
Encourage conversations between family members and the health care community about safe driving through education campaigns and supporting materials, such as pamphlets and online resources.		Public Health/DTZ	Molalla DTZ, TSC	short	
Senior Drivers	Teach people about the impact of medicines on their ability to think clearly and react quickly.	Public Health/DTZ	Molalla DTZ	short	
	Support training sessions through AARP and insurance companies to help seniors maintain driving skills.	Public Health/DTZ	Molalla DTZ	short	
	Provide transportation options through multimodal infrastructure.	Public Health/DTZ Transit agencies in County	Molalla DTZ Clackamas County Volunteer Connection Transportation Reaching People	medium	
Restraining Devices	Support Safe Kids Oregon, ODOT, and Oregon Impact in their education efforts on child passenger safety.	Oregon Impact/DTZ	Molalla DTZ, AMR, Safe Kids	short	

Section	Action Item Category	Action Item	Lead Agency	Supporting Agency/Agencies	Implementation Timeline
		<p>Raise awareness of the frequency of incorrect car seat installation. Provide information on the safety outcomes of properly installed car seats, including types of seats, when they should be front or rear facing, when children should be seated in the front or back of vehicles, and other laws related to seat belt use. Provide car seat installation assistance. If possible, offer reduced priced seats for low-income families.</p> <p>Complete gap analysis of child passenger safety in Clackamas County. Implement recommendations from gap analysis report. Support education, marketing, and enforcement efforts to further increase seat belt usage in Clackamas County.</p>	<p>ODOT/DTZ/Oregon Impact</p> <p>ODOT/DTZ/Oregon Impact</p> <p>DTZ</p> <p>DTZ/Oregon Impact</p> <p>ODOT/DTZ/Oregon Impact</p>	<p>Public Health, Molalla DTZ</p> <p>Molalla DTZ</p> <p>Oregon Impact</p> <p>Safe Kids</p> <p>Molalla DTZ</p>	<p>short</p> <p>short</p> <p>short</p> <p>short</p> <p>short</p>
Safe Vulnerable Users	Pedestrians	<p>Work with partners through safety fairs, school presentations, town halls, and community events to develop and execute safety education, including outreach for children: safe crossing practices, not playing behind vehicles or near streets, and importance of adult supervision. Provide adult pedestrian outreach, such as safe crossing practices and new pedestrian infrastructure education.</p>	<p>CCSafeRoutes/DTZ</p> <p>DTZ</p>	<p>Public Health, Molalla DTZ, Safe Kids, Oregon Impact</p> <p>Public Health</p>	<p>short</p> <p>medium</p>
		<p>Promote roadway design that integrates pedestrian safety considerations by providing pedestrian infrastructure, encouraging slower motor vehicle speeds, and minimizing conflict points between people walking and people driving (see Part 2 for more information). Continue to support the Clackamas County Safe Routes to School program. Continue support for the County Bike and Pedestrian Program. Provide education and awareness campaigns centered around driver and bicyclists behavior, common crash types, and low-light visibility issues.</p>	<p>CCTransPlanning/CCSafe ty/CCCapital</p> <p>DTD</p>	<p>Public Health</p> <p>Public Health, Molalla DTZ</p>	<p>medium</p> <p>short</p>
		<p>Promote roadway design that integrates bicycle safety considerations by providing appropriate bicycle infrastructure, encouraging slower motor vehicle speeds, and minimizing conflict points between bicyclists and motorists (see Part 2 for more information). Continue to support the Clackamas County Safe Routes to School program. Continue support for the County Bike and Pedestrian Program. Support prevention agencies such as Think First who provide training and education related to helmet use. Consider outreach regarding proper safety equipment. Consider outreach regarding safe riding practices. Consider outreach regarding motorcycle handling skills and maintenance. Support ODOT and Team Oregon training and outreach.</p>	<p>DTZ</p> <p>CCTransPlanning/CCSafe ty/CCCapital</p> <p>DTD</p> <p>DTZ/Public Health Team Oregon/DTZ Team Oregon/DTZ</p> <p>Team Oregon/DTZ</p> <p>ODOT</p>	<p>Public Health, Molalla DTZ</p> <p>Public Health, Molalla DTZ</p> <p>Public Health, Molalla DTZ</p> <p>Molalla DTZ</p>	<p>short</p> <p>short</p> <p>medium</p> <p>short</p> <p>short</p>
	Bicyclists	<p>Promote roadway design that integrates bicycle safety considerations by providing appropriate bicycle infrastructure, encouraging slower motor vehicle speeds, and minimizing conflict points between bicyclists and motorists (see Part 2 for more information). Continue to support the Clackamas County Safe Routes to School program. Continue support for the County Bike and Pedestrian Program. Support prevention agencies such as Think First who provide training and education related to helmet use. Consider outreach regarding proper safety equipment. Consider outreach regarding safe riding practices. Consider outreach regarding motorcycle handling skills and maintenance. Support ODOT and Team Oregon training and outreach.</p>	<p>CCTransPlanning/CCSafe ty/CCCapital</p> <p>DTD</p>	<p>Public Health, Molalla DTZ</p> <p>Public Health, Molalla DTZ</p>	<p>medium</p> <p>short</p>
		<p>Support ODOT and Team Oregon training and outreach.</p>	<p>Team Oregon/DTZ</p> <p>ODOT</p>	<p>Molalla DTZ</p>	<p>short</p> <p>short</p> <p>medium</p> <p>short</p>
	Motorcyclists	<p>Consider safety-based measures for design criteria to evaluate roadway performance.</p>	<p>CCTransPlanning/CCSafe ty/CCCapital</p>	<p>Public Health</p>	<p>short</p>
		<p>Develop a policy and practice for incorporating safety assessments into project development, design, and construction. Convene a group to investigate incorporating increased safety analysis requirements into development review: develop and implement crash frequency standards, and assess impact fees for trips through Safety Focus roadways and intersections.</p>	<p>CCTransPlanning/CCSafe ty/CCCapital</p>	<p>Public Health</p>	<p>medium</p>
		<p>Integrate Road Safety Audits (RSAs) into the project development process. Encourage RSAs on existing roads and intersections.</p>	<p>CCDevRev/CCSafety</p> <p>CCDevRev/CCSafety</p>	<p>Public Health</p>	<p>short</p> <p>medium</p>
		<p>See Part 2 of the plan for more information on specific countermeasures and locations</p>	<p>CCSafety</p> <p>CCTransPlanning/CCSafe ty/CCCapital</p>	<p>CCRoadMaint</p> <p>Public Health</p>	<p>Short</p> <p>Medium</p>
		<p>Design appropriate infrastructure for people walking and biking.</p>	<p>CCTransPlanning/CCSafe ty/CCCapital</p>	<p>Public Health</p>	<p>Medium</p>
Safe Infrastructure	Safety Should be a Priority on Every Project	<p>Consider safety-based measures for design criteria to evaluate roadway performance.</p>	<p>CCTransPlanning/CCSafe ty/CCCapital</p>	<p>Public Health</p>	<p>short</p>
		<p>Develop a policy and practice for incorporating safety assessments into project development, design, and construction. Convene a group to investigate incorporating increased safety analysis requirements into development review: develop and implement crash frequency standards, and assess impact fees for trips through Safety Focus roadways and intersections.</p>	<p>CCTransPlanning/CCSafe ty/CCCapital</p>	<p>Public Health</p>	<p>medium</p>
		<p>Integrate Road Safety Audits (RSAs) into the project development process. Encourage RSAs on existing roads and intersections.</p>	<p>CCDevRev/CCSafety</p> <p>CCDevRev/CCSafety</p>	<p>Public Health</p>	<p>short</p> <p>medium</p>
	Deploy Safety Countermeasures Related to Safety Emphasis Areas	<p>See Part 2 of the plan for more information on specific countermeasures and locations</p>	<p>CCSafety</p> <p>CCTransPlanning/CCSafe ty/CCCapital</p>	<p>CCRoadMaint</p> <p>Public Health</p>	<p>Short</p> <p>Medium</p>
	Design for All Expected Users	<p>Design appropriate infrastructure for people walking and biking.</p>	<p>CCTransPlanning/CCSafe ty/CCCapital</p>	<p>Public Health</p>	<p>Medium</p>

Section	Action Item Category	Action Item	Lead Agency	Supporting Agency/Agencies	Implementation Timeline
	Performance Clackamas sets Pavement Condition Index (PCI) goals to: Prepare roadways, streetlights, signals, etc. for vehicle to infrastructure communication	Educate and inform users of infrastructure changes. Enact roadway design standards that encourage vehicle speeds appropriate for the surrounding land use.	CCTransPlanning/CCSafety/CCCapital	Public Health	short
		By 2022, maintain the average condition of paved county roads at 70 PCI or higher.	CCTrafMaint		short
		By 2022, maintain the average condition of County urban local roads at 70 PCI or higher.	CCTrafMaint		short
		Monitor future trends to discern best way to pursue this action item.	CCSafety		medium
Safe Vehicles	Commercial Vehicles	Increase Motor Carrier Safety inspections and outreach. Develop safety standards for County fleet vehicles	CCSafety Fleet/RiskMan	local law enforcement	medium short
	Personal Vehicles	Implement education and outreach efforts to communicate safety benefits and limitations of new vehicle technologies. Analyze crashes involving vehicle malfunctions and use results to inform outreach, and possibly enforcement, efforts.	RiskMan/DTZ CCSO/CCSafety	Molalla DTZ Molalla DTZ	short medium
Safety Culture		Continue improving safety culture within the County, starting with departments directly associated with transportation safety, including Transportation and Development and Health, Housing, and Human Services	DTZ/Public Health	Public Health, Molalla DTZ, TSC	short
		Build off the Molalla Drive to Zero project and extend Positive Culture Framework applications to other communities in the County. Reach out to media to encourage positive reporting instead of negative or traumatic messaging	DTZ/Public Health CCPGA/DTZ	 Public Health	short short
		Continue to support the Clackamas County Safe Routes to School program, including education and encouragement efforts.	DTD	Public Health, Molalla DTZ	short
Safety Management	Data Management	Integrate Roadway Infrastructure Management Systems (RIMS), crash, and traffic databases. Manage assets efficiently.	DTD/RdMaint RdMaint		medium medium
		Improve data inventory elements including addition of curve data.	RdMaint/CCSafety		medium
		Partner with Public Health and the Center for Public Health Advancement to: overlay substance abuse data with DUII data to identify locations to focus interventions and overlay chronic disease impacts with transportation safety to identify locations where interventions could be applied to reduce disease and traffic crashes (e.g., multimodal infrastructure improvements) which may help fill gaps in reporting of non-injury crashes.	DTZ/Public Health	Public Health	medium
		Provide crash data recording training for law enforcement officers.	ODOT	law enforcement agencies	short
	Safety Analysis Capacity Building	Pursue grants to provide additional training and/or software tools. Plan and execute data analysis training sessions. Add data analysis capabilities	CCSafety CCSafety DTD/CCSafety		short short short
		Integrate the Highway Safety Manual (HSM) Predictive Method analyses into the roadway database for segments and intersections.	CCSafety		short
		Automate network screening using a custom or off-the-shelf tool. Support Data-Driven Approaches to Crime and Traffic Safety (DDACTS).	CCSafety CCSO/CCSafety		medium medium
	Communication Between Safety Partners	Continue DTZ Advisory Board and potentially expand membership. Develop other forums and tools for cross-organization information sharing and communication.	DTZ DTZ/RiskMan/Public Health	AMR, Safe Kids, Oregon Impact Molalla DTZ	short short

Section	Action Item Category	Action Item	Lead Agency	Supporting Agency/Agencies	Implementation Timeline
		Collaborate with Department of Public Health to work on active transportation, safe routes to school, health impact assessments, and rural access to health care. Include transportation safety in County public health education programming. Better incorporate safety into long-range planning and project development processes. Develop a formal method for sharing safety data with partners, such as a website or a recurring presentation. Collaborate with local law enforcement agencies to identify and evaluate top County crash locations Continue to promote and support the Clackamas County Traffic Safety Commission.	CCTransPlan/Public Health/RiskMan CCTransPlan/CCSafety CCSafety CCSO/CCSafety CCSafety	Public Health, Molalla DTZ Molalla DTZ Molalla DTZ Molalla DTZ Molalla DTZ	short short medium medium short
Enhanced Emergency Medical Services	Work with the Emergency Medical Services Council and other stakeholders to:	Partner with local hospitals and outreach groups to help provide bystander training courses to the public (i.e., train members of the public to respond to emergencies since they are sometimes the first on the scene at a crash and may be the only one for some time in rural areas). Maximize efficiency with urban and rural response times through evidence-based techniques. Optimize activation of Life Flight based on risk. Continue to build advanced education EMS personnel capacity in rural areas. Continue to identify reasons for delay in transport for both ground EMS (GEMS) and helicopter EMS (HEMS) using registry data and EMS records. Continue to consider process improvement initiatives to increase EMS documentation and data collection. Continue to work with stakeholders to identify equipment upgrades, training, or enhancements that would improve patient outcomes. Continue to identify barriers, if any, to rapid transfer of patients from lower-acuity hospitals in Clackamas County to nearby trauma centers.	DisasterMan/Public Health Public Health Public Health Public Health Public Health Public Health Public Health Public Health	Molalla DTZ, AMR Fire districts in County Public Health, Clackamas EMS Council; Life Flight; CCOM, LOCOM (Lake Oswego Dispatch Center) Clackamas EMS Training Group Public Health, Clackamas EMS Operations Committee Public Health, Clackamas EMS QI Committee Public Health, Molalla DTZ, Clackamas EMS System Enhancement Committee Public Health, Regional ED/EMS Learning Collaborative	medium medium short short short short short short
	Support the Oregon Area Trauma Advisory Board in their efforts to:	Explore accreditation of County dispatch centers Continue to review patient transport time data, identify barriers to rapid transport, and work with stakeholders to find solutions. Continue to enhance quality assurance for delivery of emergency medical services and review improvement opportunities. Continue collaboration with EMS providers as part of the Drive to Zero Advisory Board and expand to other groups as necessary.	CCOM Public Health Public Health DTZ	LOCOM (Lake Oswego Dispatch Center) Public Health, "Clackamas EMS Operations Committee Regional Hospital Preparedness Organization" Public Health, Clackamas EMS QI Committee Public Health	short short short short
	Enhance collaboration between the County and rural fire districts with emphasis on unique rural needs.		CCOM	Public Health, Molalla DTZ Public Health EM Council LOCOM (Lake Oswego Dispatch Center) AMR Dispatch	short medium
	Work with the County 9-1-1 team to:	Involve them at appropriate times in project planning and design review to identify opportunities to improve EMS access and location identification.	CCOM	WCCCA	medium

<i>Section</i>	<i>Action Item Category</i>	<i>Action Item</i>	<i>Lead Agency</i>	<i>Supporting Agency/Agencies</i>	<i>Implementation Timeline</i>
		Involve them in enforcement and EMS grant opportunities.	CCOM	Public Health EMS Council LOCOM (Lake Oswego Dispatch Center) AMR Dispatc WACCA Public Health EMS Council	short
		Develop/purchase a system that allows County 911 dispatchers to quickly input reported road issues and have the information be sent to the appropriate agency (i.e., County, City, or ODOT Region).	CCOM	LOCOM (Lake Oswego Dispatch Center) AMR Dispatc WACCA	long
		Consider a media campaign to inform/educate the public on how to help emergency vehicles move faster by slowing down and moving over.	CCPGA/ODOT	Public Health, Molalla DTZ	short



Part 1

Appendix C

Acronyms

Appendix C - Acronyms

Acronym	Definition
AAA	American Automobile Association
APS	Accessible Pedestrian Signal
ARTS	All Roads Transportation Safety
CERT	Community Emergency Response Team
CIP	Capital Improvement Program
DDACTS	Data-Driven Approaches to Crime and Traffic Safety
DRE	Drug Recognition Expert
DTD	Department of Transportation and Development
DTZ	Drive to Zero
DUII	Driving Under the Influence of Intoxicants
EMS	Emergency Management Services
FARS	Fatality Analysis Reporting System
FFF	Ford Family Foundation
FYA	Flashing Yellow Arrow
GEMS	Ground Emergency Medical Services
GIS	Geographic Information Systems
GPS	Global Positioning System
HEMS	Helicopter-Based Emergency Medical Services
HSIP	Highway Safety Improvement Program
HSM	Highway Safety Manual
K9	K9 Unit of Clackamas County Sheriff's Office
M-DTZ	Molalla Drive to Zero
MSU	Montana State University
MP	Milepost
MPH	Miles Per Hour
ODOT	Oregon Department of Transportation
PCI	Pavement Condition Index
PCF	Positive Culture Framework
RDI	Rural Development Initiative
RIMS	Roadway Infrastructure Management Systems
RSA	Road Safety Audit
SPIS	Safety Priority Index System
STP	Surface Transportation Program
STIP	Statewide Transportation Improvement Program
SDCs	System Development Charges
TSP	Transportation System Plan
TSAP	Transportation Safety Action Plan



Part 2

Appendix A

Top 50 SPIS Sites Analysis

Appendix A – Top 50 SPIS Sites Analysis

Appendix A describes the identification and analysis of the top 50 high-crash sites, based on SPIS scores, and the countermeasures considered and recommended for them.

Hotspot Screening

Clackamas County uses the Oregon Department of Transportation’s Safety Priority Index System (SPIS) to rank high crash locations on County-owned roadways. The SPIS score for a given intersection or road segment is a function of crash frequency, crash rate, and crash severity. This list consists of 366 intersections and 274 500-foot segments. High-crash segments that overlap high-crash intersections were removed from the list to ensure that each high-crash location is only analyzed once. The top 50 high-crash locations, based on SPIS score calculated by Clackamas County, are analyzed further for potential improvements in this plan.

Priority Locations

Figure A-1 shows the top 50 high-crash sites, based on SPIS score using crash data from 2013 to 2015. It includes 42 intersections and 8 road segments. Several of these locations overlap with areas identified as candidates for road safety audits (RSAs) in the County’s Transportation System Plan (TSP), as shown in the figure. Table 1 describes the crash patterns identified at each site.

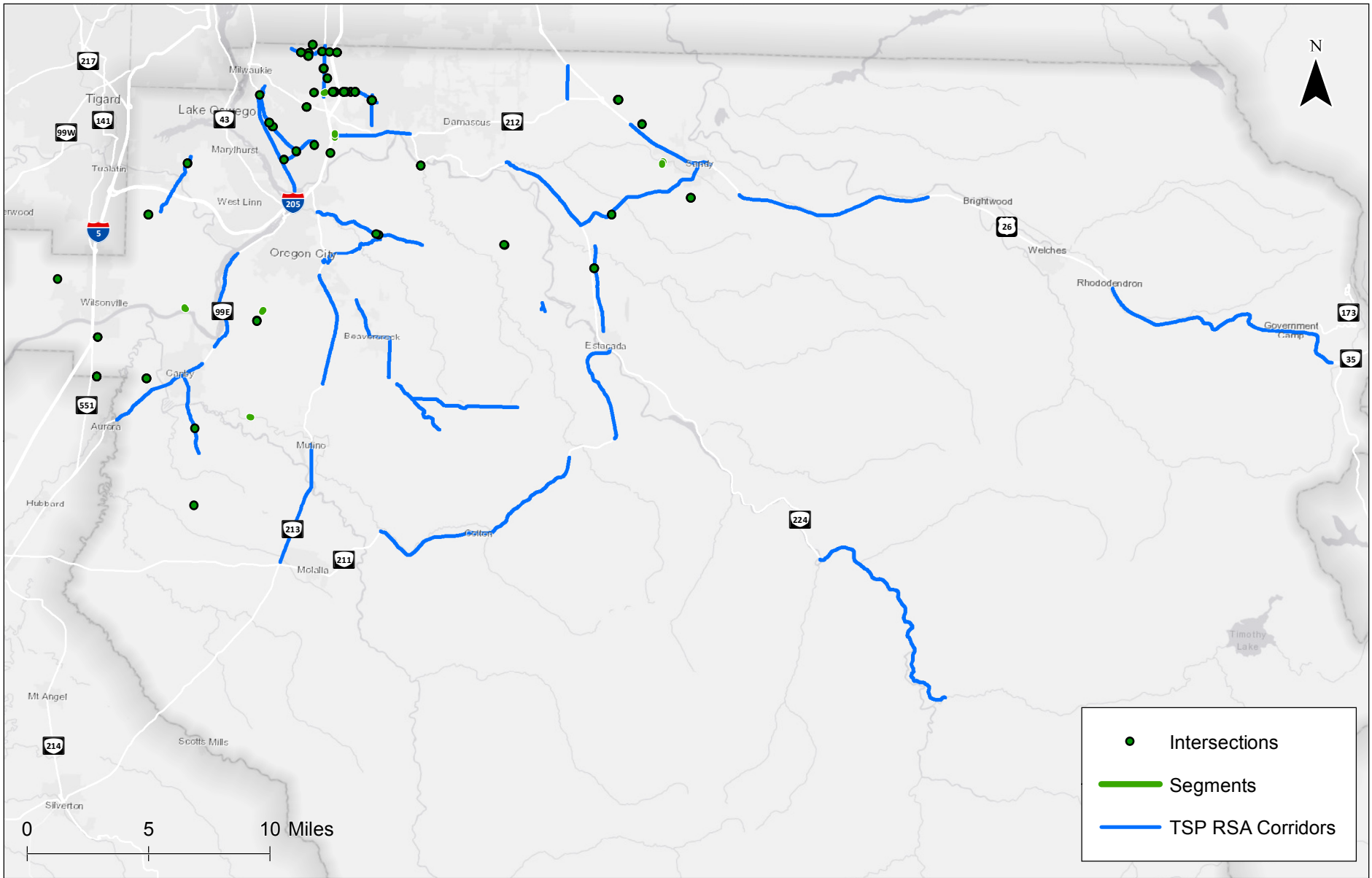
Table 1. Site Crash Patterns

Location Number	Location Name	Prevalent Crash Patterns
1	Fuller Road / Johnson Creek Boulevard	Rear-end crashes
2	Kelso Road / Orient Drive	Angle and turning crashes
3	Sunnyside Road / SE 101st Avenue	Rear-end crashes
4	Sunnyside Road / Stevens Road	Rear-end, angle, and turning crashes
5	Webster Road / Lake Road	Angle, turning, and rear-end crashes
6	Johnson Creek Boulevard / 80th Avenue	Angle crashes
7	Sunnyside Road / Clackamas Town Center	Angle and turning crashes
8	Sunnyside Road / 122nd Avenue	Rear-end crashes
9	King Road / 82nd Avenue	Angle, turning, and rear-end crashes
10	King Road / Fuller Road	Angle and turning crashes
11	Sunnyside Road / 93rd Avenue	Turning crashes
12	Johnson Creek Boulevard / Bell Road	Angle, turning, and rear-end crashes
13	Sunnybrook Boulevard / Sunnyside Road	Turning and rear-end crashes
14	Fuller Road / Harmony Road	Turning and rear-end crashes
15	82nd Drive (s/o OR 212)	Turning crashes at driveways
16	72nd Avenue / Luther Road	Turning crashes
17	82nd Drive (n/o OR 212)	Angle and turning crashes
18	Ferguson Road / Redland Road	Turning and rear-end crashes
19	Howlett Road / VanCuren Road	Fixed object crash (one total)
20	Airport Road / Arndt Road	Angle, turning, and rear-end crashes

21	Oatfield Road / Jennings Avenue	Angle, turning, and rear-end crashes
22	Jennings Avenue / Addie Street	Angle and turning crashes
23	Sunnyside Road	Fixed object and turning crashes and one pedestrian crash
24	Bornstedt Road / Trubel Road	Angle and turning crashes
25	Miley Road / Airport Road	Turning and fixed object crashes
26	Bell Avenue / Overland Street	Fixed object, angle, and turning crashes and one pedestrian crash
27	Springwater Road / Harding Road	Angle and turning crashes
28	Central Point Road / New Era Road	Angle and turning crashes
29	Oatfield Road / Concord Road	Angle and turning crashes
30	Eagle Creek Road / Currin Road	Fixed object crashes
31	82nd Drive / Strawberry Lane	Angle and turning crashes
32	Compton Road / Orient Road	Angle, turning, and rear-end crashes
33	362nd Drive (s/o Skogan Road)	Fixed object crashes and one pedestrian crash
34	Webster Road / Strawberry Lane	Rear-end, angle, sideswipe, and fixed object crashes
35	Causey Avenue / 85th Avenue	One fixed object, rear-end, angle, and pedestrian crash
36	Grahams Ferry Road / Tooze Road	Angle crashes
37	Central Point Road	Fixed object crashes
38	Mulino Road	Fixed object crashes
39	Risley Avenue / Oatfield Road	Angle, turning, and rear-end crashes
40	Park Avenue / Oatfield Road	Angle and turning crashes
41	Arndt Road / Barlow Road	Rear-end crashes
42	Childs Road / Stafford Road	Angle and turning crashes
43	92nd Avenue / Johnson Creek Boulevard	Rear-end and angle crashes
44	Hattan Road / Springwater Road	Angle and turning crashes
45	Johnson Creek Boulevard / Linwood Avenue	Angle and turning crashes
46	Canby Marquan Highway / Lone Elder Road	Rear-end crashes
47	Mountain Road	Fixed object crashes
48	362nd Drive (n/o Colorado Road)	Fixed object crashes
49	Sunnyside Road / 105th Avenue	Rear-end crashes
50	Stafford Road / Schatz Road	Angle, turning, and fixed object crashes

The project team identified the following crash trends through its review of the top 50 sites by SPIS score. It used these findings to identify the most appropriate ODOT All Roads Transportation Safety (ARTS) program countermeasures to apply to the 50 high-crash locations.

- Many unsignalized intersections experience a high proportion of angle and turning crashes.
- Many signalized intersections experience a high proportion of rear-end crashes.
- Many signalized intersections with permissive left-turn phasing experience a high number of left-turn crashes.
- Many rural segments experience a high number of fixed object crashes caused by roadway departures.
- Urban segments tend to experience crashes related to intersections and/or driveways.



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**Top 50 SPIS Intersections and Segments
Clackamas County, Oregon**

**Figure
A - 1**

Countermeasures Toolbox

Countermeasures from the ODOT ARTS program were considered as potential treatments for the sites analyzed for this plan. These treatments may be applicable only to sites that exhibit contributing factors potentially mitigated by the specific countermeasures. For all sites, further engineering study, including reviewing the detailed crash report narratives can help confirm the appropriateness and feasibility of specific countermeasures for a given location.

A brief description of each countermeasure and the types of locations it’s proposed to be deployed at is shown below in Table 2. A full description of each countermeasure can be found in ODOT’s HSIP Countermeasures and Crash Reduction Factors document.

Table 2. Countermeasure Descriptions

Treatment	ODOT ARTS Countermeasure Number(s)	Applicable Locations	Crash Patterns Addressed	Crash Reduction Factor
Roundabout	H16-17	All Intersections	Severe Crashes	78-82%
Traffic Signal	H20-21	Unsignalized Intersections	Angle Crashes ¹	67-77%
Protected Left-Turn Phasing	I4-5	Signalized Intersections	Turning Crashes	99%
Left-Turn Lanes	H7-14	All Intersections	All	7-48%
Right-Turn Lanes	H2-3	All Intersections	All	14-26%
Improve Signal Visibility	I2	Signalized Intersections	All	13-36%
Advance Intersection Warning	I8-9, I12	All Intersections	All ²	13-36%
Shoulder Widening	RD20	Rural Roadway Segments	All	18%
Rumble Strips	RD16	Rural Roadway Segments	Severe Crashes	22%
Guardrail	H28	Rural Roadway Segments	Severe Run off the Road Crashes	47%
Curve Warning Signs	RD9	Rural Roadway Segments	Severe Crashes on Curves	13%

¹This countermeasure has a detrimental effect on the frequency of rear-end crashes

²The crash reduction factor for some forms of advance intersection warning, such as flashing beacons that are coordinated with the intersection’s signal, are applicable to rear-end crashes only. The factor for other forms, such as stop ahead pavement markings and signs, are applicable to all crashes.

Applying Countermeasures to Priority Locations

Countermeasures are identified for the top 50 high-crash sites based on their potential ability to address the crash patterns summarized in Table 1 and their applicability to the site’s land-use, traffic, and roadway characteristics. Table 3 summarizes the recommended countermeasures for each site.

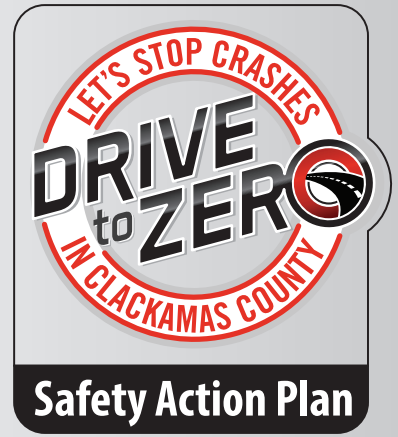
Table 3. Recommended Countermeasures

Location Number	Location Name	Project Description	Overlapping TSP Project IDs
1	Fuller Road / Johnson Creek Boulevard	Install pedestrian countdown timers, coordinated/adaptive signal timing, and dilemma zone protection system (ARTS), install reflectorized backplates	1020, 1031
2	Kelso Road / Orient Drive	Install advance intersection warning signs, advance “Stop Ahead” signs and intersection striping, and increase size of stop sign (ARTS)	3047,3050
3	Sunnyside Road / SE 101st Avenue	Add adaptive timing to traffic signals (5-Year CIP), install reflectorized backplates, add left-turn signal head	1045, 3027

4	Sunnyside Road / Stevens Road	Intersection improvements, such as additional turn lanes, turn lane extensions, and/or signal timing modifications, add adaptive timing to traffic signals (5-Year CIP), install reflectorized backplates	1045, 1132
5	Webster Road / Lake Road	Install reflectorized backplates, protected left-turn phasing, left-turn lanes	1076, 2025, 3019
6	Johnson Creek Boulevard / 80th Avenue	Study further to determine appropriate and feasible countermeasures	1027, 1028, 3016
7	Sunnyside Road / Clackamas Town Center	Add adaptive timing to traffic signals (5-Year CIP), re-evaluate intersection after implementation of project	2015
8	Sunnyside Road / 122nd Avenue	Add supplemental signal head for eastbound left turn on existing NE signal pole riser; add supplemental signal head for westbound left turn on existing SW signal pole riser; advance warning dilemma zone radar detection units will be installed for east and west approaches on NW and SE existing signal poles; add one eastbound through signal head on existing SE signal pole mast arm and rearrange existing heads over travel lanes (ARTS), Add adaptive timing to traffic signals (5-Year CIP), install reflectorized backplates	1045
9	King Road / 82nd Avenue	Install reflectorized backplates, install supplemental signal heads on signal poles, increase size of stop sign, properly place stop bar, and remove foliage for sight distance (ARTS), protected left-turn phasing	3010, 3017, 4004, 4089, 4047, 4046
10	King Road / Fuller Road	Restrict access to right-in/right-out only (5-Year CIP)	3010, 3017
11	Sunnyside Road / 93rd Avenue	Add adaptive timing to traffic signals (5-Year CIP), install reflectorized backplates	1045, 2015
12	Johnson Creek Boulevard / Bell Road	Install reflectorized backplates, protected left-turn phasing, advance intersection warning	1027, 1029, 2000, 3016
13	Sunnybrook Boulevard / Sunnyside Road	Add adaptive timing to traffic signals (5-Year CIP), install reflectorized backplates, advance intersection warning	1045
14	Fuller Road / Harmony Road	Install reflectorized backplates, advance intersection warning (5-Year CIP)	1022
15	82nd Drive from OR 212 to Greenhouse Square Access	Construct ITS improvements (5-Year CIP), Study further to determine appropriate and feasible countermeasures, including potential access management measures	1008, 3004, 4044
16	72nd Avenue / Luther Road	Study further to determine appropriate and feasible countermeasures	2000, 2001
17	82nd Drive from OR 212 to SE Adams Street	Construct ITS improvements (5-Year CIP), study further to determine appropriate and feasible countermeasures, including potential access management measures	1008, 3004, 4044
18	Ferguson Road / Redland Road	Install advance intersection warning signs with street name, advance "Stop Ahead" signs and intersection striping, increase size of stop sign, and install Double Arrow warning sign (ARTS), Perform road safety audit or transportation safety review to identify appropriate safety improvements (5-Year CIP)	3142
19	Howlett Road / VanCuren Road	Advance intersection warning	3045
20	Airport Road / Arndt Road	Install reflectorized backplates, protected left-turn phasing, advance intersection warning	
21	Oatfield Road / Jennings Avenue	Install supplemental signal heads and pedestrian countdown timers (ARTS), widen Jennings Avenue to 2-lane urban minor arterial standard with bikeway and pedestrian facilities infill (5-Year CIP), protected left-turn phasing	2021, 3065
22	Jennings Avenue / Addie Street	Perform road safety audit or transportation safety review to identify appropriate safety improvements (5-Year CIP)	-
23	Sunnyside Road from OR 213 to Discount Tires Access	Add bikeways, pedestrian facilities ways, dual northbound and southbound left-turn lanes, and lighting at OR 213 / Harmony Road (5-Year CIP), study further to determine appropriate and feasible countermeasures, including potential access management measures	2015, 3027, 4004, 4030, 4046, 4047

24	Bornstedt Road / Trubel Road	Study further to determine effectiveness of recently implemented all-way stop control	-
25	Miley Road / Airport Road	Install advance intersection warning signs with street name, advance "Stop Ahead" signs and intersection striping, increase size of stop sign, and install Double Arrow warning sign (ARTS), re-evaluate intersection after implementation of ARTS project and consider installing roundabout	1093, 3100, 3136
26	Bell Avenue / Overland Street	Re-evaluate intersection after implementation of curb widening and sidewalk implementation project	2000
27	Springwater Road / Harding Road	Install advance intersection warning signs with street name and advance "Stop Ahead" intersection warning signs and advance striping, and increase size of stop sign (ARTS)	3149
28	Central Point Road / New Era Road	Change in traffic control/intersection enhancements (5-Year CIP)	3112, 3138
29	Oatfield Road / Concord Road	Install supplemental signal heads and pedestrian countdown timers (ARTS), install protected left-turn phasing	1061, 1062, 1070
30	Eagle Creek Road / Currin Road	Install advance intersection warning signs with street name, advance "Stop Ahead" signs and intersection striping, and increase size of stop sign (ARTS), re-evaluate intersection after implementation of ARTS project and consider installing roundabout	1055, 2018, 3042
31	Left intentionally blank		
32	Compton Road / Orient Road	Install advance intersection warning signs with street name and advance "Stop Ahead" intersection warning signs and advance striping, and increase size of stop sign (ARTS), remove vertical curve near Orient Drive and relocate intersection; add paved shoulders. (5-Year CIP)	1052, 3050
33	362nd Drive from Skogan Road to 500 feet south of Skogan Road	Guardrail, rumble strips, and shoulder widening	2017, 3033
34	Webster Road / Strawberry Lane	Advance intersection warning	2025, 3074, 3078
35	Causey Avenue / 85th Avenue	Study further to determine appropriate and feasible countermeasures	1009, 1014, 3026
36	Grahams Ferry Road / Tooze Road	Study further to determine effectiveness of recently implemented signal	3084
37	Central Point Road from 200 feet south of S Criteser Road to 700 feet south of S Criteser Road	Install enhanced curve warning signs (ARTS), re-evaluate segment after implementation of ARTS project, consider installing rumble strips and widening shoulder	3112
38	Mulino Road from Central Point Road to 500 feet west of Central Point Road	Shoulder widening	2039, 3153
39	Risley Avenue / Oatfield Road	Left-turn lanes, signal	1070, 3065, 3069
40	Park Avenue / Oatfield Road	Study further to determine effectiveness of recently implemented signal	1070, 1071, 3065
41	Arndt Road / Barlow Road	Install advance intersection warning signs with street name and advance "Stop Ahead" intersection warning signs and advance striping, increase size of stop sign, and double arrow warning signs (ARTS), re-evaluate intersection after implementation of ARTS project and consider installing roundabout	2029, 2030, 3180
42	Childs Road / Stafford Road	Install advance intersection warning signs with street name and advance "Stop Ahead" intersection warning signs and advance striping, increase size of stop sign, and double arrow warning signs (ARTS), perform road safety audit or transportation safety review to identify appropriate safety improvement (5-Year CIP), re-evaluate intersection after implementation of ARTS project and consider installing roundabout	1088, 1089, 3083

43	92nd Avenue / Johnson Creek Boulevard	Install pedestrian countdown timers, coordinated/adaptive signal timing, and dilemma zone protection system (ARTS), install reflectorized backplates	1010, 1031
44	Hattan Road / Springwater Road	Install advance intersection warning signs with street name and advance "Stop Ahead" intersection warning signs and advance striping, and increase size of stop sign (ARTS), re-evaluate intersection after implementation of ARTS project and consider installing roundabout	1044
45	Johnson Creek Boulevard / Linwood Avenue	Add pedestrian facilities and bikeways in accordance with the Active Transportation Plan (5-Year CIP), protected left-turn phasing, advance intersection warning	1027, 1029
46	Canby-Marquam Highway / Lone Elder Road	Canby-Marquam RSA recommendation intersection improvements (5-Year CIP)	1099, 1177, 3128, 3177
47	Mountain Road from 750 feet north of Willamette River to 1,250 feet north of Willamette River	Install advance curve warning signs (ARTS), re-evaluate intersection after implementation of ARTS project and consider installing guardrail and widening shoulder	3090
48	362nd Drive from 500 feet south of Skogan Road to 1000 feet south of Skogan Road	Guardrail, rumble strips, shoulder widening	2017, 3033
49	Sunnyside Road / 105th Avenue	Add adaptive timing to traffic signals (5-Year CIP), add reflectorized backplates	1045
50	Stafford Road / Schatz Road	Install advance intersection warning signs with street name and advance "Stop Ahead" intersection warning signs and intersection striping, increase size of stop sign, install double arrow warning sign (ARTS), perform road safety audit or transportation safety review to identify appropriate safety improvements (5-Year CIP), realign intersection	2028, 3094



Part 2

Appendix B

Project Lists and Maps





Programmed Projects

Projects Programmed for Construction

Projects in the Five-Year CIP and ODOT's ARTS program are funded for construction by the year 2021. These projects are summarized in **Table B-1** and shown in **Figure B-1**

Table B1. Projects Programmed for Construction by 2021

Project Number ¹	Location	Project Description	Programmed Construction Year
ARTS Projects			
20335	OR-213 (82nd): MP 7.25 to MP 9.4	Install reflectorized backplates, install supplemental signal heads on signal poles, increase size of stop sign, properly place stop bar, and remove foliage for sight distance on OR-213 at Luther, Cornwell, Lindy, Johnson Creek, Overland, Lamphier, King, Boyer, Causey, Monterey, Sunnyside, Sunnyside/Harmony, and Sunnybrook.	2020
20335	OR-99E: MP 2.33 to MP 5.93	Install reflectorized backplates and supplemental signal heads at Milport, Holgate, 17th, Harold, Ochoco, 17th/Harrison, and Washington; Increase triangle sight distance at the intersection of OR-99E at Milport.	2020
20336	Sunnyside Rd: Valley View Ter to 132nd Ave	Install urban green bike lanes at conflict points, supplemental signal heads, and actuated advance warning dilemma zone protection system at Valley View Terrace, 117th, 119th, and 132nd.	2020
20339	OR-213: MP 11.96 to MP 16.1	Install illumination, reflectorized backplates, and advance warning flashing beacons at Macksburg. Increase size of stop sign, properly place stop bar, and install advance "Stop Ahead" striping legend at Cadillac, Macksburg, Vick, and OR-211.	2020
20339	OR-213: MP 5.73 to MP 7.96	Install illumination at S Spangler Rd; Install reflectorized backplates and supplemental signal heads at S Leland Rd; Install intersection warning signs and stop sign at S Carus Rd; Install "Stop Ahead" intersection striping at Carus and Spangler.	2020
20339	OR-99E: MP 10.75 to MP 12.19	Install reflectorized backplates and supplemental signal heads at Gloucester, W Arlington/River, Dunes Drive, I-205 northbound, 14th St, and 10th St; Install increased size of stop sign at 15th St.	2020
20339	OR-99E: MP 13.70 to MP 22.89	Install reflectorized backplates and supplemental signal heads at Territorial Rd, N Redwood St/S Sequoia Pkwy, NE 4th Av/ Pine St, Ivy St, Grant St, SW Berg Pkwy, and SW Barlow Rd; Install increased size of stop sign, properly placed stop bar, and advance "Stop Ahead" intersection striping at Paquet St and South End Rd.	2020
20339	OR-99E: MP 7.41 to MP 9.8	Install illumination at SE Maple St; Install reflectorized backplates and supplemental signal heads at SE Courtney Av, SE Oak Grove Blvd, SE Concord Rd, and SE Jennings Ave; Install advance intersection warning signs and properly placed stop bars at SE Maple St and SE Risley Ave.	2020

Drive to Zero Safety Action Plan

Project Number ¹	Location	Project Description	Programmed Construction Year
20339	OR-224: MP 0.68 to MP 5.36	Replace urban permissive or protected/permissive left turns to protected only at Oak St; Increase triangle sight distance and removal of trees at 98th Ave; Install reflectorized back plates and supplemental signal heads at Monroe St, Oak St, Harrison St, Edison/International Way, Freeman Way, Webster Rd/Lake Rd, Johnson Rd, 82nd Ave southbound off Ramp, I-205 northbound off ramp, and 82nd Dr.	2020
20336	Sunnybrook Blvd: Oak Bluff Blvd to 97th Ave	Install supplemental signal heads, coordinated or adaptive signal timing, and actuated advance warning dilemma zone at Oak Bluff, 93rd Ave, I-205 southbound, I-205 northbound, and 97th.	2020
20336	Oatfield Rd: Oak Grove Blvd to Jennings Ave	Install supplemental signal heads and pedestrian countdown timers at Oatfield and Oak Grove, Concord, Thiessen, Roethe, and Jennings. Replace doghouses at Roethe with flashing yellow arrow.	2020
20336	Johnson Creek Blvd: Fuller Rd to 92nd Ave	Install pedestrian countdown timers, coordinated/adaptive signal timing, and dilemma zone protection system at Johnson Creek Blvd and Fuller Rd, I-205 southbound ramp, I-205 northbound ramp, and 92nd Ave.	2020
20336	SE Sunnyside Rd at SE 122nd Ave	Add green conflict markings in bike lane, east of the intersection at entrance to strip mall, in area of dropped through lane; Add merge arrows to drop lane; Relocate lane drop sign; Add supplemental signal head for eastbound left turn on existing NE signal pole riser; Add supplemental signal head for westbound left turn on existing SW signal pole riser; Advance warning dilemma zone radar detection units will be installed for east and west approaches on NW and SE existing signal poles; Add one eastbound through signal head on existing SE signal pole mast arm and rearrange existing heads over travel lanes.	2020
20337	OR 213 @ Toliver and OR 211 @ Ona Way.	Install illumination, advance intersection warning signs with street names, transverse rumble strips on approaches, and increase triangle sight distances at the intersections of OR-213 at Toliver, and OR-211 at Ona Way.	2020
20398	Rural Corridor A: 11 intersections	Install advance intersection warning signs with street name and advance "Stop Ahead" intersection warning signs and intersection striping, increase size of stop sign, install double arrow warning sign at "T" intersections at intersections: Grahams Ferry at Tooze, Hoffman at Petes Mtn, Stafford at Homesteader, Stafford at 65th, Stafford at Schatz, Stafford at Newland, Stafford at Mountain, Stafford at Johnson, Stafford at Childs, and Airport at Miley.	2019
20398	Rural Corridor D: 22 intersections	Install advance intersection warning signs with street name, advance "Stop Ahead" signs and intersection striping, increase size of stop signs, and install Double Arrow warning sign at "T" intersections at intersections: Bakers Ferry at Harding, Fischers Mill at Hattan, Fischers Mill at Deininger, Fischers Hill at Mattoon, Gronlund at Hattan, Maple Lane at Ferguson, Redland at Springwater, Redland at Ridge, Redland at Hinkle, Redland at Henrici, Redland at Fischers Mill, Redland at Fieldstone, Redland at Bradley, Redland at Ferguson, Redland at Holly, Springwater at Clackamas River, Springwater at Hattan, Springwater at Bakers, Springwater at Strowbridge, Springwater at Hayden and Springwater at Metzler Park.	2019



Project Number ¹	Location	Project Description	Programmed Construction Year
20398	Rural Corridor E: 14 intersections	Install advance intersection warning signs, advance "Stop Ahead" signs and intersection striping, increase stop sign size, and install double arrow warning signs at "T" intersections at the intersections of Amisigger at Judd, Eagle Creek at Currin, Eagle Creek at Duus, Eagle Creek at River Mill, Firwood at Bornstedt, Kelso at Amisigger, Kelso at Richey, Kelso at Tickle Creek, Kelso at 312th, Kelso at Orient, Orient at Bobby Bruce, Orient at Compton, Orient at Revenue, and Wildcat Mountain at Eagle Fern.	2019
20398	Rural Corridor C: 16 intersections	Install advance intersection warning signs with street names, advance "Stop Ahead" intersection warning signs, increase size of stop sign, advance "Stop Ahead" striping legend, and double arrow warning sign at "T" intersections at Beaver Creek at Windy City/Unger, Beaver Creek at Upper Highland, Beaver Creek at Larkin, Beaver Creek at Lower Highland, Beaver Creek at Carus, Beaver Creek at Ferguson, Beaver Creek at Kamrath/Leland, Central Point at Mulino, Central Point at Township, Central Point at Carus, Central Point at New Era, Henrici at Ferguson, Kamrath at Carus, Leland at Leslie, Leland at New Era, and Union Mills at Windy City/Marshall. Install Flashing Beacons at minor road stop and transverse rumble strips on approaches at Intersection of Central Point at New Era Rd.	2019
20398	Rural Corridor B: 18 intersections	Install advance intersection warning signs, advance "Stop Ahead" intersection warning signs, increase size of stop sign, advance "Stop Ahead" intersection striping legend, and double arrow warning signs at "T" intersections at the intersections of Barlow at Arndt, Knights Bridge, Lone Elder, Barnards/Whiskey Hill, Meridian, Elisha, and Dryland; Canby-Marquam Hwy at Barnards, Heinz, Gribble, Macksburg, and Lone Elder; Dryland at Heinz, Macksburg, and Harms; and Meridian at Whiskey Hill, Sconce, and Elliott Prairie.	2019
20398	Clackamas County Curve Warning Signs: 8 roads	Install enhanced curve warning signs on Bakers Ferry Rd: MP 0 - MP 3.98, Clackamas River Dr: MP 0 - MP 5.51, Eaden Rd: MP 0 - MP 4.17, Fischers Mill Rd: MP 0 - MP 3.95, Gronlund Rd: MP 0 - MP 1.12, Hattan Rd: MP 0 - MP 3.32, Maplelane Rd: MP 0 - MP 2.67, and Redland Rd: MP 0 - MP 12.17.	2019
20398	Clackamas County Curve Warning Signs: 7 roads	Install enhanced curve warning signs on Amisigger Rd: MP 0 - MP 2.41, Barlow Trail Rd: MP 0 - MP 6.73, Eagle Creek Rd: MP 0 - MP 3.99, Firwood Rd: MP 0 - MP 3.31, Lolo Pass Rd: MP 0 - MP 4.23, Orient Dr: MP 0.60 - MP 4.46, and Ten Eyck Rd: MP 0.00 - MP 3.48.	2019
20398	Clackamas County Curve Warning Signs: 5 roads	Install enhanced curve warning signs on Advance Rd: MP 0 - MP 2.63, Hoffman Rd: MP 0 - MP 0.78, Mountain Rd: MP 0 - MP 4.43, Schaeffer Rd: MP 0 - MP 2.13, and Stafford Rd: MP 0 - MP 6.54.	2019
20398	Clackamas County Curve Warning Signs: 3 roads	Install enhanced curve warning signs on Central Point Rd: MP 0 - MP 6.22, Henrici Rd: MP 0 - MP 5.77, and Kamrath Rd: MP 0 - MP 1.63.	2019
20398	Clackamas County Curve Warning Signs: 3 roads (4 segments)	Install enhanced curve warning signs on Barlow Rd: MP 0 - MP 11.21, Dryland Rd: MP 0.53 - MP 7.56, and Meridian Rd: MP 0 - MP 9.58.	2019

Drive to Zero Safety Action Plan

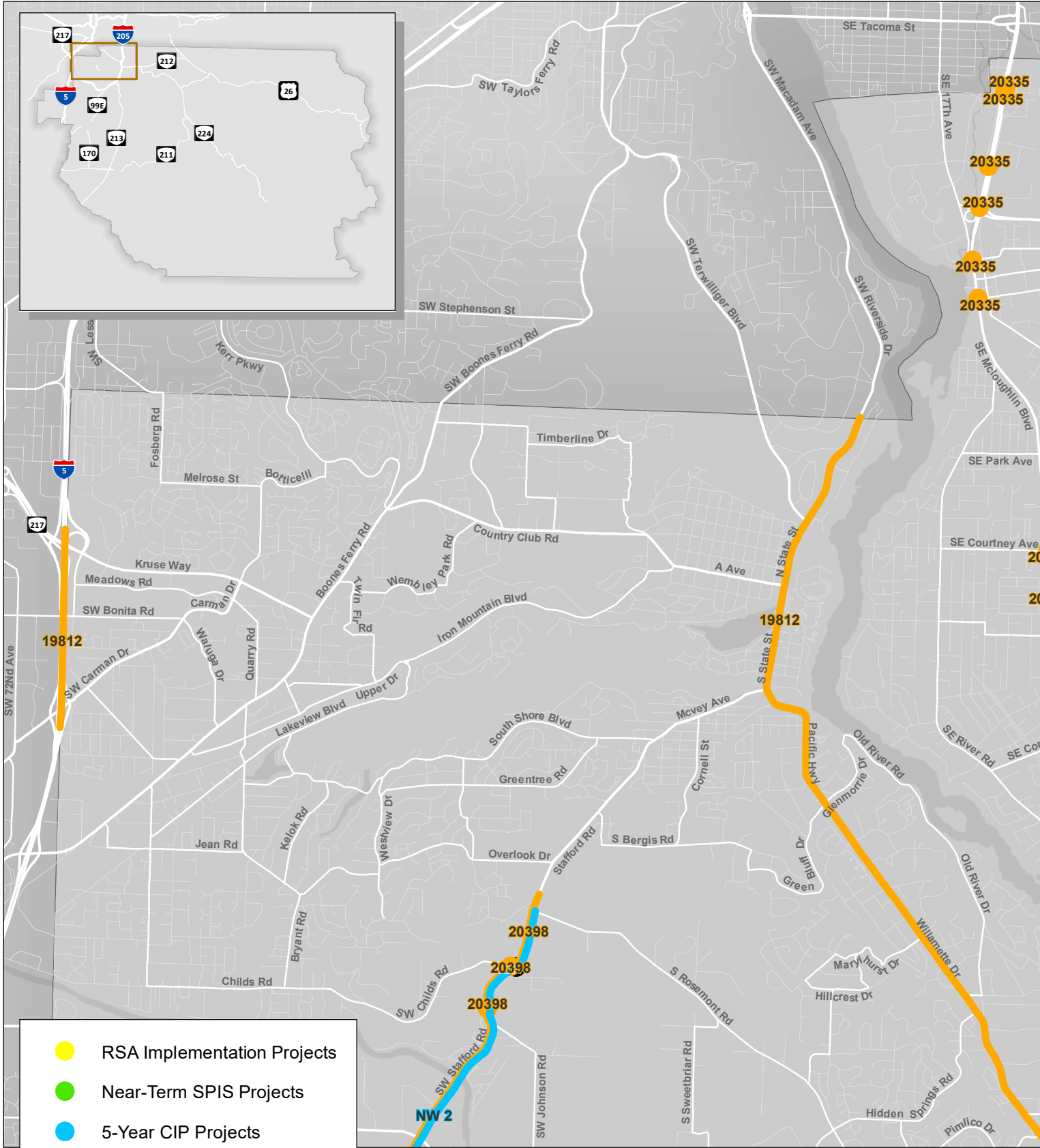
Project Number ¹	Location	Project Description	Programmed Construction Year
20398	Springwater Rd at Harding Rd	Install "Stop Ahead" signs and pavement markings on Springwater Rd on the eastbound approach to Harding Rd intersection; "Stop Ahead" sign should have "Harding Rd" rider; Install stop signs and stop bars on Springwater Rd at intersection with Harding Rd; Install "Stop Ahead" signs and pavement markings on Springwater Rd on the westbound approach to Eaden Rd intersection; Install solar powered red flashing beacons on new stop signs and yellow beacons on new "Stop Ahead" signs on Springwater Rd.	2019
19812	OR-211: MP 17.79 to MP 19.78	Install properly placed stop bars, larger stop signs, advance "Stop Ahead" intersection warning signs at S Grimm Rd and S Dhooghe Rd.	2019
19812	OR-211: MP 1.55 to MP 5.39	Install advance intersection warning signs with street name, advance "Stop Ahead" intersection warning signs, and increase size of stop sign for the intersection of OR-211 at Judd. Increase size of stop sign for the intersection of OR-211 at Bornstedt.	2019
19812	Region 1 Curve Warning Signs (Multiple Locations)	Install enhanced curve warning signs on OR-8, US-26, OR-219, US-30, OR-10, OR-99W, I-5, OR-43, OR-141, and OR-210. Project includes 106 curves, 148 ramps, and 25 frontages.	2019
20339	OR 211 at Dubarko	Install illumination at the intersection of OR-211 and Dubarko.	2020
20414	SE Jennings Avenue at SE Addie road	Install a 75 foot long median traffic separator with candlesticks on Jennings Avenue starting 25 feet east of Addie road. Avoid blocking driveway on the north side of east leg. Install a 75 foot long median traffic separator with candlesticks on Jennings 25 feet west of Addie Road; and restripe Jennings Avenue for the length of the median barriers.	2020
20478	DESIGN ONLY - OR213 AT MP 15.71 (TOLIVER RD)	Design only for a roundabout at intersection of OR-213 and Toliver road.	N/A
Five-Year CIP Projects			
CRC 10	Sunnyside Road from 8600 block to 122nd Avenue	Deploy Adaptive Signal Control Technology (smarter signals) along Sunnyside Road from 8600 block to 122nd Avenue.	FY 2018
CRC 7	In the area between Sunnyside Rd, Sunnybrook Blvd, Fuller Rd and Stevens Rd	33 discrete or interconnected projects that improve safety and operations of motor vehicle, transit, freight, and pedestrian and bicycle facilities.	FY 2019
CRC 4	Boyer Extension from 82nd to Fuller	Construct 2-lane roadway with turn lanes at OR 213 and Fuller Road, bikeways and pedestrian facilities; install flashing yellow arrow for left turns on northbound and southbound approaches at OR 213 intersection; right-in right-out at Fuller/King; Fuller Rd from King to Monroe: sidewalk and drainage improvements.	FY 2018
CRC 8	Clackamas Industrial Area to Wilsonville	Construct ITS improvements in the following freight corridors/employment areas: 1) OR 224 (Milwaukie Expressway); 2) OR 212 / 224 Clackamas Highway; 3) 82nd Drive between the Gladstone Interchange and OR 213 (82nd Avenue); 4) The City of Wilsonville; and 5) Other areas identified in the planning process.	FY 2020
SW 8	Redland Road from Abernethy to Henrici	Perform road safety audit to identify appropriate safety improvements.	FY 2018

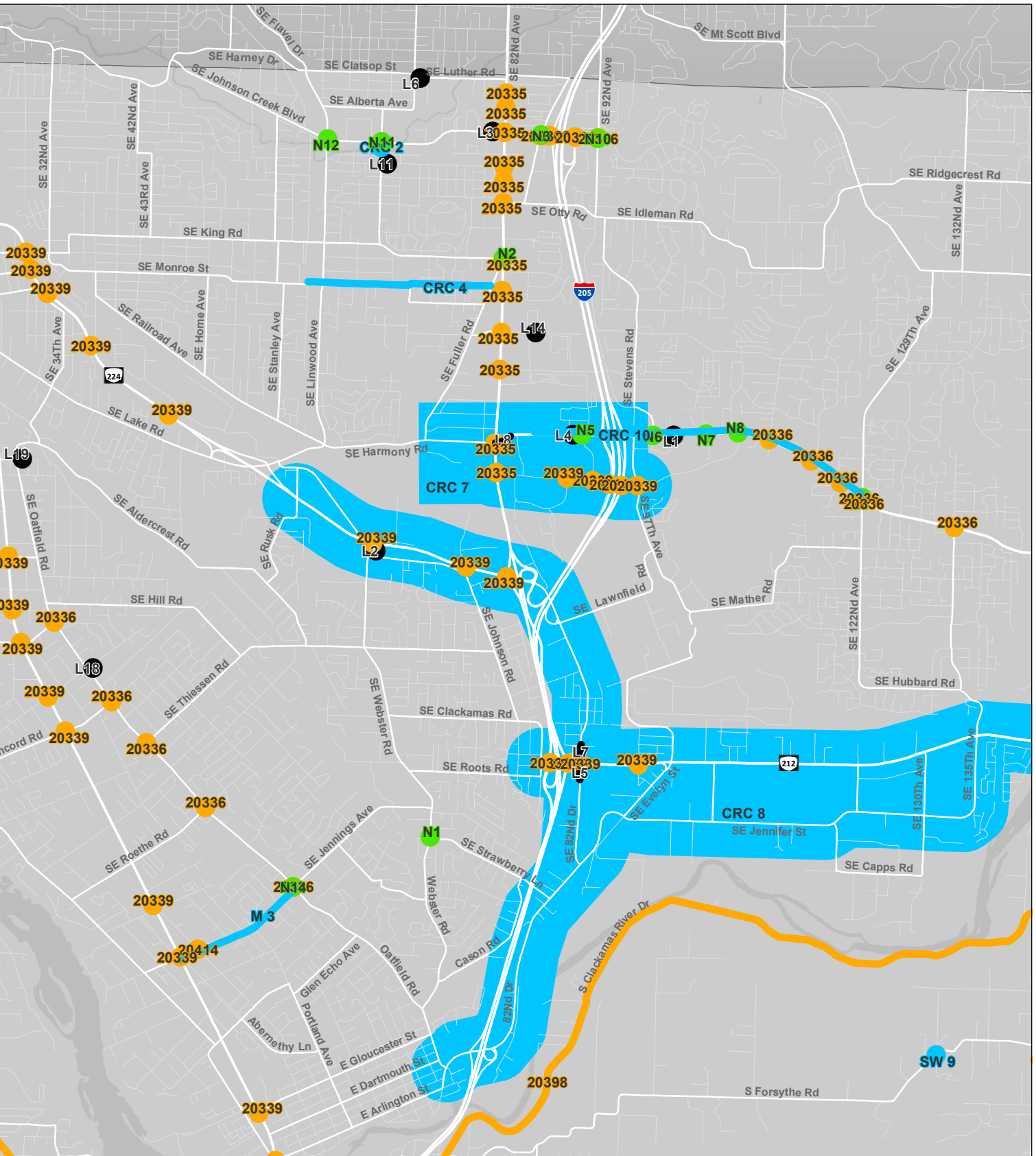


Project Number ¹	Location	Project Description	Programmed Construction Year
M 3	Jennings Avenue from McLoughlin Blvd to Oatfield	Construct curb-tight sidewalk on the north side of Jennings Ave and bike lanes on both sides. Widening the roadway to accommodate bike lanes and sidewalk will require general excavation, rock excavation and new water quality and detention facilities, including new storm water collection infrastructure, removal and construction of a retaining wall and replacement of a guardrail.	FY 2020
SW 6	Central Point / New Era	Changes in traffic control/intersection enhancements.	FY 2018
East 2	Orient / Compton	Convert to all-way stop control.	FY 2018
NW 2	Stafford Road from Boeckman to Rosemont	Implement RSA recommendations along corridor.	FY 2018
CRC 2	Linwood Avenue from Johnson Creek Boulevard to Monroe Street	Improve to minor arterial standards; add sidewalks, bicycle lanes and stormwater control.	FY 2021
SW 3	Canby Marquam Highway from 13th to Highway 211	Intersection improvements at Lone Elder, Macksburg and Gribble, and other corridor work.	FY 2018
NW 3	Canby Ferry	Extend fiber optic cable from the existing County fiber from Advance Road to Ferry signals, add up to two pan-tilt-zoom CCTV cameras to view the ferry and have images posted on the County's Travel Information website; upgrade ferry notification signs to display green "OPEN" and red "CLOSED" and enhance the bank on the north side roadway approach by removal of hazard trees and bank stabilization.	FY 2019
SW 5	Union Mills Road at Hwy 213	Intersection with Hwy 213—add turn lane for logging trucks.	FY 2019
CRC 11	HWY 224 @ Springwater—Temporary Signal	Install a temporary traffic signal at the intersection of Highway 224 and Springwater Road.	FY 2018
CRC 12	SE 242nd Ave and SE 222nd Dr RSA Implementation	Implement RSA recommendations.	FY 2018
CRC 13	242nd / Borges Realignment	Realign/regrade intersection of SE 242nd & SE Borges Road.	FY 2019
NW 1	Edminston Rd / Wilsonville Rd	Convert to all-way stop control.	FY 2018
SW 7	Beavercreek from OC Limits to Ferguson	Finish RSA implementation work, primarily shoulder work.	FY 2018
SW 9	Victory Blvd and Forsythe Rd	Intersection realignment.	FY 2018

¹For ease of reference project numbers from the original source are retained in this plan.

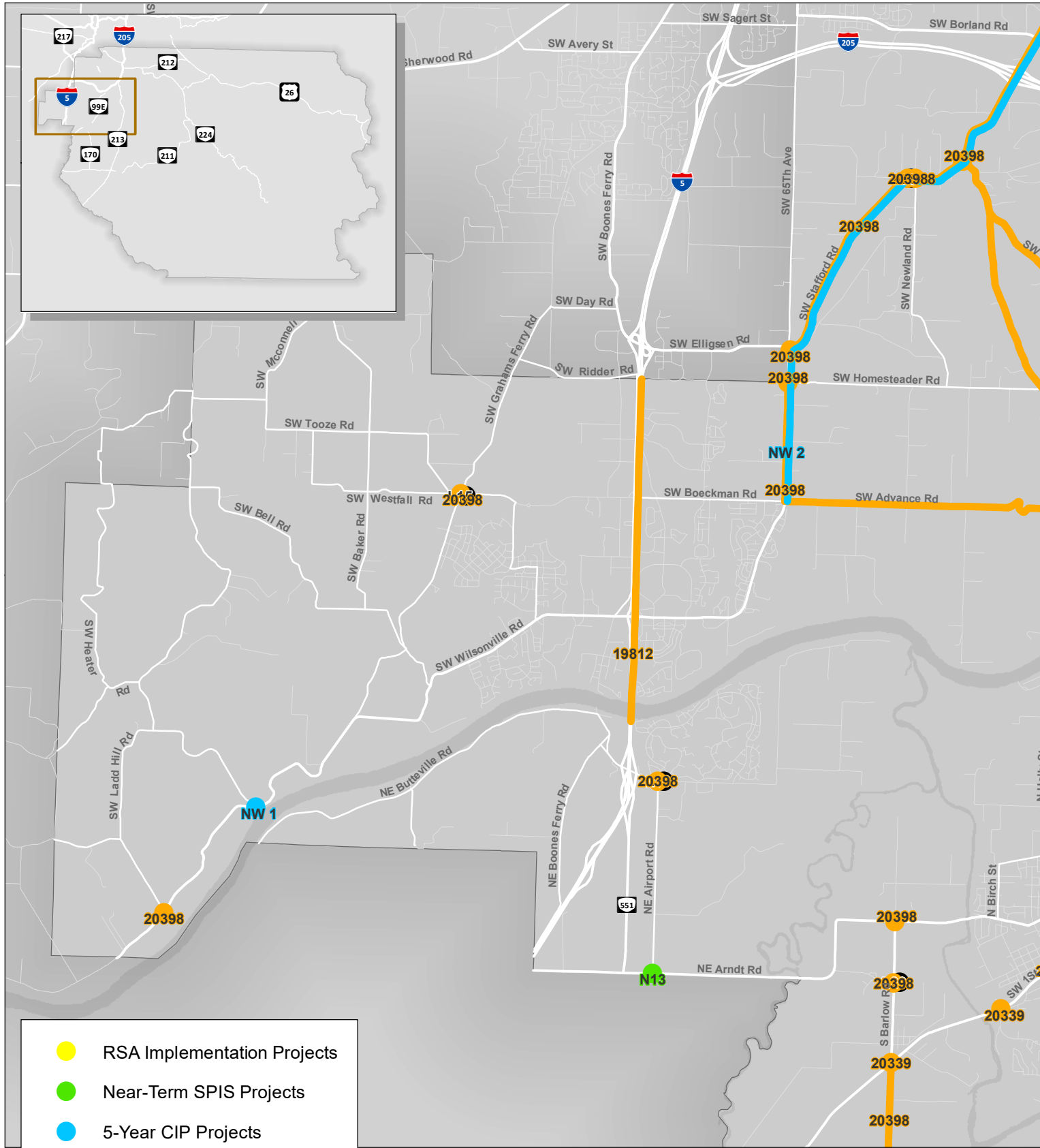
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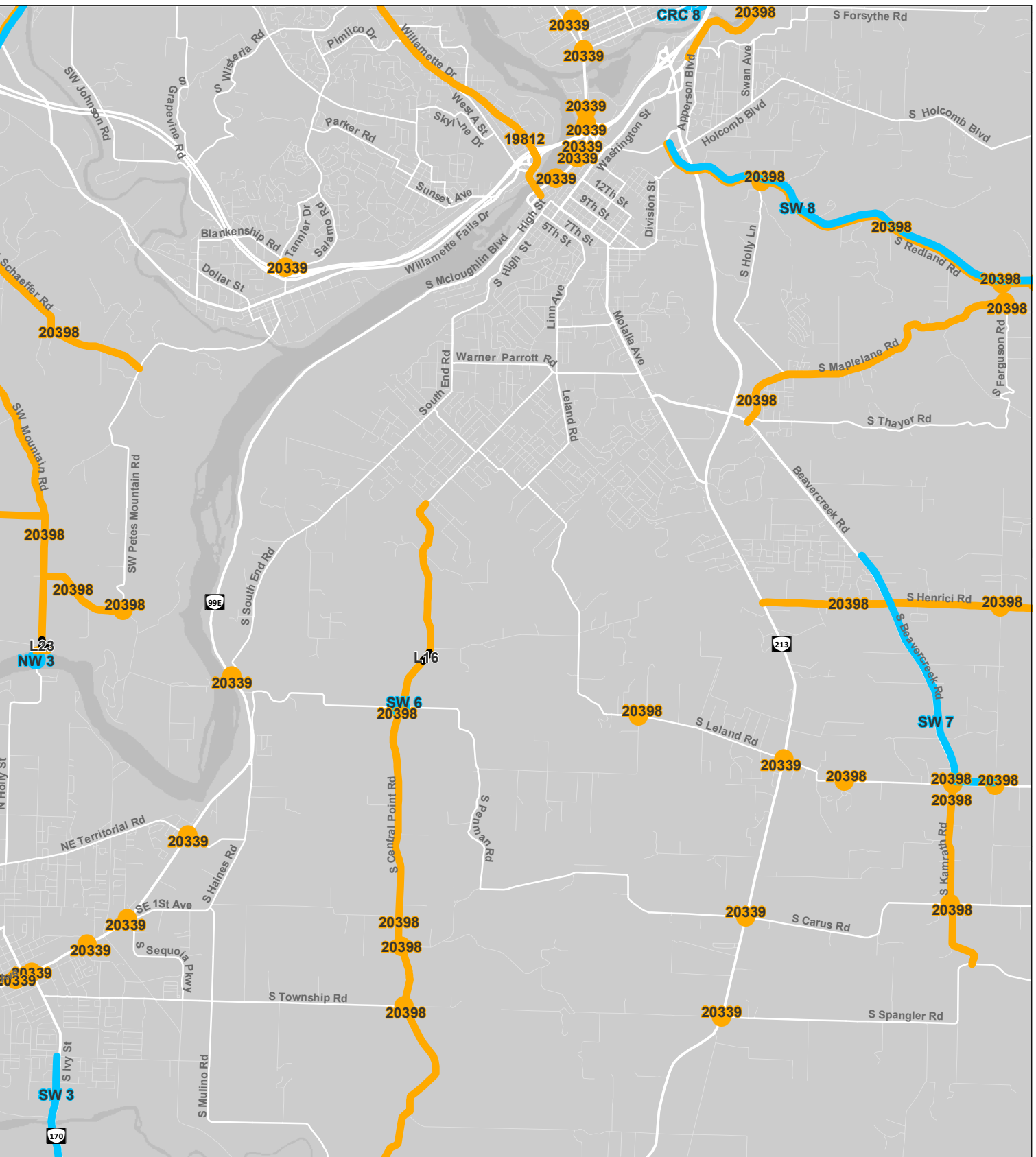
**Programmed and Planned Safety Projects
Clackamas County, Oregon**

**Figure
B-1A**



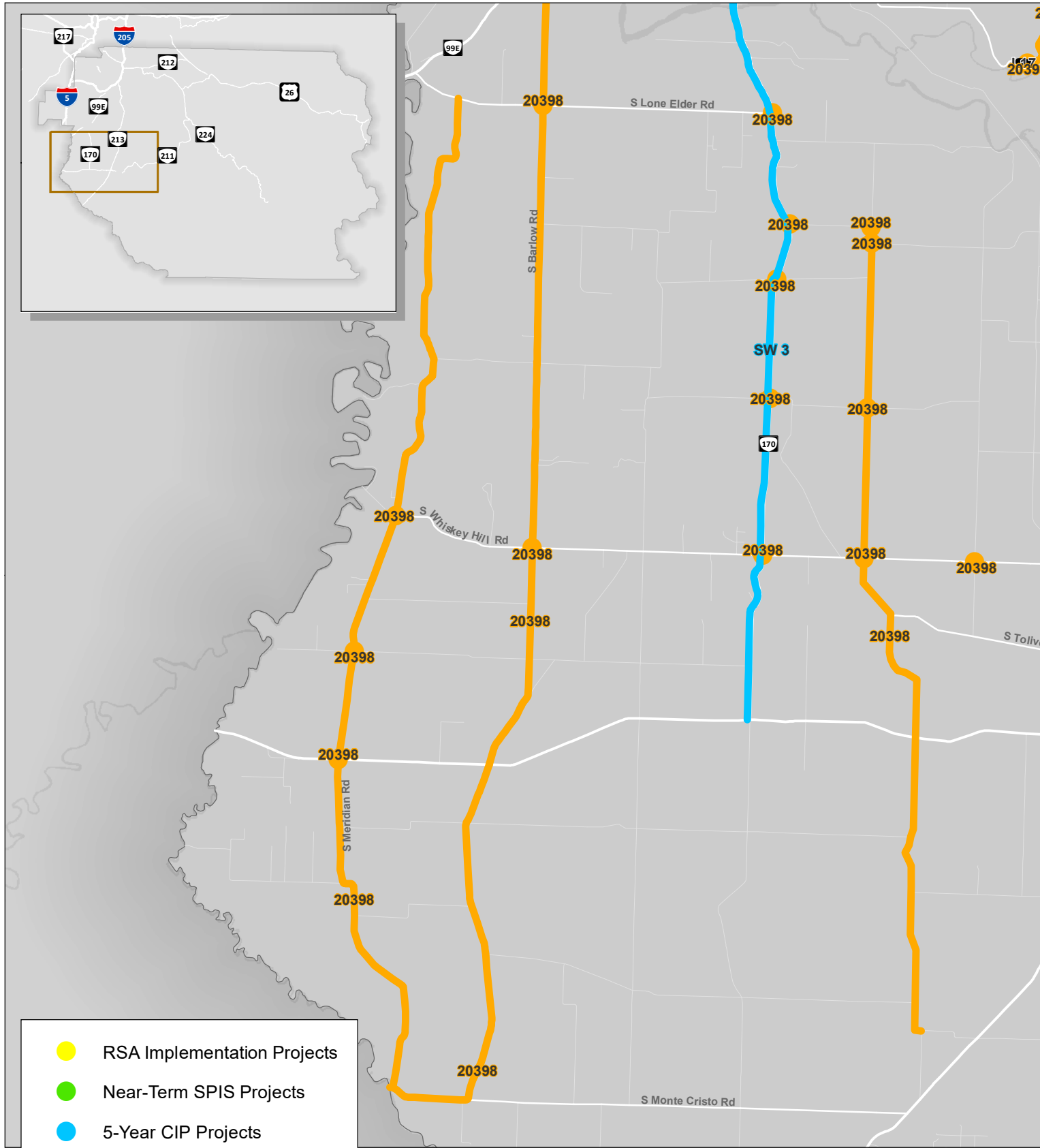
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- Near-Term SPIS Projects
- 5-Year CIP Projects
- ODOT ARTS Projects
- Long-Term SPIS Projects

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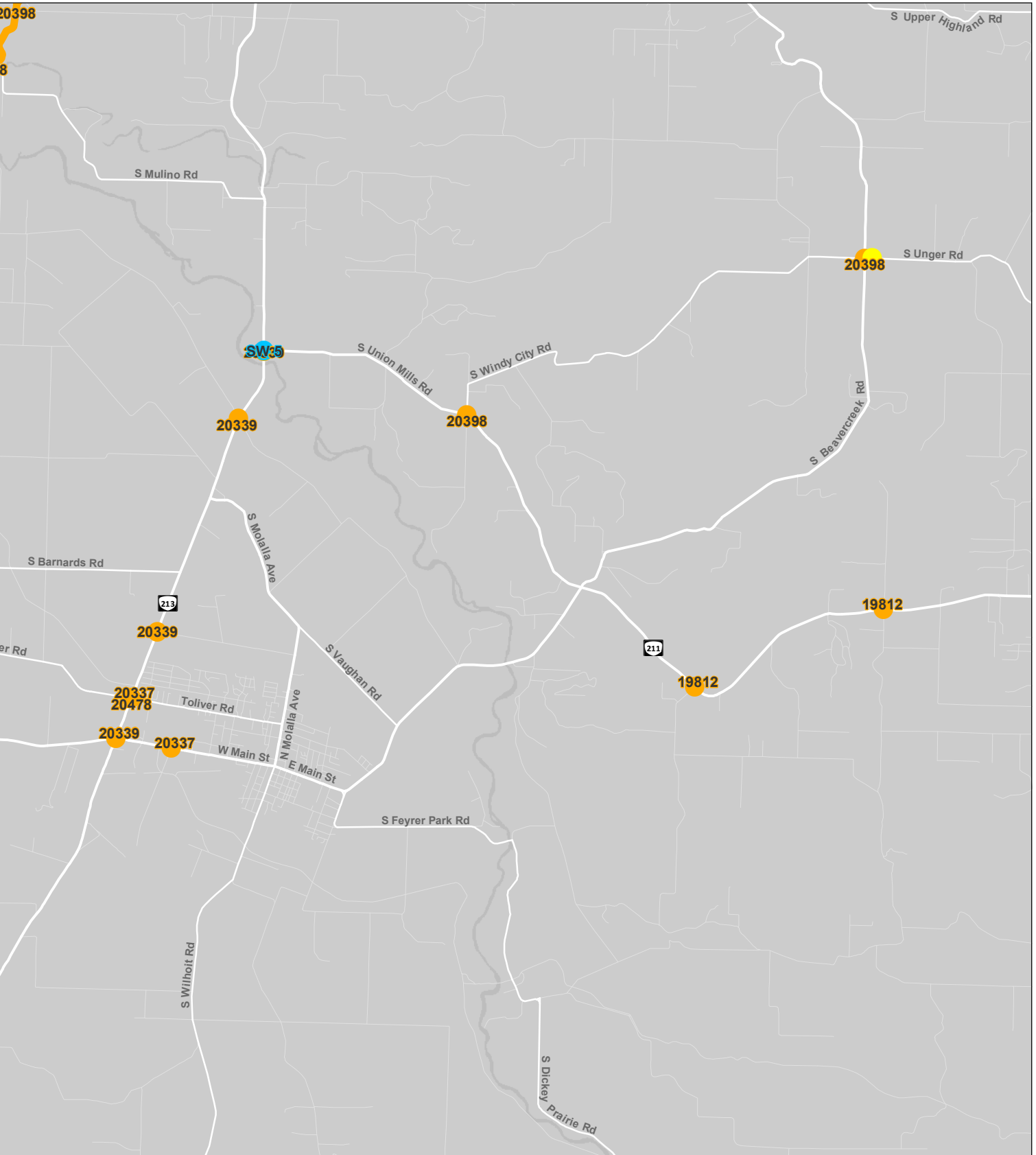
**Programmed and Planned Safety Projects
Clackamas County, Oregon**

**Figure
B-1B**



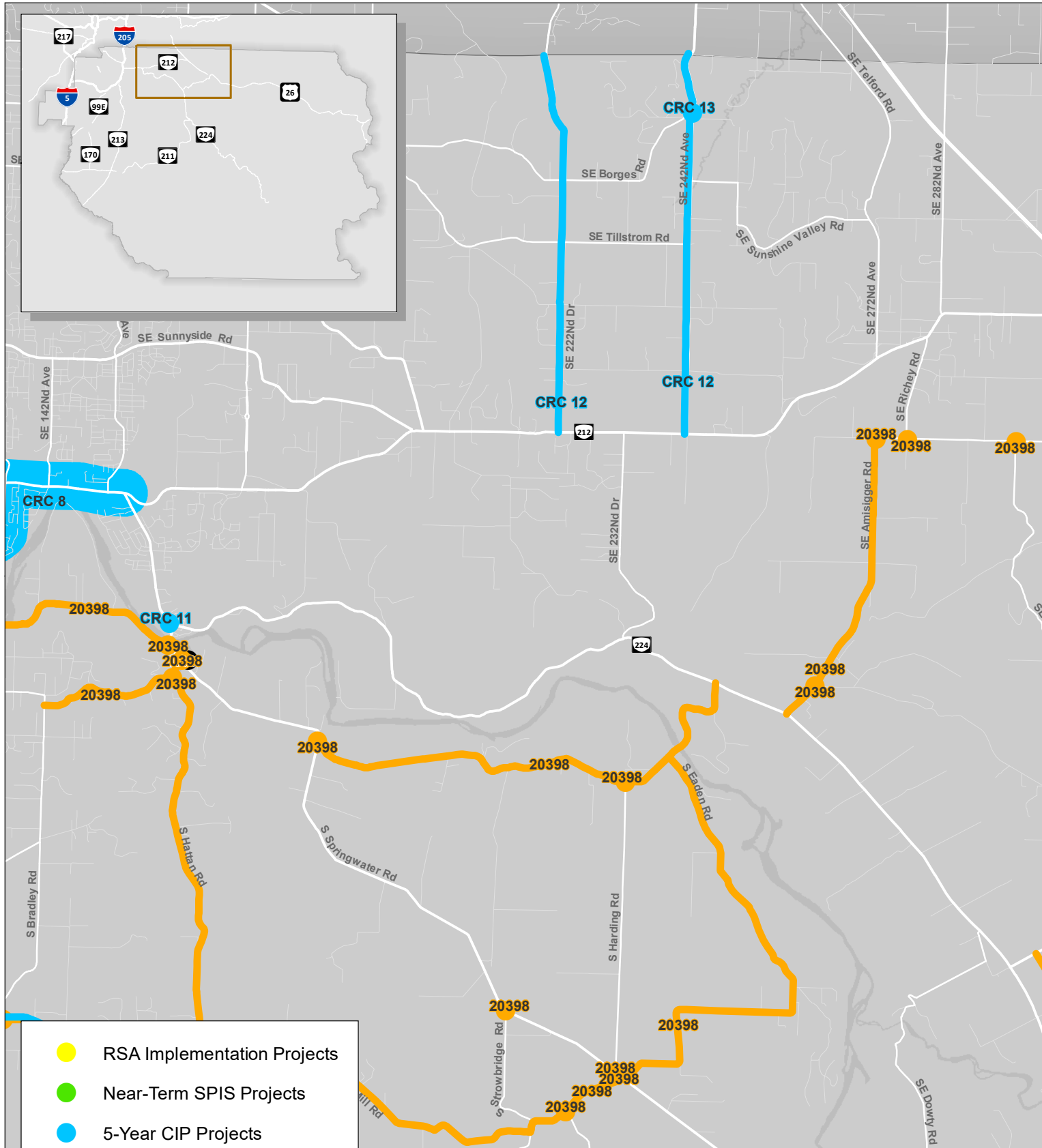
- RSA Implementation Projects
- Near-Term SPIS Projects
- 5-Year CIP Projects
- ODOT ARTS Projects
- Long-Term SPIS Projects

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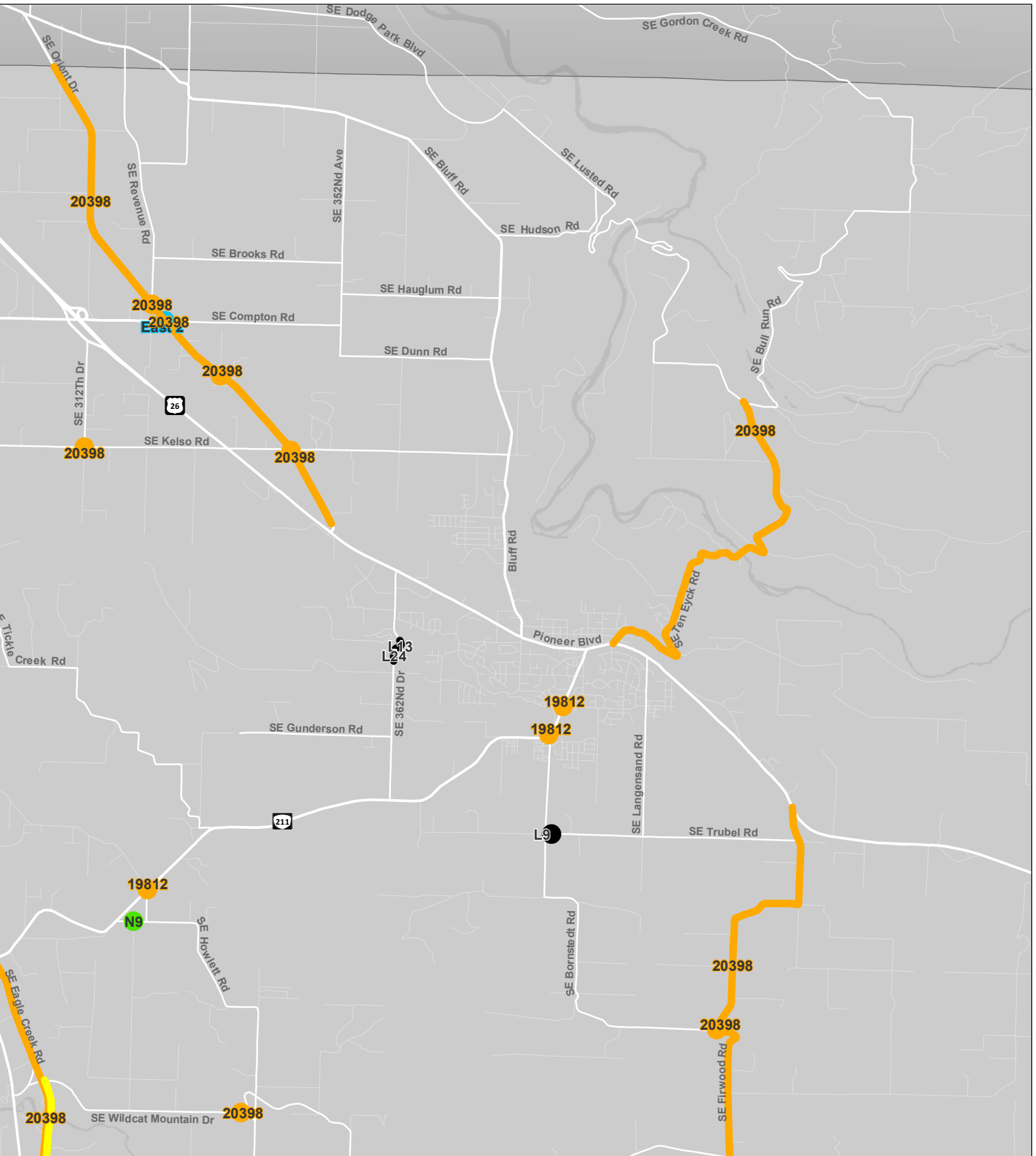
**Programmed and Planned Safety Projects
Clackamas County, Oregon**

**Figure
B-1C**



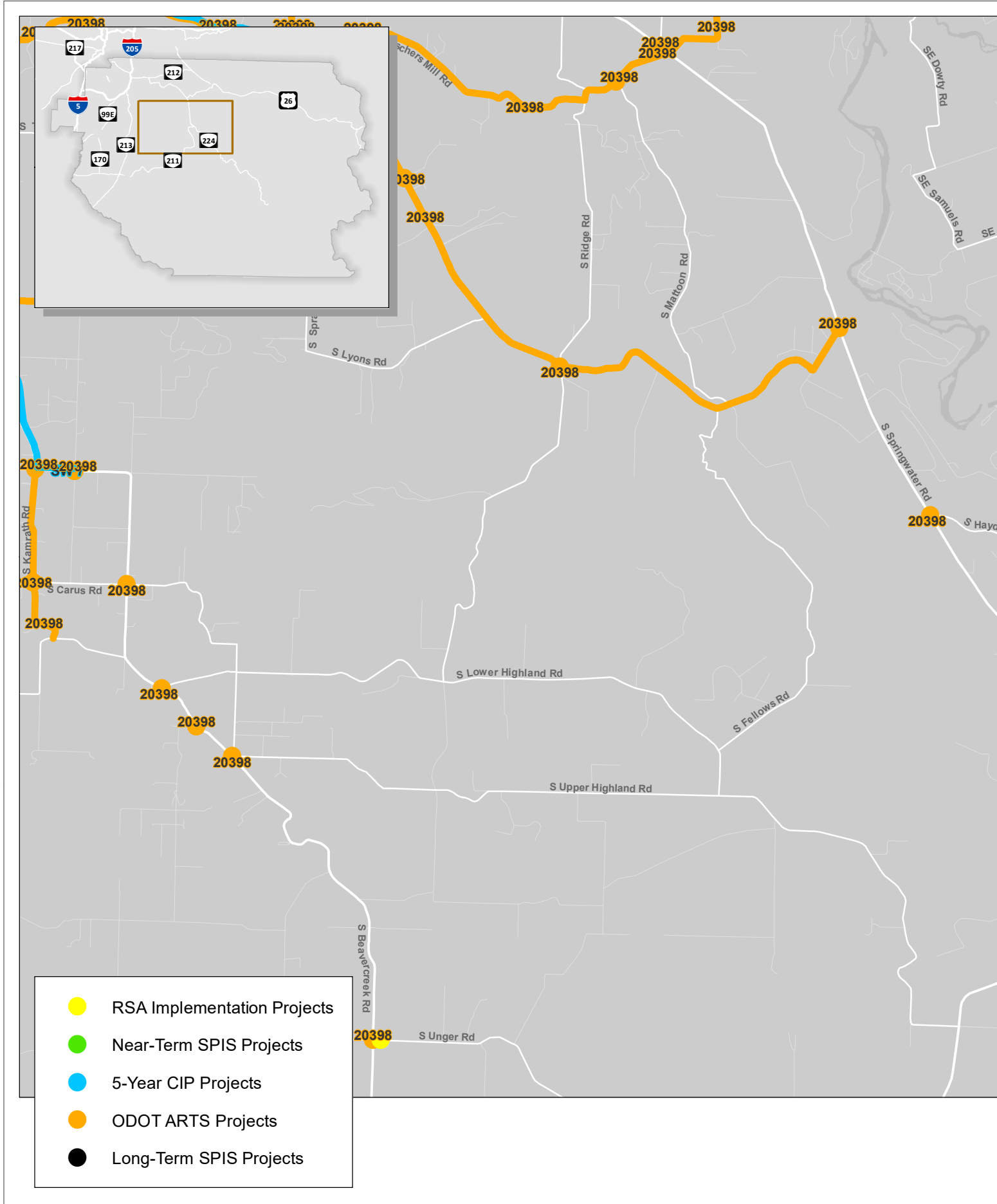
- RSA Implementation Projects
- Near-Term SPIS Projects
- 5-Year CIP Projects
- ODOT ARTS Projects
- Long-Term SPIS Projects

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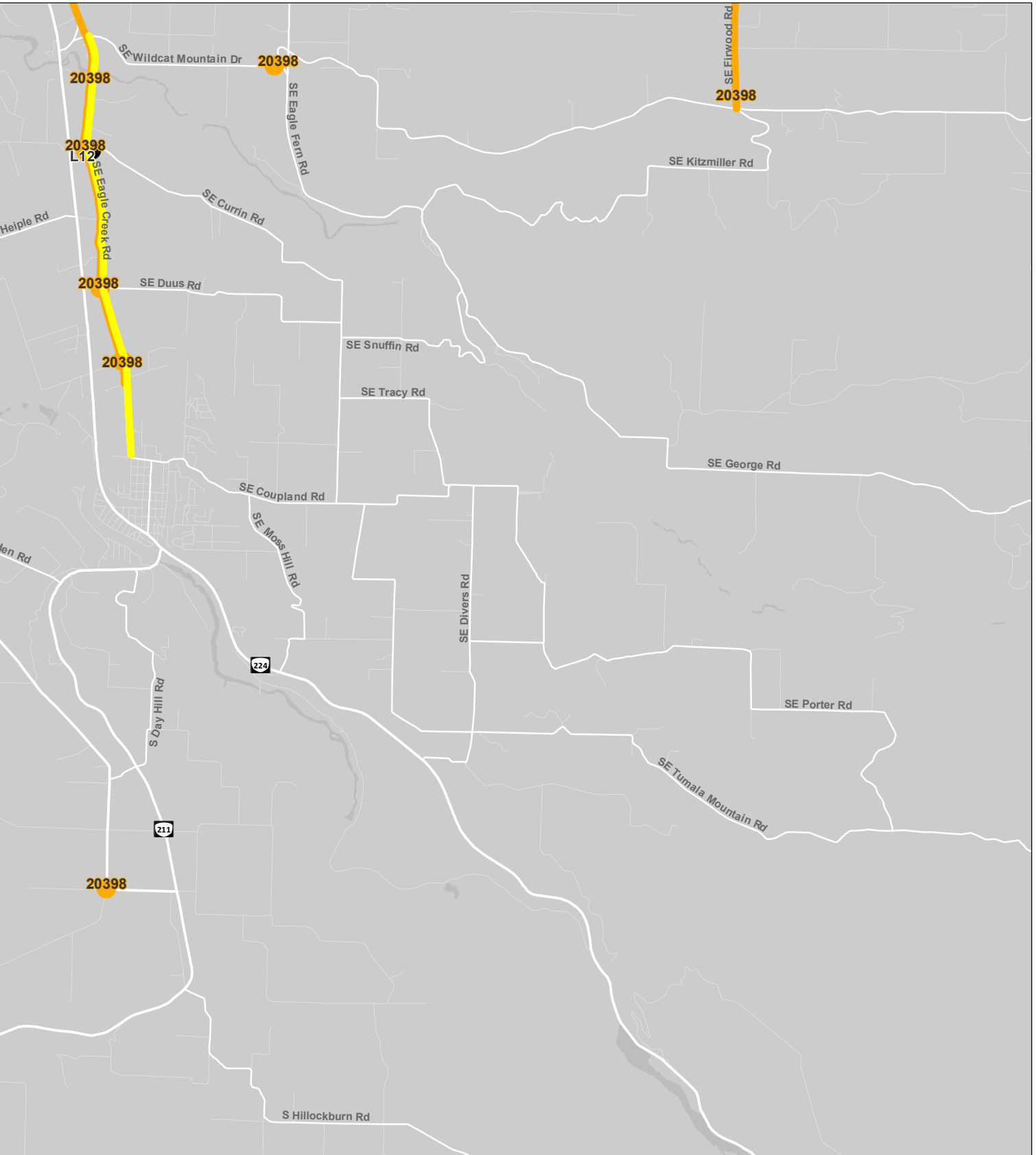


**Programmed and Planned Safety Projects
Clackamas County, Oregon**

**Figure
B-1D**

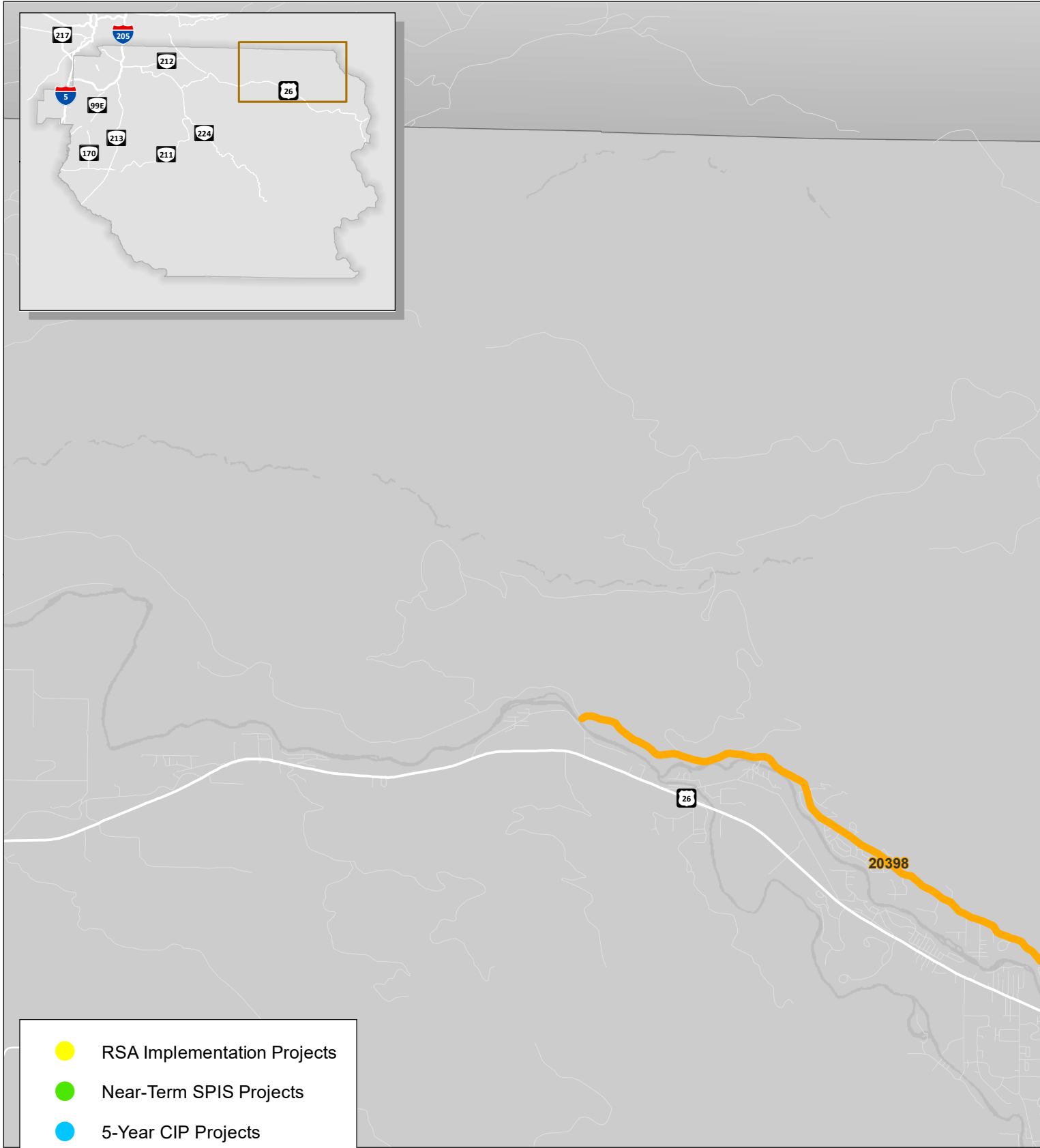


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**Programmed and Planned Safety Projects
Clackamas County, Oregon**

**Figure
B-1E**



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- RSA Implementation Projects
- Near-Term SPIS Projects
- 5-Year CIP Projects
- ODOT ARTS Projects
- Long-Term SPIS Projects



**Programmed and Planned Safety Projects
Clackamas County, Oregon**

Figure
B-1F

Projects to be Programmed

Table B-2 summarizes safety-focused projects that still need to be programmed for construction that are not already in the 20-Year CIP (i.e., projects identified at the Top 50 SPIS locations and projects identified by completed RSAs). These projects are shown in **Figure B-1**. The table also includes B/C ratios for potential near-term (i.e., low-cost) projects at the top 50 SPIS sites. Cost estimates are readily available for these projects from ODOT. However, cost estimates for the long-term projects will need to be individually prepared to calculate B/C ratios for these projects. Once this is complete, the County will prioritize these projects for implementation. The table also cross-references overlapping projects found in **Table B-1**.

Table B-2. Location-Specific Projects to be Programmed

Project Number	Location	Project Description	Other Projects at Location	B/C Ratio
Near-Term Projects at SPIS High-Crash Locations				
N1	Webster Road / Strawberry Lane	Advance intersection warning.	-	321.7
N2	King Road / 82nd Avenue	Protected left-turn phasing.	20335	131.9
N3	Fuller Road / Johnson Creek Boulevard	Install reflectorized backplates.	20336	118.8
N4	Sunnyside Road / 122nd Avenue	Install reflectorized backplates.	20336, CRC 10	48.6
N5	Sunnyside Road / 93rd Avenue	Install reflectorized backplates.	CRC 10	42.6
N6	Sunnyside Road / Stevens Road	Install reflectorized backplates.	CRC 7	36.7
N7	Sunnyside Road / 105th Avenue	Add reflectorized backplates.	-	32.8
N8	Sunnybrook Boulevard / Sunnyside Road	Install reflectorized backplates, advance intersection warning.	CRC 10	30.7
N9	Howlett Road / Van Curen Road	Advance intersection warning.	-	29.5
N10	92nd Avenue / Johnson Creek Boulevard	Install reflectorized backplates.	20336	24.0
N11	Johnson Creek Boulevard / Bell Avenue	Install reflectorized backplates, protected left-turn phasing, advance intersection warning.	-	16.3
N12	Johnson Creek Boulevard / Linwood Avenue	Protected left-turn phasing, advance intersection warning.	CRC 2	11.3
N13	Airport Road / Arndt Road	Install reflectorized backplates, protected left-turn phasing, advance intersection warning.	-	9.6
N14	Oatfield Road / Jennings Avenue	Protected left-turn phasing.	20336, M 3	2.0



Project Number	Location	Project Description	Other Projects at Location	B/C Ratio
Long-Term Projects at SPIS High-Crash Locations				
L1	Sunnyside Road / SE 101st Street	Install reflectorized backplates, add left-turn signal head.	CRC 10	TBD
L2	Webster Road / Lake Road	Install reflectorized backplates, protected left-turn phasing, left-turn lanes.	-	TBD
L3	Johnson Creek Boulevard / 80th Avenue	Study further to determine appropriate and feasible countermeasures.	-	TBD
L4	Sunnyside Road / Clackamas Town Center	Re-evaluate intersection after implementation of project.	CRC 10	TBD
L5	82nd Drive from OR 212 to Greenhouse Square Access	Study further to determine appropriate and feasible countermeasures, including potential access management measures.	CRC 8	TBD
L6	72nd Avenue / Luther Road	Study further to determine appropriate and feasible countermeasures.	-	TBD
L7	82nd Drive from OR 212 to SE Adams Street	Study further to determine appropriate and feasible countermeasures, including potential access management measures.	CRC 8	TBD
L8	Sunnyside Road from OR 213 to Discount Tires Access	Study further to determine appropriate and feasible countermeasures, including potential access management measures.	CRC 7	TBD
L9	Bornstedt Road / Trubel Road	Study further to determine effectiveness of recently implemented all-way stop control.	-	TBD
L10	Miley Road / Airport Road	Re-evaluate intersection after implementation of ARTS project and consider installing roundabout.	20398	TBD
L11	Bell Avenue / Overland Street	Re-evaluate intersection after implementation of curb widening and sidewalk implementation project.	-	TBD
L12	Eagle Creek Road / Currin Road	Re-evaluate intersection after implementation of ARTS project and consider installing roundabout.	20398	TBD
L13	362nd Drive from Skogan Road to 500 feet south of Skogan Road	Guardrail, rumble strips, and shoulder widening.	-	TBD
L14	Causey Avenue / 85th Avenue	Study further to determine appropriate and feasible countermeasures.	-	TBD
L15	Grahams Ferry Road / Tooze Road	Study further to determine effectiveness of recently implemented signal.	-	TBD
L16	Central Point Road from 200 feet south of S Criteser Road to 700 feet south of S Criteser Road	Re-evaluate segment after implementation of ARTS project, consider installing rumble strips and widening shoulder.	20398	TBD
L17	Mulino Road from Central Point Road to 500 feet west of Central Point Road	Shoulder widening.	-	TBD
L18	Risley Avenue / Oatfield Road	Left-turn lanes, signal.	-	TBD

Drive to Zero Safety Action Plan

Project Number	Location	Project Description	Other Projects at Location	B/C Ratio
L19	Park Avenue / Oatfield Road	Study further to determine effectiveness of recently implemented signal.	-	TBD
L20	Arndt Road / Barlow Road	Re-evaluate intersection after implementation of ARTS project and consider installing roundabout.	20398	TBD
L21	Childs Road / Stafford Road	Re-evaluate intersection after implementation of ARTS project and consider installing roundabout.	20398, NW 2	TBD
L22	Hattan Road / Springwater Road	Re-evaluate intersection after implementation of ARTS project and consider installing roundabout.	20398	TBD
L23	Mountain Road from 750 feet north of Willamette River to 1,250 feet north of Willamette River	Re-evaluate intersection after implementation of ARTS project and consider installing guardrail and widening shoulder.	20398	TBD
L24	362nd Drive from 500 feet south of Skogan Road to 1000 feet south of Skogan Road	Guardrail, rumble strips, and shoulder widening.	-	TBD
L25	Stafford Road / Schatz Road	Realign intersection.	20398, NW 2	TBD
RSA Implementation Projects				
RSA 1	Beavercreek/ Unger Intersection	Install intersection beacon or vehicle activated warning system.		TBD
RSA 2	Eagle Creek Road	Remove horizontal curve, relocate intersection, add paved shoulders and turn lanes at major intersection; investigate speed zone south of Currin Rd.	20398	TBD

Table 5-3a 20-Year Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
1000	County-wide	ITS Plan Program	N/A	Develop a program to support the implementation of the County's ITS Plan and support the County's efforts to make improvements to traffic operations based on the ITS Plan. Deploy traffic responsive signal timing, ramp metering, traffic management equipment for better routing of traffic during incidents along the three key ODOT corridors - I-205, I-5, 99E. Install signal controller upgrades and update County ITS plan.
1001	County-wide	Transportation Safety Action Plan Program	N/A	Develop a program to support the implementation of the County's TSAP and support the County's efforts to make improvements based on the outcomes of the road safety audits and other safety studies.
1002	5-11a	122nd Ave	Eagle Glen Dr to Hubbard Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1003	5-11a	122nd Ave	Sunnyside Rd to Hubbard Rd	Fill gaps in pedestrian facilities, turn lanes at Mather Rd
1004	5-11a	122nd Ave	Sunnyside Rd to Timber Valley Dr	Add bikeways and turn lanes at major intersections
1005	5-11a	132nd Ave	Sunnyside Rd to OR 212	Add bikeways, pedestrian facilities, traffic calming and turn lanes at major intersections
1006	5-11a	142nd Ave	Sunnyside Rd to OR 212	Add bikeways and pedestrian facilities
1007	5-11a	72nd Ave Multi-Use Path Connection	Thompson Rd to Harmony Rd	Construct multi-use path
1008	5-11a	82nd Dr	OR 212 to Lawnfield Rd	Fill in bikeways and pedestrian facilities gaps
1009	5-11a	85th Ave	Causey Ave to Monterey Ave	Add sidewalks and bikeways. Perform Pedestrian Safety Audit to verify lighting, crosswalk striping and signing at Causey Ave.
1010	5-11a	92nd Ave	Johnson Creek Blvd to Emmert View Ct	Fill gaps in pedestrian facilities
1011	5-11a	97th Ave / Mather Rd	Lawnfield Rd to Summers Ln	Add bikeways, pedestrian facilities and eastbound left turn lanes at Mather Rd / Summers Ln
1012	5-11a	Boyer Dr	OR 213 to Fuller Rd	Construct new 2 lane roadway with turn lanes at OR 213 and Fuller Rd, bikeways and pedestrian facilities; install flashing yellow arrow for left turns on northbound and southbound approaches at OR 213 intersection.
1013	5-11a	Boyer Dr / 85th Ave / Spencer Dr	OR 213 to I-205 bike path	Add bikeways
1014	5-11a	Causey Ave	Fuller Rd to I-205	Add bikeways and shared facility markings in accordance with the Active Transportation Plan.
1015	5-11a	Clackamas Industrial area multi-modal improvements	N/A	Complete bike and pedestrian connections within the Clackamas Industrial area on Jennifer St., Evelyn St., 106 th Ave, 122 nd Ave, 130 th Ave and 135 th Ave.
1016	5-11a	Clackamas Regional Center Bike/Pedestrian Corridors	N/A	Construct pedestrian and bike improvements as described in the Clackamas Regional Center Pedestrian / Bicycle Plan
1017	5-11a	Clackamas Town Center Alternative Performance Standards Study	Clackamas Regional Center	Develop alternative performance standards for the intersections within the Clackamas Regional Center.
1018	5-11a	Clackamas Town Center Circulation Plan	West of the Town Center	Study area circulation and create plan
1019	5-11a	Flavel Dr	Alberta Ave to County boundary	Add bikeways in accordance with the Active Transportation Plan.
1020	5-11a	Fuller Rd	Otty St to Johnson Creek Blvd	Add pedestrian facilities, turn lanes, on-street parking, central median and landscaping.
1021	5-11a	Fuller Rd / King Rd Improvements	Fuller Rd / King Rd intersection	Restrict access to right-in/right-out only

Table 5-3a 20-Year Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
1022	5-11a	Harmony Rd	OR 213 to OR 224	Construct bikeways and pedestrian facilities. Linwood Ave to Aquatic Center, construct in accordance with the Active Transportation Plan. Provide left turn movement for cyclists from Harmony Rd to CCC Harmony Campus and a pedestrian crossing.
1023	5-11a	Harmony Rd	Railroad Ave / Linwood Ave / Harmony Rd	Railroad crossing and intersection improvements based on further study of intersection operations including bikeways and pedestrian facilities to be undertake jointly by the City of Milwaukie and the County
1024	5-11a	Harmony Rd / Sunnyside Rd	Harmony Rd / Sunnyside Rd / OR 213 intersection	Extend queue storage and double left turn lanes on westbound approach and rebuild median, including pedestrian island; extend queue storage on eastbound approach and install median; convert to right-in-right-out accesses on frontage road.
1025	5-11a	I-205 Multi-Use Path Connection	Between Sunnyside Rd and Sunnybrook Blvd	Construct ADA compliant access to the commercial area from the I-205 Multi-Use Path
1026	5-11a	I-205 Multi-Use Path Gap	OR 224/OR 213 to OR 212	Study the I-205 multi-use path gap to create a plan for connection and path completion in accordance with the Active Transportation Plan
1027	5-11a	Johnson Creek Blvd	55th Ave to I-205	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1028	5-11a	Johnson Creek Blvd	Johnson Creek Blvd near 79th Pl	Add signal to either Johnson Creek Blvd and 79th Pl or 80th Ave
1029	5-11a	Johnson Creek Blvd	55th Ave to Bell Ave	Widen to 3 lanes with bikeways and pedestrian facilities
1030	5-11a	Johnson Creek Blvd	Johnson Creek Blvd / OR 213 intersection	Extend westbound left-turn lane and rebuild median; install dual northbound and southbound left-turn lanes
1031	5-11a	Johnson Creek Blvd	OR 213 to 92nd Ave	Add pedestrian facilities with a crossing near 77th Ct, restripe for bikeways. Analyze for turn lane improvements at 92nd Ave.
1032	5-11a	Johnson Rd	SE Lake Rd to North Clackamas Park Trail	Identify bike/pedestrian connections to fill gaps along 82nd Ave
1033	5-11a	Lake Rd	Lake Rd / International Way intersection	Add northbound right-turn lane
1034	5-11a	Linwood Ave	Monroe St to Johnson Creek Blvd	Add pedestrian facilities in accordance with the Active Transportation Plan.
1035	5-11a	Monroe St	72nd Ave to Fuller Rd	Add bikeways, pedestrian facilities and traffic calming in accordance with the Active Transportation Plan.
1036	5-11a	Monroe St / 72nd Ave / Thompson Rd / Fuller Rd	Linwood Ave to Causey Ave	Add bikeways and traffic calming in accordance with the Active Transportation Plan.
1037	5-11a	Monterey Ave	Stevens Rd to Bob Schumacher Rd	Construct collector roadway with bikeways and pedestrian facilities
1038	5-11a	Monterey Ave	OR 213 to Fuller Rd	Construct new 2 lane extension with pedestrian facilities and bikeways. Install flashing yellow arrow for left-turns on northbound and southbound approaches at OR 213 intersection.
1039	5-11a	North Clackamas Regional Park Trail	Linwood Ave to North Clackamas Park Complex	Construct multi-use path
1040	5-11a	North Clackamas Regional Parks Trail	OR 213 to Linwood Ave	Construct multi-use path
1041	5-11a	Otty Rd	OR 213 to 92nd Ave	Improve to minor arterial standard consistent with Fuller Road Station Plan; improve curb radius; add turn lanes, on-street parking, central median, landscaping, bikeways and pedestrian facilities. Install pedestrian crossings between Fuller Rd and I-205 and near 91st Ave.
1042	5-11a	Otty St	Otty St / OR 213 / Otty Rd	Realign Otty St with Otty Rd at OR 213; install dual westbound left-turn lanes; install flashing yellow arrow for left-turns on northbound and southbound approaches.
1043	5-11a	Southwest Connector Multi-Use Path	North Clackamas Aquatic Center access road to 82nd Ave	Construct multi-use path in accordance with the Active Transportation Plan.

Table 5-3a 20-Year Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
1044	5-11a	Springwater Rd	OR 224 to Hattan Rd	Widen to 3 lanes with shoulders (in accordance with the Active Transportation Plan between Clackamas River Dr and Gronlund Rd) and pedestrian facilities; bridge remains two lanes
1045	5-11a	Sunnyside Rd	93rd Ave to 126th Ave	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1046	5-11a	Sunnyside Rd	Sunnyside Rd / Stevens Rd intersection	Intersection improvements, such as additional turn lanes, turn lane extensions, and/or signal timing modifications
1047	5-11a	Tolbert St Overcrossing	82nd Dr to Industrial Way	Construct new 2 lane overcrossing with bikeways and pedestrian facilities
1048	5-11b	282nd Ave	US 26 to OR 212	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1049	5-11b	Amisigger Rd / Kelso Rd	OR 224 to Kelso / Richey Rd	Add paved shoulders; turn lanes at Amisigger/OR 212 and Kelso/Richey; smooth curves.
1050	5-11b	Arrah Wanna Blvd	US 26 to Fairway Ave	Add paved shoulders. In the interim, add 4-foot paved shoulders.
1051	5-11b	Cazadero Multi-Use Trail	Community of Boring to City of Estacada	Construct multi-use path in accordance with the Active Transportation Plan.
1052	5-11b	Compton Rd	US 26 to 352nd Ave	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1053	5-11b	Dodge Park Rd Bridge	~192 feet south of Pipeline Rd	Replace bridge nearing the end of its useful life and include paved shoulders
1054	5-11b	Eagle Creek Rd	Firwood Rd to Duus Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1055	5-11b	Eagle Creek Rd	Currin Rd to Duus Rd	Remove horizontal curve, relocate intersection, add paved shoulders and turn lanes at major intersection; investigate speed zone south of Currin Rd
1056	5-11b	Fairway Ave	Arrah Wanna Blvd to Salmon River Rd	Add paved shoulders
1057	5-11b	OR 211	OR 211 / Judd Rd intersection	Realign roadway
1058	5-11b	Richey Rd	Kelso Rd to OR 212	Add paved shoulders and left turn lane at Richey Rd and OR 212
1059	5-11b	Welches Rd	US 26 to Birdie Ln	Add paved shoulders; add pedestrian facilities in Welches rural center; evaluate pedestrian crossing near Stage Stop Rd; add multi-use path. Improve pedestrian crossing near Fairway Ave with advance signs and split flashing beacons
1060	5-11c	Aldercrest Dr	Thiessen Rd to Oatfield Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1061	5-11c	Concord Rd	River Rd to Oatfield Rd	Fill gaps in pedestrian facilities
1062	5-11c	Concord Rd	River Rd to Oatfield Rd	Add turn lanes at major intersections
1063	5-11c	Courtney Ave	OR 99E to Oatfield Rd	Fill gaps in pedestrian facilities and bikeways
1064	5-11c	Courtney Ave	River Rd to OR 99E (McLoughlin Blvd)	Construct pedestrian facilities / complete gaps on the south side; add bikeways
1065	5-11c	Harold Ave	Concord Rd to Roethe Rd	Add pedestrian facilities and traffic calming
1066	5-11c	Hull Ave	Wilmot St to Tims View Ave	Fill gaps in pedestrian facilities
1067	5-11c	Jennings Ave	Webster Rd to OR 99E	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1068	5-11c	Jennings Ave	River Rd to Oatfield Rd	Widen to 2-lane urban minor arterial standard with bikeway and pedestrian facilities infill
1069	5-11c	Oak Grove Blvd	Oatfield Rd to River Rd	Fill gaps in pedestrian facilities and bikeways
1070	5-11c	Oatfield Rd	Jennings Ave to Lake Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1071	5-11c	Oatfield Rd	Oatfield Rd / Park Rd intersection	Install traffic signal and add turn lanes

Table 5-3a 20-Year Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
1072	5-11c	Oatfield Rd	Oatfield Rd / McNary Rd intersection	Add southbound and eastbound left-turn lanes
1073	5-11c	Park Ave	River Rd to OR 99E (McLoughlin Blvd)	Add pedestrian facilities
1074	5-11c	River Rd	Lark St to Courtney Ave	Add pedestrian facilities
1075	5-11c	River Rd	Oak Grove Blvd to Risley Ave	Fill gaps in bikeways in accordance with the Active Transportation Plan and fill gaps in pedestrian facilities
1076	5-11c	School Pedways	Johnson Rd / Clackamas Rd / Webster Rd	Fill gaps in pedestrian facilities on Johnson Rd, Clackamas Rd and Webster Rd within 1/4 mile of schools
1077	5-11c	Thiessen Rd	Thiessen Rd / Aldercrest Rd intersection	Add turn lanes on Thiessen Rd; consider converting to two-way stop controlled
1078	5-11c	Torbank Rd	River Rd to Trolley Trail	Fill gaps in pedestrian facilities
1079	5-11d	65th Ave	65th Ave / Elligsen Rd / Stafford Rd intersection	Construct roundabout
1080	5-11d	Advance Rd	53rd Ave to 43rd Dr	Grade and sight distance improvements
1081	5-11d	Borland Rd	Tualatin city limits to Stafford Rd	Add paved shoulders in accordance with the Active Transportation Plan and turn lanes at major intersections
1082	5-11d	Borland Rd	Stafford Rd to West Linn city limits	Add paved shoulders in accordance with the Active Transportation Plan
1083	5-11d	Carman Dr	Lake Oswego city limits to Roosevelt Ave	Add bikeways and pedestrian facilities; analyze for turn lanes
1084	5-11d	Childs Rd	Sycamore Ave to 65th Ave	Transfer roadway to local jurisdiction
1085	5-11d	French Prairie Bridge	Willamette River near I-5	Construct a bridge in accordance with the Active Transportation Plan
1086	5-11d	Rosemont Rd	Stafford Rd to West Linn	Add paved shoulders and turn lanes at major intersections
1087	5-11d	Stafford Rd	I-205 to Boeckman Rd / Advance Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1088	5-11d	Stafford Rd	Rosemont Rd to I-205	Add paved shoulders in accordance with the Active Transportation Plan and turn lanes at major intersections
1089	5-11d	Stafford Rd	Stafford Rd / Childs Rd intersection	Install traffic signal and southbound and northbound turn lanes or roundabout
1090	5-11d	Stafford Rd	Rosemont Rd to I-205	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1091	5-11d	Tonquin Trail	Willamette River through Wilsonville	Construct bike / pedestrian facilities pursuant to the Tonquin Trail Master Plan
1092	5-11d	Wilsonville Rd / Ladd Hill Rd	Wilsonville Rd / Ladd Hill Rd	Install Collision Countermeasure System
1093	5-11e	Airport Rd	Airport Rd / Miley Rd intersection	Install traffic signal
1094	5-11e	Barlow Rd	Barlow Rd / OR 99E intersection	Add dual left-turn lanes on southbound Barlow Rd
1095	5-11e	Beavercreek Rd	Lower Highland Rd to Butte Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1096	5-11e	Beavercreek Rd	Ferguson Rd to Spangler Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1097	5-11e	Beavercreek Rd	Henrici Rd to Yeoman Rd/Steiner Rd	Add paved shoulders in accordance with the Active Transportation Plan and turn lanes at major intersections.
1098	5-11e	Beavercreek Rd	Beavercreek Rd / Leland Rd / Kamrath Rd intersection	Construct roundabout with additional analysis

Table 5-3a 20-Year Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
1099	5-11e	Canby-Marquam Highway	Canby-Marquam Hwy / Lone Elder Rd intersection	Reconstruct intersection; install northbound left-turn lane and southbound right-turn lane
1100	5-11e	Canby-Marquam Highway	~1,900 ft south of Barnards Rd	Replace bridge nearing the end of its useful life with 2-lane structure including paved shoulders
1101	5-11e	Clarks Four Corners Intersection	Beavercreek Rd / Unger Rd	Reconstruct intersection
1102	5-11e	Emerald Necklace Trail	To Canby Ferry	Extend Molalla Forest Rd to Locust St in accordance with the Active Transportation Plan.
1103	5-11e	Ferguson Multi-Use Path	Thayer Rd to Ferguson Rd	Multi-use path to connect Ferguson Rd to Thayer Rd
1104	5-11e	Fischers Mill Rd	Fischers Mill / Hattan Rd intersection	Install eastbound left-turn lane
1105	5-11e	Graves Rd/Passmore Rd/Mulino Rd/ OR 213	Graves Rd/Passmore Rd/Mulino Rd/ OR 213	Work in conjunction with the Molalla River School District, ODOT and community stake-holders to complete a safety audit to look at all options for the safe movement of Mulino Elementary School students in relation to the adjacent transportation system. Utilize the results from the audit to develop a list of projects and/or programs to maximize safety for all users.
1106	5-11e	Greater Arndt Rd/I-5/Canby Access Feasibility Study	Southwest County in the vicinity of Arndt Rd/I-5/Canby	Conduct an alternatives analysis and land use study to identify and consider roadway improvements to address access to I-5 within the Southwest County and address capacity deficiencies.
1107	5-11e	Hattan Rd	Hattan Rd / Gronlund Rd intersection	Install southbound right-turn lane
1108	5-11e	Henrici Rd	Beavercreek Rd to Ferguson Rd	Add paved shoulders and turn lanes at major intersections. Remove horizontal and vertical curves
1109	5-11e	Holly St	Territorial Rd to Canby Ferry	Add paved shoulders in accordance with the Active Transportation Plan.
1110	5-11e	Hult Rd	OR 211 to Unger Rd	Re-open and improve Hult Rd
1111	5-11e	Klang's Mill Bridge	~1,000 ft north of OR 211	Replace bridge nearing the end of its useful life
1112	5-11e	Lone Elder Rd Bridge	~5,800 feet east of Barlow Rd	Replace bridge (nearing the end of its useful life) and include paved shoulders
1113	5-11e	Maplelane Rd	Beavercreek Rd to Ferguson Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1114	5-11e	Meridian Rd	Meridian Rd / Whiskey Hill Rd intersection	Limit access/egress points to and from school on NE corner of intersection
1115	5-11e	Molalla Ave Flooding	Just south of city of Molalla	Construct bridge to resolve flooding issues
1116	5-11e	Mulino Rd	Mulino Rd / 13th Ave	Relocate intersection to south away from railroad trestle
1117	5-11e	OR 170	OR 99E to Macksburg Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1118	5-11e	Redland Rd	OR 213 to Hattan Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1119	5-11e	Redland Rd	Redland Rd / Springwater Rd intersection	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1120	5-11e	Redland Rd	Redland Rd / Holly Rd intersection	Install traffic signal and westbound and northbound left-turn lanes or roundabout
1121	5-11e	Redland Rd	Redland Rd / Ferguson Rd intersection	Construct roundabout
1122	5-11e	Ridge Rd	~1 miles north of Lower Highland Rd	Fix sinkhole
1123	5-11e	Springwater Rd	Springwater Rd / Clackamas River Dr intersection	Install signal at Clackamas River Dr

Table 5-3a 20-Year Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
1124	5-11e	Springwater Rd	400 ft east of Hattan Rd	Construct bridge to accommodate paved shoulders
1125	5-11e	Springwater Rd	Hattan Rd to Bakers Ferry Rd	Add paved shoulders in accordance with the Active Transportation Plan and turn lanes at major intersections
1126	5-11e	Township Rd	Central Point Rd to Canby City limit	Add paved shoulders and turn lanes at major intersections
1127	5-11e	Union Mills Rd	OR 213 to OR 211	Add turn lanes at major intersections
1128	5-11e	Union Mills Rd	OR 213 to OR 211	Construct a shoulder on the south side of the roadway
1129	5-11e	Upper Highland Rd	Beavercreek Rd to Lower Highland Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1130	5-11c	Oetkin Rd - Naef Rd	Thiessen Rd to River Rd	Construct bike boulevard consistent with the Active Transportation Plan
1131	5-11c	River Rd	Park Ave to Glen Echo Ave	Construct buffered bike lane in accordance with the Active Transportation Plan.
1132	5-11a	Bob Schumacher Rd	Otty Rd to Sunnyside Rd	Investigate improved striping including centerline rumble stripe.
1133	5-11a	97th Ave	Sunnybrook Blvd to Mather Rd	Investigate improved striping including outside fog lines and rumble striping. Verify lighting, drainage and surface friction.
1134	5-11a	92nd Ave	Phillips Pl	Install a pedestrian crossing near Phillips Pl
1135	5-11a	Otty St	80th Ave	Install a pedestrian crossing near 80th Ave
1136	5-11a	Fuller Rd	Boyer Dr to Sunnyside Dr	Install pedestrian crossings near Boyer Dr, Causey Ave, Stephanie Ct and Southgate St
1137	5-11b	Brightwood Loop Rd	US 26 to US 26	Add 4-foot paved shoulders

Table 5-3b Preferred Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
2000	5-11a	Bell Ave / Alberta St / 72nd Ave	King Rd to County line	Add bikeways and pedestrian facilities
2001	5-11a	Clatsop St / Luther Rd	72nd Ave to Fuller Rd	Add turn lanes and signals at OR 213 intersection; add bikeways, pedestrian facilities and traffic calming
2002	5-11a	Evelyn St	OR 224 to Jennifer St	Add bikeways and pedestrian facilities
2003	5-11a	Evelyn St / Mangan Dr	Jennifer St to Water Ave	Add bikeways
2004	5-11a	Hubbard Rd	122nd Ave to 132nd Ave	Fill gaps in pedestrian facilities
2005	5-11a	Jennifer St	82nd Dr to 135th Ave	Add pedestrian facilities
2006	5-11a	Lake Rd	Milwaukie City limits east to OR 224	Fill gaps in pedestrian facilities
2007	5-11a	Linwood Ave	Linwood Ave / Monroe St intersection	Add curbs/sidewalks, improve horizontal alignments
2008	5-11a	Linwood Ave	Queen Rd to Johnson Creek Blvd	Add bikeways in accordance with the Active Transportation Plan
2009	5-11a	Mather Rd	Summers Ln Rd to 122nd Ave	Add bikeways, pedestrian facilities and eastbound left turn lanes at Mather Rd / 122nd Ave
2010	5-11a	Monroe St / 72nd Ave / Thompson Rd	Linwood Ave to Fuller Rd	Add pedestrian facilities
2011	5-11a	Scouters Mountain / Mt Scott Loop Trail	Loop trail through Happy Valley, Damascus, Clackamas County and Portland	Construct multi-use path in accordance with the Active Transportation Plan
2012	5-11a	Stevens Rd / Stevens Way	Causey Ave to Idleman Rd	Add pedways and optional traffic calming
2013	5-11a	Strawberry Ln	Strawberry Ln / 82nd Dr intersection	Install traffic signal and eastbound turn lane
2014	5-11a	Sunnybrook Blvd	Sunnybrook Blvd / 82nd Ave intersection	Add dual southbound left-turn lanes, extend queue storage for southbound lefts and westbound lefts
2015	5-11a	Sunnyside Rd	OR 213 to 97th Ave	Modified boulevard treatment including lane redesign, medians, beautification, curb extensions, reconstructed sidewalks, landscaping, south side bikeways. Consider flashing yellow arrow for left-turns at signalized intersections.
2016	5-11b	282nd Ave	282nd / Haley Rd intersection	Install traffic signal and reduce speed limit on 282nd
2017	5-11b	362nd Ave	Skogan Rd to OR 211	Add paved shoulders
2018	5-11b	Eagle Creek Rd	OR 211 to Duus Rd	Add paved shoulders
2019	5-11b	Firwood Rd	Wildcat Mountain Dr to US 26	Add paved shoulders and turn lanes at major intersections.
2020	5-11c	Clackamas Rd	Johnson Rd and Webster Rd	Fill gaps in bikeways and pedestrian facilities
2021	5-11c	Jennings Ave	Oatfield Rd to Webster Rd	Widen to 2-lane urban minor arterial standard with bikeway and pedestrian facilities infill
2022	5-11c	Lake Oswego to Milwaukie Bridge	Between Sellwood and Oregon City	Construct bike/pedestrian crossing over the Willamette River in accordance with the Active Transportation Plan
2023	5-11c	Roots Rd	Webster Rd to McKinley Rd	Add pedestrian facilities

Table 5-3b Preferred Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
2024	5-11c	Thiessen Rd	Oatfield Rd to Webster Rd	Add bikeways and pedestrian facilities. For the Oetkin Rd to Webster Rd section, construct in accordance with the Active Transportation Plan
2025	5-11c	Webster Rd	OR 224 to Gladstone	Fill gaps in bikeways and pedestrian facilities
2026	5-11d	Advance Rd	~2,900 ft west of Mountain Rd	Realign roadway and grade improvements
2027	5-11d	Advance Rd	65th Ave to Mountain Rd	Add paved shoulders
2028	5-11d	Stafford Rd / 65th Ave	I-205 to Boeckman Rd / Advance Rd	Add paved shoulders in accordance with the Active Transportation Plan and turn lanes at major intersections
2029	5-11e	Arndt Rd Extension	Barlow to OR 99E	Construct new 2 or 3 lane roadway
2030	5-11e	Barlow Rd	Knights Bridge Rd to OR 99E	Add paved shoulders
2031	5-11e	Beavercreek Multi-Use Path	Loder Rd to Ferguson Rd	Construct multi-use path consistent with the Beavercreek Road Concept Plan
2032	5-11e	Boones Ferry Rd	Boones Ferry Rd / Butteville Rd intersection	Remove bank, remove/decrease horizontal curve
2034	5-11e	Dryland Rd	Macksburg Rd S to Macksburg Rd N	Realign to form one intersection at Dryland Rd
2035	5-11e	Hattan Rd	Fischers Mill Rd to Gronlund Rd	Add paved shoulders and turn lanes at major intersections
2036	5-11e	Henrici Rd	OR 213 to Beavercreek Rd	Add paved shoulders and turn lanes at major intersections
2037	5-11e	Henrici Rd	Ferguson Rd to Redland Rd	Add paved shoulders and turn lanes at major intersections. Remove horizontal and vertical curves
2038	5-11e	Molalla Forest Rd	City of Canby to City of Molalla	Pave to provide bicycle access in accordance with the Active Transportation Plan
2039	5-11e	Mulino Rd (13th St segment)	Canby city limits to OR 213	Add paved shoulders and turn lanes at major intersections
2040	5-11e	Newell Creek Trail / Oregon City Loop Trail	Loop around the perimeter of Oregon City	Construct Oregon City Loop Trail and Newell Creek Trail in accordance with the Active Transportation Plan
2041	5-11e	Redland Rd	Redland Rd / Bradley Rd intersection	Install eastbound left-turn lane
2042	5-11e	Redland Rd	Redland Rd / Fischers Mill Rd / Henrici Rd intersection	Install eastbound left-turn, eastbound right-turn and westbound right-turn lanes at Henrici Rd
2043	5-11e	Springwater Rd	Springwater Rd / Bakers Ferry Rd intersection	Install southbound left-turn lane; realign intersection to fix skew
2044	5-11b	Sleepy Hollow Rd	Barlow Trail Rd to US 26	Add 4-foot paved shoulders

Table 5-3c Long Term Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
3000	5-11a	106th Ave	OR 212 to Jennifer St	Add bikeways and pedestrian facilities
3001	5-11a	152nd Ave Phase 2	Sunnyside Rd to OR 212	Add bikeways, pedestrian facilities and turn lanes at major intersections
3002	5-11a	162nd Ave	Sager Rd north to County line	Add bikeways, pedestrian facilities, turn lanes at major intersections
3003	5-11a	172nd Ave Bridge	~140 feet south of Troge Rd	Replace bridge nearing the end of its useful life
3004	5-11a	82nd Dr	OR 212 to Gladstone	Widen to 5 lane with bikeways and pedestrian facilities
3005	5-11a	84th Ave	Sunnyside Rd to Sunnybrook Blvd	Fill in bikeways and pedestrian facilities gaps
3006	5-11a	93rd Ave	Sunnyside Rd to Sunnybrook Blvd	Add bikeways in accordance with the Active Transportation Plan
3007	5-11a	Cheldelin Rd	Foster Rd to 190th Dr	Add bikeways and pedestrian facilities
3008	5-11a	Cheldelin Rd (Clatsop St extension)	172nd Ave to Foster Rd	Construct new two lane roadway with bikeways and pedestrian facilities
3009	5-11a	Cornwell Ave	OR 213 to Fuller Rd	Add pedestrian facilities; connect to I-205 Multi-Use Path
3010	5-11a	Fuller Rd	Otty Rd to King Rd / OR 213	Construct new 2 lane extension with pedestrian facilities and bikeways
3011	5-11a	Fuller Rd	Johnson Creek Blvd to County line	Add pedestrian facilities
3012	5-11a	Hillcrest St	92nd Ave to Stevens Rd	Add pedestrian facilities
3013	5-11a	I-205 Pedestrian / Bike Overpass	Between Causey Ave and Sunnyside Rd	Construct a bike / pedestrian crossing over I-205 to connect transit services, businesses and residents in accordance with the Active Transportation Plan
3014	5-11a	Idleman Rd	92nd Ave to Westview Ct	Fill gaps in bikeways and pedestrian facilities
3015	5-11a	Jennifer St	106th Ave to 130th Ave	Add bikeways
3016	5-11a	Johnson Creek Blvd	Bell Ave to OR 213	Widen to 3 lanes from Bell Ave to 76th Ave and 5 lanes from 76th Ave to 82nd Ave ; add bikeways and pedestrian facilities
3017	5-11a	King Rd	Milwaukie City Limits to Spencer Dr	Fill gaps in pedestrian facilities in accordance with the Active Transportation Plan
3018	5-11a	Lake Rd	OR 224 west to Milwaukie city limits	Add pedestrian facilities and turn lanes at major intersections
3019	5-11a	Lake Rd	Johnson Rd to Webster Rd	Fill gaps in pedestrian facilities and bikeways
3020	5-11a	Linwood Ave Bridge over Johnson Creek	Bridge	Construct bridge with bike lanes and sidewalks in accordance with the Active Transportation Plan
3021	5-11a	Luther Rd Bridge	Bridge crossing Johnson Creek	Replace bridge
3022	5-11a	Mather Rd	Mather Rd / 122nd Ave intersection	Install traffic signal or compact roundabout
3023	5-11a	Mather Rd	122nd Ave to 132nd Ave	Construct new 2 lane roadway with pedestrian facilities and bikeways
3024	5-11a	Mather Rd	Industrial Way to 98th Ave	Maintain as pedestrian facilities and bikeway. Construct undercrossing at Sunrise Expressway.
3025	5-11a	Michael Dr	72nd Ave to Fuller Ave	Fill gaps in pedestrian facilities
3026	5-11a	Phillips Creek Multi-Use Path	Causey Ave to North Clackamas Regional Parks Trail	Construct multi-use path
3027	5-11a	Sunnyside Rd Adaptive Signal Timing	OR 213 to 172nd Ave	Add adaptive timing to traffic signals
3028	5-11a	Valley View Terrace	Sunnyside Rd to Otty Rd	Add bikeways and pedestrian facilities

Table 5-3c Long Term Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
3029	5-11a	West 82nd Ave Parallel Road	King Rd to Luther Rd	Construct collector road parallel to OR 213 with bikeways and pedestrian facilities
3030	5-11b	282nd Ave	282nd Ave / OR 212 intersection	Add second right-turn lane on 282nd Ave and additional intersection improvements as needed
3031	5-11b	282nd Ave	OR 212 to Multnomah County line	Add paved shoulders
3032	5-11b	352nd Ave / Dunn Rd	Bluff Rd to Bluff Rd	Add paved shoulders
3033	5-11b	362nd Dr	Colorado Rd to Dubarko Rd	Remove or decrease horizontal and vertical curves
3034	5-11b	362nd Dr	362nd Ave / Deming Rd intersection	Remove or decrease vertical curve, relocate intersection
3035	5-11b	Barlow Trail Rd/ Lolo Pass Rd	Between communities of Timberline, Welches and Zig Zag	Add paved shoulders in accordance with the Active Transportation Plan. In the interim, install 4-foot shoulders or 4-foot shoulders at specific areas with limited sight distance or steep uphill sections.
3036	5-11b	Bluff Rd	City of Sandy to County line	Add paved shoulders in accordance with the Active Transportation Plan
3037	5-11b	Bull Run Rd	Ten Eyck Rd to Multnomah County line	Add paved shoulders and turn lanes at major intersections.
3038	5-11b	Bull Run Truss	Bull Run truss between Waterworks Rd and Bowman Rd	Replace bridge nearing the end of its useful life
3039	5-11b	Coalman Rd / Cherryville Dr	Ten Eyck Rd to US 26	Add paved shoulders. In the interim, add 4-foot paved shoulders.
3040	5-11b	Compton Rd	US 26 to 352nd Ave	Remove vertical curve near Orient Dr and relocate intersection; add paved shoulders
3041	5-11b	Coupland Rd	Estacada City limits to Divers Rd	Add paved shoulders and turn lanes at major intersections
3042	5-11b	Eagle Creek Rd	Keegan Rd to Currin Rd	Realign Eagle Creek Rd to remove or decrease downgrade
3043	5-11b	Firwood Rd	Firwood Rd / Trubel Rd intersection	Realign Trubel Rd to remove or decrease downgrade
3044	5-11b	Hayden Rd	Springwater Rd to OR 211	Add paved shoulders in accordance with the Active Transportation Plan
3045	5-11b	Howlett Rd	OR 211 to Wildcat Mountain Dr	Add paved shoulders
3046	5-11b	Kelso Rd	Richey Rd to Orient Dr	Add paved shoulders
3047	5-11b	Kelso Rd	Orient Dr to Sandy Urban Growth Boundary	Remove vertical curve, relocate intersection, add paved shoulders and turn lanes at major intersections; investigate speed zone
3048	5-11b	Lolo Pass Rd	US 26 to Barlow Trail Rd	Safety analysis; add paved shoulders in accordance with the Active Transportation Plan
3049	5-11b	Mt Hood Aerial Transportation Link	Between Ski Bowl, Government Camp Village and Timberline Lodge	Aerial transportation link
3050	5-11b	Orient Dr	US 26 north to County line	Add paved shoulders
3051	5-11b	Porter Rd Bridge over Delph Creek	~100 ft east of Wilcox Rd	Replace bridge
3052	5-11b	Salmon River Rd	US 26 to Welches Rd	Add paved shoulders. Between US 26 and Fairway Ave, add paved shoulders or multi-use path
3053	5-11b	Springwater Rd	Hayden Rd to OR 211	Add paved shoulders

Table 5-3c Long Term Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
3054	5-11b	Ten Eyck Rd	Lusted Rd to City of Sandy	Remove vertical curve, relocate intersection, add paved shoulders, turn lanes at major intersections; investigate speed zone. For paved shoulders between City of Sandy and Marmot Rd, refer to the Active Transportation Plan
3055	5-11b	Tickle Creek Trail	Springwater Corridor to Sandy city limits	Construct multi-use path in accordance with the Active Transportation Plan
3056	5-11b	Welches Rd	Birdie Ln to Salmon River Rd	Add paved shoulders or add multi-use path
3057	5-11b	Wildcat Mountain Dr	OR 224 to Firwood Rd	Add paved shoulders
3058	5-11c	Aldercrest Dr	Thiessen Rd to Oatfield Rd	Add pedestrian facilities to one side of the road and bikeways
3059	5-11c	Clackamas Rd	Clackamas Rd / I-205 interchange	Construct bike/pedestrian bridge over I-205
3060	5-11c	Hill Rd	Oatfield Rd to Thiessen Rd	Add bikeways and pedestrian facilities
3061	5-11c	Johnson Rd / McKinley Rd	OR 224 to I-205 multi-use path	Bikeway and pedestrian facilities infill. From Thiessen Rd to I-205 Multi-use Path, construct in accordance to the Active Transportation Plan
3062	5-11c	McNary Rd / Mabel Ave	Oatfield Rd to Webster Rd	Add bikeways and pedestrian facilities
3063	5-11c	Naef Rd	Oatfield Rd to River Rd	Add pedestrian facilities in accordance with the Active Transportation Plan
3064	5-11c	Oatfield Rd	Oatfield Rd / Hill Rd intersection	Add left-turn lanes, install signal if warranted
3065	5-11c	Oatfield Rd	Milwaukie city limits to Gladstone city limits	Fill gaps in pedestrian facilities and bikeways
3066	5-11c	Oatfield Ridge Connection	Between Jennings Ave and Thiessen Ave over Oatfield Ridge	Construct multi-use path
3068	5-11c	Portland Ave	Jennings Ave to Hull Ave	Fill gaps in pedestrian facilities
3069	5-11c	Risley Ave	Arista Dr to Hager Rd	Fill gaps in pedestrian facilities
3070	5-11c	River Rd	Courtney Ave to Oak Grove Blvd	Add pedestrian facilities
3071	5-11c	River Rd	Risley Ave to Rinearson Rd	Add pedestrian facilities
3072	5-11c	Roethe Rd	River Rd to OR 99E (McLoughlin Blvd)	Add bikeways, pedestrian facilities and traffic calming
3073	5-11c	Rusk Rd	OR 224 South to Aldercrest Rd	Add pedestrian facilities on one side of the roadway and bikeways
3074	5-11c	Strawberry Ln	Webster Rd to 82nd Dr	Add pedestrian facilities and fill bikeway gaps
3075	5-11c	Thiessen Rd	Thiessen Rd / Hill Rd intersection	Add right-turn lane on Thiessen Rd; consider converting to two-way stop controlled or installing roundabout
3076	5-11c	View Acres Rd	Oatfield Rd to Hill Rd	Add pedestrian facilities and traffic calming
3077	5-11c	Webster Rd	Webster Rd / Jennings Ave and Webster Rd / Roots Rd intersections	Construct traffic signals, turn lanes
3078	5-11c	Webster Rd	Webster Rd / Strawberry Ln intersection	Add signal; construct southbound and westbound left-turn lane
3079	5-11d	65th Ave	Stafford Rd to Tualatin city limits	Add paved shoulders
3080	5-11d	Baker Rd	Tooze Rd to County line	Add paved shoulders

Table 5-3c Long Term Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
3081	5-11d	Bell Rd	Ladd Hill Rd to Wilsonville Rd	Add paved shoulders
3082	5-11d	Bonita Rd	Carman Dr to I-5	Add bikeways and pedestrian facilities
3083	5-11d	Childs Rd	Stafford Rd to Lake Oswego city limits	Add pedestrian facilities, bikeways and turn lanes at major intersections
3084	5-11d	Graham's Ferry Rd	County line to Westfall Rd	Add paved shoulders
3085	5-11d	Graham's Ferry Rd	Wilsonville Rd to Wilsonville city limits	Add paved shoulders
3086	5-11d	Hoffman Rd / Peach Cove Rd / Riverwood Rd	Mountain Rd to Tualatin River	Add paved shoulders
3087	5-11d	Homesteader Rd	Stafford Rd to Mountain Rd	Add paved shoulders
3088	5-11d	Johnson Rd	Stafford Rd to West Linn city limits	Add paved shoulders and turn lanes at major intersections
3089	5-11d	Ladd Hill Rd	Wilsonville Rd to Washington County line	Add paved shoulders and turn lanes at major intersections
3090	5-11d	Mountain Rd	Stafford Rd to Canby Ferry	Add paved shoulders in accordance with the Active Transportation Plan
3091	5-11d	Petes Mountain Rd	West Linn city limits to Hoffman Rd	Add paved shoulders and turn lanes at major intersections
3092	5-11d	Pleasant Hill Rd / McConnell Rd / Tooze Rd	Ladd Hill Rd to Westfall Rd	Add paved shoulders
3093	5-11d	Schaeffer Rd	Mountain Rd to Petes Mountain Rd	Add paved shoulders
3094	5-11d	Schatz Rd / 55th Ave / Meridian Way	65th Ave to Stafford Rd	Add paved shoulders
3095	5-11d	Tualatin / Lake Oswego Pedestrian and Bicycle Bridge	Tualatin River Bridge	Construct bike / pedestrian bridge
3096	5-11d	Wilsonville Rd	Wilsonville Rd / Bell Rd intersection	Realign roadway and grade improvements
3097	5-11d	Wilsonville Rd	Wilsonville Rd / Edminston Rd intersection	Remove bank, remove horizontal curve, relocate intersection
3098	5-11d	Wilsonville Rd Bridge	~300 feet south of Bell Rd	Replace bridge nearing the end of its useful life
3099	5-11d	Wisteria Rd / Woodbine Rd	Rosemont Rd to Johnson Rd	Add paved shoulders
3100	5-11e	Airport Rd	Arndt Rd to Miley Rd	Add turn lanes at major intersections
3101	5-11e	Bakers Ferry Rd	Springwater Rd to OR 224	Add paved shoulders in accordance with the Active Transportation Plan and turn lanes at major intersections; remove horizontal curve and relocate intersection from Eaden Rd to OR 224
3102	5-11e	Barnards Rd	Meridian Rd to Canby-Marquam Hwy	Add paved shoulders
3103	5-11e	Barnards Rd	Needy Rd to Stuwe Rd	Reconstruct bridge and widen to 36 feet
3104	5-11e	Beavercreek Rd	Yeoman Rd/Steiner Rd to OR 211	Add paved shoulders
3105	5-11e	Bradley Rd	Redland Rd to Holcomb Blvd	Add turn lanes at major intersections
3106	5-11e	Bradley Rd	Gronlund Rd to Redland Rd	Add paved shoulders

Table 5-3c Long Term Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
3107	5-11e	Buckner Creek Rd	Gard Rd to Cochell Rd	Add paved shoulders
3108	5-11e	Canby-Marquam Highway	OR 170 / Macksburg Rd intersection	Reconstruct intersection; install southbound left-turn lane and northbound right-turn lane
3109	5-11e	Canby-Marquam Highway	City of Canby to OR 211	Add paved shoulders
3110	5-11e	Carus Rd	Central Point Rd to Beaver Creek Rd	Add paved shoulders in accordance with the Active Transportation Plan
3111	5-11e	Casto Rd	Spangler Rd to Central Point Rd	Add paved shoulders and turn lanes at major intersections
3112	5-11e	Central Point Rd	Parrish Rd to Mulino Rd	Smooth curves; add paved shoulders (Parrish Rd to Bremer Rd in accordance with the Active Transportation Plan)
3113	5-11e	Clackamas River Dr	Oregon City limits to Springwater Rd	Construct bikeway in accordance with the Active Transportation Plan. Add turn lanes at Springwater Rd and Forsythe Rd.
3114	5-11e	Fellows Rd	Redland Rd to Lower Highland Rd	Add paved shoulders and turn lanes at major intersections
3115	5-11e	Ferguson Rd	Beaver Creek Rd and Henrici Rd	Reduce the speed limit and install traffic calming
3116	5-11e	Fischers Mill Rd	Redland Rd to Springwater Rd	Add paved shoulders in accordance with the Active Transportation Plan
3117	5-11e	Forsythe Rd	Oregon City line to Bradley Rd	Add paved shoulders
3118	5-11e	Forsythe Rd	Oregon City limit to Bradley Rd	Add center turn lane and paved shoulders
3119	5-11e	Forsythe Rd	Forsythe Rd / Victory Rd intersection	Realign, widen Victory Rd; remove or decrease curves along Forsythe Rd; relocate intersection
3120	5-11e	Gard Rd	~100 ft south of Old Clarke Rd	Reconstruct bridge to accommodate paved shoulders
3121	5-11e	Gronlund Rd / Hattan Rd	Bradley Rd to Springwater Rd	Add paved shoulders and turn lanes at major intersections
3122	5-11e	Henrici Rd	Between Driftwood Dr and Shore Vista Dr	Widen bridge to accommodate paved shoulders
3123	5-11e	Holcomb Blvd	Edenwild Ln to Bradley Rd	Add paved shoulders and turn lanes at Holcomb Blvd / Bradley Rd
3124	5-11e	Kamrath Rd	Carus Rd to Spangler Rd	Safety analysis at Carus Rd, add paved shoulders, remove or decrease horizontal curves north of Spangler Rd
3125	5-11e	Knights Bridge Rd Bridge	~3,200 feet east of Barlow Rd	Replace bridge (nearing the end of its useful life)
3126	5-11e	Leland Rd	Oregon City line to Beaver Creek Rd	Add paved shoulders
3127	5-11e	Leland Rd	~1,000 ft north of Warnock Rd	Reconstruct bridge to accommodate paved shoulders
3128	5-11e	Lone Elder Rd	County line to Canby-Marquam Hwy	Add paved shoulders
3129	5-11e	Lower Highland Rd	Beaver Creek Rd to Fellows Rd	Add paved shoulders and turn lanes at major intersections
3130	5-11e	Macksburg Rd	Canby Marquam Hwy to OR 213	Add paved shoulders and turn lanes at major intersections
3131	5-11e	Maplelane Rd	~1,800 ft west of Walker Rd	Add paved shoulders
3132	5-11e	Maplelane Rd	Oregon City Urban Growth Boundary to Ferguson Rd	Add paved shoulders
3133	5-11e	Mattoon Rd	Fischers Mill Rd to Redland Rd	Add paved shoulders in accordance with the Active Transportation Plan and turn lanes at major intersections; remove vertical curves, remove horizontal curves north of Redland Rd

Table 5-3c Long Term Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
3134	5-11e	Meridian Rd	Lone Elder Rd to OR 211	Add paved shoulders
3135	5-11e	Meridian Rd	Elliott Prairie Rd to Barlow Rd	Add paved shoulders; remove or decrease horizontal and vertical curves
3136	5-11e	Miley Rd	Airport Rd to Eilers Rd	Add paved shoulders
3137	5-11e	Molalla Ave	OR 213 to Molalla City limits	Add paved shoulders
3138	5-11e	New Era Rd / Haines Rd	OR 99E to Leland Rd	Add paved shoulders
3140	5-11e	Redland Rd	~900 ft west of Holly Ln	Reconstruct bridge to include shoulders and bikeways
3141	5-11e	Redland Rd	~400 ft west of Holly Ln	Reconstruct bridge to include shoulders and bikeways
3142	5-11e	Redland Rd	Henrici Rd to Oregon City limit	Add paved shoulders and bikeway in accordance with the Active Transportation Plan
3143	5-11e	Redland Rd	Henrici Rd to Springwater Rd	Add paved shoulders and turn lanes at major intersections. For the section between Mattoon Rd and Jubb Rd, see the Active Transportation Plan.
3144	5-11e	Ridge Rd	Lower Highland Rd to Redland Rd	Add paved shoulders
3145	5-11e	Rock Creek (Kropf Rd) Bridge	~3,500 ft north of Gibson Rd	Replace bridge
3146	5-11e	S Killdeer Rd	Ferguson Road and Yeoman Road	Extend S Killdeer Rd to connect with S. Ivel Rd. and provide bike/pedestrian access
3147	5-11e	South End Rd	Oregon City limits to OR 99E	Smooth curves; add paved shoulders
3148	5-11e	Spangler Rd	Casto Rd to Beaver Creek Rd	Add paved shoulders and turn lanes at major intersections
3149	5-11e	Springwater Rd	Bakers Ferry Rd to Hayden Rd	Add paved shoulders and turn lanes at major intersections. For paved shoulders between Eaden Rd and Hayden Rd, see the Active Transportation Plan.
3150	5-11e	Thayer Rd/Ferguson Rd	Oregon City line to Redland Rd	Add paved shoulders
3151	5-11e	Toliver Rd	Dryland Rd to Molalla city Limits	Add paved shoulders in accordance with the Active Transportation Plan
3152	5-11e	Unger Rd	Beaver Creek Rd to OR 211	Add paved shoulders and turn lanes at major intersections
3153	5-11e	Union Hall Rd	Central Point Rd to El Dorado Rd	Add paved shoulders
3154	5-11f	Bird Rd	Groshong Rd to Wilhoit Rd	Add paved shoulders and turn lanes at major intersections
3155	5-11f	Blair Rd	Groshong Rd to Maple Grove Rd	Add paved shoulders and turn lanes at major intersections
3156	5-11f	Callahan Rd S / Ramsby Rd	Dickey Prairie Rd to Fernwood Rd	Add paved shoulders and turn lanes at major intersections
3157	5-11f	Dhooghe Rd	OR 211 to Fernwood Rd	Add paved shoulders and turn lanes at major intersections
3158	5-11f	Fernwood Rd	Dhooghe Rd to Callahan Rd	Add paved shoulders and turn lanes at major intersections
3159	5-11f	Gray's Hill Rd	Green Mountain Rd to OR 211	Add paved shoulders
3160	5-11f	Maple Grove Rd	Nowlens Bridge Rd to Sawtell Rd	Add paved shoulders and turn lanes at major intersections
3161	5-11f	Nowlens Bridge Rd	OR 213 to Maple Grove Rd	Add paved shoulders and turn lanes at major intersections

Table 5-3c Long Term Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
3162	5-11f	Sawtell Rd	Maple Grove Rd to Wilhoit Rd	Add paved shoulders and turn lanes at major intersections
3163	5-11f	Wildcat Rd	Wilhoit Rd to OR 213	Add paved shoulders and turn lanes at major intersections
3164	5-11f	Wright Rd	OR 211 to Callahan Rd	Add paved shoulders
3165	5-11a	Sunnyside Rd	93rd Ave to OR 212	Add pedestrian facilities and bikeways in accordance with the Active Transportation Plan
3166	5-11b	Barlow Trail Rd	Marmot Rd to Lolo Pass Rd	Add paved shoulders in accordance with the Active Transportation Plan
3167	5-11b	Marmot Rd	Ten Eyck to Barlow Trail Rd	Add paved shoulders in accordance with the Active Transportation Plan. In the interim, widen to 4-feet within Wildwood/Timberline, Zigzag, Rhododendron and Wemme/Welches.
3168	5-11c	Thiessen Rd	Webster Rd to Johnson Rd	Add pedestrian facilities and bikeways in accordance with the Active Transportation Plan
3169	5-11d	Willamette River Greenway	Lake Oswego north to County Line	Construct multi-use path in accordance with the Active Transportation Plan.
3170	5-11d	Willamette River Greenway	Canby Ferry to City of Wilsonville	Construct multi-use path in accordance with the Active Transportation Plan.
3171	5-11e	Bremer Rd	Central Point Rd to Haines Rd	Add paved shoulders in accordance with the Active Transportation Plan
3172	5-11e	Butteville Rd	Willamette River to County line	Add paved shoulders in accordance with the Active Transportation Plan
3173	5-11e	Dryland Rd	Macksburg Rd to Toliver Rd	Add paved shoulders in accordance with the Active Transportation Plan
3174	5-11e	Eaden Rd	Bakers Ferry Rd to Springwater Rd	Add paved shoulders in accordance with the Active Transportation Plan
3175	5-11e	Haines Rd	Bremer Rd to Territorial Rd	Add paved shoulders in accordance with the Active Transportation Plan
3176	5-11e	Harms Rd	Kraxberger Rd to Macksburg Rd	Construct bikeway in accordance with Active Transportation Plan
3177	5-11e	Hwy 170 / Kraxberger Rd	City of Canby to Harms Rd	Add paved shoulders in accordance with the Active Transportation Plan
3178	5-11e	Jubb Rd	Redland Rd to Springwater Rd	Add paved shoulders in accordance with the Active Transportation Plan
3179	5-11e	Kamrath Rd	Leland Rd to Carus Rd	Add paved shoulders in accordance with the Active Transportation Plan
3180	5-11e	Knights Bridge Rd / Barlow Rd / Arndt Rd	Canby boundary to Airport Rd	Add bikeway in accordance with the Active Transportation Plan
3181	5-11e	Territorial Rd	Haines Rd to OR 99E	Add bikeways in accordance with the Active Transportation plan
3182	5-11e	Willamette River Greenway	Oregon City to Canby	Construct multi-use path in accordance with the Active Transportation Plan.

Removed Projects:

3117: removed due to duplication with 3118

3166: removed due to duplication with 3035

Table 5-3d Regional Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description	Priority
4000	County-wide	TSP Refinement	State facility locations applicable where mobility target is not met in 2035	TSP Refinement to develop alternative mobility targets for state facilities consistent with Oregon Highway Plan (OHP) 1F3.	High
4001	5-11a	I-205 / Sunnyside Road interchange	I-205 / Sunnyside Road interchange	Add dual northbound right-turns; install bike signal; construct sidewalk extension / bulb to accommodate pedestrians and bicyclists around signal pole.	High
4002	5-11a	OR 212	OR 212 / 172nd Ave intersection	Add second eastbound left-turn lane	High
4003	5-11a	OR 212	SE 162nd to Anderson Rd	Add bikeways, pedestrian facilities ways, and landscape pedestrian facilities buffer; widen to 6 lanes within Happy Valley; add center turn lane within Damascus	High
4004	5-11a	OR 213	Sunnybrook Blvd to Portland City Limits	Extend fiberoptic communications, CCTV at key intersections and adaptive signal timing	High
4005	5-11a	OR 224	OR 224 / Lake Rd / Webster Rd intersection	Add turn-lanes, including second left-turn lane on westbound OR 224, second left-turn lane and right-turn lane on northbound SE Webster Rd, and second left-turn lane on southbound SE Lake Rd	High
4006	5-11a	OR 224	OR 224 / Johnson Rd intersection	Add second left-turn lane on westbound OR 224	High
4007	5-11a	OR 224	OR 224 / Hubbard Rd / 135th Ave intersection	Add intersection improvements, including right-turn lanes	High
4008	5-11a	OR 224	Springwater Rd / OR 224 intersection	Add signal and turn lanes on all approaches	High
4009	5-11a	OR 224	Rock Creek Junction to Midway St	Widen to four lanes; add bikeways.	High
4010	5-11a	Sunrise Project - Preliminary Engineering	Webster Rd/ OR 224 to 172nd Ave / OR 212	Preliminary engineering from Webster Rd to 172nd Ave	High
4011	5-11a	Sunrise Project - Right-of-Way	Webster Rd/ OR 224 to 172nd Ave / OR 212	Acquire right-of-way to accommodate 6 lane expressway plus auxiliary lanes	High
4012	5-11a	SunriseProject - Multi-use Path	122nd to Rock Creek Junction	Construct multi-use path from 122nd to Rock Creek Junction parallel to the Sunrise project consistent with FEIS.	High
4013	5-11b	OR 224	OR 224 /232nd Ave intersection	Install traffic signal or roundabout	High
4014	5-11b	OR 224	Eaglecreek Rd / OR 224 intersection	Install signal	High
4015	5-11c	OR 99E	Milwaukie city limit to Gladstone city limit	Add bikeways, pedestrian facilities ways, median enhancements, crosswalks and pedestrian facilities refuges	High
4016	5-11d	I-205	Stafford Rd to OR 99E	Work with ODOT, Metro, Oregon City, West Linn and any other effected jurisdictions to analyze and develop a solution to the transportation bottle neck on I-205 between Oregon City and I-205 / Stafford Road Interchange. Possible solutions include widening to 3-lanes in each direction.	High
4017	5-11e	I-205	Willamette River to West Linn city limit	Add southbound truck climbing lane	High
4018	5-11e	I-205	I-205 Corridor	Corridor-wide operational improvements	High
4019	5-11e	OR 211	Beavercreek Rd, Union Hall Rd to Dhooghe Rd	Widen to include shoulders, bikeways, add passing lanes where needed and turn lanes at major intersections	High
4020	5-11e	OR 213	OR 213 / Spangler Rd intersection	Install traffic signal to replace existing two-way stop	High

Table 5-3d Regional Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description	Priority
4021	5-11e	OR 213	OR 213 / Henrici Rd intersection	Install traffic signal or roundabout and additional intersection improvements as needed	High
4022	5-11e	OR 213	OR 213 / Leland Rd intersection	Add northbound through auxiliary lane	High
4023	5-11e	OR 213	Leland Rd / Union Hall Rd intersection	Add southbound auxiliary lane	High
4024	5-11e	OR 213	Mulino to Molalla	Perform road safety audit or transportation safety review to identify appropriate safety improvements	High
4025	5-11e	OR 99E	OR 99E / Barlow Rd intersection	Add left-turn lane on southbound Barlow Rd - To widen Barlow Rd to add a southbound left turn lane on the north approach would need to modify the existing railroad crossing warning system	High
4026	5-11a	I-205 / Johnson Creek Blvd interchange	I-205 / Johnson Creek Blvd interchange	Add loop ramp and northbound on-ramp; realign southbound off-ramp and install dual right-turn lanes	Medium
4027	5-11a	I-205 / OR 212/224 Interchange	In vicinity of Roots Rd and McKinley Ave	Connect bikeways in accordance with the Active Transportation Plan	Medium
4028	5-11a	OR 212	Rock Creek Junction to 172nd	Construct climbing lane	Medium
4029	5-11a	OR 212	OR 212 / SE 162nd Ave intersection	Add left-turn pockets and traffic signal	Medium
4030	5-11a	OR 213	Sunnyside Rd to Sunnybrook Rd	Widen to 7 lanes with boulevard treatments	Medium
4031	5-11a	OR 213	OR 213 / Harmony Rd / Sunnyside Rd intersection	Add bikeways, pedestrian facilities ways, dual northbound and southbound left-turn lanes, and lighting; convert driveways north of intersection to right-in / right-out	Medium
4032	5-11a	OR 224	OR 224 / Rusk Rd off-ramp	Extend right-turn lane on OR 224	Medium
4033	5-11a	OR 224	Milwaukie city limits to I-205	Construct multi-use path as parallel route to OR 224	Medium
4034	5-11a	OR 224	Lake Rd / Johnson Rd / Pheasant Ct	Realign Lake Rd / Johnson Rd to provide southern OR 224 access via Pheasant Ct; add turn lanes at OR 224 / Pheasant Ct intersection; close access at Lake / Webster south of OR 224	Medium
4035	5-11a	OR 99E	OR 99E / Jennings Ave intersection	Determine safe connection of Trolley Trail at OR 99E / Jennings Ave intersection	Medium
4036	5-11a	Sunrise Project	I-205 to 172nd Ave	Construct improvements to 172nd	Medium
4037	5-11b	OR 211	Hayden Rd to OR 224	Widen to rural arterial standard with shoulders, bikeways in accordance with the Active Transportation Plan and turn lanes at major intersections	Medium
4038	5-11b	US 26	Govt. Camp Loop W to OR 35	Implement Finding of Mt Hood Multimodal Study including phased safety improvements	Medium
4039	5-11b	US 26	OR 35 Junction to Wasco County line	Widen roadway to include bikeways /shoulders, add passing lanes where needed and turn lanes at major intersections	Medium
4040	5-11e	OR 211	OR 170 (Canby-Marquam Hwy) / OR 211 intersection	Install eastbound and westbound left-turn lanes, and eastbound right-turn lane; remove or decrease horizontal curve	Medium
4041	5-11e	OR 211	Marion County line to OR 170 (Canby-Marquam Hwy)	Widen to include shoulders, bikeways, add passing lanes where needed and turn lanes at major intersections	Medium
4042	5-11e	OR 99E	Barlow Rd to Marion County line	Four lane widening with median, left-turn lanes from mile post 24.05	Medium
4043	5-11e/f	OR 213	Oregon City boundary to Marion County line	Add shoulders and bikeways	Medium

Table 5-3d Regional Capital Projects

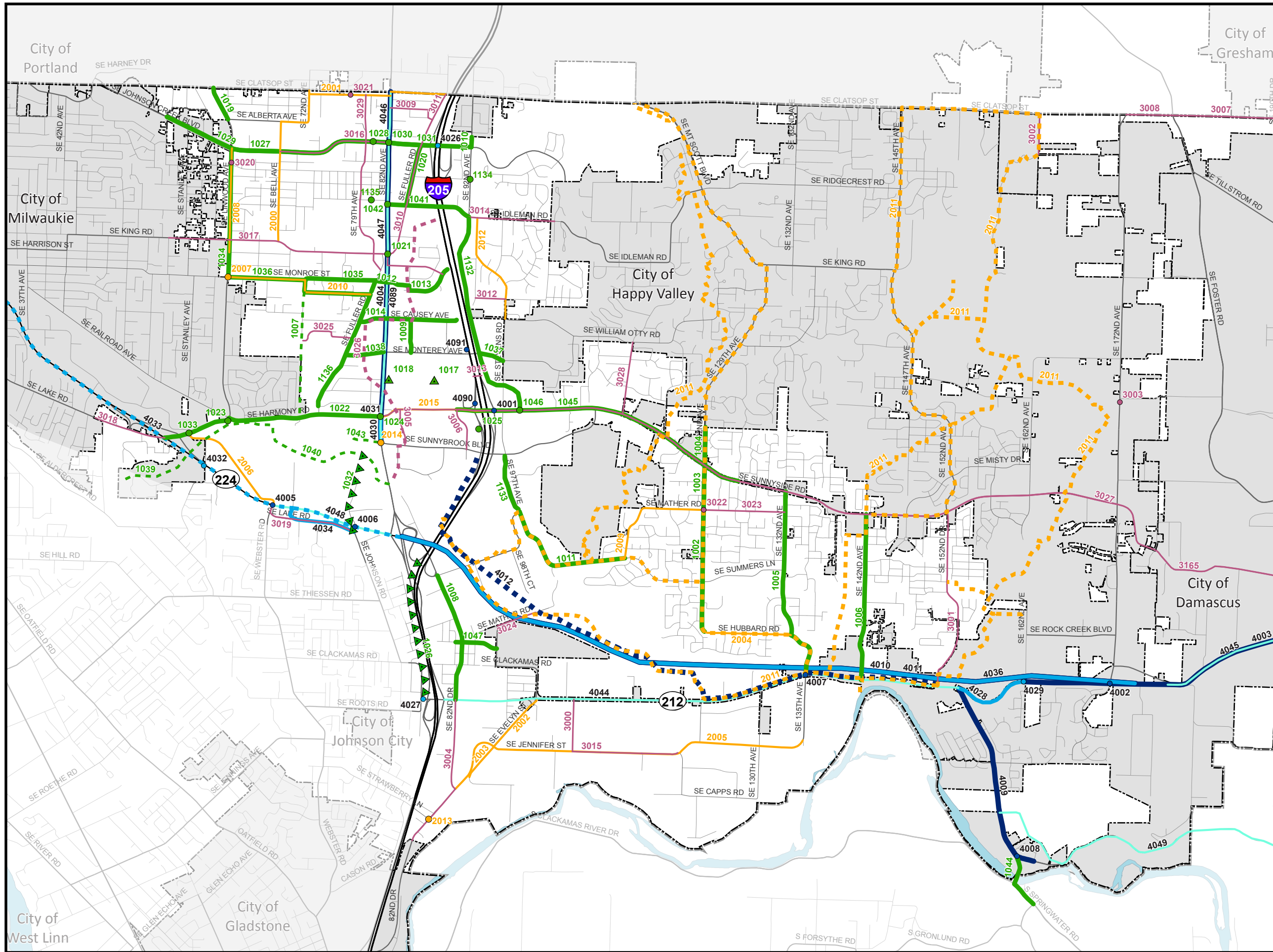
Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description	Priority
4044	5-11a	OR 212	I-205 to OR 224	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4045	5-11a	OR 212	Within the Damascus City Limits (Armstrong Cr to 257th)	Obtain right-of-way for future 4 lane facility with planted median and 5 lanes at major intersections; build as major development occurs and apply access management to reduce number of driveways.	Low
4046	5-11a	OR 213	Clatsop St to Sunnyside Rd	OR 213/82nd Avenue Boulevard Design Improvements - Widen to add sidewalks, lighting, central median, planting strips and landscaping; fill gaps in the bike and pedestrian facilities network. Add pedestrian crossings in the vicinity of Luther Rd, Glencoe Rd and south of Boyer Dr. Install access management median Hinkley Ave to Lindy St and Monterey Ave to Harmony Rd. Install advanced street name signs from Sunnyside Rd to Sunnyside Dr. Remove signal at north entrance of Clackamas Town Center and evaluate traffic diversion. 2014 ODOT OR 213 paving project programmed King to OR 224.	Low
4047	5-11a	OR 213 (82nd Ave)	Luther Road to Sunnybrook Blvd	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4048	5-11a	OR 224	Webster Rd and 82nd Ave	Provide frontage connection on the north side of OR 244	Low
4049	5-11a	OR 224	Springwater Rd to 232nd Dr	Shoulder widening, horizontal realignment, realignment of roadway to bluff	Low
4050	5-11b	OR 211	OR 224 to eastbound US 26	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4051	5-11b	OR 211	OR 224 to Hillcockburn Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4052	5-11b	OR 211	Tickle Creek Rd/OR 211 intersection	Remove or decrease horizontal curve, relocate intersection	Low
4053	5-11b	OR 211	362nd Dr / OR 211 intersection	Remove or decrease vertical curve and remove vegetation	Low
4054	5-11b	OR 211	Eagle Creek Rd to Tickle Creek Rd	Widen to include bikeways /shoulders and add passing /climbing lanes where needed	Low
4055	5-11b	OR 211	0.14 miles east of Coop Rd to Jackknife Rd	Widen to add shoulder / bikeways; realign to remove horizontal and vertical curves	Low
4056	5-11b	OR 211	Tickle Creek Rd to 362nd Dr	Widen to include bikeways /shoulders and add passing /climbing lanes where needed	Low
4057	5-11b	OR 211	Bornstedt Rd to City of Sandy	Add shoulders and bikeways	Low
4058	5-11b	OR 224	232nd Ave to OR 211	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4059	5-11b	OR 224	Fish Creek Rd to National Forest Rd 46	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4060	5-11b	OR 224	Bakers Ferry Rd / OR 224 intersection	Add eastbound right-turn lane	Low
4061	5-11b	OR 224	Amisigger Rd / OR 224 intersection	Install traffic signal; add southbound and eastbound left-turn lanes and westbound right-turn lane	Low
4062	5-11b	OR 224	Heiple Rd / OR 224 intersection	Add southbound right-turn lane	Low
4063	5-11b	OR 224	OR 212 to Estacada city limits	Widen to include shoulders and bikeways; add passing lanes where needed	Low
4065	5-11b	US 26	US 26 / Haley Rd intersection	Develop a plan to address to address access and safety issues on US 26 at this intersection and implement that plan	Low

Table 5-3d Regional Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description	Priority
4066	5-11b	US 26	Kelso Rd to Duncan Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4067	5-11b	US 26	Duncan Rd to Langensand Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4068	5-11b	US 26	Firwood Rd to Sleepy Hollow Dr	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4069	5-11b	US 26	Rhododendron to OR 35	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4070	5-11b	US 26	US 26 / Firwood Rd intersection	Add eastbound right-turn lane	Low
4071	5-11b	US 26	US 26 / Brightwood Loop W	Add westbound right-turn lane	Low
4072	5-11b	US 26	US 26 / Brightwood Loop E	Add westbound right-turn lane	Low
4073	5-11b	US 26	Lolo Pass Rd to Govt. Camp Loop Rd. W	Implement Finding of Mt Hood Multimodal Study including ITS approach with variable speed signage; construct multi-use path between Lolo Pass Rd and John Lake Rd; add enhanced pedestrian crossing, sidewalks, curbs, gutters, pedestrian refuge island, pedestrian illumination and access management in Rhododendron; construct multi-use path connecting Mt. Hood Express transit stop and Pioneer Bridle Trailhead	High
4074	5-11c	OR 99E	Park Ave to Gladstone city limits	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4075	5-11d	OR 43	Lake Oswego to Portland	Develop active transportation connection in accordance with the Active Transportation Plan.	Low
4076	5-11e	OR 211	Dhooghe Rd / OR 211 intersection	Remove or decrease horizontal curve, relocate intersection	Low
4077	5-11e	OR 211	OR 170 (Canby-Marquam Hwy) to City of Molalla	Add shoulders and bikeways	Low
4078	5-11e	OR 211	Needy Rd to 0.6 miles west of Needy Rd	Remove or decrease vertical curve to allow passing zone, add passing lane in one or both directions, possible relocation of intersection	Low
4079	5-11e	OR 211	Molalla city limits to Hayden Rd	Widen to rural arterial standard (2 lanes) with shoulders and bikeways	Low
4080	5-11e	OR 211	Beavercreek Rd to Upper Highland Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4081	5-11e	OR 213	OR 213 / Carus Rd intersection	Install traffic signal to replace existing two-way stop See U339	Low
4082	5-11e	OR 213	OR 213 / Beavercreek Rd intersection	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4083	5-11e	OR 213	Carus Rd / OR 213 intersection	Install southbound left-turn and right-turn lanes	Low
4085	5-11e	OR 99E	Oregon City to Canby	Add shoulders and bikeways	Low
4086	5-11e	OR 99E	Sequoia Parkway to Lone Elder Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4087	5-11e	OR 99E	Territorial Rd to Metro boundary	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4088	5-11b	Government Camp Loop Rd	US 26 to US 26	Add bikeways through Government Camp in accordance with the Active Transportation Plan	High
4089	5-11a	OR 213	Causey Ave to King Rd	Work with TriMet and ODOT to evaluate the Business Access Transit lane and identify projects / approaches to improve safety and enhance transit operation.	High

Table 5-3d Regional Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description	Priority
4090	5-11a	I-205 MUP	I-205 SB Ramp / Sunnyside Rd	Travelling south on the I-205 multi-use path, install a pedestrian signal to cross the I-205 southbound / Sunnyside right turn lane. Perform traffic analysis to evaluate impacts to vehicle queuing. Modification subject to ODOT approval.	High
4091	5-11a	I-205 MUP	Monterey Ave	Install parabolic mirror and/or signage to resolve limited sight distance issues at the intersection of the I-205 MUP and the path extension at Monterey Ave.	High
4092	5-11b	US 26	Arrah Wanna Blvd to Welches Rd	Add multi-use path on north side of US 26	High
4093	5-11b	US 26	Main Park Rd to Salmon River Rd	Add multi-use path on south side of US 26	High
4094	5-11b	US 26 / Welches Rd	US 26 / Welches Rd	Pedestrian and ADA improvements at signal, including crossing improvements on the north side of the intersection.	Medium
4095	5-11b	US 26 / Arrah Wanna Blvd	US 26 / Arrah Wanna Blvd	Install a continental style crosswalk, accompanied by roadway and streetscape improvements	Medium
4096	5-11b	US 26 / Salmon River Rd	US 26 / Salmon River Rd	Install an enhanced pedestrian crossing	High



Capital Improvement Plan

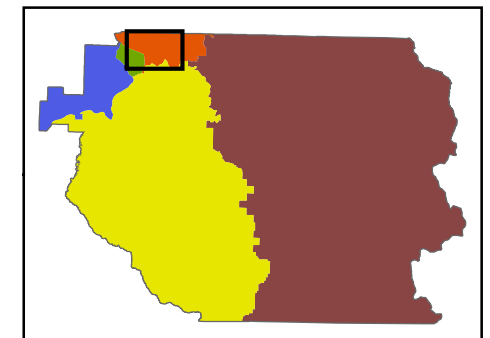
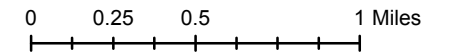
Greater Clackamas Regional Center / Industrial Area

- Priority**
- 20-Year Capital Projects (Table 5-3a)
 - Preferred Capital Projects (Table 5-3b)
 - Long-Term Capital Project Needs (Table 5-3c)

Projects on Non-County Facilities

- Priority**
- High (Table 5-3d)
 - Medium (Table 5-3d)
 - Low (Table 5-3d)

- ▲ Study*
 - Multi-Use Path*
 - Metro Urban Growth Boundary
 - Incorporated City
- *Symbol color consistent with Priority symbologies shown above

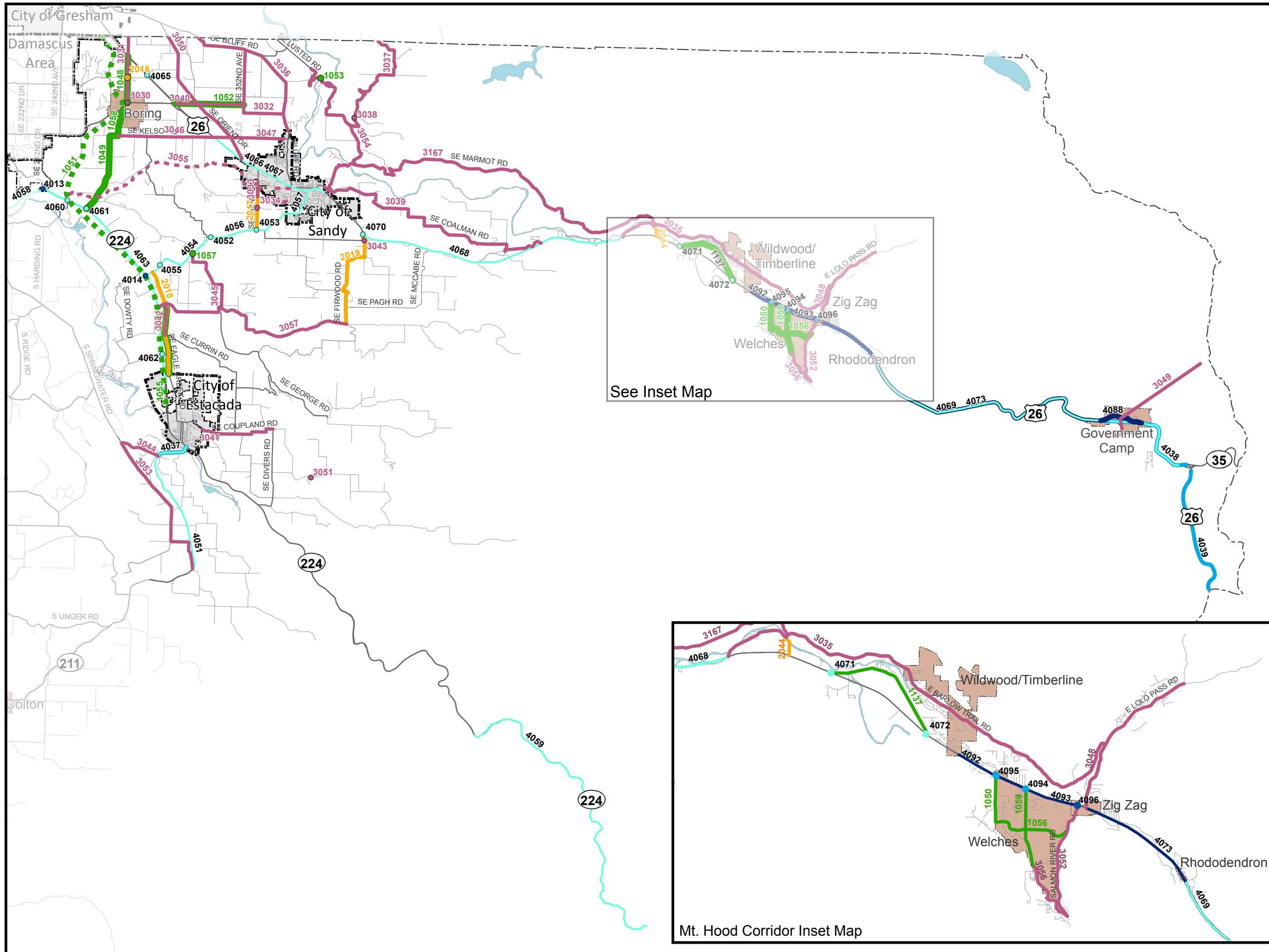


Last Amended January 18, 2017



CLACKAMAS COUNTY COMPREHENSIVE PLAN

MAP 5-11a



Capital Improvement Plan

East County

Priority

- 20-Year Capital Projects (Table 5-3a)
- Preferred Capital Projects (Table 5-3b)
- Long-Term Capital Project Needs (Table 5-3c)

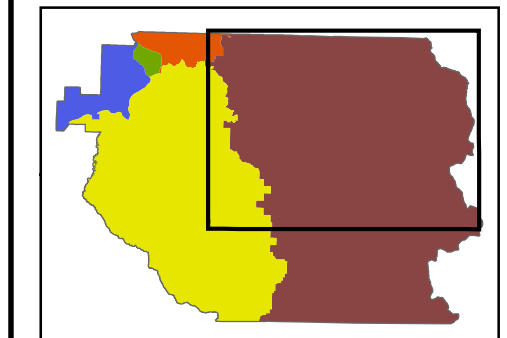
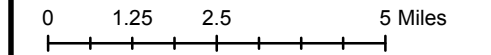
Projects on Non-County Facilities

Priority

- High (Table 5-3d)
- Medium (Table 5-3d)
- Low (Table 5-3d)

- ▲ Study*
- Multi-Use Path*
- Metro Urban Growth Boundary
- Incorporated City

*Symbol color consistent with Priority symbologies shown above



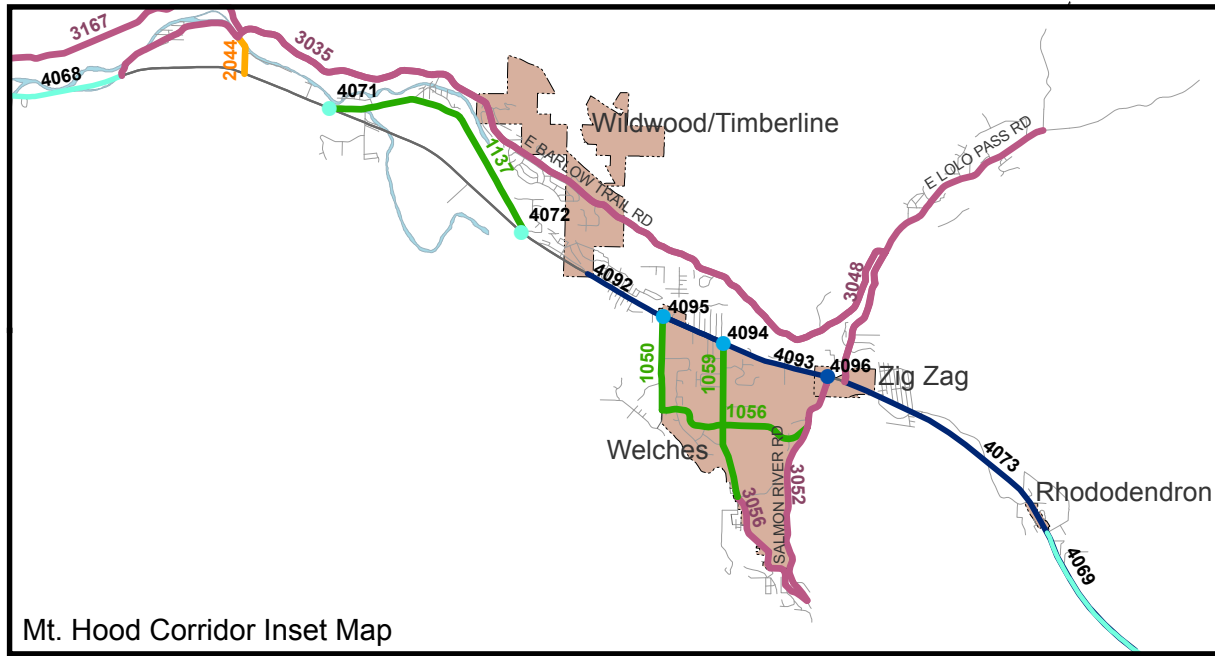
Last Amended January 18, 2017



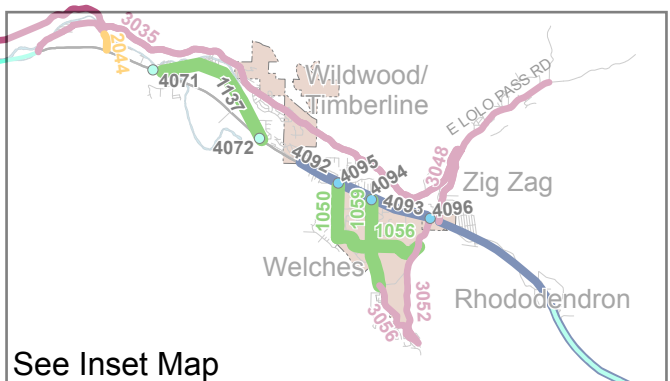
Department of Transportation & Development
150 Beaver Creek Rd Oregon City, OR 97045

CLACKAMAS COUNTY
COMPREHENSIVE PLAN

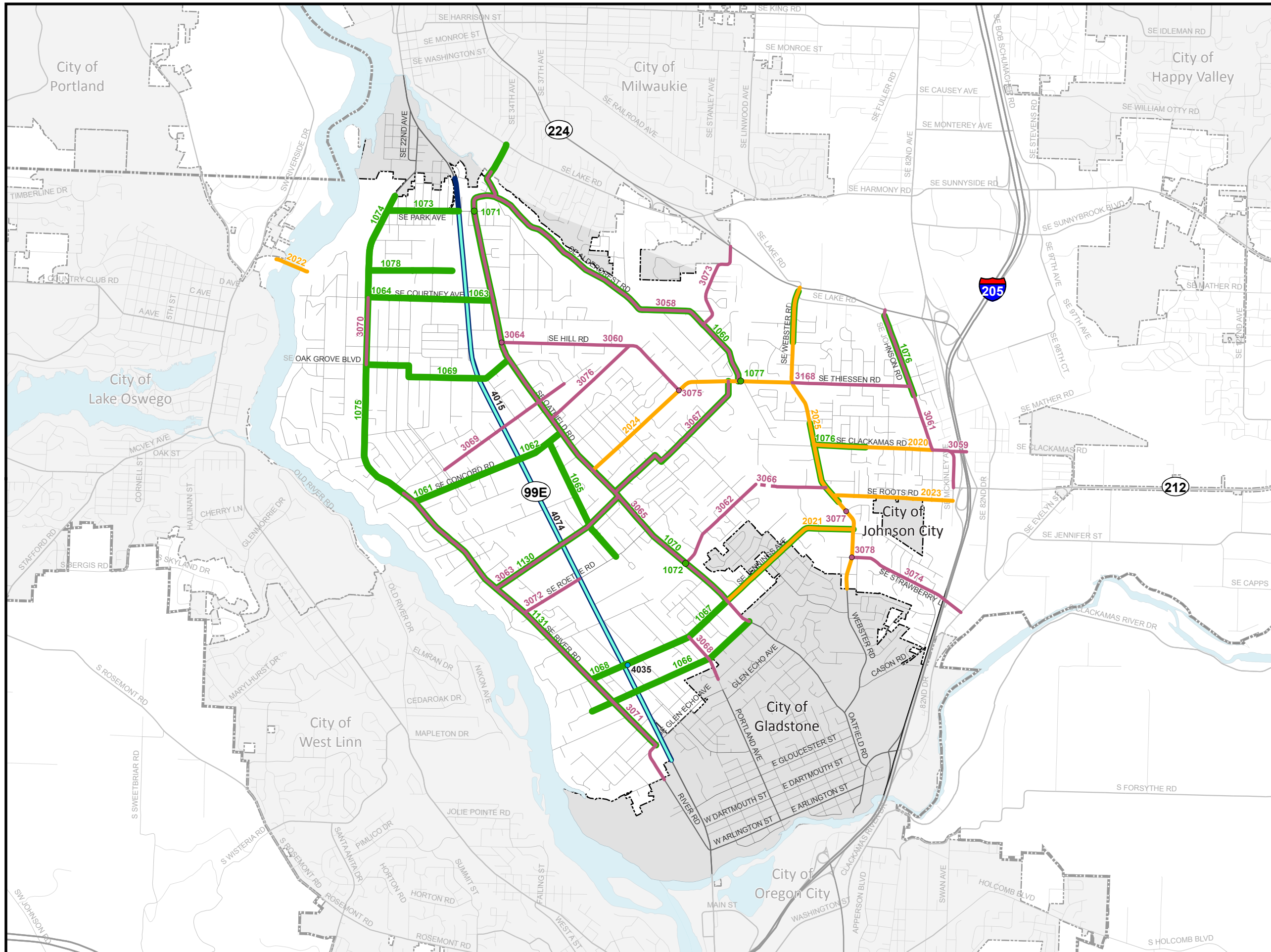
MAP 5-11b



Mt. Hood Corridor Inset Map



See Inset Map



Capital Improvement Plan

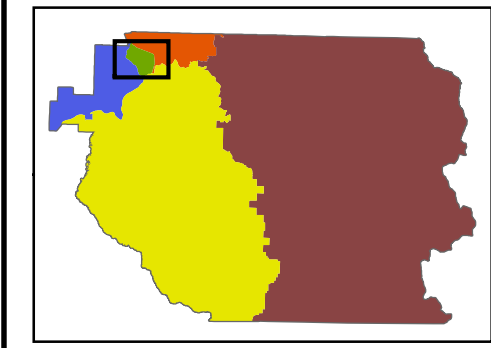
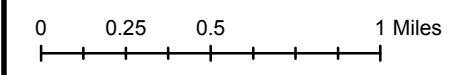
Greater McLoughlin Area

- Priority**
- 20-Year Capital Projects (Table 5-3a)
 - Preferred Capital Projects (Table 5-3b)
 - Long-Term Capital Project Needs (Table 5-3c)

Projects on Non-County Facilities

- Priority**
- High (Table 5-3d)
 - Medium (Table 5-3d)
 - Low (Table 5-3d)

- ▲ Study*
 - Multi-Use Path*
 - Metro Urban Growth Boundary
 - Incorporated City
- *Symbol color consistent with Priority symbologies shown above

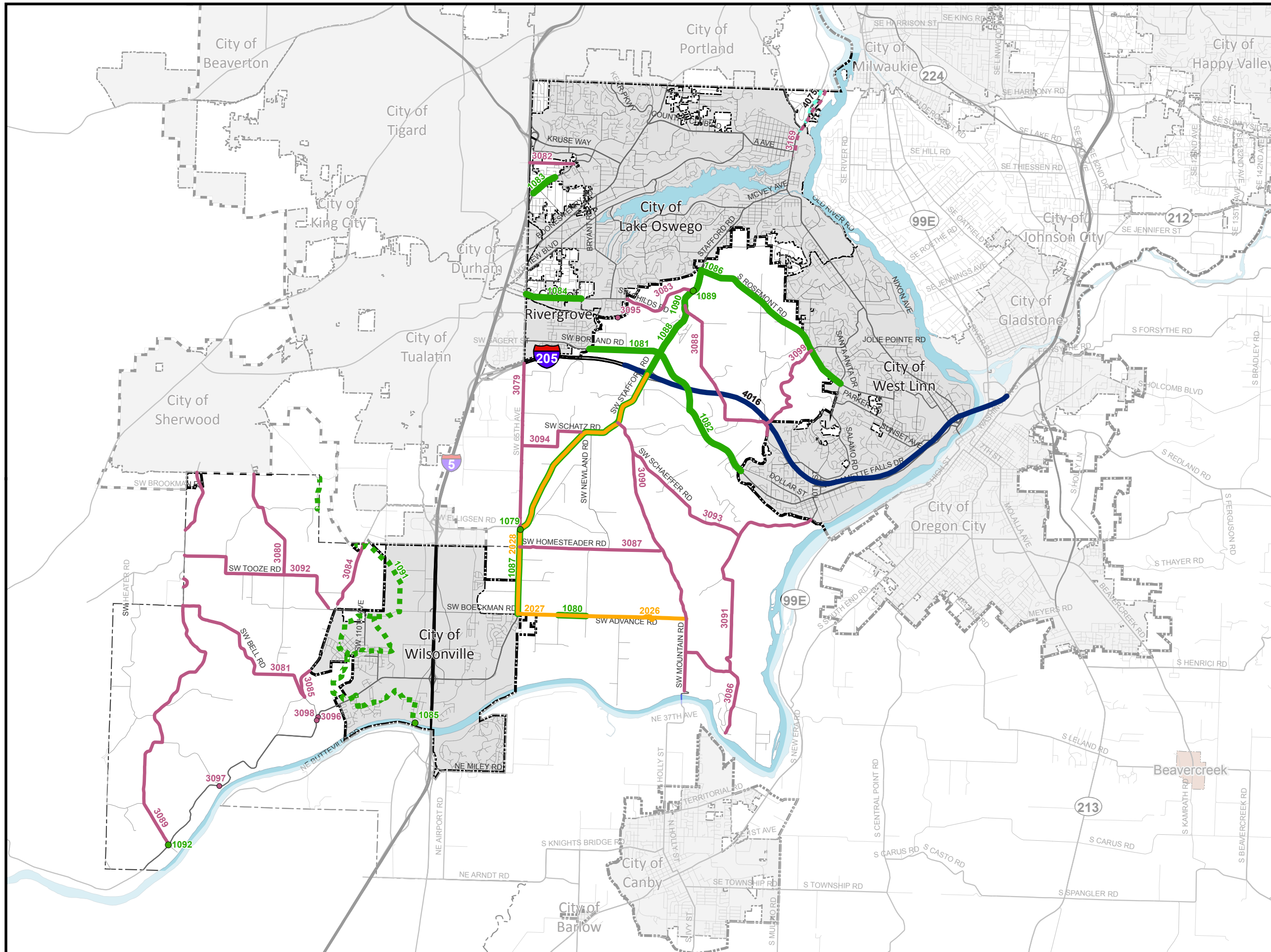


Last Amended June 1, 2015



CLACKAMAS COUNTY
COMPREHENSIVE PLAN

MAP 5-11c



Capital Improvement Plan

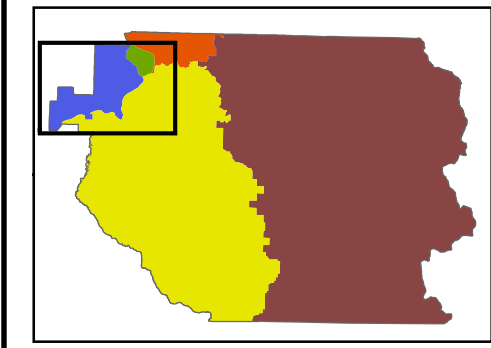
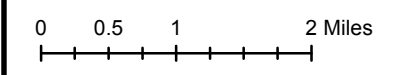
Northwest County

- Priority**
- 20-Year Capital Projects (Table 5-3a)
 - Preferred Capital Projects (Table 5-3b)
 - Long-Term Capital Project Needs (Table 5-3c)

Projects on Non-County Facilities

- Priority**
- High (Table 5-3d)
 - Medium (Table 5-3d)
 - Low (Table 5-3d)

- ▲ Study*
 - Multi-Use Path*
 - Metro Urban Growth Boundary
 - Incorporated City
- *Symbol color consistent with Priority symbologies shown above

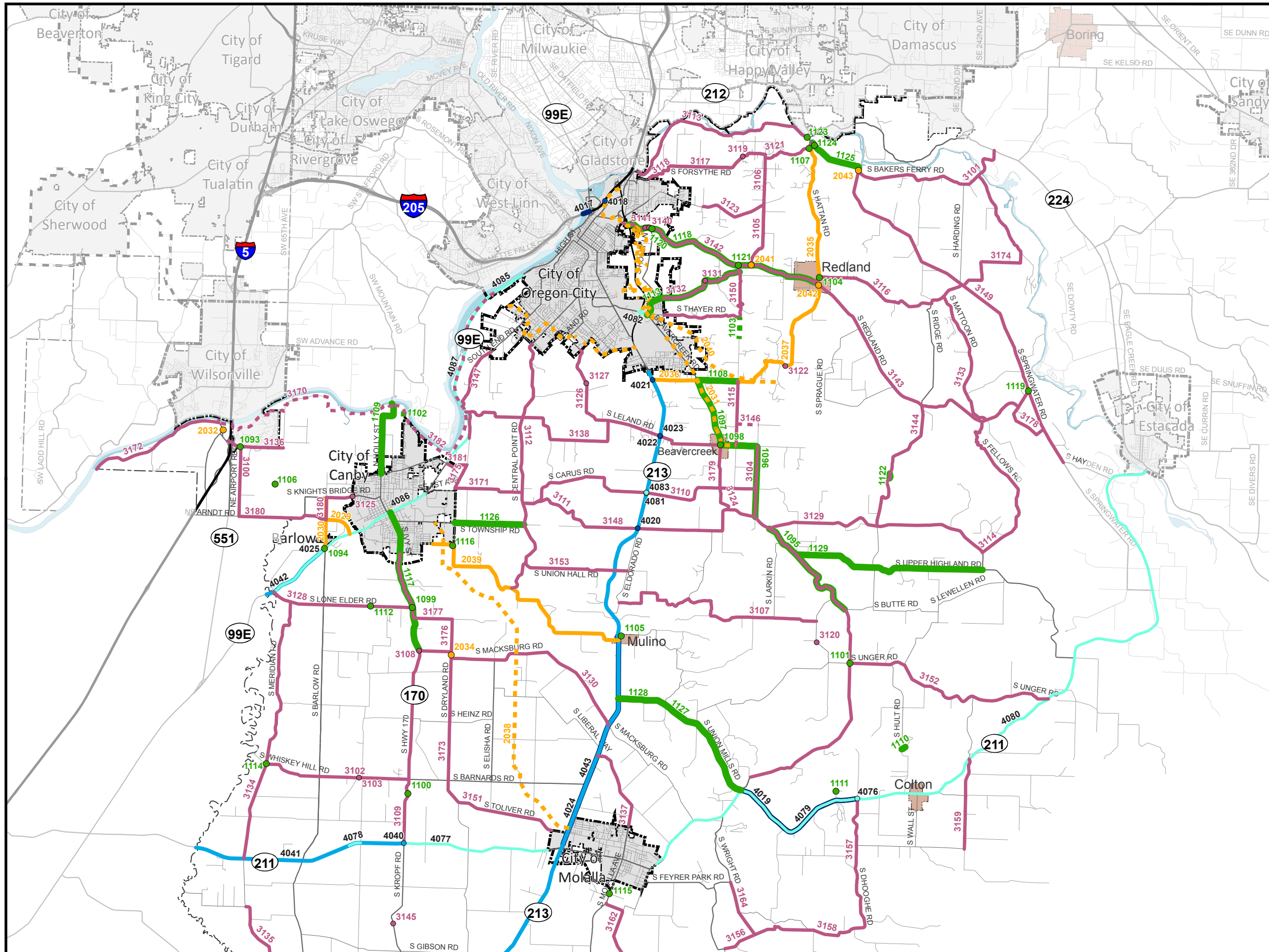


Last Amended June 1, 2015



CLACKAMAS COUNTY
COMPREHENSIVE PLAN

MAP 5-11d



Capital Improvement Plan

Southwest County - Northern Portion

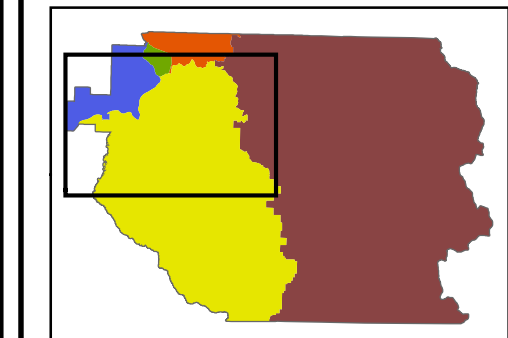
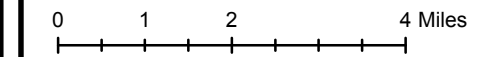
- Priority**
- 20-Year Capital Projects (Table 5-3a)
 - Preferred Capital Projects (Table 5-3b)
 - Long-Term Capital Project Needs (Table 5-3c)

Projects on Non-County Facilities

- Priority**
- High (Table 5-3d)
 - Medium (Table 5-3d)
 - Low (Table 5-3d)

- ▲ Study*
- Multi-Use Path*
- Metro Urban Growth Boundary
- Incorporated City

*Symbol color consistent with Priority symbolologies shown above



Last Amended June 1, 2015



CLACKAMAS COUNTY
 COMPREHENSIVE PLAN

MAP 5-11e

Capital Improvement Plan

Southwest County - Southern Portion

Priority

- 20-Year Capital Projects (Table 5-3a)
- Preferred Capital Projects (Table 5-3b)
- Long-Term Capital Project Needs (Table 5-3c)

Projects on Non-County Facilities

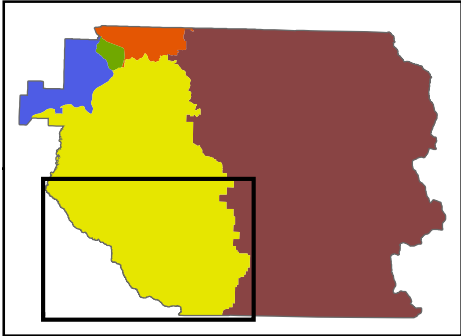
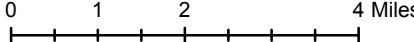
Priority

- High (Table 5-3d)
- Medium (Table 5-3d)
- Low (Table 5-3d)



- ▲ Study*
- Multi-Use Path*
- Metro Urban Growth Boundary
- Incorporated City

*Symbol color consistent with Priority symbologies shown above



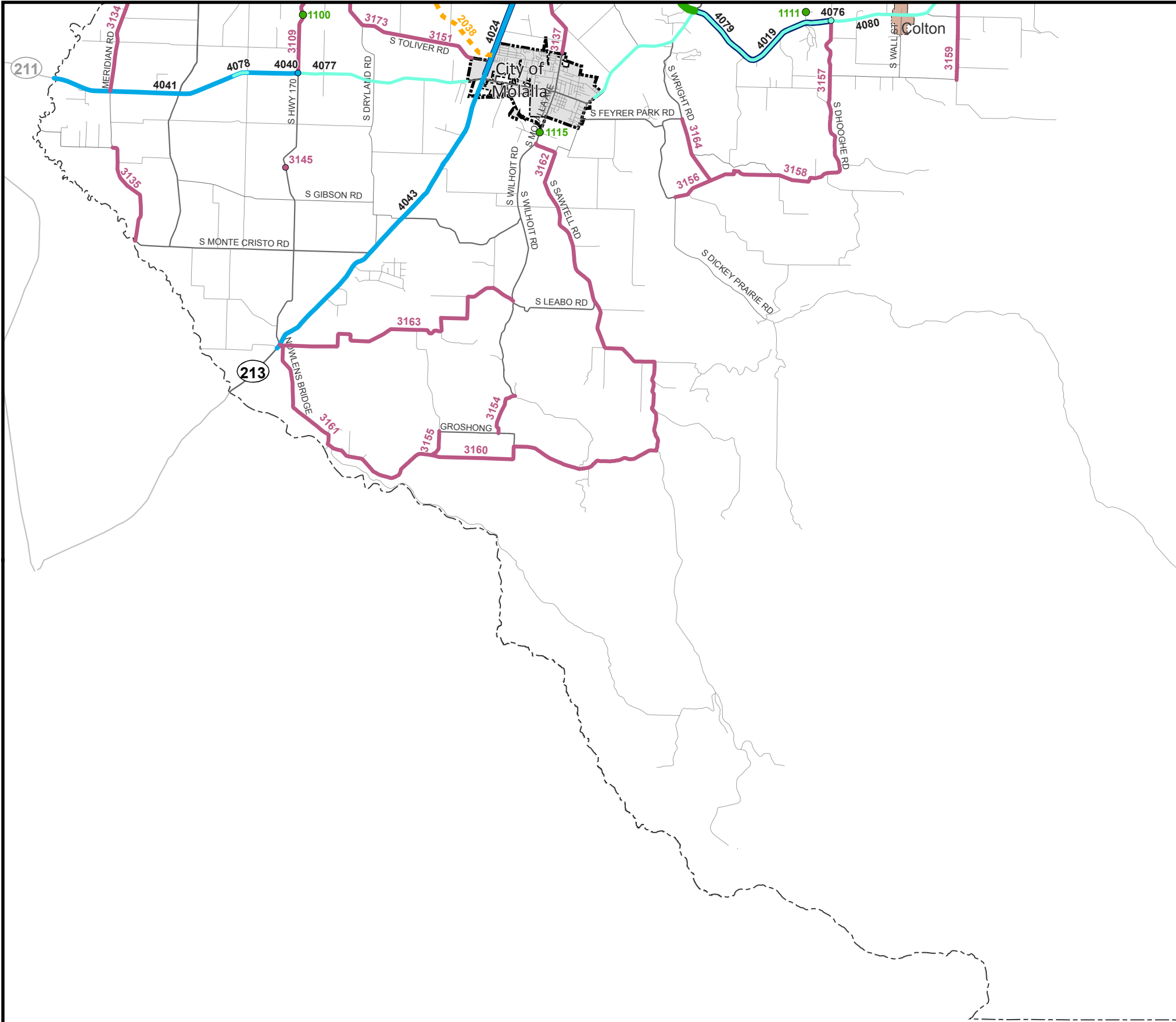
Last Amended June 1, 2015



Department of Transportation & Development
150 Beaver Creek Rd Oregon City, OR 97045

CLACKAMAS COUNTY
COMPREHENSIVE PLAN

MAP 5-11f





Part 2

Appendix C

Preliminary Systemic Safety Analysis

Appendix C - Preliminary Systemic Safety Analysis

Systemic safety treatments are meant to be deployed at locations with identified corresponding contributing factors for fatal and severe injury crashes. These locations may, or may not, have a history of severe crashes, but have characteristics that are similar to other sites where they have occurred. The County may be able to reduce risk of fatal and severe injury crashes occurring by proactively deploying countermeasures systemically across locations with characteristics identified in the systemic screening, which is expected to be completed beyond what is contained in this appendix as a follow-up to this plan.

Part 1 of the plan identified the top seven most frequent contributing factors to fatal and serious injury crashes: Inexperienced Drivers, Roadway Departures, Aggressive Driving, Motorcyclists, Alcohol/Drugs, Senior Drivers, and Pedestrians and Bicyclists. It also identified several action items to reduce crashes in each of these areas; though it did not describe specific infrastructure treatments and locations. The systemic network screening analysis was able to use available data to further evaluate contributing factors to roadway departure and pedestrian and bicycle crashes. This appendix builds on Part 1 by describing specific infrastructure countermeasures, in addition to those programmed and planned countermeasures identified in the Part 2 report, that could be deployed systemically to reduce roadway departure crashes and crashes involving people walking and bicycling.

Systemic Screening Methodology

The systemic approach to safety is complementary to the traditional site-specific approach and the Federal Highway Administration (FHWA) recommends that agencies use both approaches¹. The objective of a systemic approach to safety is to identify countermeasures that address high-risk roadway characteristics through system-wide analysis of specific target crash types and/or severities. This method focuses on system-wide roadway characteristics, rather than specific high-crash locations. This results in the method being **particularly effective at reducing severe crashes on rural roads and involving vulnerable users** (i.e., pedestrians, bicyclists, motorcyclists)². Oftentimes agencies use the systemic approach to deploy countermeasures that are low-cost and can be readily implemented at a range of sites³. The County has systemically deployed countermeasures in the past, including the flashing yellow arrow (FYA) with pedestrian inhibit features at signalized intersections with permissive/protected left-turns.

Fatal and serious injury crashes are spread throughout the county. They do not always occur at the same locations year after year. Further, many of these severe crashes have occurred in locations with only one or two crashes over the past seven years and that may not experience another crash for several more

¹ <https://safety.fhwa.dot.gov/systemic/about.cfm>

² Walden, T.D., Lord, D., Ko, M., Geedipally, S., and Wu, L. *Developing Methodology for Identifying, Evaluating, and Prioritizing Systemic Improvements*. Traffic Operations Division, Texas Department of Transportation, August 2015.

³ Julian, F. *Systemic Approach Versus Black Spot Approach*, 2011.

years. Similarly, there will likely be severe crashes in the coming years at locations that have experienced few, if any, crashes in the past seven years. One way to proactively mitigate the risk for fatal and severe injury crashes in these low-crash locations is through the systemic approach to safety. For this plan, the systemic approach involves reviewing county-wide crash, road, and traffic data to identify roadway and traffic features that are correlated with fatal and serious injury crashes. By identifying these features, the County can deploy countermeasures to proactively mitigate them in locations where they are present, regardless of crash history at specific locations.

Crash Data

The systemic screening uses crash data from the years 2009 to 2015 provided by Clackamas County. The crash data is limited to County-owned roadways. Crash types examined in the systemic screening include:

- Fatal and Severe Injury Crashes
- Aggressive Driving Crashes
- Roadway Departure Crashes
- Pedestrian and Bicycle Crashes

Roadway and Traffic Data

Clackamas County maintains various roadway and traffic databases. This analysis is limited to complete datasets provided to the project team. Roadway and traffic data considered in this analysis includes:

- Road surface width (primarily used as a surrogate for number of lanes)
- Median width
- Speed limit
- Shoulder type
- Shoulder width

Systemic Screening Findings

The analysis found a variety of trends related to crash types, as described in detail below. Some of the most notable trends identified include:

- Roadway departure crashes are most likely to occur on higher-speed two-lane roads with limited shoulders.
- Lower speed limits are correlated to a lower frequency of severe crashes.
- Crashes involving a pedestrian or bicyclist occur most frequently on roadways with speed limits ranging from 30 mph to 40 mph.

Fatal and Severe Injury Crashes

- Lower speed limits are correlated with a lower frequency of severe crashes. (Exhibit 1)
- Two-lane roadways are more likely to have severe crashes than multilane roadways. There could be a number of confounding factors that contribute to this result, including the average speeds of the respective roads and their surrounding land-use contexts. (Exhibit 2)
- Curbed shoulders are correlated with a lower percentage of severe crashes than gravel shoulders. This is likely because curbed shoulders are more frequently found in urban street contexts where speeds are lower, while gravel shoulders are more frequently found on rural or higher-speed roadways. (Exhibit 3)
- Presence of medians was associated with a lower frequency of severe crashes; however, the width of this median is not associated with an effect on the frequency of severe crashes, but this is a small sample. (Exhibit 4)

Exhibit 1 – Crashes by Speed Limit

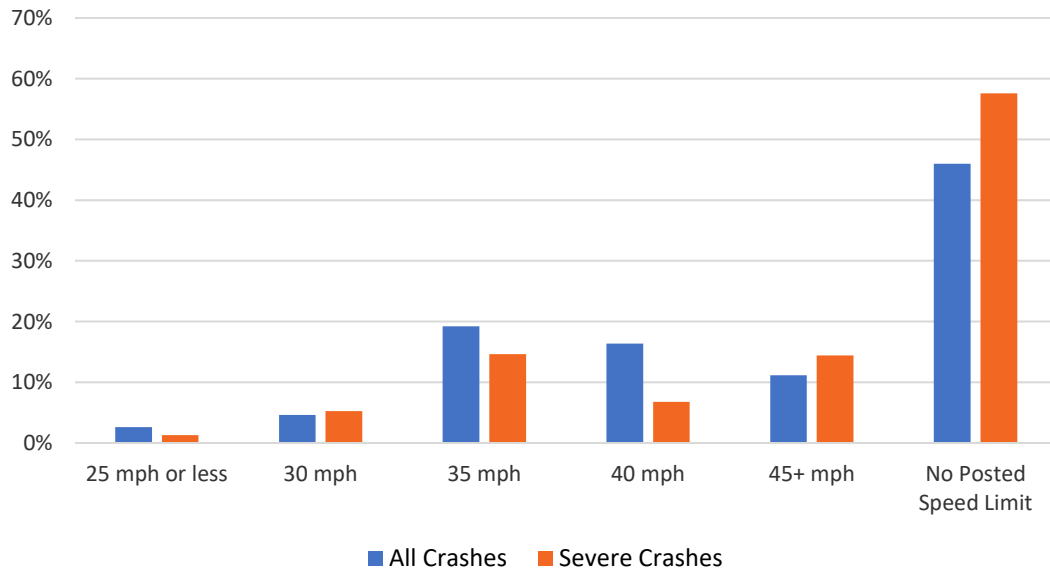


Exhibit 2 – Severe Crashes by Roadway Width

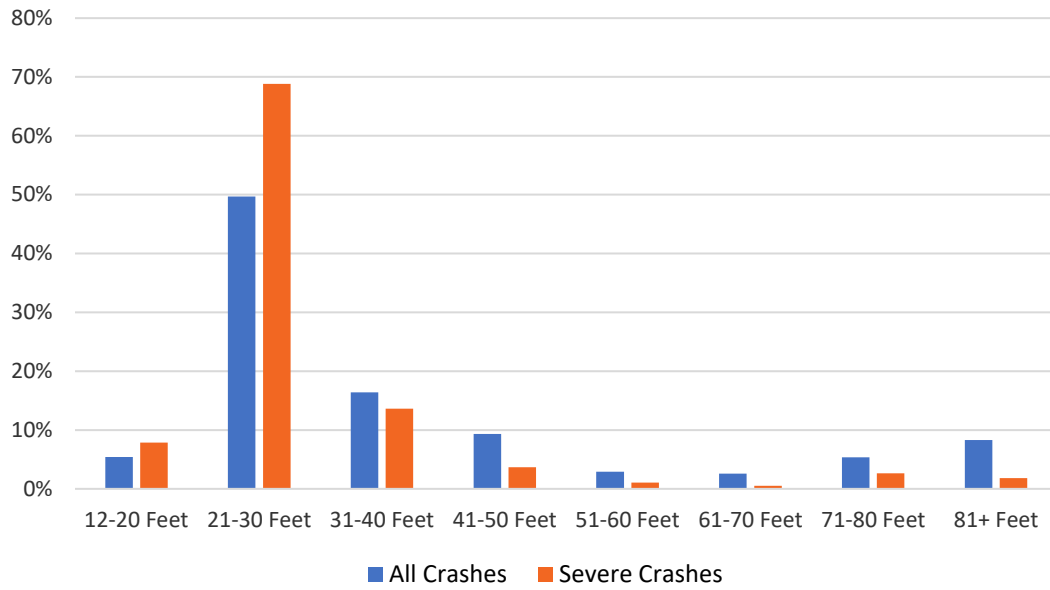


Exhibit 3 – Severe Crashes by Shoulder Type

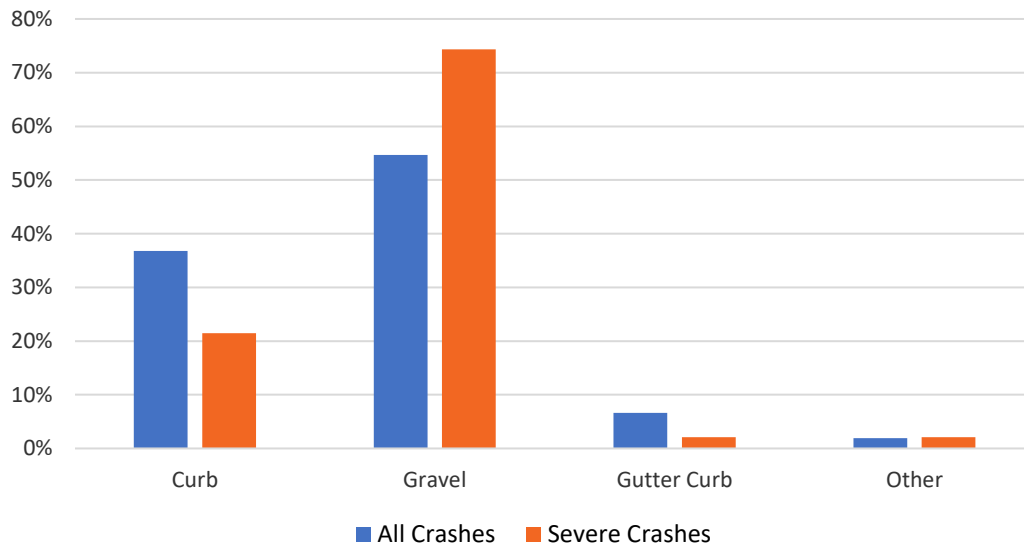
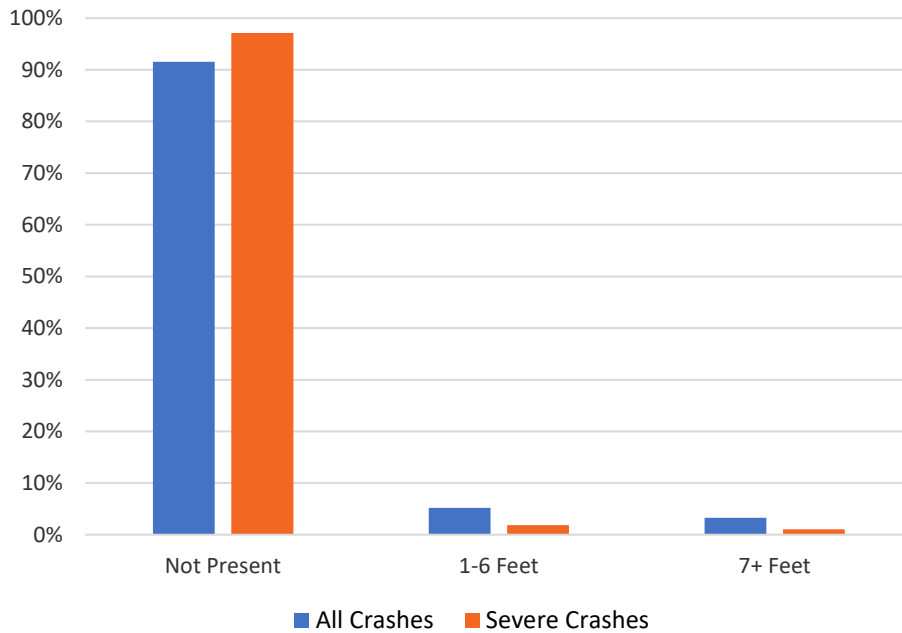


Exhibit 4 – Crashes by Median Presence



Roadway Departure Crashes

- Crashes are most likely to involve a roadway departure at speed limits of 45 miles per hour or greater or on roads without speed limits (most roads in the County do not have posted speed limits). (Exhibit 5)
- **Wider shoulders are correlated with a lower probability that crashes involve roadway departure.** (Exhibit 6)
- A similar trend is seen with surface widths: 20- to 29-foot surface widths (most two-lane roadways have these measurements) are correlated with a higher probability that crashes involve roadway departure. (Exhibit 7)
- **Given the above, it appears that roadway departure crashes are most likely to occur on higher-speed two-lane roads with limited shoulders.**

Exhibit 5 – Roadway Departure Crashes by Speed Limit

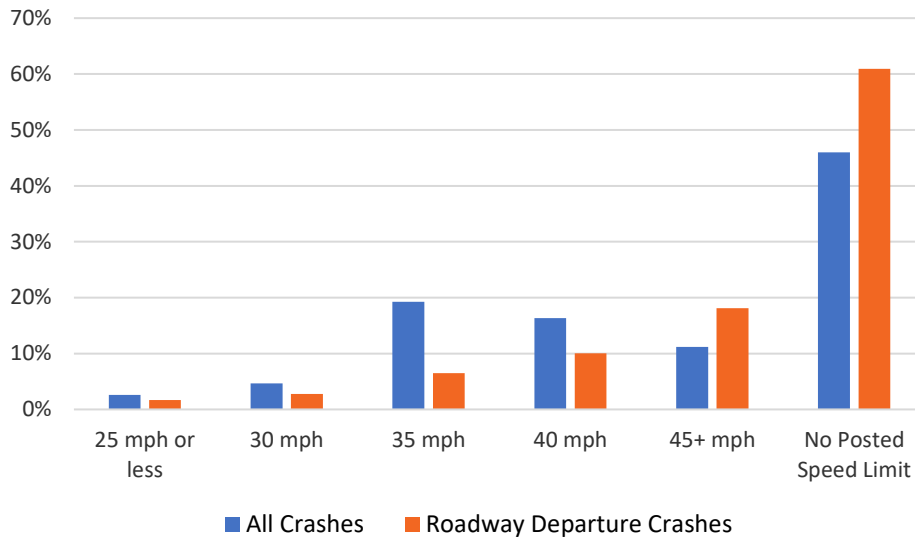


Exhibit 6 – Roadway Departure Crashes by Shoulder Width

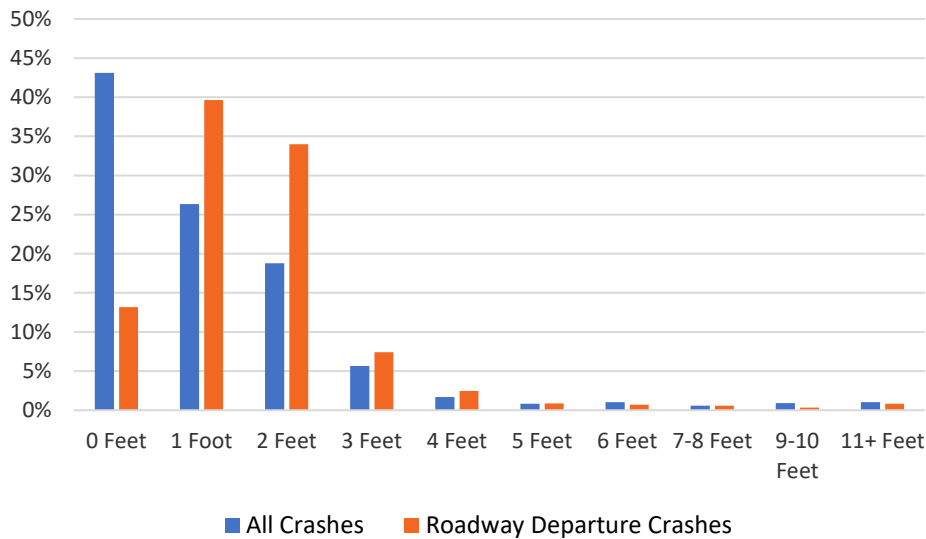
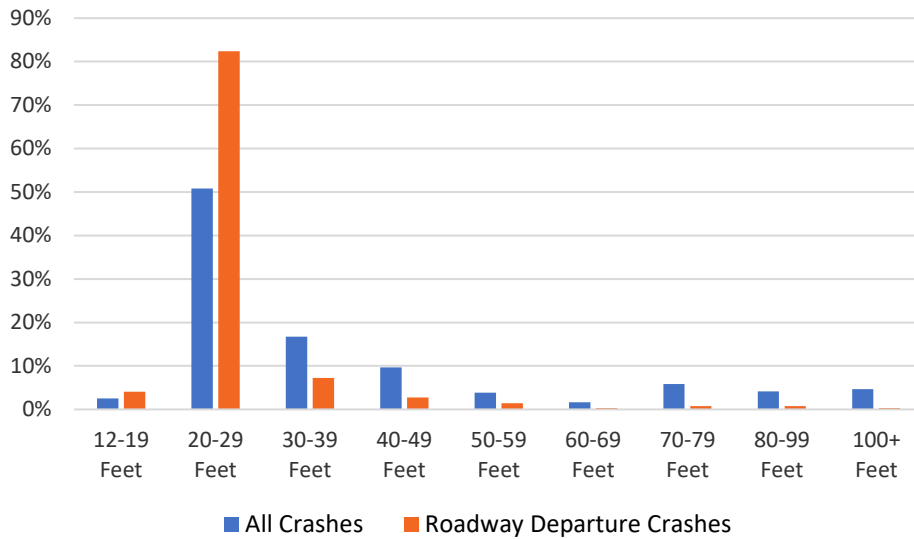


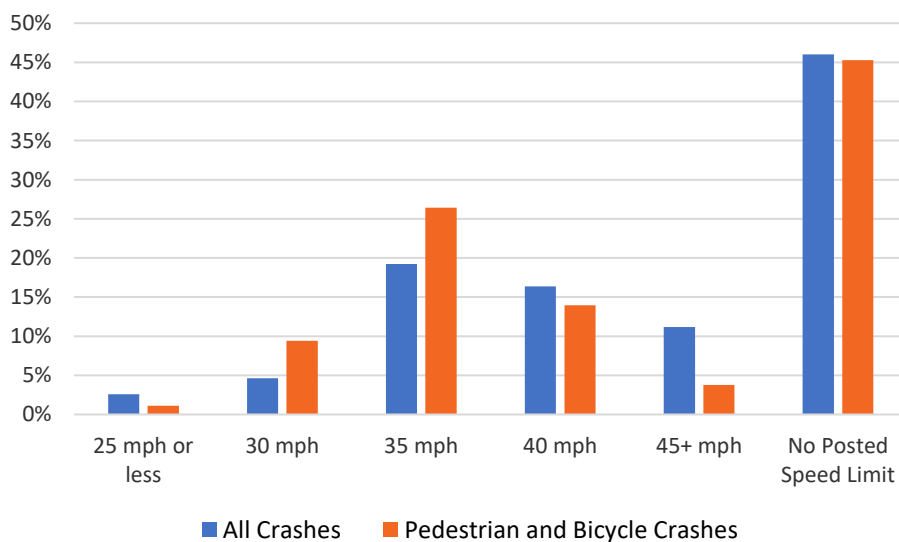
Exhibit 7 – Roadway Departure Crashes by Surface Width



Pedestrian or Bicyclist Crashes

- Crashes involving a pedestrian or bicyclist occur most frequently on roadways with speed limits ranging from 30 mph to 40 mph or no posted speed limit (most roads in the County do not have posted speed limits). (Exhibit 8) This indicates that focusing on these roadways for improved crossings, reduced speeds, or additional pedestrian and bicycle infrastructure could provide the greatest return in terms of reducing pedestrian and bicycle crashes.

Exhibit 8 – Pedestrian and Bicycle Crashes by Speed



Aggressive Driving Crashes

- Crashes on roads with wider surface widths (i.e., more lanes) are more likely to involve aggressive driving. (Exhibit 9)

- A crash is more likely to involve aggressive driving on streets with posted speed limits, which are more likely to be in developed areas and not in residential neighborhoods. (Exhibit 10)

Exhibit 9 – Aggressive Driving Crashes by Surface Width

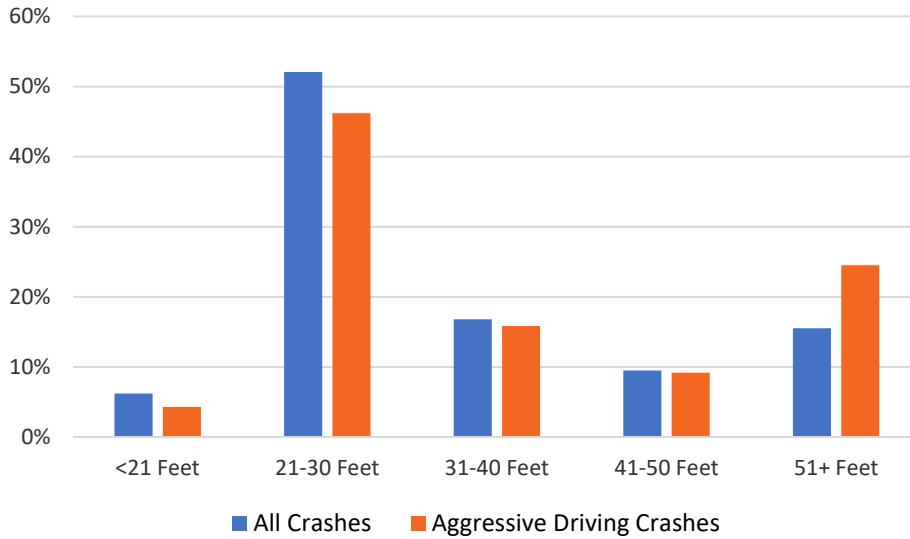
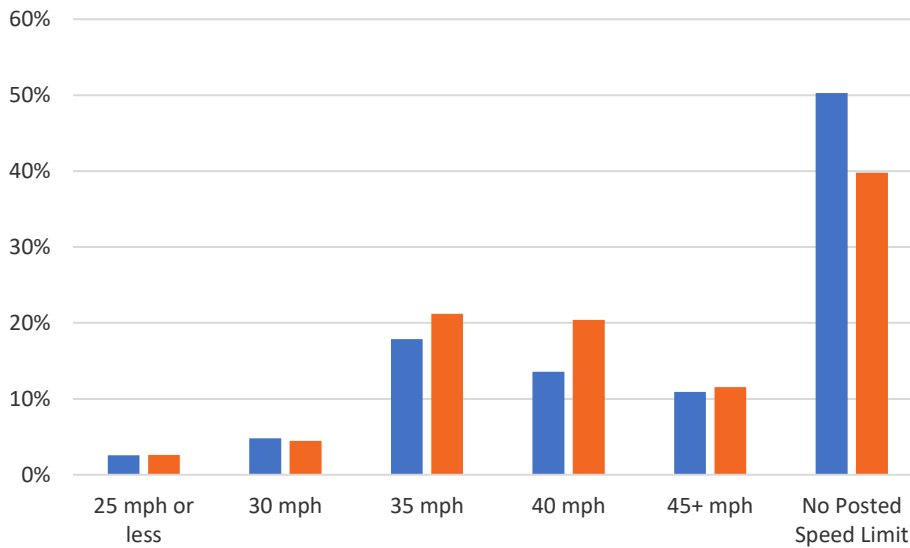


Exhibit 10 – Aggressive Driving Crashes by Speed Limit



Priority Locations

As described above, the systemic network screening analysis identified the following as priority locations for systemic treatments:

- Roadway Departure Crashes – Two-lane, rural roads with limited shoulders (i.e., less than four feet wide) and speeds of 45 miles-per-hour (MPH) or greater. These locations are shown in Figure C-1.

- Bicycle and Pedestrian Crashes – Roads with speeds of 30 MPH or greater. Further priority could be given to urban areas near likely generators of walking and biking activity. Urban roads with speeds of 30 MPH or greater are shown in Figure C-2.

Systemic Countermeasures Tool Box

The following countermeasures could be deployed systemically at locations with contributing factors identified in the Systemic Screening section. These countermeasures can be installed as part of safety-focused projects, as part of capital projects, or, in some cases, as part of routine maintenance work (e.g., installing shoulder rumble strips when repaving a higher speed two lane road with narrow shoulders if the surrounding land-use context is appropriate,).

Roadway Departure Crashes

Table 4 shows countermeasures the County could deploy systemically to reduce roadway departure crashes. These come from ODOT’s ARTS Program.

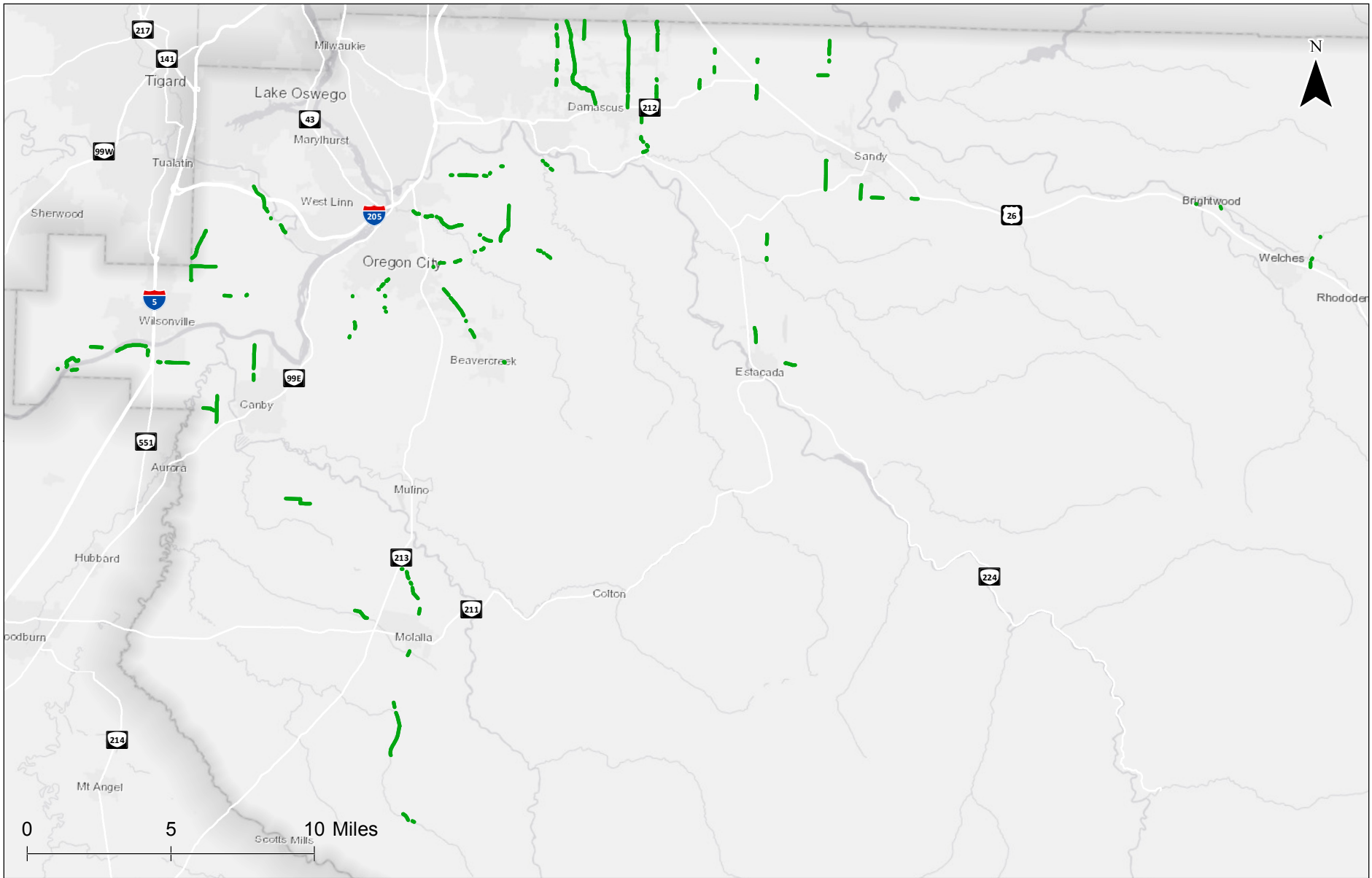
Table 4. Systemic Countermeasures

Treatment	Crash Patterns Addressed	Crash Reduction Factor
Shoulder Widening	All	18%
Rumble Strips	Severe Crashes	22%
Guardrail	Severe Run off the Road Crashes	47%
Post-Mounted Delineators on Curves	Curve Crashes at Night	30%
High-Friction Surface Treatments	Wet Road Crashes	57%

ODOT’s ARTS programs contains other roadway departure focused countermeasures that may also be applicable. Further, ODOT completed a statewide roadway departure plan, *Oregon Roadway Departure Implementation Plan Update*, in 2017, that identifies locations in Clackamas County for roadway departure focused treatments.

Bicycle/Pedestrian Crashes

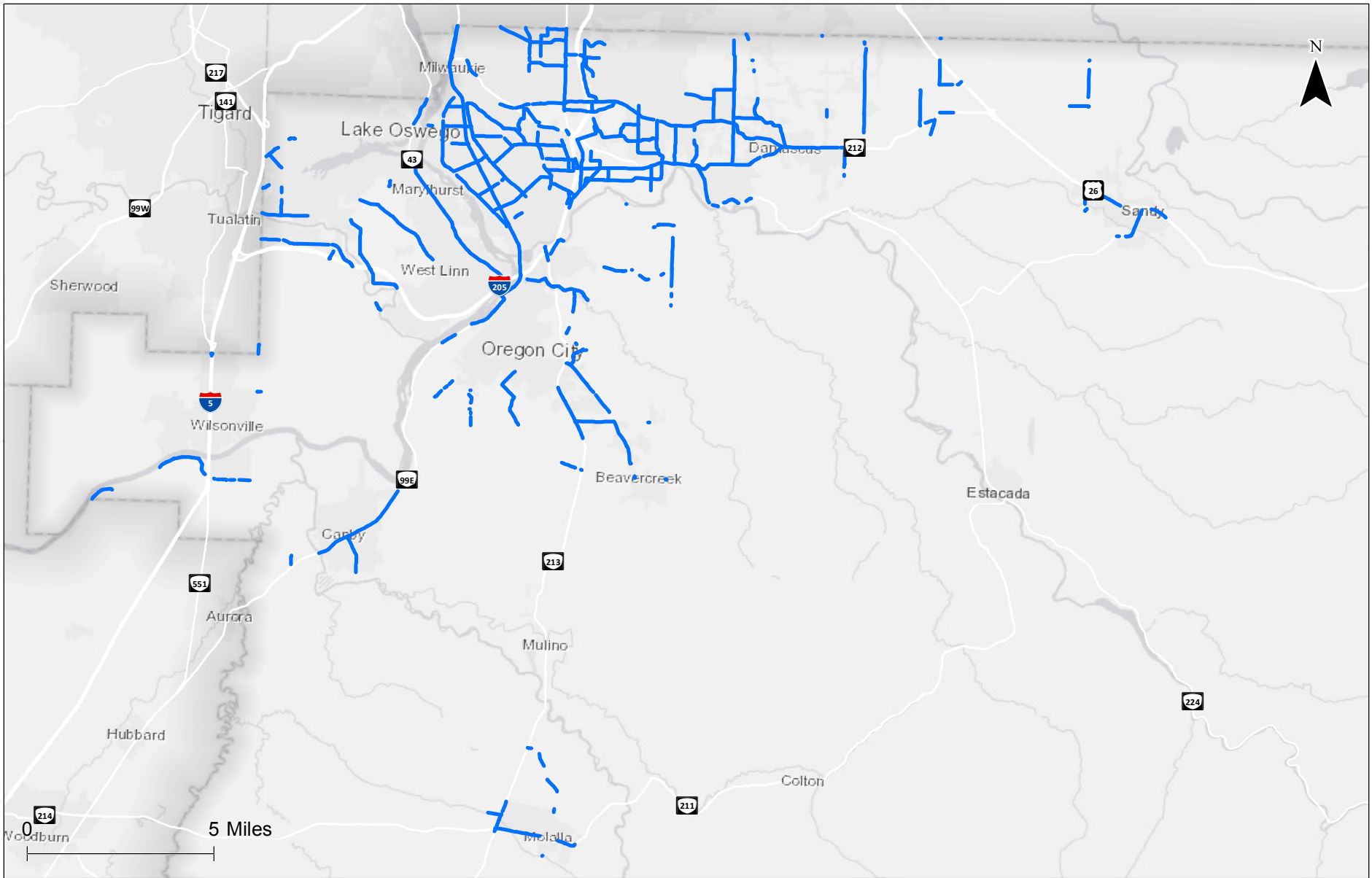
Part 1 contains action items to reduce the frequency and severity of crashes involving people walking and biking. The infrastructure related items in Part 1 are broadly targeted at providing appropriate crossing treatments and separation between motor vehicles and people walking and biking and selecting and designing for appropriate speeds on streets where people are likely to be walking and biking. Building off these action items and the systemic screening analysis described above, the following are countermeasures the County could deploy systemically to reduce bicycle and pedestrian crashes. Most of these come from ODOT’s ARTS Program:



**Systemic Countermeasure Deployment
Locations with: 45+ mph Speed Limit, 2 Lanes, and Shoulder Width <4 Feet
Clackamas County, Oregon**

Figure
C - 1

H:\2020\2016 - Clackamas County Safety Plan Update\Task 6\Systemic Locations\Systemic Deployment Locations.mxd - lgraveline - 8:17 AM 11/13/2018



**Systemic Countermeasure Deployment
Urban Roads with Speed Limits between 30 MPH and 45 MPH
Clackamas County, Oregon**

Figure
C - 2

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- Provide an appropriate level of separation between people driving and biking based on roadway and traffic characteristics through bike lanes, buffered bike lanes and cycle tracks. The Clackamas County Active Transportation Plan⁴ provides a toolkit for determining the most suitable bicycle facility for a roadway based on its functional classification, motor vehicle speed, and motor vehicle volume.
- Provide sidewalks along roads to separate people walking and people driving
- Install enhanced crossing treatments at unsignalized intersections where warranted, such as:
 - Rectangular rapid flashing beacons
 - Pedestrian refuge islands
 - Crosswalk markings and signs
 - Curb extensions
 - Pedestrian hybrid beacons
- Implement signal timing and phasing treatments at signalized intersections where warranted, such as:
 - Leading pedestrian interval
 - No pedestrian phase feature with flashing yellow arrow (County has done this at many locations already)
 - Bike signals

Applying Systemic Countermeasures to Priority Locations

Additional screening analyses will be completed to further screen the County road network using the data described above and additional data provided by the County, such as traffic volumes and the presence of advisory signs. This effort will follow the process described in Part 2 for both roadway departure crashes and pedestrian and bicyclist crossings. During this process, each criterion will be assigned a point scale (e.g., for shoulders this could be 5 points for no shoulder, 4 points for a one foot shoulder, 3 points for a two-foot shoulder, 2 points for a three-foot shoulder, 1 point for a four-foot shoulder and no points for shoulders wider than 4 feet).

⁴ <https://digital.osl.state.or.us/islandora/object/osl%3A42188>

March 28, 2019

Board of County Commissioner
Clackamas County

Members of the Board:

Approval for a Facility Lease Agreement with the North Clackamas School District No. 12 for
Wichita Community Services Building for Women, Infants, and Children (WIC) program

Purpose/Outcomes	Provide space for a WIC satellite clinic in the Wichita Center for Family and Community building in the North Clackamas School District No. 12
Dollar Amount and Fiscal Impact	Maximum contract value is \$19,017.72.
Funding Source	Access to Care – WIC Services Funds. No General Funds are used.
Duration	Effective July 1, 2018 and terminates on June 30, 2020
Previous Board Action	The Board of County Commissioners previously reviewed this agreement on May 31, 2012 agenda item 053112-A6 and September 28, 2017 agenda item 092817-A2.
Strategic Plan Alignment	1. Improved community safety and health 2. Ensure safe, healthy and secure communities
Contact Person	Julie Aalbers (503) 655-8405
Contract No.	8982

Background

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of a Facility Lease Agreement with the North Clackamas School District No. 12 for space in their Wichita Community Services Building for a WIC satellite clinic.

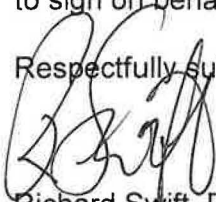
The WIC satellite clinics allow the County to better serve the community by allowing multiple access points to the County's WIC services.

The maximum contract value is \$19,017.72. This agreement is effective July 1, 2018 and expires on June 30, 2020. County Counsel reviewed this Agreement on February 26, 2019.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing, and Human Services

FACILITIES USE AGREEMENT

WICHITA CENTER BUILDING

CONTRACT: 8982

START DATE: July 01, 2018 (EFFECTIVE UPON SIGNING)

END DATE: June 30, 2020

DISTRICT: North Clackamas School District No. 12 (District)

PARTNER: Clackamas County acting by and through its Health, Housing and Human Services Department, Public Health Division (Tenant)

Address: 2051 Kaen Road, Suite 367
Oregon City, Oregon 97045
Phone: (503) 655-8405
Fax: (503) 742-5352
Contact: Julie Aalbers
E-Mail: Julieaal@co.clackamas.or.us

PREMISES: Wichita Center Building
Suite/Room/Area: Room 6

NATURE OF USE: Office & Social Services

RENT RATE: \$ 792.28 per calendar month

DEPOSIT AMOUNT: \$ N/A

INSURANCE LIMIT: The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.

GENERAL PROVISIONS B

- Term.* The Term is from the Start Date to the End Date, inclusive. No holding over is permitted. This lease may be terminated by either party, upon 30 days' notice.
- Rent.* Rent is due on the first day of each month of the Term in advance. If the Term starts or ends with other than a full calendar month, the Rent for that month shall be prorated according to the number of days in said month.
- Use.* Tenant shall use the Premises for no other purpose than stated herein without the

areas of the Wichita Center (the Building), including the parking areas, in conjunction with the other tenants on a cooperative basis. Tenant shall not annoy, obstruct, or interfere with the rights, privileges, and quiet enjoyment of the District or other tenants of the Building. Tenant shall promptly comply with all applicable laws, ordinances, rules, and regulations of any public authority. Tenant shall not conduct any activities that will increase Landlord's insurance rates for any portion of the Building or that will in any manner degrade or damage the condition or reputation of the District or the Building.

4. *Condition of Premises.* Except as otherwise expressly set forth in this Agreement, the Premises is accepted by Tenant in its *as is* condition, subject to any and all patent and latent defects and faults, without reliance upon any representation by District as to the condition or suitability of the Premises for any intended use or purpose by Tenant and without any representation or warranty by District as to its compliance with applicable laws, rules, regulations, and ordinances.

5. *Equipment.* Tenant shall use in the Premises only such equipment as is customary for Tenant's use and shall not overload the floors or electrical circuits of the Premises or Building or alter the plumbing or wiring of the Premises or Building. Landlord must approve in advance the location of and manner of installing any wiring or electrical, heat generating, communication equipment or exceptionally heavy articles.

6. *Exterior Signs and Devices.* No signs, awnings, antennas, or other apparatus shall be painted on or attached to the exterior or common areas of the Building, nor shall anything be placed on any window of the Premises or positioned so as to be visible from outside the Premises, by Tenant without the prior written approval of the District.

7. *Utilities and Services.* Landlord will furnish connection to the public power system and the central heating system during regular business hours. The Premises do not have air conditioning. Tenant shall provide its own surge protection for power furnished to the Premises. Landlord will provide janitorial service for the common areas of the Building but not to the Premises.

8. *Maintenance and Repair.* Landlord shall maintain and repair the interior walls, floors, and ceilings; the doors, windows, and related hardware; the light fixtures, switches, and wiring; and, all other repairs to the interior of Premises, reasonable wear and tear excepted. Repair of damage to the Premises or the Building caused by negligent or intentional acts or breach of this Agreement by Tenant, its employees, or invitees, shall be at Tenant's expense. Landlord may erect scaffolding and other apparatus necessary for maintenance and repair. Landlord shall have no liability for interference with Tenant's use because of maintenance and repair. Landlord shall not unreasonably interfere with Tenant's use because of maintenance and repair. Tenant shall not make any improvements, additions or alterations to the Premises, change the color of the interior, or install any wall or floor covering without prior written approval from the District.

9. *Improvements.* Tenant may, at its expense, make such improvements to the Premises as it deems necessary from time to time for its operations with the prior written approval of the District. At the end of the Term or earlier termination of the tenancy, Tenant shall remove its equipment and improvements and will restore the Premises to substantially the condition existing on the Start Date, except for ordinary wear and tear.

10. *Access.* The District shall have the right to enter upon the Premises at any time to determine Tenant's compliance with this Agreement, to perform necessary services, maintenance, and repairs or alterations to the Building or the Premises. Except in case of emergency, such entry shall be upon one calendar day's advance notice and at such times and in such manner as to minimize interference with the reasonable use of the Premises by Tenant.

11. *Compliance with Laws.* The Parties shall substantially comply with all applicable laws relating to its possession and use of the Premises.

12. *Hazardous Substances.* Tenant shall not cause or permit any Hazardous Substance to be brought upon, spilled, leaked, disposed of, or otherwise released on or under the Premises. Subject to applicable provisions in the Oregon Constitution and Oregon Tort Claims Act, Tenant shall defend, indemnify and hold District harmless from any and all claims threatened or made in any way related to Hazardous Substances attributable to the negligent or willful acts or omissions of Tenant..

13. *Insurance Policies.* The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.

14. *Security.* The District shall have no obligation to provide security service or to adopt security measures regarding the Premises, and Tenant shall cooperate with all security measures adopted by the District.

15. *Regulations.* The District shall have the right but shall not be obligated to make, revise, and enforce regulations or policies consistent with this Agreement for the purpose of promoting safety, health, order, harmony, economy, cleanliness, and good service to all tenants of the Building, including moving, use of common areas, prohibition of smoking and other matters of public health, safety, and quiet enjoyment. All such regulations and policies shall be complied with as if part of this Agreement. Without waiving or limiting the generality of the foregoing, Tenant will comply with the District's Policy and Standard Practice statement governing Community Use of School Facilities, as amended. In the event of a conflict between either the Policy or the Standard Practice and this Agreement, this Agreement shall control.

16. *Default.* Any of the following shall constitute a default by Tenant under this Agreement: (a) Tenant's failure to pay rent or any other charge under this Agreement within 5 days after it is due, or failure to comply with any other term or condition within 10 days of written notice from District specifying the noncompliance; (b) a party's insolvency or assignment for the benefit of its creditors; (c) a party's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer or the appointment of a receiver for all or any portion of District's properties or financial records; (d) Tenant vacating or abandoning the Premises; or, (e) a party disturbing the quiet enjoyment of the Building which is grounds for immediate termination; (f) a party's violation of any term or condition in this Agreement.

17. *Remedies.* In case of default, the District shall have the right to the following remedies which are intended to be cumulative and in addition to any other remedies provided under applicable law: (a) the District may terminate the Agreement upon 10 days' notice to Tenant; (b) the District

may retake possession of the Premises and may use or relet the Premises without accepting surrender or waiving the right to damages; (c) the District may recover all damages caused by Tenant's default; (d) the District may make any payment or perform any obligation which Tenant has failed to perform, in which case the District shall be entitled to recover from Tenant upon demand all amounts so expended, plus interest from the date of the expenditure at the rate of twelve (12.00%) percent each month, which rate shall apply to past due rent.

19. *Surrender.* On termination of this Agreement, Tenant shall deliver all keys to the District and surrender the Premises vacuumed, swept and free of debris and in the same condition as at the commencement of the Term, subject only to reasonable wear from ordinary use. Tenant shall remove all of its furnishings and trade fixtures that remain its property and repair all damage resulting from such removal. Failure to remove shall be an abandonment of the property, and District may dispose of it in any manner without liability. If Tenant fails to vacate the Premises when required, including failure to remove all of its personal property, the hold-over rent rate shall be one-and-one half times the total rent being charged when the right to occupy expires.

20. *Indemnification.* Subject to applicable provisions in the Oregon Constitution and Oregon Tort Claims Act, the parties shall indemnify and defend each other from any claim, loss, or liability arising out of or based on damages or injuries to persons or property caused by the negligent or willful acts of the other party.

21. *Assignment and Subletting.* Tenant may not assign this Agreement or sublet the Premises without District's prior written consent, which the District may withhold at its sole discretion.

22. *Notices.* Notices between the parties relating to this Agreement shall be in writing, effective when delivered, or if mailed, effective on the second day following certified and first class mailing, postage prepaid, to the address for the party stated in this Agreement or to such other address either party may specify by notice to the other. Notice to Tenant may always be delivered to the Premises. Rent shall be payable to the District at the same address and in the same manner, but shall be considered paid only when received.

24. *Interpretation of this Agreement.* This Agreement is made entirely within the state of Oregon and shall be governed by said state's laws. If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired. A provision of this Agreement may be waived only by a written instrument executed by the party waiving compliance. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties to this Agreement, any right or remedy of any nature whatsoever. If the Tenant is a corporate entity, the person signing this Agreement is authorized to make this Agreement by the entity's Board. Time is of the essence of this Agreement. The exclusive venue for any disputes shall be in the Clackamas County Circuit Court.

25. The following Exhibits are by this reference incorporated herein:
Exhibit A - Oregon State Tax Law Provision

26. *Entire Agreement.* This Agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior written and oral agreements and representations and there are no implied covenants or other agreements between the parties except as expressly set forth in this Agreement. Neither District nor Tenant is relying on any representations other than those expressly set forth herein.

TENANT: CLACKAMAS COUNTY

By: _____
Richard Swift

Title: Director

Date: _____

NORTH CLACKAMAS SCHOOL DISTRICT NO. 12

By: Kjm
Kerensa Mauck

Title: Director of Business Operations

Date: 3/4/19

EXHIBIT A

Oregon State Tax Law Provision

North Clackamas School District No. 12 agrees to follow the below stated Oregon Revised Statute regarding tax laws of the State of Oregon:

“North Clackamas School District No. 12 hereby represents and warrants that it has complied with all applicable tax laws of any political subdivision of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316-318, inclusive. Further, North Clackamas School District No. 12 hereby covenants and agrees that North Clackamas School District No. 12 shall comply with all tax laws of the State of Oregon or a political subdivision of the State during the term of this Agreement. Should North Clackamas School District No. 12 fail to comply with this covenant, it shall be considered a material breach of the contract and Clackamas County shall be entitled, but not required to (i) terminate the Agreement by reason of North Clackamas School District No. 12’s default hereunder, and (ii) seek any and all remedies in law or equity for such breach and/or termination. This remedy is in addition to, and not in replacement of, any other remedies provided for in this Agreement.”

March 28, 2019

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the Washington County for accessing Clackamas County Emergency Medical Services electronic protocols.

Purpose/Outcomes	Washington County will access Clackamas County Emergency Medical Services electronic protocols and reimburse Clackamas for a portion of the expense.
Dollar Amount and Fiscal Impact	\$17,750 over an 8 year term.
Funding Source	Washington County No County General Funds are involved.
Duration	Effective upon signature and terminates on January 31, 2026
Strategic Plan Alignment	1. Building a Strong Infrastructure 2. Ensure safe, health and secure communities
Previous Board Action	No Previous Board Actions have been taken.
Contact Person	Richard Swift, Interim Public Health Director – 503-650-5694
Contract No.	9136

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with the Washington County for accessing Clackamas County Emergency Medical Services electronic protocols.

Clackamas County has moved to electronic Emergency Medical Protocols. This is more environmentally friendly over providing printed hard copies to the agencies and also provided a cost savings of approximately \$25,000 per year.

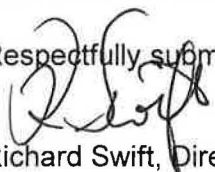
Washington County requested to partner with CCPHD and agreed to reimburse Clackamas for the half of the cost of the electronic application on an annual basis.

This Agreement is effective upon signature and continues through January 31, 2026. This contract has been reviewed by County Counsel on March 19, 2019.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
 Health, Housing, and Human Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON
Public Health DIVISION
AND
Washington County**

Agreement #9136

I. Purpose

This agreement is entered into between Clackamas County Department of Health, Housing and Human Services, Public Health Division (CLACKAMAS) and WASHINGTON COUNTY (AGENCY) for the cooperation of units of local government under the authority of ORS 190.010.

This agreement provides the basis for AGENCY accessing Clackamas EMS Electronic Protocols. This is an 8 year commitment that will be renewed annually.

II. Scope of Work and Cooperation

A. AGENCY agrees to:

- 1. Reimburse Clackamas for half of the cost of the electronic protocol portal.

B. CLACKAMAS agrees to:

- 1. Allow AGENCY to access the EMS Electronic Protocols portal

III. Compensation

A. AGENCY shall compensate CLACKAMAS for satisfactorily completing activities described in Section II.A. above as outlined in the table below.

Year one	\$2,000
Year two	\$2,000
Year three	\$2,000
Year four	\$2,250
Year five	\$2,250
Year six	\$2,250
Year seven	\$2,500
Year eight	\$2,500

B. The total payment to CLACKAMAS shall not exceed **\$17,750**.

- C. CLACKAMAS shall submit a request for reimbursement annually.

AGENCY payments shall be submitted to:

Clackamas County Public Health Division
Attn: Accounts Payable
2051 Kaen Road, # 367
Oregon City, Oregon 97045

or electronically to:

PublicHealthFiscalAP@clackmas.us

IV. Liaison Responsibility

Louisa Partain, QI & Education Coordinator, will act as liaison from AGENCY.
Philip Mason-Joyner, Program Manager, will act as liaison from CLACKAMAS.

V. Special Requirements

- A. CLACKAMAS and AGENCY agree to comply with all applicable local, state and federal ordinances, statutes, laws and regulations, including Oregon Public Contract laws and all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, as well as all applicable provisions in each party's Intergovernmental Agreement with the Oregon Health Authority.

- B. Within the limits of the Oregon Tort Claims Act, AGENCY agrees to protect and save CLACKAMAS, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising against CLACKAMAS' employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of AGENCY, and/or its agents, employees, subcontractors, or representatives under this agreement.

Within the limits of the Oregon Tort Claims Act, and the Oregon Constitution Article XI, Section 10, CLACKAMAS agrees to protect and save AGENCY, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising against AGENCY's employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of CLACKAMAS, and/or its appointed officials, agents, employees, subcontractors, or representatives under this agreement.

- C. Access to Records. Each party to this agreement, as well as the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers; and records of the other party to this

agreement which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.

- D. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein that would conflict with law are deemed inoperative to that extent.

VI. Amendment

This agreement may be amended at any time with the concurrence of both parties. Any changes in the proposed budget or scope of work will be negotiated between the designated liaisons. Amendments become a part of this agreement only after the written amendment has been signed by both parties.

VII. Term of Agreement

This agreement becomes effective upon signature and is scheduled to terminate January 31, 2026.

This agreement is subject to termination by either of the parties when thirty (30) days' written notice has been provided.

This agreement consists of seven (7) sections plus the following Exhibits that by this reference are incorporated herein:

Exhibit A Insurance Requirments

WASHINGTON COUNTY *Sia Lindstrom*


 Deputy County Administrator

Signature Authority Name

Date 3/4/2019

Street Address

City / State / Zip

Phone / Fax

CLACKAMAS COUNTY

- Commissioner: Jim Bernard, Chair
- Commissioner: Sonya Fischer
- Commissioner: Ken Humberston
- Commissioner: Paul Savas
- Commissioner: Martha Schrader

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing, and Human Services

Date

**EXHIBIT A
INSURANCE**

During the term of this contract, CONTRACTOR shall maintain in force at its own expense, each insurance noted below:

1. Commercial General Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

2. Commercial Automobile Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR shall also obtain at CONTRACTOR's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

3. Professional Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR agrees to furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. COUNTY, at its option, may require a complete copy of the above policy.

4. Additional Insured Provisions

All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

5. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

6. Insurance Carrier Rating

Coverages provided by CONTRACTOR must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

7. Certificates of Insurance

As evidence of the insurance coverage required by this contract, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

8. Independent Contractor Status

The service or services to be rendered under this contract are those of an independent contractor. CONTRACTOR is not an officer, employee or agent of COUNTY as those terms are used in ORS 30.265.

9. Primary Coverage Clarification

CONTRACTOR's coverage will be primary in the event of a loss.

10. Cross-Liability Clause

A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by the contract.

11. Abuse Reporting

CONTRACTOR shall comply with all processes and procedures of child abuse (ORS 419B.005 – 419B.050, mentally ill and developmentally disabled abuse (ORS 430.731 – 430.768 and OAR 943-045-0250 through 943-045-0370) and elder abuse reporting laws (ORS 124-050 – 124.092) as if CONTRACTOR were a mandatory abuse reporter. If CONTRACTOR is not a mandatory reporter by statute, these reporting requirements shall apply during work hours only. CONTRACTOR shall immediately report to the proper State or law enforcement agency circumstances (and provide such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, a mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.

March 28, 2019

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Portland State University (PSU),
Toulon School of Urban Studies and Planning and the
Regional Research Institute for Human Services

Purpose/Outcomes	Conduct a one-time study on the feasibility of reducing the use and cost of public services by providing permanent housing to the most frequent users, along with intensive individualized support
Dollar Amount and Fiscal Impact	Maximum contract value is \$150,000
Funding Source	County General Funds
Duration	Effective September 1, 2018 through June 30, 2019.
Previous Board Action	No previous Board action
Strategic Plan Alignment	1. Improve community safety and health 2. Ensure safe, healthy and secure communities.
Contact Person	Vahid Brown (503) 742-5345
Contract No.	#9059

BACKGROUND:

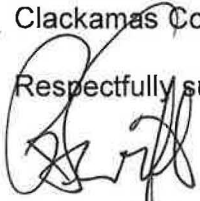
The Health, Housing & Human Services Department requests the approval of and Intergovernmental Agreement with Portland State University. The Toulon School of Urban Studies and Planning and the Regional Research Institute for Human Services at Portland State University are conducting a one-time study on the feasibility of reducing the use and cost of public services by providing permanent housing to the most frequent users, along with intensive individualized support. This study focuses on the most frequent users of public services in Clackamas County, Oregon, such as emergency rooms, jails, and hospitals. The FUSE model has been piloted in other cities around the country and is based on the "Housing First" concept that secure housing is the first step and essential to stabilizing the personal and financial lives of individuals.

County Council reviewed and approved this agreement on January 31, 2019.

RECOMMENDATION:

Staff recommends Board approval of this contract and authorization for Richard Swift to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services Department

Healthy Families. Strong Communities.

INTERGOVERNMENTAL AGREEMENT

BETWEEN

CLACKAMAS COUNTY, OREGON

AND

PORTLAND STATE UNIVERSITY

Contract # 9059

This agreement is entered into between Clackamas County acting by and through its Health, Housing and Human Services Department, Health Centers Division (COUNTY) and Portland State University, Toulon School of Urban Studies and Planning and the Regional Research Institute for Human Services (PSU) for the cooperation of units of local government under the authority of ORS 190.010.

I. SCOPE OF COOPERATION

A. PSU agrees to the following:

Conduct a one-time study on the feasibility of reducing the use and cost of public services by providing permanent housing to the most frequent users, along with intensive individualized support as outlined in ***Exhibit A: Scope of Work & Performance Measures***

B. Services required under the terms of this agreement shall commence **September 1, 2018** of this agreement and shall terminate **June 30, 2019**.

II. COMPENSATION AND RECORDS

A. Compensation: COUNTY shall compensate PSU for satisfactorily performing the services identified in Section I: Scope of Services and completing the requirements of ***Exhibit B: Budget*** attached hereto.

Total maximum compensation under this contract shall not exceed **\$150,000 on a cost reimbursement basis**, based on actual expenses and as specified in ***Exhibit B***. Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services with required documentation. Supportive backup documentation, generated by PSU's financial system, is required and must accompany each invoice.

B. Method of Payment: To receive payment, PSU shall submit invoices as follows: PSU shall submit an invoice by the fifteenth day of the quarter following that in which service was performed. The invoice shall list the contract number: **#9059**, dates of service, service provided, performance measures achieved and the total

amount due for all service provided during the quarter. PSU may use the invoice template provided in **Attachment 1**, or PSU's standard invoice template which is generated by its financial system. Invoices shall be submitted to:

Clackamas County
Health, Housing and Human Services Department
Administration Division
Attn: Vahid Brown 2051 Kaen
Road, #238
Oregon City, Oregon 97045 Or

electronically to:

VBrown@clackamas.us

When submitting electronically, designate Portland State University- FUSE Study and contract **#9059** in the subject line of the e-mail.

Within thirty (30) days after receipt of the bill, provided COUNTY has accepted the service specified on the invoice, COUNTY shall pay the amount requested to PSU. For the purposes of this Agreement, "acceptance" shall be limited to the adequacy of the quantity and quality of the reporting or deliverable requirements as described in the statement of work, and in accordance with standard scientific and academic principles. PSU does not guarantee specific research results, and as such, RESEARCH RESULTS ARE PROVIDED "AS IS."

As an institution of higher education, PSU will perform work in accordance with standard academic and scientific principles.

Although PSU will use reasonable endeavors to carry out, or to procure the carrying out of, the Project in accordance with the scope of work, PSU does not undertake that any research will lead to a particular result, nor does it guarantee a successful outcome to the Project.

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

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should PSU 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, COUNTY shall immediately withhold payments hereunder. PSU shall be given reasonable window of time to remedy such issues. Such withholding of payment for cause may continue until PSU submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of PSU.

- C. Record and Fiscal Control System: All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of six (6) years after receipt of final payment under this contract; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.

Access to Records: PSU shall maintain books, records, documents, and other evidence and

accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. COUNTY and their duly authorized representatives shall have access to the books, documents, papers, and records of PSU which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by PSU for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

- D. Ownership of Work Product: COUNTY shall wholly own all intellectual property that it produces under this agreement. COUNTY agrees to grant a royalty-free, non-exclusive and irrevocable license to PSU to reproduce, publish or otherwise use the intellectual property, except for inventions, developed by COUNTY under this Agreement. COUNTY shall grant PSU a non-exclusive, non-commercial, royalty-free right to use COUNTY's invention for scholarly and academic purposes.

PSU shall wholly own all intellectual property that it produces under this Agreement. PSU agrees to grant a royalty-free, non-exclusive and irrevocable license to COUNTY to reproduce, publish or otherwise use the intellectual property, except for inventions, developed by PSU under this Agreement. PSU shall grant COUNTY a non-exclusive, non-commercial, royalty-free right to use PSU's invention for the public benefit.

COUNTY and PSU shall jointly own all intellectual property that they produce while working collaboratively under this Intergovernmental Agreement.

III. SPECIAL REQUIREMENTS

- A. COUNTY and PSU agree to comply with all applicable local, state and federal ordinances, statutes, laws and regulations, including Oregon Public Contract laws and all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, as well as all applicable provisions in each party's Intergovernmental Agreement with the additions and mental health. The parties agree that any use of Protected Health Information, as defined in HIPAA, shall be subject to the authorization provided by the patient in the informed consent or other authorization document. COUNTY represents and warrants that it has all necessary authority under applicable state and federal law, including, but not limited to, the HIPAA, to provide to PSU any and all data as required to perform the work under this Agreement.
- B. Access to Records. Each party to this agreement, as well as the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the other party to this agreement which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.
- C. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein that would conflict with law are deemed inoperative to that extent.
- D. PSU acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire confidential information. All written information obtained by PSU or its employees or agents in the performance of this Contract shall be deemed confidential information of

the COUNTY ("Confidential Information") as long as such information is clearly marked "confidential" with an appropriate legend at the time of disclosure if disclosed in a tangible or written format. All oral disclosures of Confidential Information shall be treated as confidential if disclosed orally or in any other transitory medium, and are identified as confidential at the time of disclosure and provided in a written summary within thirty (30) days of disclosure. A receiving party's obligation to protect Confidential Information of the disclosing party shall not include information that:

- was already in receiving party's possession prior to disclosure;
- is or becomes a matter of public knowledge through no fault of receiving party;
- is independently developed by receiving party without use of disclosing party's Confidential Information;
- is received by or becomes known to receiving party from another source in a manner that does not knowingly breach an obligation of confidentiality owed to the disclosing party; or
- is approved for release or use by written authorization of the disclosing party.

Each party shall only use the other party's Confidential Information for the purposes of the Project. The receiving party shall exert reasonable efforts to protect the disclosing party's Confidential Information for a period of six (6) years from the date of receipt against unauthorized use, dissemination or publication. All written documents containing Confidential Information and other material in tangible form received by either party under this Agreement shall remain the property of the disclosing party, and such documents and materials, together with copies of excerpts thereof, shall promptly be returned to disclosing party upon request, except one copy may be retained for archival purposes.

Notwithstanding the foregoing, the receiving party may disclose Confidential Information as required by law, court order, or government regulation provided however, that the receiving party timely notifies and provides disclosing party with an opportunity to minimize or oppose such disclosure. COUNTY acknowledges that PSU is subject to and shall treat appropriately marked Confidential Information as confidential to the extent permitted under the Oregon Public Records Law (ORS 192.311 – 192.478). PSU agrees to hold Confidential Information in strict confidence, using at least the same degree of care that PSU uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

Notwithstanding the above, but subject to confidentiality or non-disclosure law applicable to the client information, nothing in this Agreement will be interpreted to bar PSU and its faculty from publishing the results of research conducted under this Agreement within legal guidelines.

IV. INDEMNIFICATIONS

- A. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, PSU agrees to indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of PSU, and PSU's officers, agents

and employees, in performance of this contract. Any duty to defend set forth in this Agreement shall be conditioned upon the indemnified Party giving the indemnifying Party prompt notice of the Claim and all reasonable and necessary cooperation and assistance. Neither the COUNTY nor any attorney engaged by the COUNTY shall defend a claim in the name of PSU without PSU's prior written consent, nor purport to act as legal representative of PSU, without first receiving from PSU, in a form and manner determined appropriate by PSU, authority to act as legal counsel for PSU, nor shall the COUNTY settle any claim on behalf of PSU without the advanced written approval of PSU

V. CONTRIBUTIONS

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

With respect to a Third Party Claim for which the State is jointly liable with the COUNTY (or would be if joined in the Third Party Claim), the State shall contribute the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonable incurred and paid or payable by the COUNTY in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the COUNTY on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the COUNTY on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the COUNTY is jointly liable with the State (or would be if joined in the Third Party Claim), the COUNTY shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the COUNTY on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the COUNTY on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The COUNTY's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceedings.

VI. AMENDMENT

- A. This agreement may be amended at any time with the concurrence of both parties.

Amendments become a part of this agreement only after the written amendment has been signed by a duly authorized representative of both parties.

VII. TERMINATION

- A. Termination Without Cause. This agreement may be terminated by mutual consent of both parties, or by either party upon thirty (30) business days' notice, in writing and delivered by certified mail or in person to the individual identified in Section XXI. Notices. In the case of such termination, PSU will proceed in an orderly fashion to terminate any outstanding commitments and to stop work as soon as practicable to do so. If this Agreement is terminated for any reason prior to the completion of the Project, COUNTY shall reimburse PSU for all reasonable costs incurred for the Project through the date of termination. Such costs shall include all non-cancelable commitments that exist at the time the notice of termination is received.
- B. Termination With Cause. COUNTY, by written notice of default (including breach of contract) to PSU, may terminate this agreement effective upon delivery of written notice to PSU, or at such later date as may be established by COUNTY, under any of the following conditions:
1. If COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
 2. If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this agreement.
 3. If any license or certificate required by law or regulation to be held by PSU to provide the services required by this agreement is for any reason denied, revoked, or not renewed.
 4. If PSU fails to provide services, outcomes, reports as specified by COUNTY in this agreement. In this instance, PSU shall have an opportunity to remedy cited problem(s) and a cure period of no less than ten (10) business days.
 5. If PSU fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

VIII. Insurance

The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.

IX. General Provisions.

- A. 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 County and Agency 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 the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

- B. **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.
- C. **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.
- X. **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.
- XI. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. 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.
- XII. **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, except to the extent specifically provided herein. 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.
- XIII. **No Third-Party Beneficiary.** Agency and County 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.

- XIV. Subcontract and Assignment. Agency 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 the County, which shall be granted or denied in the County's sole and absolute discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- XV. 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.
- XVI. Survival. All provisions in sections 6, 8, and 9 shall survive the termination of this Agreement.
- XVII. 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.
- XVIII. 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.
- XIX. Force Majeure. Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency 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.
- XX. 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.

Portland State University
INTERGOVERNMENTAL AGREEMENT #9059

Page 9

XXI. Notice

A. All notification required by this Agreement shall be executed in writing by the parties hereto and shall be directed to the following individuals:

For PSU: Rachelle Richmond, Assistant Director of Grants & Agreements Administration Sponsored Projects Administration Portland State University PO Box 751 (SPA) Portland, OR 97207-0751 Phone: 503-725-9900 Email: awards@pdx.edu	For COUNTY:Vahid Brown Office of the Director 2051 Kaen Road, Suite 238 Oregon City, OR 97045 Phone: 503-742-5345 Email: VBrown@clackamas.us
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This contract consists of eight (8) sections plus the following attachments which by this reference are incorporated herein:

Exhibit A: Scope of Work Exhibit B: Budget
Attachment 1: Invoice Template

PORTLAND STATE UNIVERSITY

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:



Rachelle Richmond, Assistant Director of Grants and
Agreements Administration

Richard Swift, Director
Health, Housing, and Human Services

Date 02/07/2019

Date _____

EXHIBIT A
SCOPE OF WORK AND PERFORMANCE MEASURES



(FUSE) Study
(September 1, 2018-June 30, 2019)

Project Description

The Toulon School of Urban Studies and Planning and the Regional Research Institute for Human Services at Portland State University are conducting a one-time study on the feasibility of reducing the use and cost of public services by providing permanent housing to the most frequent users, along with intensive individualized support. This study focuses on the most frequent users of public services in Clackamas County, Oregon, such as emergency rooms, jails, and hospitals. The FUSE model has been piloted in other cities around the country and is based on the "Housing First" concept that secure housing is the first step and essential to stabilizing the personal and financial lives of individuals. This study was commissioned by the Clackamas County Health Housing and Human Services and will be completed no later than June 30, 2019.

Research Questions

- 1) Who are the most frequent users of public services in Clackamas County and what are their needs? Do the most frequent users change based on different types of vulnerability?
- 2) What is the current cost to the system and how can those costs be reduced?
 - What systems are affected?
 - What are the costs to each system separately?
 - What was learned from pilot programs in New York City, San Diego and Eugene, OR?
- 3) What potential program structures might address the needs of the target population while also addressing any potential barriers?
 - What does the ideal system look like?
 - Where can you leverage expenditures?
 - How might structures and barriers vary between vulnerable user groups?

Data Sources

- 1) Existing systems data, which may include: HUD, SSI, SSDI, OJP, EMS data on 911 calls, hospital data on ED usage and hospital stays, law enforcement data and arrests and jail time.
- 2) All Systems utilized within Clackamas County Department of Health Housing and Human Services including Health Centers, Behavioral Health walk in center, Social Services and Housing divisions.
- 3) Evaluation Reports and conversations with staff from other FUSE sites (NYC, San Diego, Eugene)
- 4) In-person interviews with high-end users of public services
- 5) Telephone interviews and discussions with providers, administrators and other key informants

**EXHIBIT B
 Budget**

Total maximum compensation under this contract shall not exceed **\$150,000 on a cost reimbursement basis**, based on actual expense and deliverables as described below.

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage (to be reimbursed at current federal mileage rates that are consistent with PSU's travel policy), and incidentals necessary to perform the work and services. Supportive backup documentation is required and must accompany invoices as described above in Section II. Reimbursement contingent on acceptance of deliverables as noted in Exhibit A.

Detail - Salaries, Wages & Fringe - Base				10 months	
<u>Key Personnel</u>	<u>Position</u>	<u>Base Salary</u>	<u>Fringe (OPE)</u>	<u>FTE</u>	
Karen Cellarius, MPA	PI	\$ 99,172	0.54	0.22	
Marisa Zapata, PhD	Co-PI	\$ 98,104	0.52	0.08	
Aliza Tuttle	GRA	\$ 51,062	0.09	0.49	
		<u>Hourly rate</u>	<u>Fringe</u>	<u>Hours</u>	
Eric Einspruch, PhD	Statistician	\$ 200	0.10	150	
Cameron Mulder	Data Manager	\$ 41	0.10	140	
TBD	Graphic Design Undergrad. Students	\$ 15	0.10	60	

PERSONNEL

SALARIES & WAGES

Karen Cellarius, MPA	PI	18,277
Marisa Zapata, PhD	Co-PI	6,839
Cameron Mulder	Data Manager	25,020
Aliza Tuttle	GRA	12,510
Eric Einspruch, PhD	Statistician	30,000
TBD	Graphic Design Undergrad. Students	900

TOTAL - SALARIES & WAGES 93,547

FRINGE

Karen Cellarius, MPA	PI	9,870
Marisa Zapata, PhD	Co-PI	3,556
TBD	RA/Interviewer/writer	0
Cameron Mulder	Data Manager	2,252
Aliza Tuttle	GRA	1,126
Eric Einspruch, PhD	Statistician	3,000
TBD	Graphic Design Undergrad. Students	90

TOTAL - FRINGE 19,894

TRAVEL

In-state travel	1,000
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TOTAL - TRAVEL 1,000

SERVICES AND SUPPLIES

Telephone (GRA cell phone)	400
Postage	51
Supplies	50
Printing	500
Meeting and Focus Group Refreshments	406
Respondent incentives	400
Disability Accommodations	800

<u>Tuition remission</u>	<u>Tuition</u>	<u>Fees</u>	<u>Health</u>	<u>Total T&F</u>	<u>2000</u>
Academic Year	Total number of Academic Year terms				Ⓢ
	\$ 3,861	\$ 470	\$ -	\$ 4,331	

TOTAL - SERVICES AND SUPPLIES 4,607

FEDERAL COSTS

Total Direct Costs	119,048
TDC base	119,048
Total Indirect Costs @26%	30,952

TOTAL - FEDERAL COSTS 150,000

March 28, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement, Amendment #5 with
North Clackamas Parks and Recreation District/Milwaukie Center to Provide
Social Services for Clackamas County Residents age 60 and over

Purpose/Outcomes	Subrecipient Agreement with the NCPR- Milwaukie Center to provide Older American Act (OAA) funded services for persons within the North Clackamas Parks and Recreation District.
Dollar Amount and Fiscal Impact	The maximum value is increased by \$95,311 for a revised agreement maximum of \$434,961 for FY18/19. This agreement is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA), State Special Program Allocation (SPA) funds, Ride Connection pass-through Special Transportation Formula (STF) funds and TriMet General Fund, as well as Low Income Home Energy Assistance Program (LIHEAP) funds - no County General Funds are involved.
Duration	Effective July 1, 2018 and terminates on June 30, 2019
Previous Board Action	070617-A8, 060718-A3
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #8344

BACKGROUND:

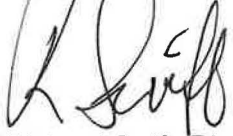
The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement, Amendment #53; NCPR-Milwaukie Center to provide Older American Act (OAA) funded services for persons living within the North Clackamas Parks and Recreation District. It is a budget adjustment that redistributes the nutrition program funding, adjusts funds for approved evidence-based Physical Activity/Falls Prevention programming, adds additional funding for Ride Connection transportation services and OPI Home Delivered Meals funding.

This amendment increases the agreement amount by \$95,311; for an amended agreement maximum of \$434,961 for FY18/19. This agreement is in the format approved by County Counsel as part of the contract standardization project. No County General Fund dollars are involved. This amendment is effective upon execution, retroactive to July 1, 2018 and continues through June 30, 2019.

Recommendation

We recommend the approval of this agreement and that Richard Swift be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift". The signature is written in a cursive style with a large initial "R" and a distinct "Swift" following.

Richard Swift, Director
Health Housing & Human Services

Interagency Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 8344

Board Agenda #: 060718-A3

Division: Social Services

Amendment Number: 5

Contractor: North Clackamas Park & Rec. District – Milwaukie Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that rebalances OAA and transportation funding and units of service for FY18-19. This results in an increase to the contract budget of \$95,311

This Amendment #5, when signed by the North Clackamas Park & Rec. District – Milwaukie Center (“CONTRACTOR”) the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the CONTRACTOR and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2017 as may be amended (“agreement”);

WHEREAS, the CONTRACTOR and COUNTY desire to amend the Agreement in its entirety as of July 1, 2018 and otherwise modify it as set forth herein;

NOW, THEREFORE, the COUNTY and CONTRACTOR hereby agree that the Agreement is amended as follows:

- I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2018 through June 30, 2018 is:

4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$339,650**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
 - a. **Grant Funds.** The COUNTY’s funding of **\$234,988** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$7,500** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310;

CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

- b. **Other Funds.** The COUNTY's funding of **\$92,038** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet and the State of Oregon DHS. The COUNTY's funding of **\$750** for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, Department of Human Services, State Unit on Aging, Special Program Allocation; and **\$4,375** for Low Income Home Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.

TO READ:

- 4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$434,961**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

- c. **Grant Funds.** The COUNTY's funding of **\$285,664** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$8,250** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
- d. **Other Funds.** The COUNTY's funding of **\$92,038** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet and the State of Oregon DHS. The COUNTY's funding of **\$750** for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, Department of Human Services, State Unit on Aging, Special Program Allocation; the OPI HDM funding of **\$43,884** are from State of Oregon, Oregon Project Independence (OPI) and **\$4,375** for Low Income Home Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.

- II. **AMEND:** Exhibit 6 – Budget and Units of Services, Page 3 - Unit Cost Schedule

TO READ: Exhibit 6 – Budget and Units of Services, Page 4 – Unit Cost Schedule

North Clackamas Park & Rec. District – Milwaukie Center
 IAA – H3S Agreement #8344, Amendment 5

Amend

Milwaukie Center
 Fiscal Year 2018-19

Federal Award Number	OAA IIIB	OAA IIIC1	OAA IIIC2	OAA IIID	OAA IIIE	Required Match	NSIP Funds	Other State Funds	Ride Connection			TriMet	MEDICAID	LIHEAP	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSEMENT RATE
	Funds	Funds	Funds	Funds	Funds				In Dist	STF	5310 Funds							
	CFDA Number	CFDA Number	CFDA Number	CFDA Number	CFDA Number				TriMet	Funds	OR-65-012							
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
Case Management (Hrs)	27,098					3,013										761.7 hrs	30,111	\$37.24
Reassurance (Contacts)	5,651					628										185	6,279	\$30.56
Information & Assist.	11,829					1,315										648	13,144	\$18.25
Public Outreach	1,000					111										20	1,111	\$50.00
Transportation - OAA	7,799					867								1,500	1,560	10,166	\$5.00	
OAA/NSIP Food Service		12,439	52,688			1,383	37,643							57,360	59,750	161,513	\$1.80	
OAA Meal Site Mngt.		13,124	55,588			1,459										59,750	70,172	\$0.22
Physical Activity/ Falls Prevention				900		0		750								22 classes	1,650	\$75.00
Caregiver Respite Program					9,228	2,307										160	11,535	\$57.50
Transportation - T19						0					7,230	16,570				1,700	23,800	\$9.75
Transportation Ride Con						0			34,200						3,986	4,560	38,186	\$7.50
STF Transport. Van/bus						0				34,038						1,943	34,038	\$17.52
Ride Con - Vehicle Maint						719					7,500					N/A	8,219	N/A
LIHEAP Intakes													4,375			175	4,375	\$25.00
TOTALS	\$53,377	\$25,563	\$108,277	\$900	\$9,228	\$11,804	\$37,643	\$750	\$34,200	\$34,038	\$7,500	\$7,230	\$16,570	\$4,375	\$62,846		\$414,300	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match - Staff time

Contract Amount: \$339,650

Federal Award Total: \$242,488

North Clackamas Park & Rec. District – Milwaukie Center
 IAA – H3S Agreement #8344, Amendment 5

To Read

Milwaukie Center
 Fiscal Year 2018-19

	OAA IIIB Funds	OAA IIIC1 Funds	OAA IIIC2 Funds	OAA IIID Funds	OAA IIIE Funds	Required Match	NSIP Funds	Other State Funds	Ride Connection			TriMet STF Funds	MEDICAID Funds	LIHEAP Funds	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
									In Dist TriMet Funds	STF Funds	310 Funds OR-65-012							
Federal Award Number	16AAORT3SS	16AAORT3CM	16AAORT3HD	16AAORT3PH	16AAORT3FC	N/A	16AAORNSIP											
CFDA Number	93.044	93.045	93.045	93.043	93.052		93.053											
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
Case Management (Hrs)	27,098					3,013										761.7 hrs	30,111	\$37.24
Reassurance (Contacts)	5,651					628										185	6,279	\$30.56
Information & Assist.	11,829					1,315										648	13,144	\$18.25
Public Outreach	1,000					111										20	1,111	\$50.00
Transportation - OAA	7,799					867									1,500	1,560	10,166	\$5.00
OAA/NSIP Food Service		15,122	68,423			1,682	34,449								52,080	54,250	171,755	\$1.87
OAA Meal Site Mnqt.		17,184	77,754			1,911										54,250	96,848	\$0.32
OPI HDM Service								43,884								4,600	43,884	\$9.54
Physical Activity/ Falls Prevention				900		0		750								22 classes	1,650	\$75.00
Caregiver Respite Program					18,456	4,614										321	23,070	\$57.50
Transportation - T19						0					7,230	16,570				1,700	23,800	\$9.75
Transportation Ride Con						0			34,200						3,986	4,560	38,186	\$7.50
STF Transport. Van/bus						0				34,038						1,943	34,038	\$17.52
Ride Con - Vehicle Maint						944					8,250					N/A	9,194	N/A
LIHEAP Intakes														4,375		175	4,375	\$25.00
TOTALS	\$53,377	\$32,305	\$146,177	\$900	\$18,456	\$15,086	\$34,449	\$44,634	\$34,200	\$34,038	\$8,250	\$7,230	\$16,570	\$4,375	\$57,566		\$507,613	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match - Staff time

Contract Amount: \$434,961

Federal Award Total: \$293,914

March 28, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Renewal Amendment #2 from the
U.S. Department of Housing and Urban Development (HUD),
Housing Our Families for the Purpose of Providing Rapid Re-Housing

Purpose/Outcomes	This is a HUD grant which was created by reallocating two previous HUD grants for a new program effort entitled "Housing Our Families"
Dollar Amount and Fiscal Impact	The renewal amendment adds \$169,456 revenue for a new contract total of \$484,788 and extends the agreement for one year.
Funding Source	HUD – The grant requires a 25% match or in-kind contribution which will be met with State of Oregon Emergency Housing Assistance funds.
Duration	October 1, 2019 through September 30, 2020
Previous Board Action	The original agreement was approved by the Board on April 27, 2017 (042717-A6).
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Contact Person	Brenda Durbin, Director, Social Services Division – (503)655-8641
Contract No.	8276

BACKGROUND:

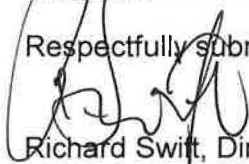
The Social Services Division of the Health, Housing and Human Services Department requests the approval of a grant from the U.S. Department of Housing and Urban Development to provide funding to rapidly re-house literally homeless families with children under 18. It will also provide funding to work with parenting youth and families who are reunifying and expect to have their children returned to their custody within 90 days after housing is obtained. The program intends to serve approximately 8 families.

The value of this grant amendment is \$169,456 for a new contract total of \$484,788. The agreement is effective October 1, 2019 through September 30, 2020. This agreement was approved by County Counsel on March 13, 2019.

RECOMMENDATION:

Staff recommends the approval of this renewal amendment and that Richard Swift, Director of Health, Housing, and Human Services be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services Department

Healthy Families. Strong Communities.

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

www.clackamas.us

Recipient Name: Clackamas County Department of Health, Housing and Human Services
Grant Number: OR0237L0E071802
Tax ID Number: 93-6002286
DUNS Number: 096992656

SCOPE OF WORK for
 FY2018 COMPETITION
 (funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$ 169456_ for project number __OR0237L0E071802___. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ 0
b. Acquisition	\$ 0
c. Rehabilitation	\$ 0
d. New construction	\$ 0
e. Leasing	\$ 0
f. Rental assistance	\$ 149460
g. Supportive services	\$ 7702
h. Operating costs	\$ 0
i. Homeless Management Information System	\$ 0
j. Administrative costs	\$ 12294
k. Relocation Costs	\$ 0

l. HPC homelessness prevention activities:

Housing relocation and stabilization services	\$ 0
Short-term and medium-term rental assistance	\$ 0

4. Performance Period in number of months: 12. The performance period for the project begins 10-01-2019 and ends 09-30-2020. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's and Subrecipients' federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. If no federally recognized indirect cost rate is listed on the Schedule for a project funded under this Agreement, no indirect costs may be charged to the project by the subrecipient carrying out that project.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Doug Carlson, Director
(Typed Name and Title)

March 6, 2019
(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs
(Name of Organization)

By:

(Signature of Authorized Official)

Richard Swift, H3S Director
(Typed Name and Title of Authorized Official)

(Date)

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0237L0E071802
Effective Date: 3/6/2019
DUNS No.: 096992656

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
OR0237L0E071802	Clackamas County	N/A	N/A

March 28, 2019

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of a Grant Renewal Amendment #2 from the
 U.S. Department of Housing and Urban Development (HUD),
 Supportive Housing Program for the Housing Our Heroes Project
for the Purpose of Providing Permanent Supportive Housing to Veterans

Purpose/Outcomes	This is a HUD grant for the purpose of providing permanent housing and services for the homeless. Veterans and others who have served in the military are the priority. People with no military service will be served only in the unlikely event that sufficient eligible veterans cannot be enrolled in the project.
Dollar Amount and Fiscal Impact	The renewal amendment adds \$331,449 revenue for a new contract total of \$947,007 and extends the agreement for one year.
Funding Source	HUD – The grant requires a 25% match or in-kind contribution which will be met with State of Oregon Emergency Housing Assistance (EHA), EHA Vets DRF funds, and County General Funds.
Duration	July 1, 2019 through June 30, 2020
Previous Board Action	The original agreement was approved by the Board May 11, 2017 (051117-A6).
Strategic Plan Alignment	1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Contact Person	Brenda Durbin, Director, Social Services Division – (503)655-8641
Contract No.	8301

BACKGROUND:

Social Services Division of the Health, Housing & Human Services Department requests the approval of a grant from the U.S. Department of Housing and Urban Development, Supportive Housing Program for the Housing Our Heroes Project to provide permanent housing and services for homeless veterans.

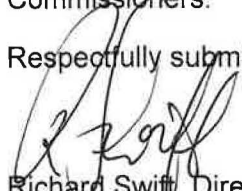
This program will provide housing assistance, supportive services, and case management to chronically homeless households with at least one person who has served in the military. These funds provide the Social Services Division resources to procure permanent housing through the payment of deposits and rental assistance. Approximately 18 households will be assisted annually.

The value of this grant amendment is \$331,449 for a new contract total of \$947,007. The agreement is effective July 1, 2019 through June 30, 2020. This agreement was approved by County Counsel on March 13, 2019.

RECOMMENDATION:

Staff recommends the approval of this renewal amendment and that Richard Swift, Director of Health, Housing, and Human Services, be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', is written over the text 'Respectfully submitted,'.

Richard Swift, Director
Health, Housing and Human Services Department

Recipient Name: Clackamas County Department of Health, Housing and Human Services
Grant Number: OR0217L0E071803
Tax ID Number: 93-6002286
DUNS Number: 096992656

SCOPE OF WORK for
 FY2018 COMPETITION
 (funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$ 331449 for project number OR0217L0E071803. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ 0
b. Acquisition	\$ 0
c. Rehabilitation	\$ 0
d. New construction	\$ 0
e. Leasing	\$ 0
f. Rental assistance	\$ 239988
g. Supportive services	\$ 66884
h. Operating costs	\$ 0
i. Homeless Management Information System	\$ 0
j. Administrative costs	\$ 24577
k. Relocation Costs	\$ 0

I. HPC homelessness prevention activities:

Housing relocation and stabilization services	\$ 0
Short-term and medium-term rental assistance	\$ 0

4. Performance Period in number of months: 12. The performance period for the project begins 07-01-2019 and ends 06-30-2020. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's and Subrecipients' federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. If no federally recognized indirect cost rate is listed on the Schedule for a project funded under this Agreement, no indirect costs may be charged to the project by the subrecipient carrying out that project.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Doug Carlson, Director

(Typed Name and Title)

March 6, 2019

(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

Richard Swift, H3S Director

(Typed Name and Title of Authorized Official)

(Date)

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0217L0E071803
Effective Date: 3/6/2019
DUNS No.: 096992656

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
OR0217L0E071803	Clackamas County	N/A	N/A

March 28, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Renewal Amendment #2, from the U.S. Department of Housing and Urban Development (HUD), Supportive Housing Program
for the Rent Well Rapid Re-Housing Program

Purpose/Outcomes	This is a grant renewal from HUD for the purpose of reducing housing barriers and providing rental assistance for permanent housing for homeless individuals and families.
Dollar Amount and Fiscal Impact	The renewal amendment adds \$123,249 revenue for a new contract total of \$361,827 and extends the agreement for one year.
Funding Source	HUD – The grant requires a 25% match of in-kind contribution which is met through State of Oregon Emergency Housing Assistance (EHA) funds.
Duration	July 1, 2019 through June 30, 2020
Previous Board Action	The original agreement was approved by the board on April 27, 2017 (042717-A5).
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Contact Person	Brenda Durbin, Director, Social Services Division – (503)655-8641
Contract No.	8277

BACKGROUND:

Social Services Division (SSD) of the Health, Housing & Human Services Department requests the approval of a renewal grant agreement from the U.S. Department of Housing and Urban Development's Continuum of Care Program for the Rent Well Rapid Re-Housing program. The program is designed to reduce housing barriers and provide rental assistance for permanent housing for homeless individuals and families. These funds provide SSD with resources to provide rental assistance, rental education skills training classes, case management and supportive services to homeless participants. Approximately 15 households will be assisted.

The value of this grant agreement is \$123,249 for a new contract total of \$361,827 and it is effective July 1, 2019 through June 30, 2020. This agreement was approved by County Counsel on March 13, 2019.

Healthy Families. Strong Communities.

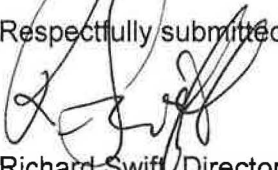
2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

RECOMMENDATION:

Staff recommends the approval of this renewal amendment and that Richard Swift, Director of Health, Housing, and Human Services, be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Richard Swift', is written over the text 'Respectfully submitted,'.

Richard Swift, Director
Health, Housing and Human Services Department

Recipient Name: Clackamas County Department of Health, Housing and Human Services
Grant Number: OR0177L0E071805
Tax ID Number: 93-6002286
DUNS Number: 096992656

SCOPE OF WORK for
 FY2018 COMPETITION
 (funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$ 123249 for project number __OR0177L0E071805__. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ 0
b. Acquisition	\$ 0
c. Rehabilitation	\$ 0
d. New construction	\$ 0
e. Leasing	\$ 0
f. Rental assistance	\$ 36936
g. Supportive services	\$ 78114
h. Operating costs	\$ 0
i. Homeless Management Information System	\$ 0
j. Administrative costs	\$ 8199
k. Relocation Costs	\$ 0

l. HPC homelessness prevention activities:

Housing relocation and stabilization services	\$ 0
Short-term and medium-term rental assistance	\$ 0

4. Performance Period in number of months: 12. The performance period for the project begins 07-01-2019 and ends 06-30-2020. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's and Subrecipients' federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. If no federally recognized indirect cost rate is listed on the Schedule for a project funded under this Agreement, no indirect costs may be charged to the project by the subrecipient carrying out that project.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Doug Carlson, Director

(Typed Name and Title)

March 6, 2019

(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

Richard Swift, H3S Director

(Typed Name and Title of Authorized Official)

(Date)

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0177L0E071805
Effective Date: 3/6/2019
DUNS No.: 096992656

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
OR0177L0E071805	Clackamas County	N/A	N/A

March 28, 2019

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of a Grant Renewal Amendment #2 from the
 U.S. Department of Housing and Urban Development (HUD), Continuum of Care Program
 for the HOPE Leasing Program, for the Purpose of Providing Permanent Supportive Housing

Purpose/Outcomes	This is a grant renewal from HUD to provide permanent housing and services for the homeless through the HOPE Leasing Program.
Dollar Amount and Fiscal Impact	The renewal amendment adds \$277,429 revenue for a new contract total of \$778,107 and extends the agreement for one year.
Funding Source	HUD – The grant requires a 25% match of in-kind contribution which is met through state Emergency Housing Account (EHA) funds and Community Services Block Grant (CSBG) funds. No County General Funds are involved.
Duration	July 1, 2019 through June 30, 2020
Previous Board Action	The original agreement was approved by the board on April 27, 2017 (042717-A4).
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division’s strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	8272

BACKGROUND:

Social Services Division of the Health, Housing & Human Services Department requests the approval of a renewal grant agreement from the U.S. Department of Housing and Urban Development’s Continuum of Care Program for the HOPE Leasing Program for the purpose of providing permanent housing. This program provides permanent housing by paying for housing deposits and rental assistance. Chronically homeless individuals receive support services, case management and housing with the use of these grant funds. Approximately 15 households receive assistance each year.

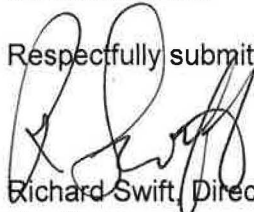
The value of this grant agreement renewal is \$277,429 for a new contract total of \$778,107. The agreement is effective July 1, 2019 through June 30, 2020. This agreement was approved by County Counsel on March 13, 2019.

Healthy Families. Strong Communities.

RECOMMENDATION:

Staff recommends the approval of this renewal amendment and that Richard Swift, Director of Health, Housing, and Human Services, be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Richard Swift', is written over the text 'Respectfully submitted,'.

Richard Swift, Director
Health, Housing and Human Services Department

Recipient Name: Clackamas County Department of Health, Housing and Human Services
Grant Number: OR0100L0E071811
Tax ID Number: 93-6002286
DUNS Number: 096992656

SCOPE OF WORK for
 FY2018 COMPETITION
 (funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$ 277429 for project number __OR0100L0E071811__. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ 0
b. Acquisition	\$ 0
c. Rehabilitation	\$ 0
d. New construction	\$ 0
e. Leasing	\$ 0
f. Rental assistance	\$ 202860
g. Supportive services	\$ 62342
h. Operating costs	\$ 0
i. Homeless Management Information System	\$ 0
j. Administrative costs	\$ 12227
k. Relocation Costs	\$ 0

I. HPC homelessness prevention activities:

Housing relocation and stabilization services	\$ 0
Short-term and medium-term rental assistance	\$ 0

4. Performance Period in number of months: 12. The performance period for the project begins 07-01-2019 and ends 06-30-2020. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's and Subrecipients' federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. If no federally recognized indirect cost rate is listed on the Schedule for a project funded under this Agreement, no indirect costs may be charged to the project by the subrecipient carrying out that project.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Doug Carlson, Director
(Typed Name and Title)

March 6, 2019
(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs
(Name of Organization)

By:

(Signature of Authorized Official)

Richard Swift, H3S Director
(Typed Name and Title of Authorized Official)

(Date)

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0100L0E071811
Effective Date: 3/6/2019
DUNS No.: 096992656

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
OR0100L0E071811	Clackamas County	N/A	N/A

March 28, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Renewal Amendment #2 from the
U.S. Department of Housing and Urban Development (HUD), Continuum of Care Program
for the HOPE II Program for the Purpose of Providing Permanent Supportive Housing

Purpose/Outcomes	To provide permanent housing and support services for the homeless through the HOPE II Leasing Program.
Dollar Amount and Fiscal Impact	The renewal amendment adds \$72,969 revenue for a new contract total of \$203,643 and extends the agreement for one year.
Funding Source	U.S. Department of Housing and Urban Development (HUD). The grant requires a 25% match which is met through Community Services Block Grant (CSBG) funds. No County General Funds are involved.
Duration	January 1, 2020 through December 31, 2020
Previous Board Action	The original agreement was approved by the Board on June 8, 2017 (060817-A10).
Strategic Plan Alignment	1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	8296

BACKGROUND:

Social Services Division of the Health, Housing & Human Services Department requests the approval of a renewal grant agreement from the U.S. Department of Housing and Urban Development, Supportive Housing Program for the HOPE II Leasing Program for the purpose of providing permanent housing. Homeless and chronically homeless, disabled (veteran and non-veteran), single adults and families receive support services, case management and housing with the use of these grant funds. The program assists families in seeking and maintaining permanent housing by paying for housing deposits and rental assistance. Up to four households receive assistance each year.

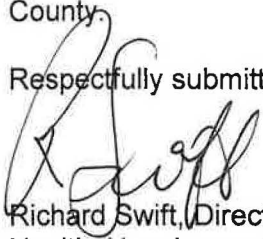
The value of this grant agreement renewal is \$72,969 for a new contract total of \$203,643. The agreement is effective January 1, 2020 through December 31, 2020. This agreement was approved by County Counsel on March 13, 2019.

Healthy Families. Strong Communities.

RECOMMENDATION:

Staff recommends the approval of this renewal amendment and that Richard Swift, Director of Health, Housing and Human Services, be authorized to sign all documents necessary on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', written over the typed name.

Richard Swift, Director
Health, Housing and Human Services Department

Recipient Name: Clackamas County Department of Health, Housing and Human Services
Grant Number: OR0141L0E071807
Tax ID Number: 93-6002286
DUNS Number: 096992656

SCOPE OF WORK for
 FY2018 COMPETITION
 (funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$ 72969_ for project number __OR0141L0E071807 ___. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ 0
b. Acquisition	\$ 0
c. Rehabilitation	\$ 0
d. New construction	\$ 0
e. Leasing	\$ 0
f. Rental assistance	\$ 66348
g. Supportive services	\$ 6000
h. Operating costs	\$ 0
i. Homeless Management Information System	\$ 0
j. Administrative costs	\$ 621
k. Relocation Costs	\$ 0

I. HPC homelessness prevention activities:

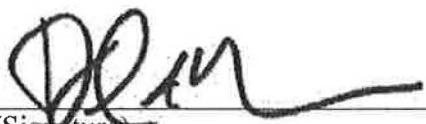
Housing relocation and stabilization services	\$ 0
Short-term and medium-term rental assistance	\$ 0

4. Performance Period in number of months: 12. The performance period for the project begins 01-01-2020 and ends 12-31-2020. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's and Subrecipients' federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. If no federally recognized indirect cost rate is listed on the Schedule for a project funded under this Agreement, no indirect costs may be charged to the project by the subrecipient carrying out that project.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Doug Carlson, Director

(Typed Name and Title)

March 6, 2019

(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

Richard Swift, H3S Director

(Typed Name and Title of Authorized Official)

(Date)

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0141L0E071807
Effective Date: 3/6/2019
DUNS No.: 096992656

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
OR0141L0E071807	Clackamas County	N/A	N/A

March 28, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Renewal Amendment #2 from the
U.S. Department of Housing and Urban Development (HUD),
Coordinated Housing Access System

Purpose/Outcomes	This is a grant from HUD for the purpose of providing financial support to Clackamas County's Coordinated Housing Access system.
Dollar Amount and Fiscal Impact	The renewal amendment adds \$31,928 revenue and extends the agreement for one year bringing the total contract revenue to \$95,784.
Funding Source	HUD – The grant requires a 25% match or in-kind contribution which will be met with State of Oregon Emergency Housing Account funds.
Duration	July 1, 2019 through June 30, 2020
Previous Board Action	The original agreement was approved by the board on April 27, 2017 (042717-A7).
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Contact Person	Brenda Durbin, Director, Social Services Division – (503) 655-8641
Contract No.	8271

BACKGROUND:

The Social Services Division of the Health, Housing & Human Services Department requests the approval of a grant from the U.S. Department of Housing and Urban Development to provide funding to support the Clackamas County Coordinated Housing Access system (CC-CHA). This system assesses eligibility for 35 different homeless housing and homelessness prevention programs in a centralized manner which is mandated by HUD.

CC-CHA has been operating since January 5, 2015. The CC-CHA system uses these funds to answer incoming calls live and ensure that homeless persons seeking housing are referred to the type, level and duration of housing and services that best fit their need. During 2018, 1,276 adults were assessed for homeless housing and 1,247 were eligible for at least one homeless housing program. There were 176 housing openings resulting in 165 placements and 11 pending placements as of December 31, 2018, more than 40% more than 2017. A CC-CHA system expansion adding more prevention services was implemented July 1, 2018 and 40 households were prevented from homelessness from July-December.

The value of this grant agreement renewal is \$31,928 and brings the total revenue amount of the contract to \$95,784. The agreement is effective July 1, 2019 through June 30, 2020. This agreement was approved by County Counsel on March 13, 2019.

Healthy Families. Strong Communities.

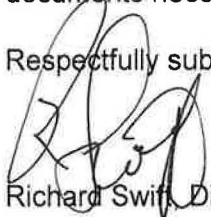
2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

RECOMMENDATION:

Staff recommends the approval of this renewal amendment and that Richard Swift be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Richard Swift', is written over the text 'Respectfully submitted,'.

Richard Swift, Director
Health, Housing and Human Services Department

Recipient Name: Clackamas County Department of Health, Housing and Human Services
Grant Number: OR0218L0E071803
Tax ID Number: 93-6002286
DUNS Number: 096992656

SCOPE OF WORK for
 FY2018 COMPETITION
 (funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$ 31928 for project number OR0218L0E071803. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ 0
b. Acquisition	\$ 0
c. Rehabilitation	\$ 0
d. New construction	\$ 0
e. Leasing	\$ 0
f. Rental assistance	\$ 0
g. Supportive services	\$ 29026
h. Operating costs	\$ 0
i. Homeless Management Information System	\$ 0
j. Administrative costs	\$ 2902
k. Relocation Costs	\$ 0

1. HPC homelessness prevention activities:

Housing relocation and stabilization services	\$ 0
Short-term and medium-term rental assistance	\$ 0

4. Performance Period in number of months: 12. The performance period for the project begins 07-01-2019 and ends 06-30-2020. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's and Subrecipients' federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. If no federally recognized indirect cost rate is listed on the Schedule for a project funded under this Agreement, no indirect costs may be charged to the project by the subrecipient carrying out that project.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Doug Carlson, Director

(Typed Name and Title)

March 6, 2019

(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

Richard Swift, H3S Director

(Typed Name and Title of Authorized Official)

(Date)

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0218L0E071803
Effective Date: 3/6/2019
DUNS No.: 096992656

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
OR0218L0E071803	Clackamas County	N/A	N/A



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

March 28, 2019

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between Clackamas County and the City of Estacada to Transfer Permitting Authority, Maintenance Responsibility and Road Standards for a Portion of Darrow Rd(County Road #1393).

Purpose/Outcomes	Transfers permitting authority and, maintenance responsibility and road standards for construction on a portion of Darrow Rd to the City of Estacada.
Dollar Amount and Fiscal Impact	Cost savings in the form of staff time and Maintenance monies used on a County maintained portion of road located entirely within the City of Estacada. The eventual cost of transfer will be \$17,600, which represents the cost of a 2" asphalt overlay.
Funding Source	Road Fund
Duration	Upon execution; permanent
Previous Board Action	N/A
Strategic Plan Alignment	Build a strong infrastructure Build public trust through good government
Contact Person	Michael Bays, Survey/CADD Supervisor; 503-742-4667

BACKGROUND:

Clackamas County currently has jurisdiction, including permitting authority, enforcement of road standards, and maintenance responsibility of Darrow Road in Estacada. An approximately 540 foot long section of Darrow Road lies within the boundary of the City of Estacada and it is agreed that the City of Estacada is best suited to exercise primary road authority over this section of Darrow Road. This intergovernmental agreement addresses transferring rights and duties as "road authority," including permitting authority, enforcement development of road standards, and maintenance responsibility to the City for this portion of Darrow Road.

Transferring rights and duties as road authority for this portion of Darrow road to the City of Estacada will eliminate confusion and improve efficiencies of maintenance and public service. The City will perform all construction and reconstruction; improvement or repair and maintenance; review and issuance of access permits; establishment of roadway standards; acquisition of right of way; storm water and drainage facility repair and maintenance; and review and issuance of street opening permits.

The City has formally requested that the County fully transfer jurisdiction of Darrow Road over to the City (see attached Resolution 2019-002). The County is in the process of providing notice and scheduling a hearing for the Board to consider whether this transfer is in the public interest. The County will retain official jurisdiction of this portion of the roadway until such time as a full transfer of jurisdiction of this portion of Darrow Road has been completed.

The attached IGA formalizes an agreement to provide funds to the City of Estacada in the amount of \$17,600, which is equal to the cost of a 2" asphalt overlay in the event the City is successful in assuming exclusive jurisdiction over a portion of Darrow Road containing approximately 21,600 square feet of Right-of-Way. Payment of these funds are contingent upon the City finalizing the jurisdictional transfer process. Once jurisdiction is transferred, the City becomes the official "Road Authority" responsible for all maintenance, permitting and road standard activities. This IGA provides the City the right, in the interim, to perform duties typically associated with the "Road Authority."

This agreement has been reviewed and approved by County Counsel and signed by the Mayor of the City of Estacada.

RECOMMENDATION:

Staff respectfully requests that the Board approve the attached IGA between Clackamas County and the City of Estacada related to the transfer of jurisdiction of a portion of Darrow Road and the payment to the City in an amount equivalent to a 2" asphalt overlay over that portion being transferred to the City of Estacada.

Respectfully submitted,

Michael Bays
Survey & CADD Supervisor – Department of Transportation and Development

Attachments:
Intergovernmental Agreement
Map of proposed transfer area
City of Estacada Resolution 2019-002

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ESTACADA AND
CLACKAMAS COUNTY RELATED TO THE TRANSFER OF A PORTION OF
DARROW ROAD**

This agreement (the "Agreement") is made on the date all required signatures have been obtained, between the City of Estacada ("CITY"), a municipal corporation of the State of Oregon, and Clackamas County ("COUNTY"), a political subdivision of the State of Oregon, pursuant to ORS Chapter 190 (Intergovernmental Cooperation), collectively referred to as the "PARTIES" and each a "PARTY."

RECITALS

WHEREAS, ORS Chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of any or all functions and activities that a local government, its officers or agencies, have the authority to perform;

WHEREAS, the portion of Darrow Rd. subject to this Agreement is located entirely within the boundaries of the City and is a County Road, as defined in ORS 368.001 ("Darrow Rd.");

WHEREAS, Darrow Rd. is depicted in Exhibit "B" and more particularly described in Exhibit "A," all of which are attached hereto and incorporated herein;

WHEREAS, the Parties agree that the City is best suited to assume primary responsibility for maintenance and permitting of Darrow Rd.;

WHEREAS, ORS 373.270 provides a procedure whereby a county may transfer jurisdiction over any county roads within a city to the City, and the Parties desire to pursue a transfer of jurisdiction of Darrow Rd. pursuant to the terms of this Agreement; and

WHEREAS, the Parties agree that Darrow Rd. should be improved, or the City should be compensated, consistent with the terms of this Agreement at, or prior to, the completion of the full transfer pursuant to ORS 373.270.

WHEREAS, the City of Estacada has approved resolution 2019-002 requesting that Clackamas County surrender jurisdiction over a certain portion of Darrow Rd as depicted in Exhibit "B".

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective upon execution, and shall expire automatically at the time the City assumes jurisdiction of Darrow Rd. pursuant to ORS 373.270, and the County has paid the amount of money set forth herein.

2. County Responsibilities.

- A. The County shall give notice and shall carry out those procedures set forth in ORS 373.270 to determine whether it is necessary, expedient or for the best interests of the County to surrender jurisdiction over Darrow Rd.
- B. The County shall provide to the City the sum of \$17,600, which is equivalent to the cost of the following improvement: a 2-inch asphalt overlay on the portion of Darrow Rd. identified in the exhibits attached to this Agreement. The sum of \$17,600 identified in this paragraph shall be payable to the City within 30 days of the date that full and absolute jurisdiction over Darrow Rd. is surrendered by the County and accepted by the City as described below.

3. City Responsibilities.

- A. After the County has initiated the process to transfer jurisdiction of Darrow Rd., the City shall carry out any additional procedures necessary, as set forth in ORS 373.270, for purposes of finalizing the transfer. The City shall not unreasonably delay or withhold its consent to the transfer of Darrow Rd., and shall complete the process to finalize the transfer within 90 days from the date that the County concludes its hearing and decision on the matter. This obligation shall terminate in the event the governing body of the County fails to find that it is necessary, expedient or for the best interests of the County to surrender jurisdiction over Darrow Rd.
- B. The City agrees to assume full and absolute jurisdiction over the portion of Darrow Rd. identified in the exhibits attached to this Agreement, if the governing body of the City and the governing body of the County both determine that it is necessary, expedient or for the best interests of their respective jurisdictions to complete the transfer described herein.

4. Termination.

- A. The County and the City, by mutual written agreement, may terminate this Agreement at any time.
- B. Either the County or the City 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.
- C. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.

- D. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project. Each Party shall use best efforts to coordinate with the other to minimize conflicts.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

5. **Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.
- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

6. **General Provisions**

- A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
- C. **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.
- D. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three

years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.

- E. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. **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.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. 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.
- H. **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.
- I. **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, except to the extent specifically provided herein. 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.
- J. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the City.
- K. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.

- L. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- M. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.
- N. **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.

CLACKAMAS COUNTY

Chair

Date

Recording Secretary

CITY OF ESTACADA

Sean [Signature]

Mayor

2/25/19

Date

Smain

Recording Secretary

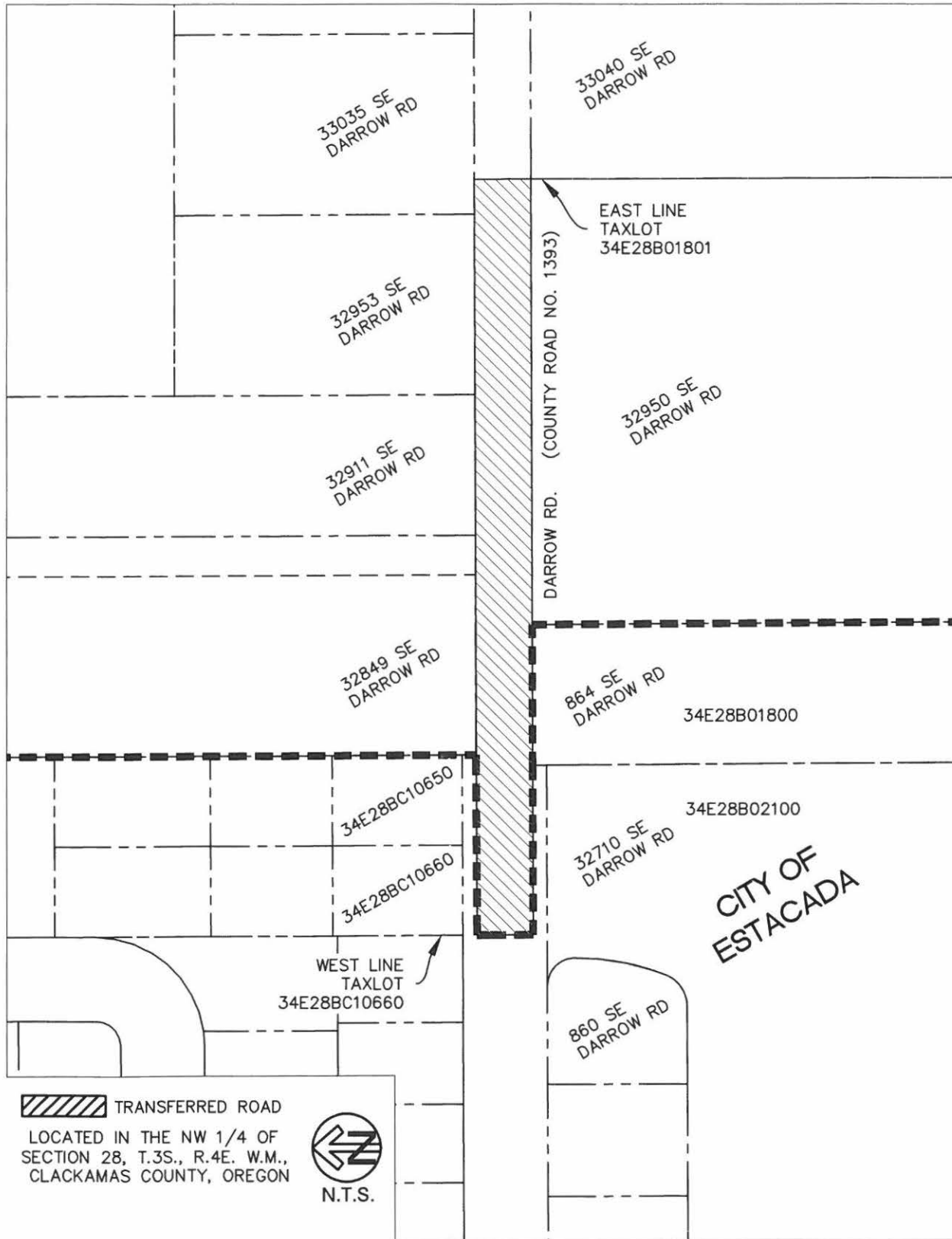
Exhibit A


Southwest Darrow Road Description

All that portion of Darrow Road, County Road 1393, Department of Transportation and Development maintenance No. 34071; Situated in the northwest 1/4 Section 28, T. 3S., R. 4E., W.M. as depicted on Exhibit B, attached hereto, lying within the boundary of the City of Estacada and being west of the extension of the easterly boundary of TL 34E28B01801 and east of the extension of the westerly boundary to TL 34E28BC10660. Being a total of approximately 540 feet long, varying in width.

Containing 21,600 square feet, more or less.

EXHIBIT "B"



 TRANSFERRED ROAD
 LOCATED IN THE NW 1/4 OF
 SECTION 28, T.3S., R.4E. W.M.,
 CLACKAMAS COUNTY, OREGON



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



BY: M.BAYS DATE: 1/29/2019
 JURISDICTIONAL TRANSFER
 DARROW ROAD
 COUNTY ROAD NO. 1393

SHEET
 1 OF 1



DAN JOHNSON
DIRECTOR

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

March 28, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Local Agency Agreement No. 33216 with
Oregon Department of Transportation for the
Canby Marquam Hwy: Bear Creek Bridge #06027**

Purpose/Outcomes	Using State Funded Local Project (SFLP) Program funds, this agreement allows Clackamas County to proceed with design, right of way and construction of the replacement of the existing Bear Creek Bridge on the Canby Marquam Highway.
Dollar Amount and Fiscal Impact	Overall Project Cost Estimate: \$2,313,800 State Funded Local Project Program funds: \$2,076,172.74 County Road funds: \$237,627.26
Funding Source	State Funded Local Project Program Funds (SFLP) and County Road Funds.
Duration	Completion of the Project or ten (10) years following the date of final execution, whichever is sooner.
Previous Board Action	None
Strategic Plan Alignment	This project will “Build a strong infrastructure” and “Ensure safe, healthy and secure communities” by replacing a functionally obsolete and structurally deficient bridge.
Contact Person	Joel Howie, Civil Engineering Supervisor 503-742-4658

BACKGROUND:

This is a project agreement between Clackamas County and the Oregon Department of Transportation (ODOT) to replace the existing bridge over Bear Creek on Canby Marquam Highway. The existing bridge, built in 1960, is showing signs of decay as a result of heavy truck traffic. The bridge is considered functionally obsolete (narrow) and structurally deficient, with a sufficiency rating of 27.2. The bridge is composed of undersized timber members that have shear and flexure damage, which were temporary repaired until the bridge can be replaced. The asphalt pavement wearing surface requires constant repair due to the bridge vibrating and shaking when trucks travel on the bridge.

The County obtained federal Highway Bridge Program funds from the ODOT Local Bridge Program and requested to exchange the federal funds for state funds. The federal funds are to be exchanged at a 1:1 fund ratio up to \$2,076,172.74. The state funds will be matched by up to \$237,627.26 in County Road Funds for a total project cost of \$2,313,800.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached Local Agency Agreement with ODOT for the Canby Marquam Hwy: Bear Creek Bridge #06027 as listed in the agreement.

Respectfully submitted,

Joel Howie,
Civil Engineering Supervisor

LOCAL AGENCY AGREEMENT
State Funded Local Project Program
Canby Marquam Hwy: Bear Creek Bridge #06027
Clackamas County

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT;" and CLACKAMAS COUNTY, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. Agency wishes to exchange unspent federal funds for state funds in order to fund the Project using state funding. State has determined that Agency is eligible for state funds for the work to be performed under this Agreement through the State Funded Local Project Program. The Parties enter into this Agreement to exchange these funds, identify the Project that will be funded with the state funds, and describe the method State will use to reimburse Agency for work performed on the Project using the state funds, including establishing invoicing requirements and the proportional reimbursement rate.
2. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.
3. Canby Marquam Highway and Bear Creek Bridge are a part of the county road system under the jurisdiction and control of Agency.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. State and Agency agree to Agency replacing the existing Bear Creek Bridge (#06027) with a new single-span pre-cast, pre-stressed concrete beam structure, an approximately 81 feet long and 36 feet wide bridge, hereinafter referred to as "Project." The Project location and approximate limits are shown the map Marked "Exhibit A," attached hereto and by this reference made a part hereof.
2. The total Project cost for the work to be performed under this Agreement is estimated at \$2,313,800, which is subject to change. Prior to exchanging funds, the federal share of the total Project cost is \$2,076,172.74.
 - a. Per the 1:1 fund exchange ratio of state dollars to federal dollars, Agency will exchange \$2,076,172.74 of federal dollars allocated for this Project for \$2,076,172.74 of state dollars.

- b. State funds under this Agreement are limited to \$2,076,172.74.
3. Upon receipt and approval of Agency's invoice(s), State shall proportionately reimburse Agency 89.73 percent of eligible, actual costs incurred in carrying out the Project, up to the maximum amount of state funds committed for the Project.
4. Agency is solely responsible for any and all costs incurred in excess of the state funds identified in this Agreement. Any unspent state funds will be retained by State and will not be available for Agency use. State funds transferred to Agency must be used for the Project.
5. To be eligible for reimbursement, expenditures must comply with the requirements of Article IX, Section 3a of the Oregon Constitution. Eligible costs are defined as reasonable and necessary costs incurred by the Agency in performance of the Project.
6. The term of this Agreement will begin upon the date all required signatures are obtained and will terminate upon completion of the Project and final payment or ten (10) calendar years following the date of final execution, whichever is sooner.

AGENCY OBLIGATIONS

1. Agency shall perform the work described in TERMS OF AGREEMENT, Paragraph 1 of this Agreement.
2. **Americans with Disabilities Act Compliance:**
 - a. Agency shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA").
 - b. Agency may follow its own processes or may use ODOT's processes for design, modification, upgrade, or construction of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/construction/pages/index.aspx>

Additional ODOT resources are available at

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

ODOT has made its forms, processes, and resources available for Agency's use and convenience.

- c. Agency assumes sole responsibility for ensuring that the Project complies with the ADA, including when Agency uses ODOT forms and processes. Agency acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
 - d. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction, to the greatest extent possible.
 - e. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Agency or abutting property owner pursuant to applicable local code provisions,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
 - f. Maintenance obligations in this section shall survive termination of this Agreement.
3. Except as otherwise provided in Agency Obligations Paragraph 2 above, Agency agrees that the Project shall be developed in conformance with the applicable American Association of State Highway and Transportation Officials (AASHTO) standards, including the current edition of A Policy on Geometric Design of Highways and Streets.

4. Except as otherwise provided in this Agreement, State and Agency agree that the bridge design shall meet AASHTO Load Resistance Factor Design (LRFD) Bridge Design Specifications (current version), AASHTO Guide Specifications for LRFD Seismic Bridge Design, and ODOT Load and Resistance Factor Rating (LRFR), Tier 2 Load rating.
5. Agency shall comply with all terms of federal National Environmental Policy Act (NEPA) and other federal permit provisions required for this Project.
6. Agency shall submit all of the following items to State's Project Manager, at Project completion and prior to final payment:
 - a. Final Project completion Inspection form No. 734-5063 (completed with State's Project Manager);
 - b. Final Cost;
 - c. As-Constructed Drawings
7. Agency must electronically submit the following information for any bridge project by email to the State's Senior Local Bridge Standards Engineer at: Holly.M.Winston@odot.state.or.us, and to the bridge@odot.state.or.us mailbox. This information must be received within ninety (90) days of the issuance of Second Notification:
 - a. Bridge As-Constructed Drawings
 - b. Structural Analysis Information (if applicable);
 - c. Foundation Report;
 - d. Hydraulic Report including Scour Analysis;
 - e. Pile Records and drill logs (if applicable);
 - f. Final Load Rating calculation with a stamped report containing all files electronically to the State's Senior Local Bridge Standards Engineer;
 - g. Notify State's Local Agency Bridge Inspection Coordinator at: Richard.J.King@odot.state.or.us, and bridge@odot.state.or.us to ensure the initial inspection will be scheduled; and
 - h. Inspection with State's Project Manager under this Agreement, State's Region Senior Structural Designer, or State's Senior Local Bridge Standards Engineer.
8. Agency shall submit, prior to final payment, required bridge plans, reports, and documentation to State's Project Manager and Senior Local Bridge Standards

Engineer, using an electronic files package: PDF file output that shows all red-line as-constructed markups of plan sheets (and additional files listed below, if applicable to the Project). Agency shall follow the file naming convention required in the CAD Manual located at:

<https://www.oregon.gov/ODOT/Bridge/Pages/Bridge-Design-Manual.aspx>

- a. In the “AsConstructedPlans” folder on State’s FTP directory (available at the following link): <ftp://ftp.odot.state.or.us/AsConstructedPlans/>, Agency shall create a subfolder under the “Bridge” folder using the bridge numbers shown in this Agreement for each bridge for the subfolder name. Agency shall place the PDF files in these folders, including:
 - i. **11 inch x 17 inch PDF plan sheets** stamped and signed - as-constructed markups, containing final construction notes.
 - ii. Agency shall also place copies in same FTP folder of the following reports/records identified in Agency Obligations, paragraph 7 of this Agreement.
 - b. Agency shall send email notification to State’s Project Manager and Senior Local Bridge Standards Engineer Holly.M.WINSTON@odot.state.or.us and to the bridge@odot.state.or.us mailbox after placing files on FTP site (include link to applicable FTP subfolder in email).
9. **Project Change Request (PCR) Process** - Agency must obtain approval from State’s Bridge STIP Coordinator and State’s Bridge Engineer for changes to the Project’s scope, schedule, or budget by submitting a PCR, as specified in Paragraph 9a-f, below. Agency shall be fully responsible for all costs attributable to changes to the established Project scope, schedule or budget made prior to an approved PCR. Amendments to this Agreement are required for all approved PCRs.
- a. **Scope** - A PCR is required for any significant change or reduction in the scope of work described in the Project Description in Terms of Agreement, paragraph 1.
 - b. **Schedule**– A PCR is required if Agency or State’s Contact anticipates that any Project Milestone will be delayed by more than ninety (90) days, and also for any change in schedule that will require amendment of the Statewide Transportation Improvement Program (STIP).
 - c. **Budget** – The Project’s estimated budget is used for determining the level of compensation for completed work. Increases or decreases in the budget which require a STIP amendment also require the submission of a PCR to the State’s Regional Local Agency Liaison.
 - d. PCR requests that result in Project cost increases that are equal to or less than twenty (20) percent of the total estimated Project cost or \$200,000, whichever amount is less, can be approved by the State Bridge Engineer. Such

amendments can be approved and entered into by the State Bridge Engineer, subject to any applicable State approvals.

- e. PCR requests that result in a Project cost increase in excess of twenty (20) percent of the total estimated Project cost or \$200,000, whichever amount is greater, must be approved by the State Bridge Engineer and the Local Agency Bridge Selection Committee with a majority vote. Such amendments must be executed by the same officials who executed the original Agreement, and are subject to any applicable State approvals.
- f. **PCR Form** - Agency must submit all change requests using PCR Form 734-2851 attached by reference and made a part of this Agreement. The PCR Form is due no later than thirty (30) days after the need for change becomes known to Agency. The PCR shall explain what change is being requested, the reasons for the change, and any efforts to mitigate the change. A PCR may be rejected at the discretion of State's Bridge Engineer.

The fillable PCR form and its instructions are available at the following web site:

<https://www.oregon.gov/ODOT/LocalGov/Pages/Forms-Apps.aspx>

- 10. Agency shall present invoices for the eligible, actual costs incurred by Agency on behalf of the Project directly to State's Project Manager listed in this Agreement for review and approval. Such invoices shall be in a form identifying the Project, Key Number, the Agreement number, the Project phase and amount charged to each (such as preliminary engineering, right of way, and construction), the invoice number, and will itemize all expenses for which reimbursement is claimed. Invoices shall be presented for periods greater than one month, based on actual expenses incurred, and must clearly specify the percentage of completion of the Project. Agency shall also include with the invoice a Project progress report or summary that describes work accomplished for the period being invoiced and work expected for the next invoicing period. Travel expenses will not be reimbursed.
- 11. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates in accordance with current state and federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering; and make all contractor payments required to complete the Project.
- 12. Agency or its consultant shall acquire all necessary right of way in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the State Right of Way Manual.
- 13. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including,

without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency 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.

14. Agency shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
15. All employers, including Agency, 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. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its subcontractors complies with these requirements.
16. Agency shall, at its own expense, maintain, operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. State and Agency agree that the useful life of this Project is defined as seventy-five (75) years. Maintenance and power responsibilities shall survive any termination of the Project Agreement.
17. Utility relocation or reconstruction may or may not be an eligible Project expense according to the following standard:
 - a. The expense is an eligible expense if the owner of the utility facility possesses a property right for its location on the public right of way.
 - b. The expense is not an eligible expense if the owner of the utility facility does not possess a property right for its location, but the facility exists on the public right of way solely under the permission of the Agency or other road authority, whether that permission is expressed or implied, and whether written or oral.
18. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of the current budget. Agency further agrees that they will only submit invoices to State for reimbursement on work that has been performed and paid for by Agency as described in this Agreement.

19. Agency shall require its contractor(s) and subcontractor(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, Oregon Transportation Commission and its members, Oregon Department of Transportation 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 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of the State, be indemnified from and against all Claims caused or alleged to be caused by the contractor or subcontractor.
20. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any 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 of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
21. If Agency enters into a construction contract for performance of work for the Project, then Agency will include provisions in that contract requiring its contractor to comply with the following:
 - a. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.
 - b. Contractor shall indemnify, defend and hold harmless State from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, sub-contractors, or agents under the resulting contract.
 - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability

Insurance (with separate limits). Coverage shall be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence shall not be less than \$1,000,000 \$2,000,000 \$5,000,000 for each job site or location. Each annual aggregate limit shall not be less than \$1,000,000 \$2,000,000 \$4,000,000 10,000,000.

- d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.
 - e. Additional Insured Endorsement. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to the Contractor's activities to be performed under the resulting contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
 - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of the resulting contract and shall be grounds for immediate termination of the resulting contract and this Agreement.
22. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts during the course of the Project and for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
23. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
24. Agency's Project Manager for this Agreement is Joel Howie, PE, Civil Engineering Supervisor, Clackamas County Department of Transportation and Development, 150 Beaver Creek Road, Oregon City, Oregon 97405; phone: 503-742-4658; email: JHowie@co.clackamas.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. In consideration for the services performed under this Agreement, State shall reimburse Agency 89.73 percent of eligible costs incurred in carrying out the Project up to the maximum amount of state funds committed for the Project in Terms of Agreement, Paragraph 2 of this Agreement. Reimbursements shall be made by State within forty-five (45) days of State's approval of a request for reimbursement from Agency, except that final payment will be withheld until the State's Project Manager has completed final project inspection and project acceptance.
2. State shall provide the following items to Agency's Project Manager no later than 30 days after execution of this Agreement:
 - a. Scoping Notes; and
 - b. Any other project specific information gathered during the scoping and selection process
3. State's Project Manager will arrange for a final project inspection upon notification from Agency of Project completion, to confirm project completeness and fulfillment of Agreement obligations, prior to final payment.
4. State's Project Manager for this Agreement is Valerie Greenway, Senior Project Leader, Region 2, Area 3, 455 Airport Road SE, Bldg. B, Salem, Oregon 97301; phone: 503-986-2865; email: valerie.greenway@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

Clackamas County/ODOT
Agreement No. 33216

- e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
3. If State terminates this Agreement for the reasons described in General Provisions 2(a) or (b) above, Agency must reimburse State for all state funds expended. If Agency fails to reimburse State, State may withhold Agency's proportional share of State Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. 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 State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
6. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency 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 State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State'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 State had sole liability in the proceeding.
7. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant

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

8. 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.
9. State and Agency are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
11. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, 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 that Party of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2018-2021 Statewide Transportation Improvement Program (STIP), (Key #20316) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently by amendment to the STIP).

Clackamas County/ODOT
Agreement No. 33216

CLACKAMAS COUNTY, by and through
its elected officials

By _____
Chair

Date _____

By _____
Recording Secretary

Date _____

**LEGAL REVIEW APPROVAL (If required in
Agency's process)**

By _____
County Legal Counsel

Date _____

Agency Contact:

Joel Howie, PE, Civil Engineering Supervisor
Clackamas County Department of
Transportation and Development
150 Beaver Creek Road
Oregon City, OR 97405
503-742-4658
JHowie@co.clackamas.or.us

State Contact:

Valerie Greenway, Senior Project Leader,
Region 2, Area 3
455 Airport Road SE, Bldg. B
Salem, OR 97301
503-986-2865
valerie.greenway@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
State Traffic Roadway Engineer

Date _____

By _____
Region 2 Manager

Date _____

By _____
Region 2 Project Delivery Manager

Date _____

By _____
Region 2, Area 3 Manager

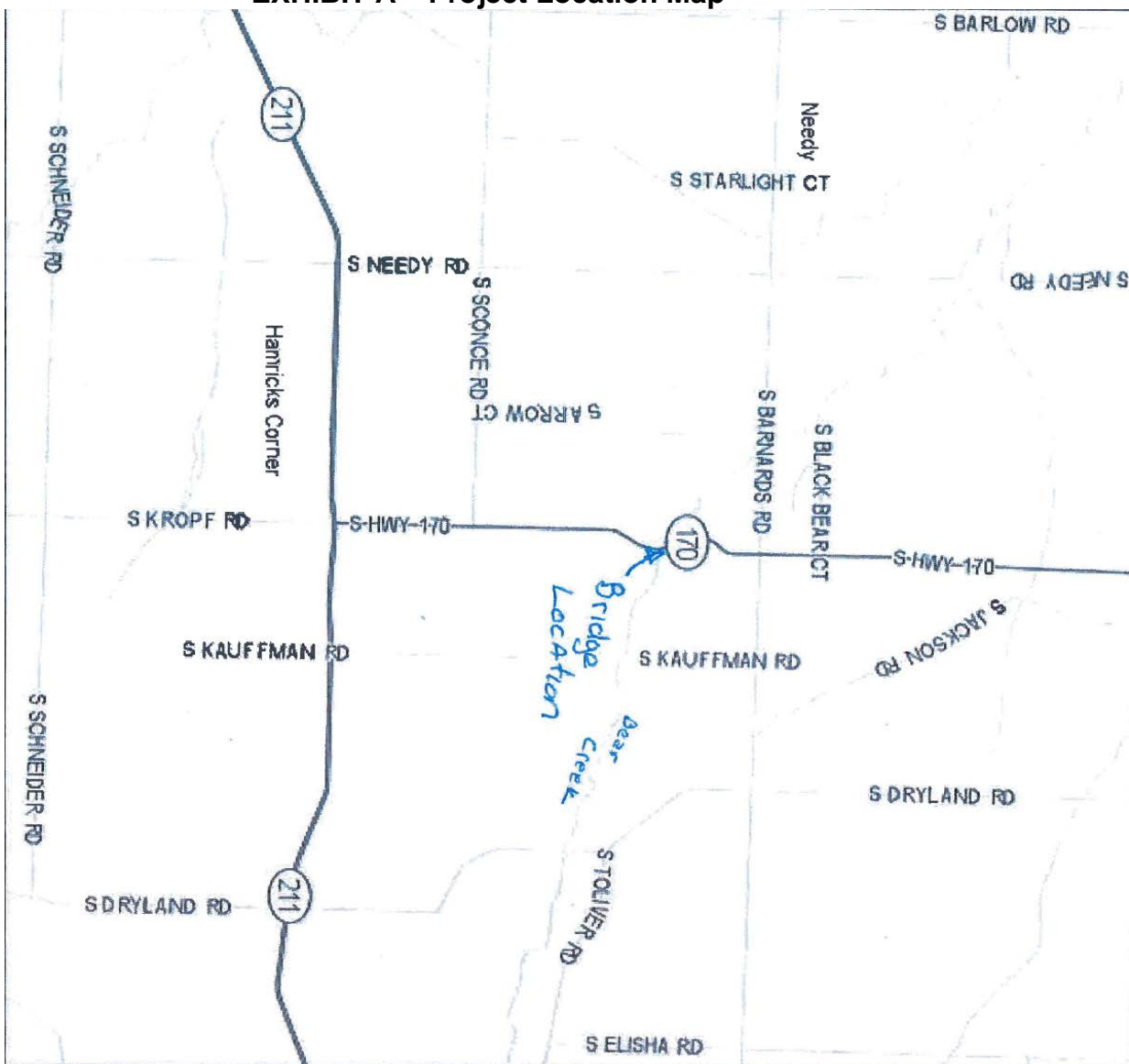
Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

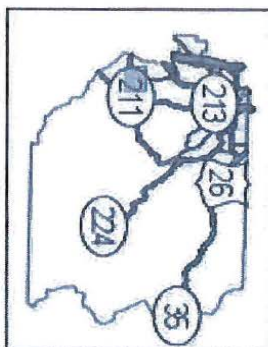
Date _____

EXHIBIT A – Project Location Map



Clackamas County

Bear Creek (Canby Marquam Hwy) Bridge



Geographic Information Systems
 168 Warner Millie Road
 Oregon City, OR 97045

This map and all other information have been compiled for preliminary and/or general purposes only. This information is not intended to be complete for purposes of determining land use restrictions, zoning, title, parcel size, or suitability of any property for a specific use. Users are cautioned to field verify all information before

Thu, 18 Feb 2016 14:12:16



DAN JOHNSON
DIRECTOR

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

March 28, 2019

Board of Commissioners
Clackamas County

Members of the Board:

A Board Order Acknowledging a Platted Right of Way and Simultaneously Vacating a Portion of Mountain Road

Purpose/Outcomes	Acknowledges platted variable width right of way dedication as part of the County Road system. Simultaneously vacates a portion of Mountain Road right of way.
Dollar Amount and Fiscal Impact	None
Funding Source	N/A
Duration	Upon execution; permanent right of way easement and vacation.
Previous Board Action	N/A
Strategic Plan Alignment	Grow a Vibrant Economy
Contact Person	Doug Cutshall, Engineering Technician 503-742-4669

BACKGROUND:

Mountain Road, (originally named De Neui Road), County Road No. 684, being 60 feet wide, located in the NW quarter of Section 9, Township 3 South, Range 1 East, W.M., was established, September 03, 1909. A recent survey and subdivision plat, Cade Estates, Plat Number 4500, determined the road as traveled does not exactly follow the original 1909 alignment or a 1957 dedication of right of way for the realignment of Mountain Road. The affected property owner has correctly surveyed and dedicated via the plat, an as traveled sixty foot wide road right of way through their property and would like to vacate those portions of the old alignment lying outside the newly established right of way.

Acknowledging the platted variable width right of way dedication, as part of the County Road system will allow for the simultaneous vacation of the unused portion of road right of way. There are no negative impacts to the traveling public or the adjoining property owners by this simultaneous road vacation.

Mountain Road within the Cade Estates Plat is open to the public for travel. After considering traffic impacts, fiscal impacts, and social impacts, staff believes that it would be in the public's interest to approve the Board Order Acknowledging the variable width right of way plat dedication as part of the County Road system and simultaneously vacating the unused SW Mountain Road right of way, in accordance with ORS 368.126.

County Counsel has reviewed and approved this action.

RECOMMENDATION:

Staff respectfully recommends that the Board adopt the attached Board Order Acknowledging the variable width right of way dedication as being part of the County Road system and simultaneously vacating the unused portion of SW Mountain Road right of way, County Road No. 684, DTD No. 21485.

Respectfully submitted,

Douglas Cutshall,
Engineering Technician DTD

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

In the Matter of Acknowledging
a Previously Dedicated Easement to
be Part of the County Road System
and the Simultaneous Vacation of a
Portion of SW Mountain Road, Co. Rd.
No. 684, DTD No. 21485, Situated in
Section 9, T.3 S., R.1 E., W.M.



Order No.
Page 1 of 1

This matter coming before the Board of County Commissioners at this time and it appearing to the Board that Mountain Road, in the plat of Cade Estates, Plat Number 4500, Clackamas County Plat Records, does not follow the 1909 or 1957 dedicated right of way. To remedy the error, a new as traveled 60 foot wide right of way has been accurately surveyed and dedicated through the said Cade Estates plat, however, the old excess right of way still exists, and;

IT APPEARING to the Board that said excess right of way beyond the 60 foot established width, may be vacated by acknowledging the Variable Width Right of Way Dedication, as described and depicted in said Cade Estates, Plat Number 4500, to be part of the County Road System, which will allow the Board, per ORS 368.126, to simultaneously vacate the excess unused portion of Mountain Road right of way within said plat, and as shown on attached Exhibit "A"; now therefore,

IT IS HEREBY ORDERED that the Board having Acknowledged said Variable Width Right of Way Dedication, in Cade Estates, Plat Number 4500, Clackamas County Plat Records, to be a part of the County Road System, being a part of County Road Number 684, can now, simultaneously vacate the unused, 1909 and 1957, portion of Mountain Road right of way within said plat lying outside of the 60 foot wide as traveled right of way, as shown on attached Exhibit "A" being incorporated in this Order.

IT IS FURTHER ORDERED that this Order and supporting documents be recorded free of charge with the Clackamas County Clerk when presented, with copies sent to the County Assessor Office, County Surveyor's Office, and County Finance/Fixed Assets' Offices.

ADOPTED this _____ day of March, 2019

BOARD OF COUNTY COMMISSIONERS

Chair

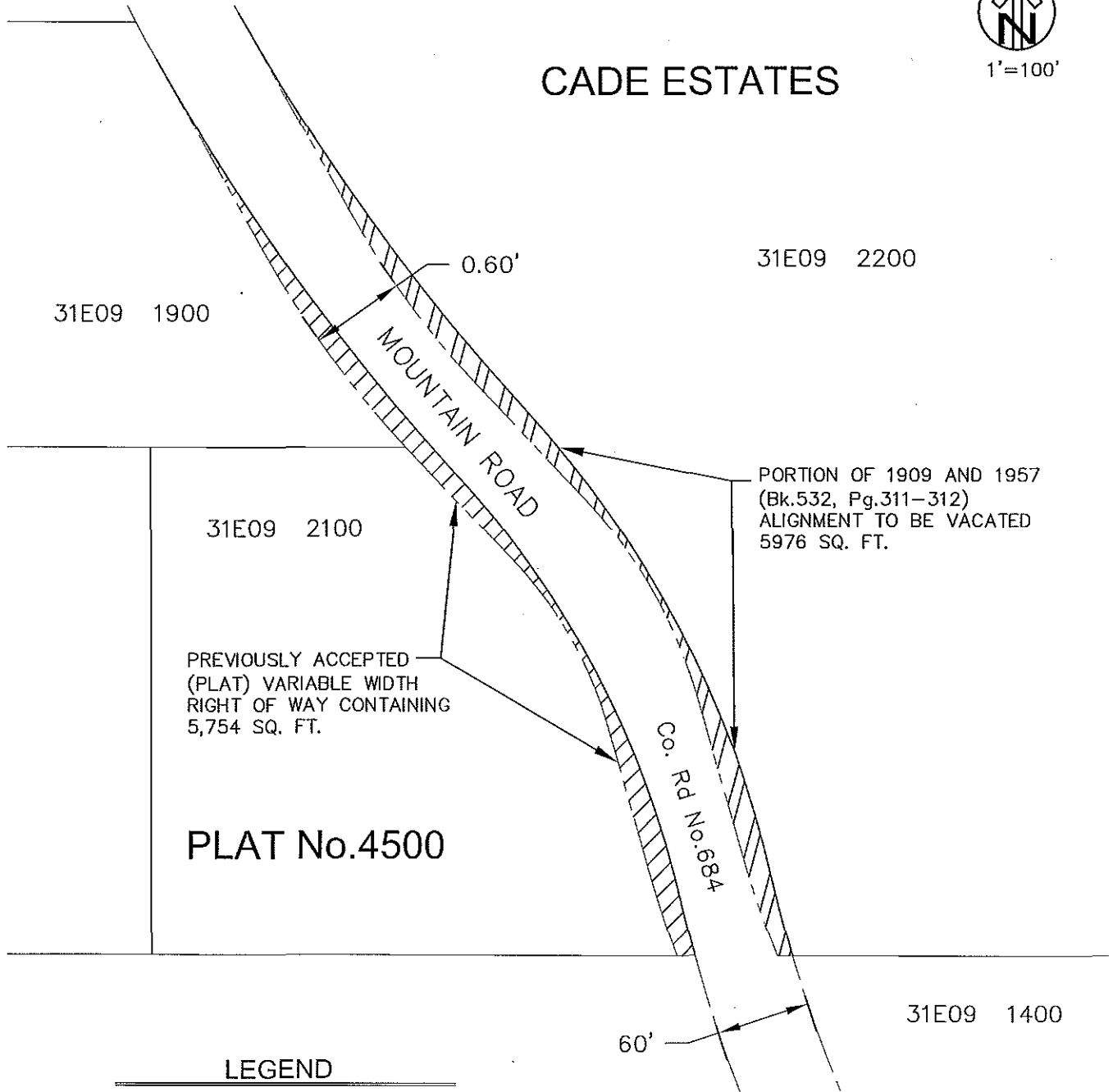
Recording Secretary

LOCATED IN THE NW 1/4 OF
SECTION 9, T.3S., R.1E., W.M.
CLACKAMAS COUNTY, OREGON

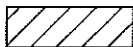
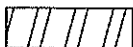


1"=100'

CADE ESTATES



LEGEND

-  DEDICATED RIGHT-OF-WAY
-  VACATED RIGHT-OF-WAY



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

March 28, 2019

Board of County Commissioner
Clackamas County

**Approval of Supplemental Project Agreement No. 33150 with
Oregon Department of Transportation (ODOT) for the
Clackamas County Regional Freight Intelligent Transportation System (ITS) Project**

Purpose/Outcomes	Using Federal-Aid Surface Transportation Program (STP) funds, this agreement allows Clackamas County to proceed with the design and construction implementation of ITS technologies to improve the reliability and safety of regional freight system within Clackamas industrial areas.
Dollar Amount and Fiscal Impact	Total Project Cost Estimate: \$2,055,388.05 Federal-Aid STP funds: \$1,844,299.70 Road Fund Match (10.27%): \$211,088.35
Funding Source	Federal-Aid Surface Transportation Program (STP) County Road Funds
Duration	Completion of the Project or first ten (10) years following the date of final execution, whichever is sooner.
Previous Board Action	01/01/17 – BCC Approval of Master Certification Agreement No. 30923 for County implementation of federally funded projects. 05/05/2016 – BCC approval of Amendment No. 1 to Agreement No. 29996 10/02/2014 – BCC Approval of Local Agency Agreement No. 29996
Strategic Plan Alignment	<ul style="list-style-type: none"> • Grow a vibrant economy • Ensure safe, healthy and secure communities
Contact Person	Bikram Raghubansh, Project Manager 503-742-4706

The scope of the project is to improve the reliability and safety of the regional freight system by managing freight vehicle delay in known congested areas and improve freight-related roadway design deficiencies within Clackamas County. The project consists of a two part process, which includes creation of Freight ITS Plan in Phase 1 and project design and construction/ implementation of that plan in Phase 2. With original Local Agency Agreement No. 29996, Phase 1 was completed in late summer of 2018. This Supplemental Project Agreement No. 33150 under County's Local Agency Certification Program Agreement No. 30923 with ODOT will allow County to complete the remaining Phase(s). This project will be financed with 89.73% of Federal STP funds matched by 10.27% of County Road Funds.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached Supplemental Project Agreement with ODOT for the Clackamas County Regional Freight ITS Project.

Respectfully submitted,

Bikram Raghubansh
Project Manager

**Oregon Department of Transportation
LOCAL AGENCY CERTIFICATION PROGRAM
Supplemental Project Agreement No. 33150
Clackamas County Regional Freight ITS Project**

THIS SUPPLEMENTAL PROJECT AGREEMENT (Agreement) is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and CLACKAMAS COUNTY acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually as "Party" or collectively as "Parties."

RECITALS

1. By the authority granted in Local Agency Certification Program Agreement No. 30923, executed on January 30, 2017 (Local Agency Certification Program Agreement) incorporated herein and by this reference made a part hereof, State may enter into this Supplemental Project Agreement with Agency for the performance of work on this improvement Project. The Certification Program allows State to certify a Local Agency's procedures and delegates authority to the certified Local Agency to administer federal-aid projects.
2. Certification status information as of the date of execution of this Agreement:
 - a. Agency is fully certified in the following functional areas:
 - design (excluding bridge design)
 - "advertise, bid, and award" for construction contracts
 - construction contract administration
 - b. Agency is conditionally certified in the following functional areas:
 - Consultant selection (direct appoint, formal and informal processes)
 - c. Agency is not currently seeking certification in the following functional area(s):
 - bridge design
 - d. Agency has completed or is in the process of completing the number of test project(s) required by ODOT for the Agency to become fully certified in the following functional areas:
 - Consultant selection (direct appoint, formal and informal processes)

The Parties are in the process of assessing the Agency's test project(s) and required program documents to transition the Agency from conditional to full certification for the functional areas listed in this subsection, and anticipate a

successful transition. Therefore, the project described in this Agreement is not one of the test project(s) described in the Local Agency Certification Program Agreement for the functional areas listed in this subsection.

- e. Agency has not had its Americans with Disabilities Act (ADA)-related exception and curb ramp inspection processes reviewed and approved by ODOT and FHWA for use on federally funded projects.
3. The Pacific Highway (I-5) and the Clackamas Highway (OR 212/224) are a part of the State highway system under the jurisdiction and control of the Oregon Transportation Commission. The following identified transportation corridors, apart from the above identified OTC highways, are a part of the County road system under the jurisdiction and control of the County: a) The Milwaukie Expressway (OR 224) at Lake Road, Pheasant Court and Johnson Road intersections; b) OR Highways 212/224 between McKinley Street to Rock Creek Junction, Jennifer Street/Evelyn Street/102nd Drive; SE 82nd Drive signalized intersection between the Gladstone Interchange and OR 212/224; c) Wilsonville North/South I-5 connection at Day Road/Elligsen Road/Boones Ferry Road; 95th Avenue, Wilsonville Road; and d) Sunnybrook Road between 97th Avenue and 82nd Avenue.
4. Agency and State entered into Miscellaneous Contracts & Agreements No. 29996 wherein State hired a consultant to draft two reports necessary for this Project in order for Preliminary Engineering to begin. Agency shall deliver the remainder of the Project, including the design and construction, as a certified agency under this Agreement.
5. The Project was selected as a part of the Surface Transportation Program (STP) and may include a combination of federal and state funds.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to Agency delivering the Clackamas County Regional Freight ITS project hereinafter referred to as "Project." Project includes a variety of Information Technology Systems (ITS) enhancements to improve the reliability of the regional freight system by reducing freight delays in known congested areas. ITS improvements may be deployed on some or all of the following freight corridors and employment areas: 1) Milwaukie Expressway (Highway 224) at Lake Road, Pheasant Court, and Johnson Road intersections; 2) OR Highway 212/OR Highway 224, between McKinley Street to Rock Creek Junction, Jennifer Street / Evelyn Street / 102nd Drive; 3) SE 82nd Drive signalized intersection between the Gladstone Interchange and OR Highway 212/OR Highway 224; 4) Wilsonville North/South I-5 connection at Day Road/Elligsen Road/Boones Ferry Road/95th Ave, Wilsonville Road; and 5) Sunnybrook between 97th Avenue and 82nd Avenue. Potential ITS treatments include signal system upgrades, traffic

surveillance cameras, fiber optic communication systems, enhanced traveler information website, freight way finding signs, over height vehicle active warning systems, enhancements at low vertical clearance underpasses, at-grade rail crossing surfacing improvements, weigh-in-motion sensors and radar video counters. Agency work includes all phases of the Project and all tasks required to complete those phases, with the exception of the tasks completed by the State under MC&A 29996. The location of the Project is shown on the sketch map attached hereto, marked "Exhibit A," and by this reference made a part hereof.

2. The total Project cost is estimated at \$2,055,388.05, which is subject to change. Federal funds for this Project shall be limited to \$1,844,299.70. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal or state funds, and the 10.27 percent match for all eligible costs. Any unused federal or state funds obligated to this Project will not be paid out by the State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds. Agency will report the final cost of each phase of the Project at the completion of each phase, as well as the Total Project Cost at the end of the Project, to the State's Regional Local Agency Liaison.
3. Federal funds under this Agreement are provided under Title 23, United States Code.
4. If State performs work on the Project, State will provide Agency with a preliminary estimate for the cost of State's work. Prior to the start of each Project phase, State will provide an updated estimate of State's costs from that phase to Agency. Such phases generally consist of Preliminary Engineering, Right of Way, Utility, and Construction. Agency understands that State's costs are estimates only and agrees to reimburse State for actual cost incurred per the Terms of this Agreement.
5. Agency shall make all payments for work performed on the Project, including all construction costs, and invoice State for one-hundred (100%) percent of its costs. State shall reimburse approved Agency invoices at the pro-rated federal share of 89.73 percent. All costs beyond the federal and state reimbursement and any non-participating costs will be the responsibility of the Agency, and will not be reimbursed by the State. State shall invoice Federal Highway Administration (FHWA) and Agency for work provided as part of the Project. Agency agrees to reimburse State for work performed for the project upon receipt of invoice. Failure of Agency to make such payments to State may result in withholding of Agency's proportional allocation of State Highway Trust Funds until such costs are paid. Agency understands that State's costs are estimates only and agrees to reimburse State for the actual amount expended.
6. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.

Agency/State
Agreement No. 33150

7. This Agreement is subject to the terms and provisions of the Local Agency Certification Program Agreement.
8. Information required by 2 CFR 200.331(a)(1) shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by State to Agency with the Notice to Proceed.
9. Indirect Cost Rate.
 - a. As required by 2 CFR 200.331(a)(4), the indirect cost rate(s) for this project at the time the agreement is written is 44.85% . This rate may change during the term of this Agreement upon notice to ODOT and ODOT's subsequent written approval.
 - b. If the approved rate(s) change(s) during the term of this Agreement, Agency shall invoice ODOT using the current indirect cost rate(s) for the project on file with ODOT at the time the work is performed. If Agency does not have approved indirect cost rate(s) on file with ODOT at the time the work is performed, Agency shall invoice ODOT using a zero percent (0%) rate.
10. Agency Work on this Project:
 - a. Agency shall perform the following functional areas in which Agency is fully certified and as authorized by the Local Agency Certification Program Agreement:
 - design (excluding bridge design)
 - "advertise, bid, and award" the construction contract
 - construction contract administration
 - b. While Agency is in the process of transitioning from conditional to full certification, by the terms of this Agreement and for only this Project, Agency is authorized and shall perform as if fully certified in the following functional areas:
 - consultant selection (direct appoint, formal and informal processes)

Agency understands that this Project is subject to the terms and conditions of the Local Agency Certification Program Agreement and may also be subject to the terms of a corrective action plan and increased monitoring if ODOT's evaluation of Agency's test project(s) or program documents identifies the need for corrective action.
11. RESERVED
12. State will submit the requests for federal funding to the FHWA. The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed outside the period of performance and scope of work approved by FHWA will be considered nonparticipating and paid for at Agency expense.

13. State's Regional Local Agency Liaison or designee will provide Agency with a written notice to proceed for each phase of the Project when FHWA approval has been secured and funds are available for expenditure on this Project.
14. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
15. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
16. Reserved.
17. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.
18. State may conduct periodic inspections during the useful life of the Project to verify that Project is being properly maintained and continues to serve the purpose for which federal funds were provided.
19. State and Agency Agree that the useful life of the Project is 20 years.
20. By signing this Agreement, Agency agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act (FFATA) and is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>. If, in the preceding fiscal year, Agency received more than 80% of its gross revenues from the federal government, those federal funds exceed \$25,000,000 annually, and the public does not have access to information about the compensation of executives through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986, Agency shall report the total compensation and names of its top five executives to State. Agency shall report said information to State within 14 calendar days of execution of this Agreement and annually thereafter, utilizing the FFATA form attached hereto as Exhibit "B".
21. **Americans with Disabilities Act Compliance:**
 - a. **General:** Agency agrees to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA") as identified in paragraph 1 of the **General Provisions** section of Local Agency Certification Program Agreement, and to utilize ODOT standards to assess and ensure Project compliance with the ADA.

b. **ADA Design Standards and Construction Specifications:** Agency agrees to comply with ODOT's current ADA-related design standards, construction specifications, and design exception documentation and approval requirements for design, modification, upgrade, or construction of Project sidewalks, curb ramps, and pedestrian activated signals, as applicable to the Project, on both the Oregon State Highway System (state highway) and on the local agency system, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, and current ODOT Curb Ramp Inspection form.

i. **ADA Inspection Forms:** Prior to issuing the Second Notification pursuant to Oregon Standard Specification 00180.50(g), or Agency's approved equivalent, Agency agrees to submit a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Regional Local Agency Liason for each curb ramp designed, constructed, upgraded, or modified for this Project. The completed form is the required documentation from Agency showing that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form 734-5020 and instructions are available at the following website:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>

ii. **State inspection:** Agency shall promptly notify State of Project completion and allow State to inspect Project sidewalks, curb ramps, and pedestrian-activated signals, as applicable to the Project, located on or along a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.

c. **Work Zone Access:** Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction.

d. **Reimbursement:** Unless Agency has an approved design exception, State will only reimburse Agency for work that meets the applicable ODOT standards, regardless of whether the work is on a State-owned or an Agency-owned facility.

e. **On-going Maintenance Obligation:** Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:

i. Pedestrian access is maintained as required by the ADA,

- ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety, or access issues are promptly evaluated and addressed,
 - iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Agency or abutting property owner pursuant to applicable local code provisions,
 - iv. Any future alteration work on the Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- f. **Survival:** Maintenance obligations in this section shall survive termination of this Agreement.
22. Agency shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. Agency shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.
23. Agency shall contact the State's District 2B Office prior to commencement of work to determine if any permits are needed to occupy State right-of-way. Agency agrees to comply with all provisions of any State-issued permits to "Occupy or Perform Operations Upon a State Highway" and to also obtain Highway Approach Permits from State's District 2B Office for all public roads and private properties adjacent to the highway, if they are needed, according to Oregon Administrative Rules (OAR) Chapter 734, Division 51. Agency agrees to comply with all provisions of required permits, and shall require its developers, contractors, subcontractors, or consultants performing such work to comply with such provisions.
24. State grants Agency or others designated by Agency and permitted by State District Permitting Office, permission to access State right of way for the purpose of maintaining Project-related landscaping and sidewalks. In lieu of State district permits, State hereby grants Agency or others designated by Agency the right to enter and occupy State right of way for the purpose of routine maintenance of all Project related landscaping and sidewalk improvements. Agency shall contact State's Regional Liaison to determine if a permit is required from State's District Office for all other activities beyond the listed routine maintenance prior to commencing activities.

25. Agency grants State or others designated by State the right to enter onto and occupy Agency right of way for the purpose of inspection, audit, maintenance and operation of State-owned and other designated facilities, and performance of any other State duty or obligations.
26. Pursuant to OAR 734-020-0430, Agency shall obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, traffic system modifications, or illumination to be installed on a State Highway.
27. Agency, or its contractor's, electrical inspectors shall possess a current State Certified Traffic Signal Inspector certificate, in order to inspect electrical installations on State highways. The State District Permitting Office shall verify compliance with this requirement prior to construction. The permit fee also covers the State electrician's supplemental inspection.
28. State's Region Electrical Crew shall, at Project expense, perform the signal equipment environmental testing. State Signal Technicians shall, at Project expense, perform the signal field testing and turn on. Traffic signal timing shall be the responsibility of State, unless there is an agreement that specifically allows Agency to perform that function. State retains the right to review the traffic signal timing for signals on state highways, or those which State maintains, and reserves the right to request adjustments when needed. In cases where the Agency modifies timing to add railroad or emergency vehicle preemption, bus priority, or other changes that affect vehicle or pedestrian clearances, or operation of the state highway, such modifications shall be reported to State's Region Traffic Engineer. State's Region Traffic Engineer will notify the local jurisdiction whenever timing changes that affect the operation of local street connections to the state highway are scheduled. All modifications shall follow guidelines set forth in the current *Manual on Uniform Traffic Control Devices*, and the current *ODOT State Traffic Signal Policy and Guidelines*.
29. Agency shall ensure that all Project work and maintenance activities involving pedestrian-activated signals comply with the ADA and Terms of Agreement Paragraph 21.
30. In addition to the third party beneficiary, indemnification, and insurance requirements included in the Local Agency Certification Program Agreement, Agency shall include the following stipulations in the Special Provisions of any contract for any project where Agency is contracting work on or along a state highway:
 - a. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.
 - b. To the fullest extent permitted by law, and except to the extent otherwise void under ORS 30.140, Contractor shall indemnify, defend and hold harmless Agency, State and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any

nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, sub-contractors, or agents under the resulting contract.

- c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage shall be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence shall not be less than

\$1,000,000 **\$2,000,000** **\$5,000,000** for each job site or location. Each annual aggregate limit shall not be less than **\$1,000,000** **\$2,000,000** **\$4,000,000** **10,000,000.**

- d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.
- e. Additional Insured Endorsement. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to the Contractor's activities to be performed under the resulting contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of the resulting contract and shall be grounds for immediate termination of the resulting contract and this Agreement.
- g. Agency shall require its contractor(s) and/or subcontractor(s) as appropriate to acquire construction and performance bonding covering State's interests where Project construction affects State Property. Agency will ensure that State is included as either a dual obligee or a named additional obligee under the performance and payment bonds. Proof of said bonding will be provided to State by the Agency. If Agency fails to meet the requirements of this paragraph or the underlying agreement conditions, including all incorporated State and federal

laws, rules and regulations and costs are incurred by State because of it, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for those costs.

31. Traffic signal, illumination poles and foundations installed on state highways shall conform to State's standards, pursuant to State's Traffic Structures Design Manual and Geotechnical Design Manual.
32. Agency shall be responsible for any maintenance of behind the curb improvements including areas located within highway right-of-way. Such improvements shall be maintained at the same level as are similar facilities owned by State. Agency may require the adjacent property owners to fund or perform maintenance of the behind the curb improvements. Agency shall remain responsible for compliance with the terms of this Agreement, and responsible for the performance of such work, even when maintenance is performed by Agency contractors or property owners, or if right of way behind the curb is partly or in whole State right of way.
33. Except as provided in Terms of Agreement Paragraph 21 above, State shall, at its own expense, maintain and operate the portions of the Project on State right of way.
34. To the fullest extent permitted by law, and except to the extent otherwise void under ORS 30.140, Agency shall require its contractor(s) and subcontractor(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, Oregon Transportation Commission and its members, Department of Transportation 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 (hereinafter, referred to individually and collectively as "Claims"), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of State, be indemnified for all Claims caused or alleged to be caused by the contractor or subcontractor.
35. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any 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 of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

36. This Agreement may be terminated by mutual written consent of both Parties.
37. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
- a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
38. Any termination of this Agreement shall not extinguish or prejudice any rights or obligations accrued to the Parties prior to termination.
39. The rights and obligations set out in **Paragraphs 17-18, 21.e-f, 24-25, 28, 29-30, 32-37, and 39-40** shall survive Agreement expiration or termination, as well as any provisions of this Agreement that by their context are intended to survive.
40. Agency, as a recipient of federal funds, pursuant to this Agreement with State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires State to return funds to the FHWA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
41. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and

enforced as if the Agreement did not contain the particular term or provision held to be invalid.

42. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
43. Agency certifies and represents that each individual signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
44. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
45. This Agreement, the Local Agency Certification Program (Certification Program) Agreement No. 30923, as amended and all attached exhibits, and Miscellaneous Contracts & Agreements No. 29996, as amended, constitutes the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached Exhibits will control over Project application and documents provided by Agency to State. 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 State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. Notwithstanding this provision, the Parties may enter into a Right Of Way Services Agreement in furtherance of the Project.
46. State's Regional Local Agency Liaison for this Agreement is Mahasti Hastings, 123 NW Flanders Street, Portland, OR 97209, 503-731-8595, Mahasti.v.hastings@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
47. Agency's Project Liaison for this Agreement is Bikram Raghubansh, 150 Beaver Creek Road, Oregon City, OR 97045, 503-742-4706, bikramrag@co.clackamas.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Agency/State
Agreement No. 33150

This Project is in the 2018-2021 Statewide Transportation Improvement Program (STIP), (Key #18001) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently approved by amendment to the STIP).

Agency/State
Agreement No. 33150

CLACKAMAS COUNTY, acting by and
through its elected officials

By _____

Title _____

Date _____

**LEGAL REVIEW APPROVAL (If required
in Agency's process)**

By _____
Agency Legal Counsel

Date _____

Agency Contact:

Bikram Raghubansh
Senior Traffic Engineer
150 Beaver Creek Road
Oregon City, OR 97045
503-742-4706
bikramrag@co.clackamas.or.us

State's Regional Local Agency Liaison:

Mahasti Hastings
123 NW Flanders Street
Portland, OR 97209
503-731-8595
Mahasti.v.hastings@odot.state.or.us

STATE OF OREGON, acting by and
through its Department of Transportation

By _____

Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Certification Program Manager

Date _____

By _____
Region 1 Manager

Date _____

By _____
State Traffic Engineer

Date _____

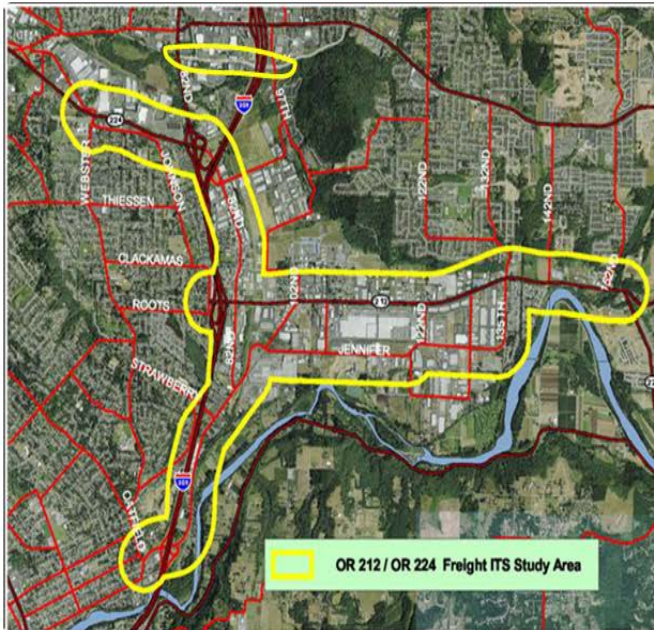
**APPROVED AS TO LEGAL
SUFFICIENCY**

By Jennifer O'Brien
Assistant Attorney General

Date via email dated February 14, 2019

Exhibit A – Project Location Map

Clackamas County
Regional Freight ITS Project



OR 212/224 Study Area -
Potential Deployment Area



Wilsonville Study Area -
Potential Deployment Area

Vicinity Map

Agency/State
Agreement No. 33150

EXHIBIT B
Federal Funding Accountability and Transparency Act (FFATA)
Subaward Reporting

(For purposes of this Exhibit, references to “your organization” shall mean “Agency” and references to “ODOT” shall mean “State.”)

The Oregon Department of Transportation (ODOT) is required to fulfill a federal requirement for contracting under the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). FFATA reporting is a requirement for subawards (also known as subrecipients) of federal awards in excess of \$25,000,000. Your organization will enter into an agreement with ODOT where the funding source is a federal grant with a subrecipient relationship. Your organization is required to submit the information below to the Oregon Department of Transportation within fourteen calendar days of execution of the Agreement and annually thereafter, if applicable. (See the following page for further details.)

Legal entity name: _____

Data Universal Number System (DUNS) number: _____

Executive compensation

Executive compensation information is also required to determine whether or not the following information must be reported in FSRS:

- a. In your organization’s previous fiscal year, did your organization receive 80% or more of its annual gross revenue and \$25,000,000 or more in federal procurement contracts, subcontracts, loans, grants, subgrants, cooperative agreements and federal financial assistance awards subject to the Transparency Act? (Include parent organization, all branches, and all affiliates worldwide.)
 Yes No If “yes,” proceed to b. If “no,” no further action is required and submittal of this form is not required.
- b. Does the public have access to information about the compensation of the senior executives in your organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
 Yes No If “yes,” provide a link to the SEC: <http://www.sec.gov> where this information is located and return form to the ODOT contact shown at the bottom of this form.
Provide link here:

If “no,” provide compensation information below.

Names and annual compensation amounts of the five most highly compensated executives:

1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

Business entity contact information (person completing form):

Type name	Title	Date
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Return completed form to: Jeff Flowers, Program and Funding Services Manager; Oregon Department of Transportation; 555 13th Street NE; Salem, OR 97301; Jeffrey.A.FLOWERS@odot.state.or.us

Background on FFATA requirements

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of the Act is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

Definition of compensation

Your organization is considered a subrecipient of federal funds. Unless your organization is exempt, FFATA requires you to report total compensation for each of your five most highly compensated executives for the preceding completed year. Total compensation means the cash and non-cash dollar value earned by the executive during the subrecipient's preceding fiscal year and includes the following: salary and bonus; awards of stock, stock options, and stock appropriation rights; earnings for services under non-equity incentive plans; change in pension value; above-market earnings on deferred compensation which is not tax-qualified; and other compensation as defined in 2 CFR Part 170, Section 170.330(b)(5)(vi).

More detailed information about the FFATA can be found at: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

If you have any questions, contact:

Jeff Flowers
Program and Funding Services Manager
Oregon Department of Transportation
555 13th Street NE
Salem, OR 97301
Jeffrey.A.FLOWERS@odot.state.or.us
Telephone: 503-986-4453



DAN JOHNSON
DIRECTOR

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

March 28, 2019

Board of County Commissioner
Clackamas County

Approval of Amendment No. 2 to the Local Agency Agreement No. 29996 with Oregon Department of Transportation (ODOT) for the Clackamas County Regional Freight Intelligent Transportation System (ITS) Project

Purpose/Outcomes	Amendment No. 2 to Local Agency Agreement with ODOT for the Clackamas County Regional Freight Intelligent Transportation System (ITS) Project.
Dollar Amount and Fiscal Impact	Total Project Cost Estimate: \$2,251,198 Federal-Aid STP funds: \$2,020,000 Road Fund Match (10.27%): \$231,198
Funding Source	Federal-Aid Surface Transportation Program (STP) County Road Funds
Duration	Completion of the Project or ten (10) years following the date of final execution, whichever is sooner.
Previous Board Action	5/5/2016 – BCC approval of Amendment No. 1 10/02/2014 – BCC Approval of Local Agency Agreement No. 29996
Strategic Plan Alignment	<ul style="list-style-type: none">• Grow a vibrant economy• Ensure safe, healthy and secure communities
Contact Person	Bikram Raghubansh, Project Manager 503-742-4706

This is amendment No. 2 to the Intergovernmental Agreement between Clackamas County and Oregon Department of Transportation (ODOT) to the Clackamas Regional Freight ITS Project. Original project agreement identified ODOT to deliver all phases of federal-aid highway project through ODOT's project delivery process. The project consists of a two part process, which includes creation of Freight ITS Plan in Phase 1 and project design and construction/ implementation of that plan in Phase 2. Using ODOT procurement process, Phase 1 (planning phase) of this project was completed in late summer of 2018 with creation of Freight ITS Plan. Since Clackamas County is now conditionally/fully certified to deliver Phase 2 of the project, this amendment will transfer the remaining project delivery process from ODOT to Clackamas County certification process. Completion of Phase 1 of this project was estimated at \$195,809.95. The remaining balance of \$2,055,388.05 project funds will be deleted from this agreement and applied to Local Agency Certification Program Supplemental Project Agreement No. 33150. This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached Amendment No. 2 to the original Local Agency Agreement for the Clackamas County Regional Freight ITS Project.

Respectfully submitted,

Bikram Raghubansh
Project Manager

**AMENDMENT NUMBER 02
LOCAL AGENCY AGREEMENT
Clackamas County Regional Freight ITS Project
Clackamas County**

This is Amendment No. 02 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," and **Clackamas County**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into on October 15, 2014 and Amendment Number 1 on October 5, 2016.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to limit the scope of the Project completed by the State and modify funding accordingly.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment to Agreement.**

ATTACHMENT NO. 1 to Agreement No. 29,996, SPECIAL PROVISIONS shall be deleted in its entirety and replaced with the attached Revised ATTACHMENT No. 1 to Agreement No. 29,996. All references to "ATTACHMENT No. 1" shall hereinafter be referred to as "Revised ATTACHMENT No. 1."

Attached Revised ATTACHMENT No. 2 to Agreement No. 29,996 shall be added as Revised ATTACHMENT No. 2. For services provided on and after the effective date of this amendment, new Revised ATTACHMENT No. 2 applies.

TERMS OF AGREEMENT, Paragraphs 1-2, Page 1-2 which read:

1. Under such authority, State and Agency agree to Agency improving The Clackamas County Regional Freight Intelligent Transportation System (ITS) Project. To improve reliability and safety of the Freight System, this project will deploy several priority ITS improvements on various routes within Clackamas County. ITS improvements may be deployed on some or all of the following freight corridors and employment areas: 1) Milwaukie Expressway (Highway 224) at Lake Road, Pheasant Court, and Johnson Road intersections; 2) OR Highway 212/OR Highway 224, between McKinley Street to Rock Creek Junction, Jennifer Street / Evelyn Street / 102nd Drive; 3) SE 82nd Drive signalized intersection between the Gladstone Interchange and OR Highway 212/OR Highway 224; 4) Wilsonville North/South I-5 connection at Day Road/Elligsen Road/Boones Ferry Road/95th Ave, Wilsonville Road; and 5) Sunnybrook between 97th Avenue and 82nd Avenue. Potential ITS treatments include signal system upgrades, traffic surveillance cameras, fiber optic communication systems, enhanced traveler information website, freight way finding signs, over height vehicle active warning systems, enhancements at low vertical clearance underpasses, at-grade rail crossing surfacing improvements,

weight in motion sensors and radar video counters. The location of the Project is approximately as shown on the detailed map attached hereto, marked "Revised Exhibit A," and by this reference made a part hereof.

2. The Project will be conducted as a part of the Federal-Aid Surface Transportation Program (STP) under Title 23, United States Code. The total Project cost is estimated at \$2,251,198, which is subject to change. STP urban funds for this Project will be limited to \$2,020,000. The Project will be financed with STP funds at the maximum allowable federal participating amount, with Agency providing the match and any non-participating costs, including all costs in excess of the available federal funds. **Agency shall be responsible for all remaining costs of the work it incurs, including the 10.27% match for all eligible costs, any nonparticipating costs, and all costs in excess of the available federal funds.**

Shall be deleted in its entirety and replaced with the following:

1. Under such authority, Agency and State agree to State delivering a portion of the Clackamas County Regional Freight ITS Project on behalf of Agency, hereinafter referred to as "Project." Project includes hiring a consultant to draft two reports necessary before Preliminary Engineering can begin: Systems Engineering report and a Concepts of Operation report. The location of the Project is approximately as shown on the map attached hereto, marked "Revised Exhibit A," and by this reference made a part hereof.
2. The total Project cost is estimated at \$195,809.95, which is subject to change. Federal funds for this Project shall be limited to \$175,699.77. Agency shall be responsible for all remaining costs, including the 10.27 percent match for all eligible costs, any non-participating costs, and all costs in excess of the federal funds. Any unused federal funds will be retained by State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds.

TERMS OF AGREEMENT, Paragraphs 6-7 which read:

6. Agency shall require its contractor(s) and subcontractor(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, Oregon Transportation Commission and its members, Department of Transportation 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 omission of Agency's contractor or any of its officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for

Claims rising solely from the negligent or willful acts or omissions of State, be indemnified by the contractor and subcontractor from and against any and all Claims.

7. Any such indemnification shall also provide that neither Agency's contractor an subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any 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 of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

Shall be deleted in their entirety and replaced with the following:

6. State and Agency agree that State will serve as the lead contracting agency and contract administrator for the consultant contract related to the work under this Agreement.
7. Federal funds under this Agreement are provided under Title 23, United States Code.
3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications 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.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2018-2021 Statewide Transportation Improvement Program, (Key #18001) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently approved by amendment to the STIP).

CLACKAMAS COUNTY, by and through its elected officials

By _____

Date _____

By _____
Recording Secretary

Date _____

LEGAL REVIEW APPROVAL (If required in Agency's process)

By _____
Agency Counsel

Date _____

Agency Contact:

Bikram Raghubansh
Senior Traffic Engineer
150 Beaver Creek Road
Oregon City, OR 97045
503-742-4706
bikramrag@co.clackamas.or.us

State Contact:

Mahasti Hastings
Local Agency Liaison
123 NW Flanders Street
Portland, OR 97209
503-731-8595
Mahasti.v.hastings@odot.state.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Technical Services Manager/Chief Engineer

Date _____

By _____
State Roadway Engineer

Date _____

By _____
Region 1 Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By Jennifer O'Brien _____
Assistant Attorney General

Date: via email dated February 26, 2019

**REVISED ATTACHMENT NO. 1 to Agreement 29,996
SPECIAL PROVISIONS**

1. State or its consultant shall conduct all work components necessary to complete the Project, except for those responsibilities specifically assigned to Agency in this Agreement. State or its consultant shall complete a System Engineering and a Concepts of Operation report.
2. State and Agency agree that the useful life of this Project is defined as 20 years.
3. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.
4. By signing this Federal-Aid Agreement Agency agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act (FFATA) and is subject to the following award terms:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>. If, in the preceding fiscal year, Agency received more than 80% of its gross revenues from the federal government, those federal funds exceed \$25,000,000 annually, and the public does not have access to information about the compensation of executives through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986, Agency shall report the total compensation and names of its top five executives to State. Agency shall report said information to State within 14 calendar days of execution of this Agreement and annually thereafter, utilizing the FFATA form attached hereto as Exhibit "B".
5. State shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. State shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.

Exhibit B

**Federal Funding Accountability and Transparency Act (FFATA)
Subaward Reporting**

(For purposes of this Exhibit, references to “your organization” shall mean “Agency” and references to “ODOT” shall mean “State.”)

The Oregon Department of Transportation (ODOT) is required to fulfill a federal requirement for contracting under the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). FFATA reporting is a requirement for subawards (also known as subrecipients) of federal awards in excess of \$25,000,000. Your organization will enter into an agreement with ODOT where the funding source is a federal grant with a subrecipient relationship. Your organization is required to submit the information below to the Oregon Department of Transportation within fourteen calendar days of execution of the Agreement and annually thereafter, if applicable. (See the following page for further details.)

Legal entity name:

Data Universal Number System (DUNS) number:

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Executive compensation information is also required to determine whether or not the following information must be reported in FSRS:

a. In your organization’s previous fiscal year, did your organization receive 80% or more of its annual gross revenue and \$25,000,000 or more in federal procurement contracts, subcontracts, loans, grants, subgrants, cooperative agreements and federal financial assistance awards subject to the Transparency Act? (Include parent organization, all branches, and all affiliates worldwide.)

Yes No If “yes,” proceed to b. If “no,” no further action is required and submittal of this form is not required.

b. Does the public have access to information about the compensation of the senior executives in your organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes No If “yes,” provide a link to the SEC: <http://www.sec.gov> where this information is located and return form to the ODOT contact shown at the bottom of this form.

Provide link here:

If “no,” provide compensation information below.

Names and annual compensation amounts of the five most highly compensated executives:

1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

Business entity contact information (person completing form):

Type name	Title	Date
-----------	-------	------

Return completed form to: Jeff Flowers, Program and Funding Services Manager; Oregon Department of Transportation; 555 13th Street NE; Salem, OR 97301; Jeffrey.A.FLOWERS@odot.state.or.us

Background on FFATA requirements

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More detailed information about the FFATA can be found at:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

If you have any questions, contact:

Jeff Flowers
Program and Funding Services Manager
Oregon Department of Transportation
555 13th Street NE
Salem, OR 97301
Jeffrey.A.FLOWERS@odot.state.or.us
Telephone: 503-986-4453

REVISED ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. State will provide or secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.
4. Agency may perform only those elements of the Project identified in the special provisions.

PROJECT FUNDING REQUEST

5. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. State, its consultant or Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

6. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or vendor, using the criteria in 2 CFR 200.330.
7. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the Local Agency Guidelines Manual that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
 - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
 - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid, must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.

- c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
10. Agency shall follow the requirements stated in the Single Audit Act. Agencies expending \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, shall have a single organization-wide audit conducted in accordance with the Single Audit Act of 1984, PL 98-502 as amended by PL 104-156 and subject to the requirements of 49 CFR Parts 18 and 19. Agencies expending \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014 shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Agencies expending less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, are exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials based on the records retention period identified in the Project Agreement. The cost of this audit can be partially prorated to the federal program.
11. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
12. Agency shall present invoices for one hundred (100) percent of actual costs incurred by Agency on behalf of the Project directly to State's Liaison for review, approval and reimbursement to Agency. Costs will be reimbursed consistent with federal funding provisions and the Project Agreement. Such invoices shall identify the Project by the name of the Project Agreement, reference the Project Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one-month duration, based on actual expenses to date. All invoices received from Agency must be approved by State's Liaison prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of the

Federal-Aid Policy Guide (FAPG), Title 23 CFR parts 1.11, 140 and 710. Final invoices shall be submitted to State for processing within forty-five (45) days from the end of each funding phase as follows: a) preliminary engineering, which ends at the award date of construction b) last payment for right of way acquisition and c) contract completion for construction. Partial billing (progress payment) shall be submitted to State within forty-five (45) days from date that costs are incurred.

Invoices submitted after 45 days may not be eligible for reimbursement by FHWA. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the Project Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period ending on the later of six (6) years following the date of final voucher to FHWA or after resolution of any disputes under the Project Agreement. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (2 CFR 200.333(c)).

13. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:

a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.

b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.

14. State shall, on behalf of Agency, maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.

15. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the final total cost of the Project has been computed, State shall furnish Agency with an itemized statement.. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total cost of the Project. Any portion of deposits made in excess of the final total cost of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the final total cost of the Project.

DESIGN STANDARDS

16. Agency and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or its consultant shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or its consultant may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.

17. Agency agrees that if the Project is on the Oregon State Highway System or a State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.

18. State and Agency agree that for all projects on the Oregon State Highway System or a State-owned facility, any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. State and Agency further agrees that for all projects on the NHS, regardless of funding source; any design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retains authority for their approval. FHWA shall review any design exceptions for projects subject to Focused Federal Oversight and retains authority for their approval.

19. Agency agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. State or its consultant shall, on behalf of Agency, obtain the approval

of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.

20. The standard unit of measurement for all aspects of the Project shall be English Units. All Project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

PRELIMINARY & CONSTRUCTION ENGINEERING

21. Preliminary engineering and construction engineering may be performed by either a) State, or b) a State-approved consultant. Engineering work will be monitored by State to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, or b) a State-approved consultant. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall offer Agency the opportunity to review the documents prior to advertising for bids.
22. Architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects must follow the State's processes to ensure federal reimbursement. State will award and execute the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 137-048-0130, OAR 137-048-0220(4), OAR 137-048-0260 and State Personal Services Contracting Procedures, as applicable and as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the state approved consultant prior to receiving authorization from State to proceed.
23. The State or its consultant responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
24. State shall prepare construction contract and bidding documents, advertise for bid proposals, and award all construction contracts.
25. Upon State's award of a construction contract, State shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's Manual of Field Test Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee

and provide intermittent inspection services during the construction phase of the Project.

26. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

**REQUIRED STATEMENT FOR United States Department of Transportation (USDOT)
FINANCIAL ASSISTANCE AGREEMENT**

27. By signing the Federal-Aid Agreement to which these Federal Standard Provisions are attached, Agency agrees to adopt State's DBE Program Plan, available at https://www.oregon.gov/ODOT/CS/CIVILRIGHTS/Pages/dbe_prog_plan.aspx. Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. Agency agrees to take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. State's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Project Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Project Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 United States Code (USC) 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

Disadvantaged Business Enterprises (DBE) Obligations

28. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."

29. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the

Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.

30. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 24 and 26; , 2 CFR 1201; Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

RIGHT OF WAY

31. Right of Way activities shall be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24. State, at Project expense, shall review all right of way activities engaged in by Agency to ensure compliance with all laws and regulations.
32. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or its consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State's Region Right of Way office.
33. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be initiated by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each Party. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be responsible for coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through State's Liaison, who will forward the request to State's Region Right of Way office on all projects. All projects must have right of way certification coordinated through State's Region Right of Way office to declare compliance and project readiness for construction (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on a project). Agency agrees that if any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of

disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.

34. State or its consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.
35. State and Agency grant each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

RAILROADS

36. State shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others.

UTILITIES

37. State, its consultant, and Agency shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. State, the consultant or Agency shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

GRADE CHANGE LIABILITY

38. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
39. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.

40. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by the Project Agreement.

MAINTENANCE RESPONSIBILITIES

41. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

CONTRIBUTION

42. 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 State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
43. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency 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 State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State'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 State had sole liability in the proceeding.

44. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency'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.

ALTERNATIVE DISPUTE RESOLUTION

45. The Parties shall attempt in good faith to resolve any dispute arising out of this Project 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.

WORKERS' COMPENSATION COVERAGE

46. All employers, including Agency, that employ subject workers who work under this Project 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. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be included. State and Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS – pursuant to Form FHWA-1273, Required Contract Provisions

47. Agency certifies by signing the Project Agreement that:

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

- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.



DAN JOHNSON
DIRECTOR

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

March 28, 2019

Board of Commissioners
Clackamas County

Members of the Board:

**Resolution to Sell Property Located at 902 Abernethy Road
in the Manner Provided in ORS 271**

Purpose/Outcomes	To adopt a resolution declaring certain property is not needed for County purposes, that it is in the best interest of the County to sell and convey the property in the manner provided in ORS 271, and that the public interest will be furthered by a sale of the County's interest in the property, for fair market value as determined by appraisal, to The Blue at Abernethy Creek, LLC.
Dollar Amount and Fiscal Impact	\$3,344,251
Funding Source	N/A
Duration	The proposed sale agreement for the property sets closing 1,049 days from the effective date of the agreement, contingent upon the successful acquisition and occupancy of a replacement site for the Transportation Maintenance Division.
Previous Board Contact	Executive Session.
Strategic Plan Alignment	Build public trust through good government. Building a strong infrastructure. Ensure safe, healthy and secure communities.
Contact Person	Dan Johnson, DTD Director, 503-742-4272

BACKGROUND

The Transportation Maintenance Division of the Clackamas County Department of Transportation and Development is currently located at 902 Abernethy Road, Oregon City, OR (the "Subject Property"). The Subject Property is more specifically identified as Tax Parcel numbers 00562126, 00561065, 00561074, 00561083, 00563009, 00561332, 00561341, 00561350, and 00561369 and Tax Lots 22E29CD00100, 22E29CA02400, 22E29CA02500, 22E29CA02700, 22E29DB00900, 22E29CC01400, 22E29CC01500, 22E29CC01600, and 22E29CC01700.

Clackamas County finds that the Subject Property is inadequate to provide the services expected of the Transportation Maintenance Division, and proposes to relocate the facility for the following reasons:

- Existing facilities on the Subject Property are located within a Federal Emergency Management Agency (FEMA)-designated 100-year flood plain. The risk of flooding was most recently and dramatically demonstrated in 1996 when the Subject Property was overwhelmed by floodwater. Abernethy Creek, which is adjacent to the site, has crested above the floor heights of the existing facilities on the Subject Property eight times since 1923. When the public needs the vital operations of the Transportation Maintenance Division most, it is essential that its facilities are not underwater.
- The Transportation Maintenance Division is forced to spend money and time every year to move critical equipment in and out of the flood zone during potential flooding events to try to mitigate the risk of operational disruptions in the event of flooding.
- The Transportation Maintenance Division has outgrown existing facilities and the existing facilities are inefficient, for the following reasons:
 - Many years of growth in the County's Department of Transportation and Development resulting in additional staff and equipment;
 - The shape of the site – long and narrow – does not support efficient and safe movement of equipment
 - The limited usable area of the site does not allow for proper vehicle circulation.
- There are cost and safety issues stemming from unauthorized camping and property use along the Abernethy Creek on the Subject Property.
- The Subject Property is underdeveloped compared to its highest and best use. Redevelopment would create additional assessed value for the County and the City of Oregon City.

The Department of Transportation and Development has identified a 11.76-acre site at 19314 S. Beaver Creek Road, Oregon City, that could accommodate a new facility for the Transportation Maintenance Division. The site has a Tax Parcel number of 00868975 and is identified as Tax Lot 32E09A 00800 (the Beaver Creek Road Site).

The Beaver Creek Road Site meets or exceeds all requirements identified by the County as needed for operations of the Transportation Maintenance Division. The County criteria for a new site includes but is not limited to the following:

- a. Close proximity to Clackamas County headquarters on the Red Soils Campus in Oregon City
- b. Signalized access onto a major roadway – in this case, Beaver Creek Road
- c. Central location within the Transportation Maintenance Division's service area
- d. Proper zoning for desired use.

The owners of the Beaver Creek Road Site propose to acquire, for fair market value supported by appraisal, the Subject Property – the current site of the Transportation Maintenance Division -- for redevelopment, subject to the Transportation Maintenance Division's successful acquisition and occupancy of the Beaver Creek Road Site.

ORS 275.030(2) provides that a county may sell and convey real estate owned by the county in a manner provided in ORS Chapter 271 if the real estate was not acquired by foreclosure for nonpayment of real property taxes and the county governing body deems it not to be in the best interest of the county to sell and convey in the manner provided under ORS 275.120, 275.140 to 275.160 and 275.180 to 275.260.

ORS 271.310 further provides that whenever any political subdivision possesses or controls real property not needed for public use, or whenever the public interest may be furthered, a political subdivision may sell, exchange, convey or lease for any period not exceeding 99 years all or any part of the political subdivision's interest in the property to a governmental body or private individual or corporation, and that the consideration for the transfer or lease may be cash or real property, or both.

County Counsel has reviewed and approved this resolution.

RECOMMENDATION

Staff respectfully recommends that the Board adopt the resolution declaring that the Subject Property is not needed for County purposes, that it is in the best interest of the County to sell and convey the Subject Property in the manner provided in ORS 271, and that the public interest will be furthered by a sale of the County's interest in the Subject Property, for fair market value as determined by appraisal, to The Blue at Abernethy Creek, LLC.

Sincerely,

Dan Johnson - Director,
Transportation and Development

Attachment: Resolution

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

In the Matter of a Resolution to Sell
Property located at 902 Abernethy
Road in the Manner Provided in
ORS 271



Resolution No. _____

Page 1 of 3

WHEREAS, the Transportation Maintenance Division of the Clackamas County Department of Transportation and Development is currently located at 902 Abernethy Road, Oregon City, OR (the “Subject Property”); and

WHEREAS, the Department of Transportation and Development finds that the Subject Property is inadequate to provide the services expected of the Transportation Maintenance Division, and proposes to relocate the facility for the following reasons:

- a. Existing facilities on the Subject Property are located within a FEMA designated 100-year flood plain. The risk of flooding was most recently evidenced in 1996 when the Subject Property was besieged by floodwater. Abernethy Creek has crested above the floor heights of the existing facilities on the Subject Property eight times since 1923. When the public needs the vital operations of the Transportation Maintenance Division most, it is essential that its facilities are not underwater.
- b. The Transportation Maintenance Division has out grown existing facilities.
- c. Existing facilities are inefficient, due to many years of dealing with growth in the County’s Department of Transportation and Development, due to improper location relative to site geometry, and due to inadequate size that fails to allow for proper vehicle circulation.
- d. The Transportation Maintenance Division expends funds every year to move critical equipment in and out of the flood zone during potential flooding events in an attempt to mitigate the risk of operational disruptions in the event of flooding.
- e. Concern over cost and safety issues stemming from unauthorized camping and property use along the Abernethy Creek.
- f. The Subject Property is underdeveloped from its highest and best use. Redevelopment of the Subject Property would create additional assessed value for the County; and

WHEREAS, the Department of Transportation and Development has identified a site, generally described as 11.76 acres of land on Beaver Creek Road located at 19314 S. Beaver Creek Road, Oregon City, Oregon with an associated Tax Parcel number of 00868975 and identified as Tax Lot 32E09A 00800 (the “Beaver Creek Road Site”), that

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

In the Matter of a Resolution to
Sell Property located at 902
Abernethy Road in the Manner
Provided in ORS 271



Resolution No. _____

Page 2 of 3

could accommodate a new facility for the Transportation Maintenance Division; and

WHEREAS, the Beaver Creek Road Site meets or exceeds all requirements identified by the County as a potential new location for operations of the Transportation Maintenance Division. The County criteria for a new site location includes but is not specifically limited to the following:

- a. Close proximity to Clackamas County headquarters on the Red Soils Campus.
- b. Signalized access onto Beaver Creek Road.
- c. Central location within the Transportation Maintenance Division's service area.
- d. Proper zoning for County's desired use; and

WHEREAS, the owners of the Beaver Creek Road Site propose to acquire, for fair market value supported by appraisal, the Subject Property for redevelopment purposes, subject to the successful acquisition of the Beaver Creek Road Site, and occupancy of the Beaver Creek Road Site by the Transportation Maintenance Division; and

WHEREAS, ORS 275.030(2) provides that a county may sell and convey real estate owned by the county in a manner provided in ORS chapter 271 if the real estate was not acquired by foreclosure for nonpayment of real property taxes and the county governing body deems it not to be in the best interest of the county to sell and convey in the manner provided under ORS 275.120, 275.140 to 275.160 and 275.180 to 275.260; and

WHEREAS, ORS 271.310 further provides that whenever any political subdivision possesses or controls real property not needed for public use, or whenever the public interest may be furthered, a political subdivision may sell, exchange, convey or lease for any period not exceeding 99 years all or any part of the political subdivision's interest in the property to a governmental body or private individual or corporation and that the

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

In the Matter of a Resolution to
Sell Property located at 902
Abernethy Road in the Manner
Provided in ORS 271



Resolution No. _____

Page 3 of 3

consideration for the transfer or lease may be cash or real property, or both.

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

1. That the Subject Property, generally located at 902 Abernethy Road, with associated Tax Parcel numbers of 00562126, 00561065, 00561074, 00561083, 00563009, 00561332, 00561341, 00561350, 00561369, and identified as Tax Lots 22E29CD00100, 22E29CA02400, 22E29CA02500, 22E29CA02700, 22E29DB00900, 22E29CC01400, 22E29CC01500, 22E29CC01600, and 22E29CC01700, will not be needed for County purposes in the event the County is able to successfully acquire and occupy the Beaver creek Road Site; and
2. That it is in the best interest of the County to sell and convey the Subject Property, in the manner provided in ORS 271, as opposed to the manner provided in ORS 275.120, 275.140 to 275.160 and 275.180 to 275.260,
3. For the reasons described above, that the public interest will be furthered by a sale of the County's interest in the Subject Property, for fair market value as determined by appraisal, to The Blue at Abernethy Creek, LLC, specifically subject to the subject to the County's successful acquisition and occupancy of the Beaver creek Road Site.

Dated this _____ day of March, 2019.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



DAN JOHNSON
DIRECTOR

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

March 28, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Disposition Agreement Between Clackamas County and The Blue at Abernethy Creek, LLC Pertaining to Property Located at 902 Abernethy Road

Purpose/Outcome	Agreement authorizing disposition of the Abernethy Transportation Maintenance facility.
Dollar Amount and Fiscal Impact	\$3,344,251 – Appraised Land Value
Funding Source	Not applicable
Duration	The proposed sale agreement for the property sets closing 1,049 days from the effective date of the agreement, contingent upon the successful acquisition and occupancy of a replacement site for the Transportation Maintenance Division.
Previous Board Action/Review	Executive Session
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build public trust through good government • Build a strong infrastructure • Ensure safe, healthy and secure communities
Contact Person	Dan Johnson, Transportation and Development – Director 503-742-4325

Since the devastating flooding in February 1996 of the county’s property at 902 Abernethy Road in Oregon City, Clackamas County has been working to relocate all operations housed at that facility. At one time the site was the primary location for Water Environment Services (formerly the Utilities Department) and the Department of Transportation Development Services / Transportation Maintenance; currently the site houses a dilapidated office building, Clackamas County Fleet Services, Vector Control, Sheriff’s Office Fleet Operations and the Transportation Maintenance Division.

Over the past year, County Administration had made it a goal to prioritize the relocation of Transportation Maintenance from the current site for the following reasons.

- Existing facilities on the site are located within a Federal Emergency Management Agency (FEMA)-designated 100-year flood plain. The risk of flooding was most recently and dramatically demonstrated in 1996 when the property was overwhelmed by floodwater. Abernethy Creek, which is adjacent to the site, has crested above the floor

heights of the existing facilities eight times since 1923. When the public needs the vital operations of the Transportation Maintenance Division most, it is essential that its facilities are not underwater.

- The Transportation Maintenance Division is forced to spend money and time every year to move critical equipment in and out of the flood zone during potential flooding events to try to mitigate the risk of operational disruptions in the event of flooding.
- The Transportation Maintenance Division has outgrown existing facilities and the existing facilities are inefficient, for the following reasons:
 - Many years of growth in the County's Department of Transportation and Development resulting in additional staff and equipment;
 - The shape of the site – long and narrow – does not support efficient and safe movement of equipment
 - The limited size of the site does not allow for proper vehicle circulation.
- There are cost and safety issues stemming from unauthorized camping and property use along the Abernethy Creek on the Subject Property.
- The property is underdeveloped compared to its highest and best use. Redevelopment would create additional assessed value for the County and the City of Oregon City.

With this direction, staff has advanced negotiations with The Blue at Abernethy Creek, LLC, on a rare opportunity to acquire a turnkey facility and to liquidate the Abernethy Road facility to foster more compatible redevelopment opportunities benefitting the local community and the City of Oregon City.

The value of the facility was established by independent appraisal. The revenue from this disposition will be allocated to the acquisition of a future site to house Transportation Maintenance and Fleet Services.

County Counsel has reviewed and approved this agreement.

RECOMMENDATION

Staff respectfully recommends the Board of County Commissioners authorize the Chair to execute the attached agreement, any version of the agreement with no material changes and any subsequent materials needed to facilitate the transaction described in the agreement.

Sincerely,

Dan Johnson – Director
Transportation and Development

Attachment: Disposition Agreement

DISPOSITION AGREEMENT

THIS DISPOSITION AGREEMENT (this “**Agreement**”) is by and between CLACKAMAS COUNTY, a corporate body politic (the “**County**”), and The Blue at Abernethy Creek, LLC, an Oregon limited liability company or assigns (the “**Developer**”). The latest date on which this Agreement is signed by County and Developer (as indicated below their signatures herein) is referred to in this Agreement as the “**Effective Date**.”

RECITALS

A. The County has deemed it to be vital and in the best interest of the County and the health and safety, morals and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements to relocate the Transportation Maintenance Division from its current location at 902 Abernethy Road, with associated Tax Parcel numbers of 00562126, 00561065, 00561074, 00561083, 00563009, 00561332, 00561341, 00561350, and 00561369 and identified as Tax Lots 22E29CD00100, 22E29CA02400, 22E29CA02500, 22E29CA02700, 22E29DB00900, 22E29CC01400, 22E29CC01500, 22E29CC01600, and 22E29CC01700 (the “**Subject Property**” or the “**Property**”) to a new facility on certain real property generally described as 11.76 acres of land on Beaver Creek Road located at 19314 S. Beaver Creek Road, Oregon City, Oregon with an associated Tax Parcel number of 00868975 and identified as Tax Lot 32E09A 00800 (the “**Beaver Creek Road Site**”). Relocation of the Transportation Maintenance Division to the Subject Property pursuant to this Agreement are for reasons that generally include but are not specifically limited to the following:

- a. Existing facilities on the Subject Property are located within a FEMA designated 100-year flood plain. The risk of flooding was most recently evidenced in 1996 when the Subject Property was besieged by floodwater. Abernethy Creek has crested above the floor heights of the existing facilities on the Subject Property eight times since 1923. When the public needs the vital operations of the Transportation Maintenance Division most, it is essential that its facilities are not underwater.
- b. The Transportation Maintenance Division has out grown existing facilities.
- c. Existing facilities are inefficient, due to many years of dealing with growth in the County’s Department of Transportation and Development, due to improper location relative to site geometry, and due to inadequate size which fails to allow for proper vehicle circulation.
- d. The Transportation Maintenance Division expends funds every year to move critical equipment in and out of the flood zone during potential flooding events in an attempt to mitigate the risk of operational disruptions in the event of flooding.
- e. Concern over cost and safety issues stemming from unauthorized camping and property use along the Abernethy Creek.
- f. The Subject Property is underdeveloped from its highest and best use. Redevelopment of the Subject Property would create additional assessed value for the County.

B. The principals of the Developer control Beaver Creek Structures, LLC (“Beaver Creek Structures”), which owns the Beaver Creek Road Site. The Beaver Creek Road Site meets or exceeds all requirements identified by the County as a potential new location for operations of the Transportation Maintenance Division. The County criteria for a new site location includes but is not specifically limited to the following:

- a. Close proximity to Clackamas County Headquarters on the Red Soils Campus.
- b. Signalized access onto Beaver Creek Road.
- c. Central location within the Transportation Maintenance Division’s service area.
- d. Proper zoning for County’s desired use.

C. County desires to purchase a new facility for the operations of the Clackamas County Maintenance Division from Beaver Creek Structures for the following reasons that include but are not specifically limited to the following:

- a. Beaver Creek Structures owns or controls real property that meets County requirements for a new location for operations of the Transportation Maintenance Division.
- b. Beaver Creek Structures possesses the necessary qualifications to develop new facilities for the Transportation Maintenance Division.
- c. Beaver Creek Structures may purchase, for investment purposes, the Subject Property for a mutual agreed price which is supported by appraisal.

D. ORS 275.030(2) provides that a county may sell and convey real estate owned by the county in a manner provided in ORS chapter 271 if the real estate was not acquired by foreclosure for nonpayment of real property taxes and the county governing body deems it not to be in the best interest of the county to sell and convey in the manner provided under ORS 275.120, 275.140 to 275.160 and 275.180 to 275.260. ORS 271.310 further provides that whenever any political subdivision possesses or controls real property not needed for public use, or whenever the public interest may be furthered, a political subdivision may sell, exchange, convey or lease for any period not exceeding 99 years all or any part of the political subdivision’s interest in the property to a governmental body or private individual or corporation and that the consideration for the transfer or lease may be cash or real property, or both. The County, by separate resolution, has determined that the public interest is furthered by sale and exchange of the Subject Property to the Seller for a new facility on the Beaver Creek Road Site and that it is in the best interest of the County to sell and convey the real property in a manner provided under ORS chapter 271.

AGREEMENT

ARTICLE 1: SUBJECT OF AGREEMENT

Section 1.1: The Subject Property and Improvements.

The Subject Property consists of approximately 22.75 acres of land which includes various improvements thereon that are further described herein. The Subject Property is more particularly shown on the vicinity map and general property outline attached hereto as **Exhibit “A”**.

Section 1.2: The Maintenance Facility Sale Agreement.

The County and Beaver Creek Structures are party to a separate agreement, of even date herewith, for the sale of certain real property and various turnkey improvements that Beaver Creek Structures proposes to construct on the site (collectively herein, the “**Maintenance Facility Sale Agreement**”). Under the Maintenance Facility Sale Agreement, Beaver Creek Structures agrees to sell to the County the Maintenance Facility for a mutually agreed price. Closing of the Maintenance Facility Sale Agreement is to be concurrent with the Closing Date of this Agreement, as that term is defined below.

Section 1.3: The County.

The County is a corporate body politic of the State of Oregon. The term “**County**” as used in this Agreement includes any assignee of or successor to its rights, powers, duties and responsibilities. The principal offices and mailing address of the County for purposes of this Agreement is:

Clackamas County
c/o Department of Transportation and Development
150 Beaver Creek Road
Oregon City, OR 97045
Attn: Director

Section 1.4: The Developer.

The term “**Developer**” as used in this Agreement is The Blue at Abernethy Creek, LLC, an Oregon Limited Liability Company, or any permitted assignee of Developer as provided in Section 1.6 below. The principal office and mailing address of the Developer for purposes of this Agreement is:

The Blue at Abernethy Creek, LLC
Five Centerpointe, STE 400
Lake Oswego, Oregon 97281
Attn: Dan Fowler and John Miller, collectively Principals
Email: danf@greenwayig.com and johnm@greenwayig.com

Section 1.5: Escrow Officer/Title Company.

The principal office and mailing address of the Escrow Officer and Title Company for purposes of this Agreement is:

First American Title
9200 SE Sunnyside Road, Suite 400
Clackamas, OR 97015
Attn: Debbie Chase
Phone: 503.659.0069
Email: dchase@firstam.com

Section 1.6: Prohibition Against Change in Management and Control of Developer.

The qualifications and identity of Developer and its principals are of particular concern to County and were essential to the selection of Developer by County for purposes of this transaction. No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement, except as expressly set forth herein. All assignments of this Agreement shall require written consent of County, which consent shall not be unreasonably withheld, conditioned or delayed. Subject to the notice and opportunity to cure provisions set forth in Article 7 below, this Agreement may be terminated by County at its option before Closing if there is any change (voluntary or involuntary) in the ownership, management or control of Developer or any successor-in-interest of Developer inconsistent with this Agreement.

ARTICLE 2: COUNTY'S DUE DILIGENCE

Section 2.1: Title Commitment.

Within twenty (20) days after the Effective Date, the County will cause the Title Company (defined in Section 3.3 below) to furnish to Developer its preliminary title report on the Subject Property (the "**Preliminary Commitment**"), along with copies of all documents that give rise to exceptions listed in the Preliminary Commitment (the "**Underlying Documents**"). Within thirty (30) days of receiving the last of the Preliminary Commitment, the Underlying Documents and the Initial Survey (defined in Section 2.2 below), Developer will give the County written notice setting forth the title exceptions that are not acceptable to Developer (the "**Unacceptable Exceptions**"). All exceptions other than those timely objected to will be deemed acceptable to Developer as "**Permitted Exceptions**." The County will have thirty (30) days after receiving Developer's notice within which to notify Developer in writing whether the County is willing or able to eliminate the Unacceptable Exceptions. If the County agrees to eliminate the Unacceptable Exceptions, the County will be obligated to do so on or before Closing (defined in Section 3.3 below). If the County is unwilling or unable to eliminate the Unacceptable Exceptions, Developer may terminate this Agreement or elect to accept the Unacceptable Exceptions and proceed by giving written notice to the County within ten (10) days of receiving notice from the County. If Developer does not provide timely written notice of its election to terminate this Agreement, it will be deemed to have waived its objections to the Unacceptable Exceptions and all of the Unacceptable Exceptions shall become Permitted Exceptions. Developer shall have the same rights as set forth above to approve (or disapprove) and terminate this Agreement with respect to any subsequent title matters or exceptions that are disclosed in any subsequent title reports that may be issued after the receipt of the initial Preliminary Commitment. Upon termination of this Agreement by the Developer as provided in this Section 2.1, the Earnest Money (defined below) shall be refunded to Developer and neither party shall have any further obligations or liability hereunder, except for those

obligations herein that expressly survive such termination.

Section 2.2: Survey.

Within twenty (20) days after the Effective Date, the County shall deliver the most recent survey of the Subject Property, if any, in its possession to Developer (the “**Initial Survey**”). At its option and expense, Developer may order an update to the Survey (or a new survey) (the Initial Survey, as updated or a new survey, as applicable, is referred to herein as the “**Survey**”). If applicable, Developer shall deliver a copy of any new or updated survey to the County promptly upon receipt. Within thirty (30) days after receipt of the Initial Survey, the Developer may deliver to the County, in writing, any objections to any matters shown on the Survey (the “**Survey Objections**”). Developer’s failure to timely object to any such matters shall be deemed to constitute Developer’s approval thereof and such shall then become Permitted Exceptions, as defined in Section 2.1. If Developer timely objects to any matters shown on the Survey, then the County shall have the right, but not the obligation, to agree in writing to cure before Closing such Survey Objections, or to decline to cure such Survey Objections. The County will have twenty (20) days after receiving Developer’s Survey Objections within which to notify Developer in writing whether the County is willing or able to cure the Survey Objections. If the County agrees to cure the Survey Objections, the County will be obligated to do so by Closing at its cost. If the County is unwilling or unable to cure the Survey Objections, Developer may terminate this Agreement or elect to accept the Survey Objections and proceed by giving written notice to the County within ten (10) days of receiving notice from the County. If Developer does not provide timely written notice of its election to terminate this Agreement, it will be deemed to have waived its Survey Objections and all of the Survey Objections shall become Permitted Exceptions. Notwithstanding anything to the contrary above, although Developer may elect to update the Initial Survey or obtain a new survey, Developer is not obligated to do so. Upon termination of this Agreement by Developer as provided above, the Earnest Money shall be refunded to Developer and neither party shall have any further obligations or liability hereunder, except for those obligations herein that expressly survive such termination.

Section 2.3: Property Documents.

Within twenty (20) days after the Effective Date, the County shall deliver all documents and materials which the County has in its possession (or access to) which concern the Subject Property or its development, including but not limited to: tax and assessment documents, existing surveys, environmental assessments; soils or geotechnical reports; wetland reports, permits; traffic studies; copies of use and development permits; and any easements, covenants, conditions, restrictions, maintenance agreements, development standards applicable to the Subject Property and not otherwise set forth herein (except those that appear in zoning codes, comprehensive plans or other readily available government planning documents).

Within one hundred eighty days (180) after the Effective Date, the County shall deliver a supplement to the report titled “Limited Phase II Environmental Site Assessment Results” dated December 19, 2018 (the “Phase II Report”) that includes additional environmental site assessment

necessary to address the limitation noted on page 18 of the Phase II Report with respect to the wash rack (Building 10) on the Subject Property.

Section 2.4: Due Diligence Periods.

Developer shall have a period of time after the Effective Date (the "**Due Diligence Period**") to conduct its due diligence investigation of the Property and to satisfy itself concerning all aspects of the Property and the suitability of the Property for Developer's intended uses, including without limitation the physical condition of the Property, the amount of land available to support Developer's intended use, zoning, access, and utilities. The Due Diligence Period shall expire upon the earlier of four hundred eighty-five (485) days after the Effective Date or upon the expiration of the Design and Entitlement Due Diligence Period, as that term is specifically defined in the Maintenance Facility Sale Agreement. During the period from the Effective Date until the expiration of the Due Diligence Period, Developer and its employees, agents, consultants, contractors, prospective tenants or purchasers, and lenders may enter the Property to perform such tests, inspections and studies as Developer may deem necessary, including without limitation environmental assessments. Developer hereby indemnifies and holds the County, and their elected officials, officers, agents and employees harmless from any injury or damages arising out of any activity of Developer, its agents, employees and contractors performed and conducted on the Property for the purposes of completing its due diligence. Due diligence may include, without limitations, physical inspections of the Property; soils investigations and coring; Phase I and, as necessary, Phase II environmental assessments; and examination of survey and title exceptions. Developer shall restore the Property to its pre-examination state after conducting such due diligence at its own expense. Developer agrees to provide the County with copies of all third party reports concerning the condition of the Property obtained or produced as a result of its due diligence investigation. On or before expiration of the Due Diligence Period, Developer at its option and in its sole and absolute discretion may provide the County with a notice approving its due diligence investigation of the Property and electing to proceed with acquisition of the Property as provided herein (the "**Approval Notice**"). Alternatively, Developer at its option and in its sole and absolute discretion may provide notice to the County of its election to terminate this Agreement prior to the expiration of the Due Diligence Period. If Developer fails to provide either the Approval Notice or a termination notice prior to expiration of the Due Diligence Period, Developer shall be deemed to have elected to proceed with this Agreement as if an Approval Notice were given to the County prior to expiration of the Due Diligence Period. Where Developer elects to terminate this Agreement, except as otherwise expressly provided herein, neither party shall have any further rights, duties or obligations hereunder and the Earnest Money shall be fully and immediately refunded to Developer.

Section 2.5: Governmental Approvals.

Prior to the Closing Date, County agrees to join in executing any applications reasonably required by Developer in connection with its attempts to obtain governmental permits and approvals for Developer's intended use of the Subject Property. County's agreement to cooperate with Developer in connection with Developer's governmental approvals and any other provision

of this Agreement shall not be construed as making either party an agent or partner of the other party.

Section 2.6: No Liens.

Prior to Closing, the Developer shall not place or allow to be placed on the Subject Property or any part thereof any mortgage, trust deed, encumbrance or lien, unless specifically pre-approved in writing by the County. The Developer shall remove or have removed any levy, lien or attachment made on the Subject Property, or any part thereof, or provide assurance of the satisfaction therein within a reasonable time, but in any case no later than thirty (30) days of such levy, lien or attachment coming into existence without permission prior of the County. Developer may contest or challenge the validity or amount of any such lien or encumbrance provided such challenge or contest is taken in accordance with applicable law and within a reasonable time, so long as Developer provides security satisfactory to the County protecting the County's interests, or (in the case of construction liens) bonds against the liens as permitted by statute.

ARTICLE 3: DISPOSITION OF PROPERTY

Section 3.1: Purchase and Sale of the Property; Total Purchase Price.

In accordance with, and subject to all the terms, covenants, and conditions of this Agreement, the County agrees to sell to the Developer, and Developer agrees to purchase from the County, the Subject Property, for a sum of Three Million Three Hundred Forty Four Thousand Two Hundred Fifty One and 00/100 Dollars (\$3,344,251.00) (the "**Purchase Price**").

Section 3.2: Earnest Money Deposit.

Developer shall, within three (3) business day after the Effective Date, deliver to the Title Company (defined below) the sum of One Hundred Fifty Thousand Dollars (\$150,000) as the initial earnest money in cash or by wire transfer of immediately available funds (the "**Earnest Money**") to be held and applied in accordance with the terms of this Agreement. If Developer fails to timely deposit the Earnest Money as provided above, this Agreement shall terminate and neither Developer nor the County shall have any further obligations to one another. Upon expiration of Developer's Due Diligence Period, the Earnest Money shall become nonrefundable except where otherwise expressly provided in this Agreement (the "**Earnest Money Funds**"). The Earnest Money Funds will be applied to the Purchase Price due by Developer at Closing. If this Agreement terminates prior to expiration of the Due Diligence Period for any reason, the Earnest Money shall be surrendered by the Title Company to Developer.

Section 3.3: Closing.

This transaction shall close (the "**Closing**") concurrent with the close of the Maintenance Facility Sale Agreement (the "**Closing Date**"). The Closing Date of this Agreement shall be dictated by the closing of the Maintenance Facility Agreement. The County and Developer shall be prepared to close within One Thousand Forty Nine (1,049) days from the Effective Date of this

Agreement, except for any extensions which are provided for in the Maintenance Facility Agreement.

Closing shall occur in escrow on or before the Closing Date by and through a mutually acceptable escrow officer (the “**Escrow Officer**”) of First American Title, 9200 SE Sunnyside Road, Suite 400, Clackamas, OR 97015 (the “**Title Company**”), in accordance with the terms and conditions of this Agreement. Developer agrees, subject to the terms and conditions hereunder for its benefit, to accept conveyance of the Subject Property and pay to the County at Closing the Purchase Price for the Subject Property by wire transfer of immediately available funds, subject to the credits, debits, prorations and adjustments provided for in this Agreement, including a credit for the Earnest Money. The County and the Developer agree to perform all acts necessary to close this transaction in accordance with the terms of this Agreement. Each party may submit escrow instructions to the Escrow Officer consistent with this Agreement. Once submitted, instructions may not be withdrawn or altered without the consent of both the County and the Developer.

Section 3.4: Deed Form.

At Closing, the County shall convey to the Developer fee simple title to the Subject Property by Warranty Deed, duly executed, acknowledged and delivered in the form of **Exhibit “C”** attached hereto (the “**Deed**”), free and clear of all liens, claims and encumbrances other than the Permitted Exceptions. Conveyance of title to the Subject Property to Developer shall conclusively establish satisfaction or waiver of all closing conditions set forth in Article 4 herein.

Section 3.5: Title Insurance; Prorations; Adjustments; Commissions.

3.5.1 The County shall be responsible for obtaining a standard Owner’s policy of title insurance for the Subject Property. Developer, at its option, shall be responsible for any additional premiums for extended coverage and additional title endorsements. At Developer’s request, the County will execute and deliver at Closing an affidavit certifying that there are no unrecorded leases or agreements affecting the Property, there are no parties in possession of the Subject Property beside the County, that there are no mechanic’s or statutory liens against the Subject Property, and as to such other matters as may be reasonably requested by the Title Company or Developer for issuance of extended coverage title insurance in favor of the Developer.

3.5.2 Real property taxes and assessments and other expenses associated with the Subject Property for the current year (if any) shall be prorated and adjusted between the parties as of the Closing Date. The County shall be responsible for any and all real property taxes for the period of time prior to the recording of the Deed and the Developer shall be responsible for such taxes for the period of time on and subsequent thereto. Escrow fees shall be split evenly between the parties. Recording fees shall be paid by the Developer. The Developer shall be responsible for all professional fees incurred by Developer in connection with its investigation of the Subject Property, and payment of its respective legal fees and expenses. The County shall pay the costs of its own attorneys, consultants and advisors with respect to this transaction.

Section 3.6: Events of Closing.

Provided the Escrow Officer has received sums equal to the Purchase Price, as well as any costs, prorations and adjustments as provided herein, and is in a position to cause the title insurance policy to be issued as described herein, this transaction shall be closed on the Closing Date as follows:

3.6.1 The Escrow Officer shall perform the prorations and adjustments described in Section 3.5, and the parties shall be charged and credited accordingly.

3.6.2 Developer shall pay the entire Purchase Price to the County by wire transfer or cashier's check of immediately available funds, adjusted for the charges, prorations, adjustments and credits set forth in this Agreement, including a credit for the Earnest Money.

3.6.3 Any liens required to be paid by the County at closing shall be paid and satisfied of record at the County's expense.

3.6.4 The County shall convey the real property to Developer by execution and delivery of the Deed, subject only to the Permitted Exceptions.

3.6.5 The Title Company shall be irrevocably committed to issue the policy described in Section 4.2.5, upon recordation of the Deed.

3.6.6 County shall deliver the County's Certification of Nonforeign Status as provided in Section 8.14 herein.

3.6.7 The Escrow Officer shall record documents in the real property records of Clackamas County in the following order: first, the deed to be conveyed in the Maintenance Facility Sale Agreement, and second, the Deed described in this Agreement.

3.6.8 The Escrow Officer has received sums equal to the Purchase Price for the sale pursuant to the Maintenance Facility Sale Agreement, as well as any costs, prorations and adjustments, and is in a position to cause the title insurance policy to be issued as described in the Maintenance Facility Sale Agreement.

3.6.9 The parties will take such further actions and execute and deliver such other instruments as may be reasonably necessary or desirable to consummate the transactions contemplated by this Agreement.

Section 3.7: Possession.

Possession of the Property shall be delivered to the Developer concurrently with the conveyance of title on the Closing Date. The Developer shall accept title and possession on the Closing Date, unless such date is extended as provided herein.

Section 3.8: Conditions of the Property.

The Developer acknowledges that it is purchasing the Property “As Is,” except as otherwise provided herein.

ARTICLE 4: CLOSING CONDITIONS

Section 4.1: County’s Closing Conditions.

The County’s obligations to convey the Subject Property under this Agreement are expressly conditioned upon the satisfaction of the following conditions:

4.1.1 The fulfillment by Developer of all its obligations and covenants under this Agreement to be performed on or before the Closing Date, including but not limited to the deposit of the Purchase Price required for conveyance of the Property.

4.1.2 The fulfillment by Developer of all its obligations and covenants under the Maintenance Facility Sale Agreement to be performed on or before the Closing Date of this Agreement.

4.1.3 That all of Developer’s representations and covenants set forth in this Agreement are true and correct in all material respects on the Closing Date.

The foregoing conditions may be waived only by the County. If any one or more of such conditions are not satisfied as of the Closing Date, County at its option may terminate this Agreement, in which event the Earnest Money shall be returned to the Developer and neither party shall have any further obligation or liability hereunder (except for such obligations that expressly survive such termination), except to the extent such condition is not satisfied solely as a result of a breach of this Agreement by Developer, in which case the provisions of Section 7.1 below shall apply.

Section 4.2: Developer’s Closing Conditions.

Developer’s obligations to close the purchase of the Maintenance Facility under this Agreement are expressly conditioned upon the satisfaction of the following conditions:

4.2.1 The fulfillment by the County of all its material obligations and covenants under this Agreement to be performed on or before the Closing Date.

4.2.2 The fulfillment by the County of all its obligations and covenants under the Maintenance Facility Sale Agreement to be performed on or before the Closing Date of this Agreement.

4.2.3 That all of the County’s representations and covenants set forth in this Agreement are true and generally correct in all material respects on the Closing Date.

4.2.4 There being no change in the condition or legal requirements of the Subject Property, whether directly or indirectly, including any dumping of refuse or environmental contamination, after Effective Date, and that no legal action or proceeding (including condemnation) affecting the Subject Property shall have been materially threatened or commenced.

4.2.5 That the Title Company shall be irrevocably committed to issue an owner's title insurance policy, as described in Section 3.5 above, insuring that fee simple title is vested in Developer as of the Closing Date, in the amount of the Purchase Price, subject only to the Permitted Exceptions.

4.2.6 That the County shall deliver a supplement to the Phase II Report that includes additional environmental site assessment necessary to address the limitation noted on page 18 of the Phase II Report with respect to the wash rack (Building 10) on the Subject Property.

4.2.7 That the County shall deliver a 'No Further Action Letter' on environmental issues associated with those underground storage tanks identified in the Phase II Report and as DEQ UST Cleanup File #03-91-0385 requiring correction from Oregon State Department of Environmental Quality (DEQ) to allow for future site development. Environmental remediation required by the DEQ in conjunction with DEQ UST Cleanup File #03-91-0385 shall be completed at County expense.

The foregoing conditions may be waived only by Developer. If any one or more of such conditions are not satisfied as of the Closing Date, Developer at its option may terminate this Agreement, in which event the Earnest Money shall be refunded to Developer and neither party shall have any further obligation or liability hereunder (except for such obligations that expressly survive such termination), except to the extent such condition is not satisfied solely as a result of a breach of this Agreement by County, in which case the provisions of Section 7.2 below shall apply.

ARTICLE 5: RESERVED

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

Section 6.1: County's Representations and Covenants.

County represents, warrants and covenants as follows:

6.1.1 County has been duly organized and is validly existing as a corporate body politic, in good standing in the State of Oregon. County has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate the transactions contemplated hereby.

6.1.2 To the best of the County's knowledge (without any requirement of further investigation), there is no agreement to which County is a party or which is binding on County and

in conflict with this Agreement. There is no action or proceeding pending or, to County's knowledge, threatened against County which challenges or impairs County's ability to execute or perform its obligations under this Agreement.

6.1.3 All information, documents and instruments delivered to Developer by the County in connection with this Agreement are complete and true copies of such documents or original counterparts thereof.

6.1.4 To the best of the County's knowledge (without any requirement of further investigation), there are no actions, suits, claims, legal proceedings, condemnation or eminent domain proceedings, or any other proceedings affecting the Subject Property, or any portion thereof, at law or in equity, before any court or governmental agency, domestic or foreign, nor is there any basis for any such proceeding which, if adversely determined, might affect the use or operation of the Subject Property, the value of the Subject Property, or adversely affect the ability of the County to perform its obligations under this Agreement.

6.1.5 To the best of the County's knowledge (without any requirement of further investigation), there are no liens, bonds, encumbrances, covenants, conditions, reservations, restrictions, easements or other matters affecting the Subject Property except as disclosed in the Preliminary Commitment, and the County has not received notice and has no knowledge of any pending liens or special assessments to be made against the Subject Property.

6.1.6 From the Effective Date until the Closing Date, the County shall use commercially reasonable efforts to properly maintain the Subject Property in its current condition as of the Effective Date accounting for the County's normal operations, less reasonable impact of natural conditions and the Developer's due diligence efforts.

6.1.7 To the best of the County's knowledge (without any requirement of further investigation), other than this Agreement, the documents to be executed and delivered hereunder at Closing and the Permitted Exceptions, there are no contracts or agreements of any kind relating to the Subject Property to which the County or its agents is a party and which would be binding on the Developer after Closing.

6.1.8 The County has not obligated itself in any manner to sell the Subject Property to any party other than Developer and promises not to enter into an agreement with any other party for the sale or lease of any portion of the Subject Property while this Agreement is in effect.

6.1.9 The County's sale of the Subject Property is not subject to any federal, state or local withholding obligation under applicable tax laws.

6.1.10 To the best of the County's knowledge (without any requirement of further investigation), the County has received no written notice of and has no knowledge of any material violations or investigations of violations of any applicable laws or ordinances affecting the Subject Property that have not been corrected or resolved.

6.1.11 To the best of the County's knowledge (without any requirement of further investigation), besides those hazardous substances identified in a report titled Phase 1

Environmental Site Assessment authored by Environmental Consulting, Inc. dated May 30, 2018 and in the Phase II Report along with any supplement thereto, which have been provided to the Developer, no other hazardous substances exist at the Subject Property in any material concentration or quantity.

6.1.12 The County is not a “foreign person” for purposes of Section 1445 of the Internal Revenue Code.

6.1.13 The County, for a period of no fewer than six calendar years preceding the effective date of this Agreement, has faithfully complied with (i) all applicable tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to the County, to the County’s property, operations, receipts, or income, or to the County’s performance of or compensation for any work performed by the County; (iii) any tax provisions imposed by a political subdivision of this state that applied to the County, or to goods, services, or property, whether tangible or intangible, provided by the County; and (iv) any applicable rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

6.1.14 The County has not engaged a real estate broker or agent for purposes of negotiating this transaction and no agreements have been executed by the County which would obligate a third-party to be paid out of the proceeds of the sale of the Subject Property.

For the purposes of this Agreement, “County’s knowledge” is defined as the knowledge of Mr. Dan Johnson.

Section 6.2: Developer’s Representations and Covenants.

Developer represents, warrants and covenants as follows:

6.2.1 Developer is an Oregon limited liability company, duly organized and validly existing, and is qualified to do business in the state in which the Subject Property is located. Developer has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate the transactions contemplated hereby.

6.2.2 All Subject Property information, documents and instruments delivered to the County by Developer are complete and true copies of such documents or original counterparts thereof.

6.2.3 Developer is not a “foreign person” for purposes of Section 1445 of the Internal Revenue Code.

6.2.4 There is no agreement to which Developer is a party or which, to Developer’s knowledge, is binding on Developer which is in conflict with this Agreement. There is no action or proceeding pending or, to Developer’s knowledge, threatened against Developer which challenges or impairs Developer’s ability to execute or perform its obligations under this Agreement.

6.2.5 Dan Fowler, in his capacity as the Manager of Developer, is individually authorized to act on behalf of, and bind, the Developer

6.2.6. Developer has not engaged a real estate broker or agent for purposes of negotiating this transaction and no agreements have been executed by Developer which would obligate a third-party to be paid out of the proceeds of the sale of the Property.

Section 6.3: Survival.

All representations and warranties contained in this Agreement shall be true on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date, and shall survive Closing and not be merged into any documents delivered at Closing. The parties agree to disclose any material change in the representations and warranties contained in this Agreement.

ARTICLE 7: DEFAULTS AND REMEDIES

Section 7.1: County's Remedies.

In the event that this transaction fails to close solely on account of a default by Developer under this Agreement, this Agreement shall terminate and the Earnest Money and any accrued interest shall be forfeited by Developer and retained by the County as liquidated damages as the County's sole remedy for such default. Such amount has been agreed by the parties to be reasonable compensation and the exclusive remedy for Developer's default, since the precise amount of such compensation would be difficult to determine. For any default by Developer that does not cause the transaction to fail, but which nevertheless causes damage to the County, the County shall be entitled to such remedies as may be available under applicable law.

In the event that any of the following occur prior to the conveyance of title to the Property, then this Agreement, and any rights of the Developer, or any assignee or transferee, in this Agreement, or the Property, or any portion thereof, shall, at the option of the County, be terminated by the County, in which event the Earnest Money (and any interest earned thereon) shall be retained by the County as liquidated damages and as its property without any deduction, offset or recoupment whatsoever, and neither the Developer nor the County shall have further rights against or liability to the other under this Agreement:

7.1.1 Developer (or any successor in interest thereto) assigns or attempts to assign this Agreement or any rights therein, or to the Property, in violation of this Agreement; or

7.1.2 There is a change in the ownership of the Developer contrary to the provisions of Section 1.6 hereof; or

7.1.3 The Developer does not tender the Purchase Price or take title to the Property on tender of conveyance by the County pursuant to this Agreement after the satisfaction or waiver of all of Developer's Closing Conditions set forth in Section 4.2

Section 7.2: Developer's Remedies.

If this transaction fails to close because of the County's default hereunder, the Earnest Money, and any accrued interest, shall be returned to Developer. Developer shall be entitled to such remedies for breach of contract as may be available under applicable law.

Section 7.3: Default.

Except for the parties' wrongful failure to close or satisfy a condition to Closing by the Closing Date or reasonably cooperate as set forth within this Agreement, neither party shall be deemed in default under this Agreement unless such party is given written notice of its failure to comply with this Agreement and such failure continues for a period of thirty (30) days following the date such notice is given. If the default is of such a nature that it cannot be completely remedied within such thirty (30) day period, this provision shall be complied with if the defaulting Party begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

ARTICLE 8: GENERAL PROVISIONS

Section 8.1: Applicable Law.

The law of the State of Oregon shall govern the interpretation and enforcement of this Agreement without giving effect to the conflicts of law provision thereof.

Section 8.2: Attorney Fees.

The parties shall bear their own costs and attorney fees in the event an action is brought to enforce, modify or interpret the provisions of this Agreement.

Section 8.3: Acceptance of Service of Process.

In the event that any legal or equitable action is commenced by the Developer against the County, service of process on the County shall be made by personal service on the Director of the Department of Transportation and Development, as set forth in Section 1.3, or in such other manner as may be provided by law. In the event that any legal or equitable action is commenced by the County against the Developer, service of process on the Developer shall be made on the individual identified in Section 1.4, or in such other manner as may be provided by law.

Section 8.4: Notice, Demands and Communications Between the Parties.

All notices given pursuant to this Agreement shall be in writing sent to the addresses shown in Section 1.3 and Section 1.4 of this Agreement and to the attention of the person indicated, and shall be either: (i) mailed by first class mail, postage prepaid, certified or registered with return receipt requested, or (ii) delivered in person or by local or national courier.

Any notice (i) sent by mail in the manner specified in this section shall be deemed served or given three (3) business days after deposit in the United States Postal Service, and (ii) delivered in person or by local or national courier shall be deemed served or given upon receipt or refusal of delivery. Notice given to a party in any manner not specified above shall be effective only if and when received by the addressee as demonstrated by objective evidence in the possession of the sender. Each party may change its address for notice by giving not less than ten (10) days' prior notice of such change to the other party in the manner set forth above.

Section 8.5: Nonliability of Officials and Employees.

No member, manager, shareholder, director, officer, elected official, employee, affiliate, agent, or representative of any of the parties shall be personally liable to the other party or any successor-in-interest thereto, in the event of any default or breach by either party or for any amount that may become due to either party or its successor, or any obligations under the terms of this Agreement.

Section 8.6: Merger.

None of the provisions of this Agreement are intended to or shall be merged by reason of any deed referred to herein and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement, but shall be deemed made pursuant to this Agreement.

Section 8.7: Headings.

Any title of the several parts and sections of this Agreement are inserted for convenience or reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 8.8: Time of Essence.

Time is of the essence of this Agreement. All obligations of the County and the Developer to each other shall be due at the time specified by the Agreement, or as the same may be extended by mutual agreement of the parties in writing.

Section 8.9: Severability.

If any clause, sentence or any other portion of the terms and conditions of this Agreement become illegal, null or void for any reason, or held by any court of competent jurisdiction to be so, the remaining portion will remain in full force and effect.

Section 8.10: No Partnership.

Neither anything in this Agreement or the documents delivered in connection herewith nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties to this Agreement.

Section 8.11: Nonwaiver of Government Rights.

Subject to the terms and conditions of this Agreement, by making this Agreement, the County is specifically not obligating itself, the County, or any other County with respect to any discretionary governmental action relating to the acquisition of the Property or development, operation and use of the improvements to be constructed on the Property, including, but not limited to, condemnation, comprehensive planning, rezoning, variances, environmental clearances or any other governmental County approvals that are or may be required.

Section 8.12: Entire Agreement; Waivers.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all prior negotiations or previous agreements between the parties or the predecessors in interest with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in a writing signed by the appropriate authorities of the County and the Developer, and all amendments thereto must be in a writing signed by the appropriate authorities by the County and the Developer.

Section 8.13: Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

Section 8.14: Non-Foreign Persons.

The parties agree to comply with the terms of Internal Revenue Code Section 1445 and at Closing, County shall execute and deliver to Developer and Title Company a non-foreign person affidavit in a form mutually acceptable to the parties. County represents and warrants that it is not a “foreign person” as that term is used in Internal Revenue Code Section 1445 and County agrees to furnish Developer with any necessary documentation to that effect.

Section 8.15: Waiver.

Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party’s right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

Section 8.16: Weekends and Holidays.

If the time for performance of any of the terms, conditions and provisions of this Agreement shall fall on a Friday, Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

Section 8.17: Neutral Construction.

This Agreement has been negotiated with each party having the opportunity to consult with legal counsel and shall not be construed against either party by virtue of which party drafted all or any part of this Agreement.

Section 8.18: Exhibits.

All exhibits listed on the signature page below and attached hereto are incorporated into and constitute a part of this Agreement.

Section 8.19: Dispute Resolution.

Each party waives its rights to trial by jury in any claim, action, suit, or proceeding arising out of this Agreement or the transactions relating to its subject matter.

ARTICLE 9: SUCCESSOR INTEREST

This Agreement shall be binding upon and inure to the benefit of the parties, and their permitted successors and assigns.

ARTICLE 10: STATUTORY DISCLAIMER

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

“COUNTY”

CLACKAMAS COUNTY, a corporate body politic

By: _____
Chair

Date: _____, 2018

“DEVELOPER”

THE BLUE AT ABERNETHY CREEK, LLC, an Oregon limited liability company

By: _____

Date: _____, 2018

LIST OF EXHIBITS

- | | |
|-----------|---|
| EXHIBIT A | Vicinity Map & General Property Outline |
| EXHIBIT B | Form of Warranty Deed |
| EXHIBIT C | Maintenance Facility Sale Agreement |

EXHIBIT A

Vicinity Map & General Property Outline



EXHIBIT B

Form of Warranty Deed

AFTER RECORDING SEND TO:

**UNTIL A CHANGE IS REQUESTED
ALL TAX STATEMENTS SHALL
BE SENT TO:**

STATUTORY WARRANTY DEED

The Blue at Abernethy Creek, LLC, an Oregon limited liability company (“Grantor”) conveys and warrants to **CLACKAMAS COUNTY**, a corporate body politic (“Grantee”) all of Grantor’s interest in that certain real property located in Clackamas County, Oregon, as more particularly described on Exhibit A attached hereto and incorporated herein, free of encumbrances except as specifically set forth herein.

Subject to and Excepting:

1. **itemize exceptions**
- 2.

The true consideration for this conveyance is _____ Dollars
(\$ _____).

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON

ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED as of _____, 201__.

THE BLUE AT ABERNETHY CREEK, LLC,
and Oregon limited liability company

By: _____
Name:
Its:

STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument was acknowledged before me on _____, 201__, by _____, as _____ of The Blue at Abernethy Creek, LLC, an Oregon limited liability company.

Notary Public for Oregon
My commission expires:

EXHIBIT A to Warranty Deed

Legal Description

EXHIBIT C

Maintenance Facility Sale Agreement

DISPOSITION AGREEMENT

THIS DISPOSITION AGREEMENT (this “**Agreement**”) is by and between CLACKAMAS COUNTY, a corporate body politic (the “**County**”), and Beaver Creek Structures, LLC, an Oregon limited liability company or assigns (the “**Seller**”). The latest date on which this Agreement is signed by County and Seller (as indicated below their signatures herein) is referred to in this Agreement as the “**Effective Date**.”

RECITALS

A. The County has deemed it to be vital and in the best interest of the County and the health and safety, morals and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements to relocate the Transportation Maintenance Division from its current Abernethy Road location at 902 Abernethy Road (the “**TMD Facility**”) to a new facility on the Subject Property (defined below) pursuant to this Agreement for reasons that generally include but are not specifically limited to the following:

- a. Existing TMD facilities on Abernethy Road are located within a FEMA designated 100-year flood plain. The risk of flooding was most recently evidenced in 1996 when TMD was besieged by floodwater. Abernethy Creek has crested above the floor heights of the existing TMD facility eight times since 1923. When the public needs the vital operations of the Transportation Maintenance Division most, it is essential that the TMD Facility is not underwater.
- b. The Transportation Maintenance Division has out grown existing facilities.
- c. Existing facilities are inefficient, due to many years of dealing with growth in the County’s Department of Transportation and Development, due to improper location relative to site geometry, and due to inadequate size which fails to allow for proper vehicle circulation.
- d. The Transportation Maintenance Division expends funds every year to move critical equipment in and out of the flood zone during potential flooding events in an attempt to mitigate the risk of operational disruptions in the event of flooding.
- e. Concern over cost and safety issues stemming from unauthorized camping and property use along the Abernethy Creek. Investment in the current TMD facility to meet the needs of the division is a risk due to the possibility of localized flooding resulting and a possible stranded investment of public funds.
- f. Ability to co-locate TMD heavy vehicle maintenance services and County light vehicle maintenance services in one facility will provide cost savings and improved operational efficiencies.
- g. The TMD Facility is underdeveloped from its highest and best use. Redevelopment of the TMD Facility would create additional assessed value for the County and City of Oregon City.

B. Seller owns or controls certain real property generally described as 11.76 acres of land on Beaver Creek Road located at 19314 S. Beaver Creek Road, Oregon City, Oregon with an associated Tax lot number of 00800 on Clackamas County Assessor’s Map Number 32E09A (the

“**Subject Property**”). The Subject Property meets or exceeds all requirements identified by the County as a potential new location for operations of the Transportation Maintenance Division. The County criteria for a new site location includes but is not specifically limited to the following:

- a. Close proximity to Clackamas County Headquarters on the Red Soils Campus.
- b. Signalized access onto Beaver Creek Road.
- c. Central location within the Transportation Maintenance Division’s service area.
- d. Proper zoning for County’s desired use.

C. County desires to purchase a new facility for the operations of the Clackamas County Maintenance Division from Seller for the following reasons that include but are not specifically limited to the following:

- a. Seller owns or controls real property that meets County requirements for a new location for operations of the Transportation Maintenance Division.
- b. Seller possesses the necessary qualifications to develop new facilities for the Transportation Maintenance Division.
- c. Seller may purchase, for investment purposes, the TMD Facility on Abernethy Road thereon for a mutual agreed price which is supported by appraisal.

D. ORS 275.030(2) provides that a county may sell and convey real estate owned by the county in a manner provided in ORS chapter 271 if the real estate was not acquired by foreclosure for nonpayment of real property taxes and the county governing body deems it not to be in the best interest of the county to sell and convey in the manner provided under ORS 275.120, 275.140 to 275.160 and 275.180 to 275.260. ORS 271.310 further provides that whenever any political subdivision possesses or controls real property not needed for public use, or whenever the public interest may be furthered, a political subdivision may sell, exchange, convey or lease for any period not exceeding 99 years all or any part of the political subdivision’s interest in the property to a governmental body or private individual or corporation and that the consideration for the transfer or lease may be cash or real property, or both. The County, by separate resolution, has determined that the public interest is furthered by sale and exchange of the TMD Facility to the Seller for a new facility on the Subject Property and that it is in the best interest of the County to sell and convey the real property in a manner provided under ORS chapter 271.

AGREEMENT

ARTICLE 1: SUBJECT OF AGREEMENT

Section 1.1: The Subject Property and Improvements.

The Subject Property consists of approximately 11.76 acres of land and Seller proposes to construct various turnkey improvements thereon that are further described herein (the Subject Property and the improvements are collectively referred to herein as the “**Maintenance Facility**”). The Subject Property is more particularly shown on the vicinity map and general property outline

attached hereto as **Exhibit “A”**. The improvements to be constructed shall conform with the scope of development (the “**Scope of Development**”) attached hereto as Exhibit B.

Section 1.2: TMD Facility Sale Agreement.

The County and The Blue at Abernethy Creek, LLC are party to a separate agreement, of even date herewith, for the sale of the TMD Facility (the “**TMD Facility Sale Agreement**”). The principals of the Seller control The Blue at Abernethy Creek, LLC. Under the TMD Facility Sale Agreement, the County agrees to sell to The Blue at Abernethy Creek, LLC the TMD Facility for a mutually agreed price which is supported by appraisal. Closing of the TMD Facility Sale Agreement is to be concurrent with the Closing Date of this Agreement, as that term is defined below.

Section 1.3: The County.

The County is a corporate body politic of the State of Oregon. The term “**County**” as used in this Agreement includes any assignee of or successor to its rights, powers, duties and responsibilities. The principal offices and mailing address of the County for purposes of this Agreement is:

Clackamas County
c/o Department of Transportation and Development
150 Beaver Creek Road
Oregon City, OR 97045
Attn: Dan Johnson, Director
Email: danjoh@clackamas.us

Section 1.4: The Seller.

The term “**Seller**” as used in this Agreement is Beaver Creek Structures, LLC, an Oregon Limited Liability Company, or any permitted assignee of Seller as provided in Section 1.6 below. The principal office and mailing address of the Seller for purposes of this Agreement is:

Beaver Creek Structures, LLC
Five Centerpointe, STE 400
Lake Oswego, Oregon 97281
Attn: Dan Fowler and John Miller, collectively Principals
Email: danf@greenwayig.com and johnm@greenwayig.com

Section 1.5: Escrow Officer/Title Company.

The principal office and mailing address of the Escrow Officer and Title Company for purposes of this Agreement is:

First American Title

9200 SE Sunnyside Road, Suite 400
Clackamas, OR 97015
Attn: Debbie Chase
Phone: 503.659.0069
Email: dchase@firstam.com

Section 1.6: Prohibition Against Change in Management and Control of Seller.

The qualifications and identity of Seller and its principals are of particular concern to County and were essential to the selection of Seller by County for purposes of this transaction. No voluntary or involuntary successor in interest of Seller shall acquire any rights or powers under this Agreement, except as expressly set forth herein. All assignments of this Agreement shall require written consent of County, which consent shall not be unreasonably withheld, conditioned or delayed. Subject to the notice and opportunity to cure provisions set forth in Article 7 below, this Agreement may be terminated by County at its option before Closing if there is any change (voluntary or involuntary) in the ownership, management or control of Seller or any successor-in-interest of Seller inconsistent with this Agreement.

ARTICLE 2: COUNTY'S DUE DILIGENCE

Section 2.1: Title Commitment.

Within five (5) days after the Effective Date, Seller will cause the Title Company (defined in Section 3.3 below) to furnish to County its preliminary title report on the Subject Property (the "**Preliminary Commitment**"), along with copies of all documents that give rise to exceptions listed in the Preliminary Commitment (the "**Underlying Documents**"). Within fifteen (15) days of receiving the last of the Preliminary Commitment, the Underlying Documents and the Initial Survey (defined in Section 2.2 below), County will give Seller written notice setting forth the title exceptions that are not acceptable to County (the "**Unacceptable Exceptions**"). All exceptions other than those timely objected to will be deemed acceptable to County as "**Permitted Exceptions.**" Seller will have fifteen (15) days after receiving County's notice within which to notify County in writing whether Seller is willing or able to eliminate the Unacceptable Exceptions. If Seller agrees to eliminate the Unacceptable Exceptions, Seller will be obligated to do so on or before Closing (defined in Section 3.3 below). If Seller is unwilling or unable to eliminate the Unacceptable Exceptions, County may terminate this Agreement or elect to accept the Unacceptable Exceptions and proceed by giving written notice to Seller within ten (10) days of receiving notice from Seller. If County does not provide timely written notice of its election to terminate this Agreement, it will be deemed to have waived its objections to the Unacceptable Exceptions and all of the Unacceptable Exceptions shall become Permitted Exceptions. County shall have the same rights as set forth above to approve (or disapprove) and terminate this Agreement with respect to any subsequent title matters or exceptions that are disclosed in any subsequent title reports that may be issued after the receipt of the initial Preliminary Commitment. Upon termination of this Agreement by County as provided in this Section 2.1, Initial Earnest Money (defined below) and, as applicable, the Final Earnest Money Deposit (defined below) shall be refunded, if any, pursuant to Section 3.2 below. Upon termination of this Agreement, neither party shall have any further obligations or liability hereunder, except for those obligations herein that expressly survive such termination.

Section 2.2: Survey.

Within fifteen (15) days after the Effective Date, Seller shall deliver an ALTA survey of the Subject Property to the County (the “**Initial Survey**”). At its option and expense, County may order an update to the Survey (or a new survey) (the Initial Survey, as updated or a new survey, as applicable, is referred to herein as the “**Survey**”). If applicable, County shall deliver a copy of any new or updated survey to Seller promptly upon receipt. Within fifteen (15) days after receipt of the Initial Survey, County may deliver to Seller, in writing, any objections to any matters shown on the Survey (the “**Survey Objections**”). County’s failure to timely object to any such matters shall be deemed to constitute County’s approval thereof and such shall then become Permitted Exceptions, as defined in Section 2.1. If County timely objects to any matters shown on the Survey, then Seller shall have the right, but not the obligation, to agree in writing to cure before Closing such Survey Objections, or to decline to cure such Survey Objections. Seller will have fifteen (15) days after receiving County’s Survey Objections within which to notify County in writing whether Seller is willing or able to cure the Survey Objections. If Seller agrees to cure the Survey Objections, Seller will be obligated to do so by Closing at its cost. If Seller is unwilling or unable to cure the Survey Objections, County may terminate this Agreement or elect to accept the Survey Objections and proceed by giving written notice to Seller within ten (10) days of receiving notice from Seller. If County does not provide timely written notice of its election to terminate this Agreement, it will be deemed to have waived its Survey Objections and all of the Survey Objections shall become Permitted Exceptions. Notwithstanding anything to the contrary above, although County may elect to update the Initial Survey or obtain a new survey, County is not obligated to do so. Upon termination of this Agreement by County as provided above, the Initial Earnest Money (defined below) and, as applicable, the Final Earnest Money Deposit (defined below) shall be refunded to County and neither party shall have any further obligations or liability hereunder, except for those obligations herein that expressly survive such termination.

Section 2.3: Property Documents.

Within fifteen (15) days after the Effective Date, Seller shall deliver all documents and materials which Seller has in its possession (or access to) which concern the Subject Property or its development, including but not limited to: tax and assessment documents, existing surveys, environmental assessments; soils or geotechnical reports; wetland reports, permits; traffic studies; copies of use and development permits; and any easements, covenants, conditions, restrictions, maintenance agreements, development standards applicable to the Subject Property and not otherwise set forth herein (except those that appear in zoning codes, comprehensive plans or other readily available government planning documents).

Section 2.4: Due Diligence Periods.

The County’s due diligence shall occur over two separate periods. The first due diligence period (the “**Title Commitment Due Diligence Period**”) is as further described in Sections 2.1, 2.2 and 2.3 herein. The Title Commitment Due Diligence Period shall be fifty five (55) days or less. During the Title Commitment Due Diligence Period, County will investigate all aspects of

the Preliminary Commitment, Underlying Documents, and the Survey as set forth in Sections 2.1, 2.2 and 2.3.

The second due diligence period (the “**Design and Entitlement Due Diligence Period**”) is as further described in Sections 2.4 and 2.5 herein. The Design and Entitlement Due Diligence Period shall extend, at a minimum, to the date the County receives and approves the Construction Plans described in Section 2.6, as well as the date the County certifies to the Seller that, in the County’s sole opinion, sufficient appropriations are available to proceed under the terms of this Agreement. Subject to the minimum time requirement in the preceding sentence, the Design and Entitlement Due Diligence Period shall expire upon the earlier of four hundred eighty-five (485) days after the Effective Date or fifteen (15) days from the date the building permit associated with the Maintenance Facility is issued by the city of Oregon City, or as may be extended by mutual agreement of the Parties. During the Design and Entitlement Due Diligence Period, the County shall satisfy itself as to the suitability of the Maintenance Facility for the County’s intended uses, including without limitation consistency with the Scope of Development, the existing physical condition of the Subject Property, zoning, access, utilities, building coverage, possible improvements, development limitations or restrictions. During the Design and Entitlement Due Diligence Period until the termination of this Agreement, County and its employees, agents, consultants, contractors, prospective tenants or purchasers, and lenders may enter the Subject Property to perform such tests, inspections and studies as County may deem necessary, including without limitation environmental assessments provided it is prearranged with Seller and County meets all reasonable safety requirements imposed by Seller and its agents as well as all applicable OSHA safety standards. County’s entry onto the Subject Property shall not be unreasonably withheld by the Seller. County hereby indemnifies and holds the Seller and their respective officers, agents and employees harmless from any injury or damages arising out of any activity of County, its agents, employees and contractors performed and conducted on the Subject Property for the purposes of completing its due diligence. Due diligence may include, without limitations, physical inspections of the Property; soils investigations and coring; Phase I and, as necessary, Phase II environmental assessments; and examination of survey and title exceptions. County shall restore the Subject Property to its pre-examination state after conducting such due diligence at its own expense. County agrees to provide the Seller with copies of all third-party reports concerning the condition of the Property obtained or produced as a result of its due diligence investigation. County may exercise its rights under this paragraph during the Title Commitment Due Diligence Period, in which case all provisions of this paragraph shall apply as if the County were conducting its activities during the Design and Entitlement Due Diligence Period.

Section 2.5: Design, Engineering & Reports.

Within one hundred twenty (120) days after the expiration of the Title Commitment Due Diligence Period, Seller shall prepare and submit to the County final architectural design development drawings of the improvements to be constructed on the Subject Property (“**Design Drawings**”), for County review. The Design Drawings shall be consistent with the Scope of Development, attached hereto as **Exhibit “B.”** County shall diligently, in good faith, review the Design Drawings to determine whether they are complete and in substantial conformance with the

Scope of Development. Within thirty (30) days after receipt of the Design Drawings, County may deliver to Seller, in writing, any objections alleging in sufficient detail how the Design Drawings are either incomplete or inconsistent with the Scope of Development (the “**Design Objections**”). County’s failure to timely object to any such matters shall be deemed to constitute County’s approval thereof and such shall then become Permitted Exceptions, as defined in Section 2.1. If County timely objects to any omission or inconsistency related to the Design Drawings, then Seller shall have the right, but not the obligation, to agree in writing to cure such Design Objections, or to decline to cure such Design Objections. Seller will have twenty (20) days after receiving County’s Design Objections within which to notify County in writing whether Seller is willing or able to cure the Design Objections. If Seller agrees to cure the Design Objections, Seller will be obligated to do so within twenty (20) days after notifying the County of its intent to do so. If Seller is unwilling or unable to cure the Design Objections, County may terminate this Agreement or elect to accept the Design Objections and proceed by giving written notice to Seller within ten (10) days of receiving notice from Seller. If County does not provide timely written notice of its election to terminate this Agreement, it will be deemed to have waived its Design Objections and all of the Design Objections shall become Permitted Exceptions. County approval shall not be deemed approval by the County Design Review Board or any other County or department. In the event the County terminates this Agreement as provided in this Section 2.5, a portion of the Initial Earnest Money (defined below) shall be refunded to County in accordance with Section 3.2 and neither party shall have any further obligations or liability hereunder, except for those obligations herein that expressly survive such termination.

Section 2.6: Construction Plans.

Within three hundred fifty (350) days after the expiration of the Title Commitment Due Diligence Period, Seller shall prepare and submit to the County final construction plans of the improvements to be constructed on the Subject Property (“**Construction Plans**”), for County review. The Construction Plans shall be consistent with the Scope of Development, attached hereto as **Exhibit “B”** and the approved Design Drawings. The County shall diligently, in good faith, review the Construction Plans to determine whether they are complete and in substantial conformance with the Scope of Development and the approved Design Drawings. Within thirty (30) days after receipt of the Construction Plans, County may deliver to Seller, in writing, any objections alleging in sufficient detail how the Construction Plans are either incomplete or inconsistent with the Scope of Development and the approved Design Drawings (the “**Construction Objections**”). County’s failure to timely object to any such matters shall be deemed to constitute County’s approval thereof and such shall then become Permitted Exceptions, as defined in Section 2.1. If County timely objects to any omission or inconsistency related to the Construction Plans, then Seller shall have the right, but not the obligation, to agree in writing to cure such Construction Objections, or to decline to cure such Construction Objections. Seller will have twenty (20) days after receiving County’s Construction Objections within which to notify County in writing whether Seller is willing or able to cure the Construction Objections. If Seller agrees to cure the Construction Objections, Seller will be obligated to do so within twenty (20) days after notifying the County of its intent to do so. If Seller is unwilling or unable to cure the Construction Objections, County may terminate this Agreement or elect to accept the Construction Objections and proceed by giving written notice to Seller within ten (10) days of receiving notice

from Seller. If County does not provide timely written notice of its election to terminate this Agreement, it will be deemed to have waived its Construction Objections and all of the Construction Objections shall become Permitted Exceptions. County approval shall not be deemed approval by any Clackamas County department or service district. In the event the County terminates this Agreement as provided in this Section 2.6, a portion of the Initial Earnest Money (defined below) shall be refunded to County in accordance with Section 3.2 and neither party shall have any further obligations or liability hereunder, except for those obligations herein that expressly survive such termination.

Section 2.7: Governmental Approvals.

Prior to the Closing Date, County agrees to join in executing any applications or documents reasonably required by Seller in connection with its attempts to obtain governmental permits and approvals from any and all governing jurisdictions for the development of the Maintenance Facility. County's agreement to cooperate with Seller in connection with Seller's attempt to procure governmental approvals for the Maintenance Facility and any other provision of this Agreement shall not be construed as making either party an agent or partner of the other party. Seller does not warrant that the Maintenance Facility can be developed consistent with the Scope of Development unless and until Seller receives any and all applicable and necessary governmental approvals to develop the Maintenance Facility in accordance with the Scope of Development.

Section 2.8: No Liens.

Prior to Closing, the County shall not place or allow to be placed on the Subject Property or any part thereof any mortgage, trust deed, encumbrance or lien, unless specifically pre-approved in writing by the Seller. The County shall remove or have removed any levy, lien or attachment made on the Subject Property, or any part thereof, or provide assurance of the satisfaction therein within a reasonable time, but in any case, no later than thirty (30) days of such levy, lien or attachment coming into existence without permission prior to Closing. County may contest or challenge the validity or amount of any such lien or encumbrance provided such challenge or contest is taken in accordance with applicable law and within a reasonable time, so long as County provides security satisfactory to Seller protecting the Seller's interests, or (in the case of construction liens) bonds against the liens as permitted by statute.

ARTICLE 3: DISPOSITION OF PROPERTY

Section 3.1: Purchase and Sale of the Property; Total Purchase Price.

In accordance with, and subject to all the terms, covenants, and conditions of this Agreement, the Seller agrees to sell to the County, and County agrees to purchase from the Seller, the Maintenance Facility, for an amount not to exceed Thirty One Million Three Hundred Five Thousand Eight Hundred Ninety Six and 00/100 Dollars (\$31,305,896.00) (the "**Purchase Price**"). The Purchase Price may be changed by the Parties from time to time by written amendment as the costs associated with the allowance items identified in the Scope of Development are finalized.

All changes to the Purchase Price shall be finalized upon expiration of the Design and Entitlement Due Diligence Period.

Section 3.2: Initial and Final Earnest Money Deposits.

County shall, within three (3) business days after the Effective Date, deliver to the Title Company (defined below) the sum of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) as the initial earnest money in cash or by wire transfer of immediately available funds (the “**Initial Earnest Money**”) to be held and applied in accordance with the terms of this Agreement. If County fails to timely deposit the Initial Earnest Money as provided above, this Agreement shall terminate and neither Seller nor County shall have any further obligations to one another. The Initial Earnest Money is fully refundable during the Title Commitment Due Diligence Period. In the event County elects to exercise its right to terminate this Agreement during the Title Commitment Due Diligence Period pursuant to Sections 2.1, 2.2 or 2.4 herein, except as otherwise provided herein, the Initial Earnest Money Deposit shall be immediately returned to County and neither party shall have any further rights, duties or obligations hereunder. If County elects to proceed beyond the Title Commitment Due Diligence Period, except as provided below, the Initial Earnest Money shall be released to the Seller and shall be credited to the Purchase Price due by County at Closing.

County at its option may provide notice to Seller of its election to terminate this Agreement prior to the expiration of the Design and Entitlement Due Diligence Period. In the event of termination during the Design and Entitlement Due Diligence Period (or deemed termination), neither party shall have any further rights, duties or obligations hereunder and County and Seller hereby agree that the Initial Earnest Money (defined below) shall be forfeited by Seller and returned to the County, except that the Seller shall be entitled to retain such sums that represent the percentage of work complete by Seller plus any applicable fees paid to the City of Oregon City in connection with the Maintenance Facility that are nonrefundable to the Seller. For purposes of calculating the Initial Earnest Money that Seller may retain relating to the percentage of work complete, if any, the Parties acknowledge that upon termination of the Agreement during the Design and Entitlement Due Diligence Period, Owner’s Representative shall promptly and reasonably determine the percent complete of the Design Drawings and the Construction Plans. The percent complete values determined by the Owner’s Representative shall be multiplied by Design Drawing cost of \$1,021,189.00 and Construction Plan cost of \$473,215.00, respectively. The resulting amounts shall be retained by Seller. .

The County shall be deemed to be the owner of any Design Drawings and Construction Plans produced and owned by Seller as of the date of termination. Seller shall execute any documents reasonably necessary to transfer to the County the rights it possesses to the Design Drawings and Construction Plans and any permits obtained in connection with the Maintenance Facility.

Within (10) days of County electing to move forward with the Agreement beyond the expiration of the Design and Entitlement Due Diligence Period, County shall deposit with the Title Company the final earnest money deposit of Ten Million One Hundred Thousand and 00/100

dollars (\$10,100,000.00) (the “**Final Earnest Money Deposit**”). Upon receipt, the Title Company shall immediately release the Final Earnest Money Deposit to Seller. The Final Earnest Money Deposit shall be credited to the Purchase Price due by County at Closing.

Section 3.3: Closing.

This transaction shall close (the “**Closing**”) within One Thousand Forty Nine (1,049) days from the Effective Date of this Agreement (or as may be extended as provided herein, the “**Closing Date**”). If temporary occupancy has not been obtained from the City of Oregon City by the Seller, Seller may extend Closing until temporary occupancy for the Maintenance Facility is obtained. Seller’s right to extend the Closing is limited to an additional one hundred eighty (180) days, and may be exercised by giving notice thereof to the County prior to the then-current expiration date. Seller’s exercise of its extension right under this paragraph shall cause a corresponding reduction of the Purchase Price of One Hundred Thousand Dollars (\$100,000).

Closing shall occur in escrow on or before the Closing Date by and through a mutually acceptable escrow officer (the “**Escrow Officer**”) of First American Title , 9200 SE Sunnyside Rd. #400, Clackamas, OR 97015 (the “**Title Company**”), in accordance with the terms and conditions of this Agreement. County agrees, subject to the terms and conditions hereunder for its benefit, to accept conveyance of the Subject Property and pay to Seller at Closing the Purchase Price for the Subject Property by wire transfer of immediately available funds, subject to the credits, debits, prorations and adjustments provided for in this Agreement, including a credit for the Initial Earnest Money and the Final Earnest Money Deposit in a total amount of Eleven Million Six Hundred Thousand Dollars (\$11,600,000.00). The County and the Seller agree to perform all acts necessary to close this transaction in accordance with the terms of this Agreement. Each party may submit escrow instructions to the Escrow Officer consistent with this Agreement. Once submitted, instructions may not be withdrawn or altered without the consent of both the County and the Seller.

Section 3.4: Deed Form.

At Closing, the Seller shall convey to the County fee simple title to the Subject Property by Warranty Deed, duly executed, acknowledged and delivered in the form of **Exhibit “C”** attached hereto (the “**Deed**”), free and clear of all liens, claims and encumbrances other than the Permitted Exceptions. Conveyance of title to the Subject Property to County shall conclusively establish satisfaction or waiver of all closing conditions set forth in Article 4 herein.

Section 3.5: Title Insurance; Prorations; Adjustments; Commissions.

3.5.1 Seller shall be responsible for obtaining a standard Owner’s policy of title insurance for the Subject Property. County, at its option, shall be responsible for any additional premiums for extended coverage and additional title endorsements. At County’s request, Seller will execute and deliver at Closing an affidavit certifying that there are no unrecorded leases or agreements affecting the Property, there are no parties in possession of the Subject Property, that there are no mechanic’s or statutory liens against the Subject Property, and as to such other matters as may be

reasonably requested by the Title Company or County for issuance of extended coverage title insurance in favor of the County.

3.5.2 Real property taxes and assessments and other expenses associated with the Subject Property for the current year (if any) shall be prorated and adjusted between the parties as of the Closing Date. Seller shall be responsible for any and all real property taxes for the period of time prior to the recording of the Deed and the County shall be responsible for such taxes for the period of time on and subsequent thereto. Escrow fees shall be split evenly between the parties. Recording fees shall be paid by the County. The County shall be responsible for all professional fees incurred by County in connection with its investigation of the Subject Property, and payment of its respective legal fees and expenses. Seller shall pay the costs of its own attorneys, consultants and advisors with respect to this transaction.

Section 3.6: Events of Closing.

Provided the Escrow Officer has received sums equal to the Purchase Price, as well as any costs, prorations and adjustments as provided herein, and is in a position to cause the title insurance policy to be issued as described herein, this transaction shall be closed on the Closing Date as follows:

3.6.1 The Escrow Officer shall perform the prorations and adjustments described in Section 3.5, and the parties shall be charged and credited accordingly.

3.6.2 County shall pay the entire Purchase Price to Seller by wire transfer or cashier's check of immediately available funds, adjusted for the charges, prorations, adjustments and credits set forth in this Agreement, including a credit for the Initial Earnest Money and the Final Earnest Money Deposit in a total amount of Eleven Million Six Hundred Thousand Dollars (\$11,600,000.00).

3.6.3 Any liens required to be paid by Seller at closing shall be paid and satisfied of record at Seller's expense.

3.6.4 Seller shall convey the real property to County by execution and delivery of the Deed, subject only to the Permitted Exceptions.

3.6.5 The Title Company shall be irrevocably committed to issue the policy described in Section 4.2.7, upon recordation of the Deed.

3.6.6 Seller shall deliver Seller's Certification of Nonforeign Status as provided in Section 8.14 herein.

3.6.7 The Escrow Officer shall record documents in the real property records of Clackamas County in the following order: first, the Deed described in this Agreement, and second, the deed to be conveyed in the TMD Facility Sale Agreement.

3.6.8 The Escrow Officer has received sums equal to the Purchase Price for the sale of the TMD Facility, as well as any costs, prorations and adjustments, and is in a position to

cause the title insurance policy to be issued as described in the TMD Facility Sale Agreement, unless the TMD Facility Sale Agreement has been terminated according to its terms.

3.6.9 The Escrow Officer establishes an escrow account (the “**Account**”) in the total amount of Three Hundred Thousand and No/100 Dollars (\$300,000.00) (such sum, together with all interest earned thereon, are collectively referred to herein as the “**Escrow Funds**”) from a portion of Seller’s net sales proceeds withheld at Closing by the Escrow Officer, as security for completion of the final punchlist items, in accordance with the terms of Section 5.2.

3.6.10 The parties will take such further actions and execute and deliver such other instruments as may be reasonably necessary or desirable to consummate the transactions contemplated by this Agreement.

Section 3.7: Possession.

Possession of the Property shall be delivered to the County concurrently with the conveyance of title on the Closing Date. The County shall accept title and possession on the Closing Date, unless such date is extended as provided herein.

Section 3.8: Conditions of the Property.

The County acknowledges that it is purchasing the Property “As Is,” except as otherwise provided herein.

ARTICLE 4: CLOSING CONDITIONS

Section 4.1: Seller’s Closing Conditions.

Seller’s obligations to convey the Maintenance Facility under this Agreement are expressly conditioned upon the satisfaction of the following conditions:

4.1.1 The fulfillment by County of all its obligations and covenants under this Agreement to be performed on or before the Closing Date, including but not limited to the deposit of the Purchase Price required for conveyance of the Property.

4.1.2 The fulfillment by County of all its obligations and covenants under the TMD Sale Agreement to be performed on or before the Closing Date of this Agreement, unless the TMD Sale Agreement has been terminated according to its terms.

4.1.3 That all of County’s representations and covenants set forth in this Agreement are true and correct in all material respects on the Closing Date.

The foregoing conditions may be waived only by Seller. If any one or more of such conditions are not satisfied as of the Closing Date, Seller at its option may terminate this Agreement, in which event the Earnest Money shall be returned to the County and neither party shall have any further obligation or liability hereunder (except for such obligations that expressly

survive such termination), except to the extent such condition is not satisfied solely as a result of a breach of this Agreement by County, in which case the provisions of Section 7.1 below shall apply.

Section 4.2: County's Closing Conditions.

County's obligations to close the purchase of the Maintenance Facility under this Agreement are expressly conditioned upon the satisfaction of the following conditions:

4.2.1 Design Drawings and Construction Plans (as defined in Sections 2.5 and 2.6) for the improvements to be constructed on the Subject Property have been prepared and submitted by Seller in accordance with the terms of this Agreement and have been reviewed and approved by County, in accordance Section 2.5 and 2.6 of this Agreement.

4.2.2 The fulfillment by Seller of all its material obligations and covenants under this Agreement to be performed on or before the Closing Date.

4.2.3 The fulfillment by Seller of all its obligations and covenants under the TMD Sale Agreement to be performed on or before the Closing Date of this Agreement, unless the TMD Sale Agreement has been terminated according to its terms.

4.2.4 That all of Seller's representations and covenants set forth in this Agreement are true and generally correct in all material respects on the Closing Date.

4.2.5 The Seller has obtained temporary occupancy for the Maintenance Facility from the City of Oregon City and the County has received acknowledgement in writing from the Owner's Representative (defined below) that the improvements to be constructed on the Subject Property are consistent with the Construction Plans.

4.2.6 There being no change in the condition or legal requirements of the Subject Property, whether directly or indirectly, including any dumping of refuse or environmental contamination, after Effective Date, and that no legal action or proceeding (including condemnation) affecting the Subject Property or County's intended use thereof shall have been materially threatened or commenced.

4.2.7 That the Title Company shall be irrevocably committed to issue an owner's title insurance policy, as described in Section 3.5 above, insuring that fee simple title is vested in County as of the Closing Date, in the amount of the Purchase Price, subject only to the Permitted Exceptions.

The foregoing conditions may be waived only by County. If any one or more of such conditions are not satisfied as of the Closing Date, County at its option may terminate this Agreement, in which event the Earnest Money shall be refunded to County and neither party shall have any further obligation or liability hereunder (except for such obligations that expressly

survive such termination), except to the extent such condition is not satisfied solely as a result of a breach of this Agreement by Seller, in which case the provisions of Section 7.2 below shall apply.

ARTICLE 5: OWNER'S REPRESENTATIVE, FINAL COMPLETION, AND WARRANTY

Section 5.1: Owner's Representative

The County may elect to designate a representative (the "**Owner's Representative**") to monitor the entitlement and construction of the improvements on the Subject Property. Seller shall make available to the Owner's Representative materials related to the design and entitlement of the improvements to be constructed on the Subject Property and shall notify and allow the Owner's Representative to attend meetings with the City of Oregon City related to the same. After the date of expiration of the Design and Entitlement Due Diligence Period until the Closing Date, the Owner's Representative may enter the Subject Property to perform such tests, inspections and studies as County may deem necessary. The primary purpose of the Owner's Representative is to monitor whether the improvements to be constructed on the Subject Property are consistent with the Construction Plans. For purposes of Section 4.2.5, whether the improvements to be constructed on the Subject Property are consistent with the Construction Plans shall be determined in the sole discretion of the Owner's Representative. If an Owner's Representative has not been designated by the County, the County shall assume the rights and obligations described in this paragraph. This section shall survive Closing and not be merged into any documents delivered at Closing.

Section 5.2: Final Completion

The Seller shall be obligated to complete the Maintenance Facility in accordance with the Construction Plans within one hundred twenty (120) days from the date of Closing. The Escrow Officer may release the Escrow Funds to the Seller after written approval has been provided by either the Owner's Representative or the County that the Maintenance Facility to be constructed on the Subject Property has achieved final completion consistent with the Construction Plans, which approval will not be unreasonably withheld, conditioned or delayed. The sole condition for disbursement of the Escrow Funds to Seller is the final completion of the Maintenance Facility by the foregoing deadline. Notwithstanding the foregoing, if final completion is not achieved within one hundred twenty (120) days from the date of Closing, all Escrow Funds shall be disbursed to the County, subject to the written approval of Seller, which approval will not be unreasonably withheld, conditioned or delayed. The Escrow Funds shall be disbursed by a single payment and shall not be paid on a pro rata basis or otherwise disbursed in installments. The Account shall be terminated upon disbursement of all Escrow Funds in the Account as provided in this Agreement. This section shall survive Closing and not be merged into any documents delivered at Closing.

Section 5.3: Correction of Defects

If, within one year after the date of final completion of the Maintenance Facility, as described in Section 5.2, any of the work associated with the construction of the Maintenance Facility is found to be not in accordance with the Construction Plans, the Seller shall correct it promptly after receipt of written notice from the County to do so unless the County has previously given the Seller a written acceptance of such condition. The County shall give such notice promptly after discovery of the condition. Nothing contained in this Section 5.3 shall be construed to establish a period of limitation with respect to other obligations which the Seller might have under this Agreement, including, but is not limited to, Sections 6.1.18 and 6.1.19. Establishment of the time period of one year as described in in this Section 5.3 relates only to the specific obligation of the Seller to correct the defect, and has no relationship to the time within which the obligation to comply with this Agreement may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Seller's liability with respect to the Seller's obligations other than specifically to correct the identified defects. This section shall survive Closing and not be merged into any documents delivered at Closing.

Section 5.4: Non Remonstrance

The Seller, and any of the individual members associated with the Seller in their individual capacity or on behalf of a separate legal entity, hereby waive any and all right to remonstrate against the formation of a Local Improvement District (LID) or a reimbursement district by the City of Oregon City for the purpose of making sanitary sewer, storm sewer, water or street improvements that benefit the Subject Property (beneficial street improvements as aforementioned shall be specifically limited to those generally located at the intersection of Clairmont Dr. and Beaver Creek Road, along the Subject Property Beaver Creek Road frontage or any public roadways located within the Subject Property) and assessing the cost to benefited properties pursuant to the City's capital improvement regulations in effect at the time of such improvement. This section shall survive Closing and not be merged into any documents delivered at Closing.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

Section 6.1: Seller's Representations and Covenants.

Seller represents, warrants and covenants to the best of its knowledge the following:

6.1.1 Seller is an Oregon limited liability company, duly organized and validly existing, and is qualified to do business in the state in which the Subject Property is located. Seller has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate the transactions contemplated hereby.

6.1.2 There is no agreement to which Seller is a party or which, to Seller's knowledge, is binding on Seller which is in conflict with this Agreement. There is no action or proceeding pending or, to Seller's knowledge, threatened against Seller which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement.

6.1.3 Seller has the financial capacity to cause those improvements set forth herein to be

constructed.

6.1.4 Dan Fowler, in his capacity as the Manager of Seller, is individually authorized to act on behalf of, and bind, the Seller.

6.1.5 All information, documents and instruments delivered to County by Seller in connection with this Agreement are complete and true copies of such documents or original counterparts thereof.

6.1.6 There are no actions, suits, claims, legal proceedings, condemnation or eminent domain proceedings, or any other proceedings affecting the Subject Property, or any portion thereof, at law or in equity, before any court or governmental agency, domestic or foreign, nor is there any basis for any such proceeding which, if adversely determined, might affect the use or operation of the Subject Property for County's intended purpose, the value of the Subject Property, or adversely affect the ability of Seller to perform its obligations under this Agreement.

6.1.7 There are no liens, bonds, encumbrances, covenants, conditions, reservations, restrictions, easements or other matters affecting the Subject Property except as disclosed in the Preliminary Commitment, and Seller has not received notice and has no knowledge of any pending liens or special assessments to be made against the Subject Property. Seller further warrants that it will defend and hold harmless the County from any liens, bonds, encumbrances, covenants, conditions, reservations, restrictions, easements or other matters affecting the Subject Property which attach, or which are discovered after the date of Closing and are attributable to the period of Seller's ownership, or due to Seller's acts or omissions related to the Subject Property.

6.1.8 From the Effective Date until the Closing Date, Seller shall use commercially reasonable efforts to properly maintain the Subject Property in its current condition as of the Effective Date less reasonable impact of natural conditions and County's due diligence efforts.

6.1.9 Other than this Agreement and the TMD Facility Sale Agreement, the documents to be executed and delivered hereunder at Closing and the Permitted Exceptions, there are no contracts or agreements of any kind relating to the Subject Property to which Seller or its agents is a party and which would be binding on County after Closing.

6.1.10 Seller has not obligated itself in any manner to sell the Subject Property to any party other than County and promises not to enter into an agreement with any other party for the sale or lease of any portion of the Subject Property while this Agreement is in effect.

6.1.11 Seller's sale of the Subject Property is not subject to any federal, state or local withholding obligation under applicable tax laws.

6.1.12 Seller has received no written notice of and has no knowledge of any material violations or investigations of violations of any applicable laws or ordinances affecting the Subject Property that have not been corrected or resolved.

6.1.13 No hazardous substances exist at the Subject Property in any material concentration or quantity.

6.1.14 The Subject Property is in compliance with all applicable environmental laws, there are no material concentrations of hazardous wastes or hazardous substances on, in or under the Subject Property, and there are no underground storage tanks within the Subject Property. As used in this Agreement, the term “environmental laws” includes any and all state, federal and local statutes, regulations, and ordinances to which the Subject Property is subject and relating to the protection of human health and the environment, as well as any judgments, orders, injunctions, awards, decrees, covenants, conditions, or other restrictions or standards relating to same; and the term “hazardous substances” includes all hazardous and toxic substances, wastes, or materials, including without limitation all substances, wastes, and materials containing either petroleum, including crude oil or any fraction thereof, or any of the substances referenced in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601(14), and similar or comparable state or local laws.

6.1.15 Seller is not a “foreign person” for purposes of Section 1445 of the Internal Revenue Code.

6.1.16: Seller, for a period of no fewer than six calendar years preceding the effective date of this Agreement, has faithfully complied with (i) all applicable tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Seller, to Seller’s property, operations, receipts, or income, or to Seller’s performance of or compensation for any work performed by Seller; (iii) any tax provisions imposed by a political subdivision of this state that applied to Seller, or to goods, services, or property, whether tangible or intangible, provided by Seller; and (iv) any applicable rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

6.1.17 Seller warrants that each worker in each trade or occupation employed in the performance of any part of the construction of the Maintenance Facility shall be paid not less than the applicable prevailing wage rate, and will pay the higher rate of pay on an individual job classification of which shall be in effect for the construction of the Maintenance Facility pursuant to the Davis-Bacon Act (40 U.S.C. 276a) and Bureau of Labor and Industries (a.k.a. BOLI) ORS 279C.800 through ORS 279C.875.

6.1.18 Seller warrants that materials and equipment furnished as part of the construction of the Maintenance Facility will be of good quality and new, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the Construction Plans. Work not conforming to these requirements may be considered defective. The Seller’s warranty excludes remedy for damage or defect caused by abuse, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner’s Representative, the Seller shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

6.1.19 Seller warrants that all construction and related services conducted in connection with the Maintenance Facility shall be performed in a good and workmanlike manner, by workers who are appropriately trained and experienced in the work being performed, and in accordance with industry standards for projects of similar type and quality, and all applicable laws, codes, regulations and other requirements, including safety requirements.

6.1.20 Seller has not engaged a real estate broker or agent for purposes of negotiating this transaction and no agreements have been executed by Seller which would obligate a third-party to be paid out of the proceeds of the sale of the Subject Property.

Section 6.2: County's Representations and Covenants.

County represents, warrants and covenants as follows:

6.2.1 County has been duly organized and is validly existing as a corporate body politic, in good standing in the State of Oregon. County has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate the transactions contemplated hereby.

6.2.2 All Subject Property information, documents and instruments delivered to Seller by County are complete and true copies of such documents or original counterparts thereof.

6.2.3 County is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code.

6.2.4 There is no agreement to which County is a party or which, to County's knowledge, is binding on County which is in conflict with this Agreement. There is no action or proceeding pending or, to County's knowledge, threatened against County which challenges or impairs County's ability to execute or perform its obligations under this Agreement.

6.2.4 County has not engaged a real estate broker or agent for purposes of negotiating this transaction and no agreements have been executed by County which would obligate a third-party to be paid out of the proceeds of the sale of the Property.

Section 6.3: Survival.

All representations and warranties contained in this Agreement shall be true on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date, and shall survive Closing and not be merged into any documents delivered at Closing. The parties agree to disclose any material change in the representations and warranties contained in this Agreement.

ARTICLE 7: DEFAULTS AND REMEDIES

Section 7.1: Seller's Remedies.

County acknowledges that there would be no adequate remedy at law if the County fails to proceed to Closing after electing to move forward with the Agreement after the Design and Entitlement Due Diligence Period. Provided Seller has completed the Maintenance Facility consistent with the Construction Plans so that it may be occupied and used as generally intended, Seller may be irreparably harmed by any such failure, and accordingly County agrees that the

Seller shall be entitled to compel specific performance of the obligations of the County to complete Closing on Maintenance Facility.

Section 7.2: County's Remedies.

If this transaction fails to close because of the Seller's default hereunder, the Initial Earnest Money and the Final Earnest Money Deposit shall be returned, if any, to the County as set forth in and pursuant to Section 3.2 herein. The County shall be entitled to such remedies for breach of contract as may be available under applicable law, including (without limitation) the remedy of specific performance, injunctive relief and/or the right to recover its damages.

In the event that any of the following occur prior to the conveyance of title to the Subject Property, then this Agreement, and any rights of the Seller, or any assignee or transferee, in this Agreement, or the Property, or any portion thereof, shall, at the option of the County, be terminated by the County, in which event the Initial Earnest Money and the Final Earnest Money Deposit, and any interest earned thereon, shall be returned or retained by the County as set forth and pursuant to Section 3.2 herein, and neither the Seller nor the County shall have further rights against or liability to the other under this Agreement:

7.2.1 Seller, or any successor in interest thereto, assigns this Agreement or any rights therein, or to the Subject Property, in violation of this Agreement;

7.2.2 There is a change in the ownership of the Seller contrary to the provisions of Section 1.6 hereof and as a result Seller fails to materially and substantially fulfill its obligations under the Agreement. The Seller shall not take any action to change its managers without the express written consent of the County; or

7.2.3 The Seller does not construct the improvements on the Subject Property generally consistent with the Construction Plans as approved in accordance with the Agreement as reasonably determined by the Owner's Representative pursuant to Section 5.1 provided County has approved the Construction Plans pursuant to Section 2.6, including acceptance of Seller's proposed cure notification and cure of objections, the County deposits the Final Earnest Money, the building permit associated with the Maintenance Facility has been issued by the city of Oregon City, and all other necessary and required governmental permits have been issued by all governing jurisdictions necessary to commence construction of the Maintenance Facility.

Section 7.3: Default.

Except for the parties' wrongful failure to close or satisfy a condition to Closing by the Closing Date or reasonably cooperate as set forth within this Agreement, neither party shall be deemed in default under this Agreement unless such party is given written notice of its failure to comply with this Agreement and such failure continues for a period of thirty (30) days following the date such notice is given. If the default is of such a nature that it cannot be completely remedied within such thirty (30) day period, this provision shall be complied with if the defaulting Party

begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

ARTICLE 8: GENERAL PROVISIONS

Section 8.1: Applicable Law.

The law of the State of Oregon shall govern the interpretation and enforcement of this Agreement without giving effect to the conflicts of law provision thereof.

Section 8.2: Attorney Fees.

The parties shall bear their own costs and attorney fees in the event an action is brought to enforce, modify or interpret the provisions of this Agreement.

Section 8.3: Acceptance of Service of Process.

In the event that any legal or equitable action is commenced by the Seller against the County, service of process on the County shall be made by personal service on the Director of the Department of Transportation and Development, as set forth in Section 1.3, or in such other manner as may be provided by law. In the event that any legal or equitable action is commenced by the County against the Seller, service of process on the Seller shall be made on the individual identified in Section 1.4, or in such other manner as may be provided by law.

Section 8.4: Notice, Demands and Communications Between the Parties.

All notices given pursuant to this Agreement shall be in writing sent to the addresses shown in Section 1.3 and Section 1.4 of this Agreement and to the attention of the person indicated and shall be either: (i) mailed by first class mail, postage prepaid, certified or registered with return receipt requested, or (ii) delivered in person or by local or national courier.

Any notice (i) sent by mail in the manner specified in this section shall be deemed served or given three (3) business days after deposit in the United States Postal Service, and (ii) delivered in person or by local or national courier shall be deemed served or given upon receipt or refusal of delivery. Notice given to a party in any manner not specified above shall be effective only if and when received by the addressee as demonstrated by objective evidence in the possession of the sender. Each party may change its address for notice by giving not less than ten (10) days' prior notice of such change to the other party in the manner set forth above.

Section 8.5: Nonliability of Officials and Employees.

No member, manager, shareholder, director, officer, elected official, employee, affiliate, agent, or representative of any of the parties shall be personally liable to the other party or any successor-in-interest thereto, in the event of any default or breach by either party or for any amount

that may become due to either party or its successor, or any obligations under the terms of this Agreement.

Section 8.6: Merger.

None of the provisions of this Agreement are intended to or shall be merged by reason of any deed referred to herein and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement, but shall be deemed made pursuant to this Agreement.

Section 8.7: Headings.

Any title of the several parts and sections of this Agreement are inserted for convenience or reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 8.8: Time of Essence.

Time is of the essence of this Agreement. All obligations of the County and the Seller to each other shall be due at the time specified by the Agreement, or as the same may be extended by mutual agreement of the parties in writing.

Section 8.9: Severability.

If any clause, sentence or any other portion of the terms and conditions of this Agreement become illegal, null or void for any reason, or held by any court of competent jurisdiction to be so, the remaining portion will remain in full force and effect.

Section 8.10: No Partnership.

Neither anything in this Agreement or the documents delivered in connection herewith nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties to this Agreement.

Section 8.11: Nonwaiver of Government Rights.

Subject to the terms and conditions of this Agreement, by making this Agreement, the County is specifically not obligating itself, the County, or any other County with respect to any discretionary governmental action relating to the acquisition of the Property or development, operation and use of the improvements to be constructed on the Property, including, but not limited to, condemnation, comprehensive planning, rezoning, variances, environmental clearances or any other governmental County approvals that are or may be required.

Section 8.12: Entire Agreement; Waivers.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all prior negotiations or previous agreements between the parties or the predecessors in interest with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in a writing signed by the appropriate authorities of the County and the Seller, and all amendments thereto must be in a writing signed by the appropriate authorities by the County and the Seller.

Section 8.13: Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

Section 8.14: Non-Foreign Persons.

The parties agree to comply with the terms of Internal Revenue Code Section 1445 and at Closing, County shall execute and deliver to Seller and Title Company a non-foreign person affidavit in a form mutually acceptable to the parties. County represents and warrants that it is not a “foreign person” as that term is used in Internal Revenue Code Section 1445 and County agrees to furnish Seller with any necessary documentation to that effect.

Section 8.15: Waiver.

Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party’s right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

Section 8.16: Weekends and Holidays.

If the time for performance of any of the terms, conditions and provisions of this Agreement shall fall on a Friday, Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter. Any time period in this Agreement not specified as being calculated according to “business days” shall be calculated according to calendar days.

Section 8.17: Neutral Construction.

This Agreement has been negotiated with each party having the opportunity to consult with legal counsel and shall not be construed against either party by virtue of which party drafted all or any part of this Agreement.

Section 8.18: Exhibits.

All exhibits listed on the signature page below and attached hereto are incorporated into and constitute a part of this Agreement.

Section 8.19: Dispute Resolution.

Each party waives its rights to trial by jury in any claim, action, suit, or proceeding arising out of this Agreement or the transactions relating to its subject matter.

ARTICLE 9: SUCCESSOR INTEREST

This Agreement shall be binding upon and inure to the benefit of the parties, and their permitted successors and assigns.

ARTICLE 10: STATUTORY DISCLAIMER

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

“COUNTY” CLACKAMAS COUNTY, a corporate body politic

By: _____
Chair

Date: _____, 2019

“SELLER” BEAVERCREEK STRUCTURES, LLC, an Oregon limited liability company

By: _____
Daniel Fowler, its Manager

Date: _____, 2019

LIST OF EXHIBITS

- | | |
|-----------|---|
| EXHIBIT A | Vicinity Map & General Property Outline |
| EXHIBIT B | Scope of Development |
| EXHIBIT C | Form of Warranty Deed |
| EXHIBIT D | TMD Facility Sale Agreement |

EXHIBIT A

Vicinity Map & General Property Outline

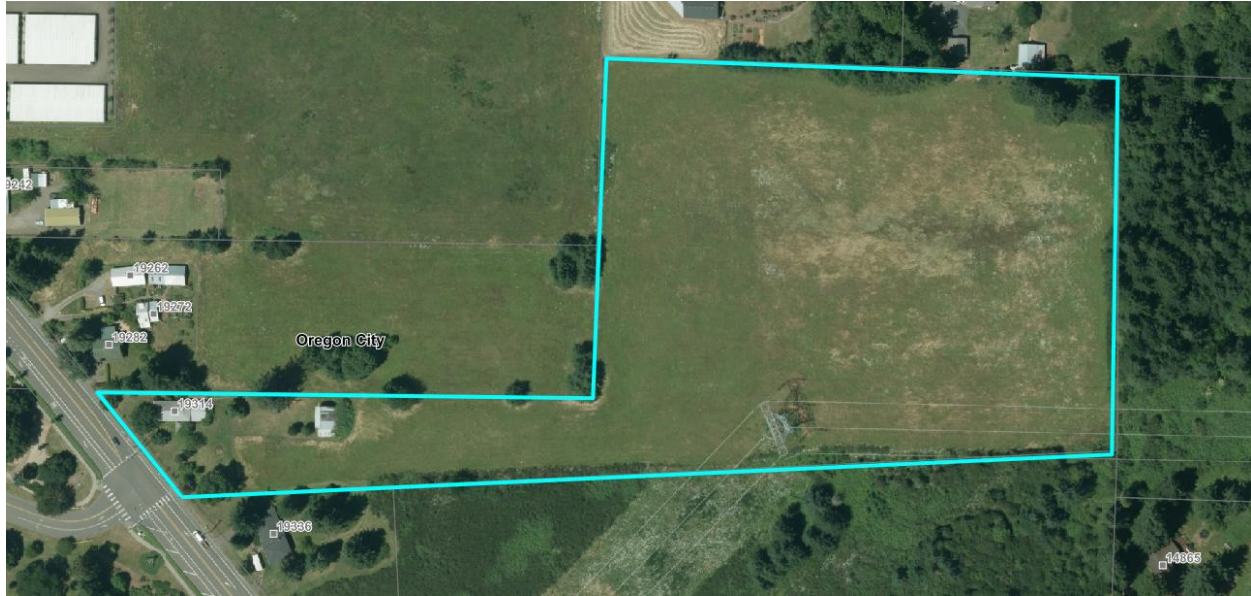


EXHIBIT B

Scope of Development

EXHIBIT C

Form of Warranty Deed

AFTER RECORDING SEND TO:

**UNTIL A CHANGE IS REQUESTED
ALL TAX STATEMENTS SHALL
BE SENT TO:**

STATUTORY WARRANTY DEED

BEAVERCREEK STRUCTURES, LLC, an Oregon limited liability company (“Grantor”) conveys and warrants to **CLACKAMAS COUNTY**, a corporate body politic (“Grantee”) all of Grantor’s interest in that certain real property located in Clackamas County, Oregon, as more particularly described on Exhibit A attached hereto and incorporated herein, free of encumbrances except as specifically set forth herein.

Subject to and Excepting:

1. **itemize exceptions**
- 2.

The true consideration for this conveyance is _____ Dollars (\$ _____).

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON

ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED as of _____, 20__.

BEAVERCREEK STRUCTURES, LLC, and
Oregon limited liability company

By: _____
Name:
Its:

STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument was acknowledged before me on _____, 20__, by _____, as _____ of Beaver Creek Structures, LLC, an Oregon limited liability company.

Notary Public for Oregon
My commission expires:

EXHIBIT A to Warranty Deed

Legal Description

EXHIBIT D

TMD Facility Sale Agreement



DAN JOHNSON
DIRECTOR

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

March 28, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Disposition Agreement Between Clackamas County and
Beavercreek Structures, LLC Pertaining to Property Located at 19314 S Beavercreek Road**

Purpose/Outcome	Agreement authorizing acquisition of a turnkey facility to house Transportation Maintenance and Fleet Services
Dollar Amount and Fiscal Impact	\$31,305,896 – Guaranteed Maximum Price (GMP)
Funding Source	Land Sale Proceeds and Road Fund
Duration	The proposed sale agreement for the property sets closing 1,049 days from the effective date of the agreement, contingent upon the successful acquisition and occupancy of a replacement site for the Transportation Maintenance Division.
Previous Board Action/Review	Executive Session
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build public trust through good government • Build a strong infrastructure • Ensure safe, healthy and secure communities
Contact Person	Dan Johnson, Transportation and Development – Director 503-742-4325

Since the devastating flooding in February 1996 on county-owned property at 902 Abernethy Road in Oregon City, Clackamas County has been working to relocate all operations housed at that facility. At one time this site was the primary location for Water Environment Services (formerly the Utilities Department) and the Department of Transportation Development Services / Transportation Maintenance; currently the site houses a dilapidated office building, Clackamas County Fleet Services, Vector Control, Sheriff's Office Fleet Operations and the Transportation Maintenance Division.

Over the past year, County Administration had made it a goal to prioritize the relocation Transportation Maintenance from the current site as:

- Existing facilities on the site are located within a Federal Emergency Management Agency (FEMA)-designated 100-year flood plain. The risk of flooding was most recently and dramatically demonstrated in 1996 when the property was overwhelmed by floodwater. Abernethy Creek, which is adjacent to the site, has crested above the floor heights of the existing facilities eight times since 1923. When the public needs the vital operations of the Transportation Maintenance Division most, it is essential that its facilities are not underwater.
- The Transportation Maintenance Division is forced to spend money and time every year to move critical equipment in and out of the flood zone during potential flooding events to try to mitigate the risk of operational disruptions in the event of flooding.
- The Transportation Maintenance Division has outgrown existing facilities and the existing facilities are inefficient, for the following reasons:
 - Many years of growth in the County’s Department of Transportation and Development resulting in additional staff and equipment;
 - The shape of the site – long and narrow – does not support efficient and safe movement of equipment
 - The limited size of the site does not allow for proper vehicle circulation.
- There are cost and safety issues stemming from unauthorized camping and property use along the Abernethy Creek on the Subject Property.
- The property is underdeveloped compared to its highest and best use. Redevelopment would create additional assessed value for the County and the City of Oregon City.

With this direction, staff has advanced negotiations with Beaver Creek Structures, LLC on a rare opportunity to acquire a turnkey facility and liquidate the Abernethy Road facility to foster more compatible redevelopment opportunities benefitting the local community and the City of Oregon City.

The Beaver Creek Road Site of approximately 11.76 acres at 19314 Beaver Creek Road meets or exceeds all requirements identified by the County as a potential new location for Transportation Maintenance Division operations. The County criteria for a new site location includes but is not limited to the following:

- a. Close proximity to Clackamas County headquarters on the Red Soils Campus in Oregon City
- b. Signalized access onto a major road – in this case, Beaver Creek Road
- c. Central location within the Transportation Maintenance Division’s service area
- d. Proper zoning for County’s desired use

The owners of the Beaver Creek Road Site propose to acquire, for fair market value supported by appraisal, the Abernethy Road site for redevelopment, subject to the Transportation Maintenance Division’s successful acquisition and occupancy of the Beaver Creek Road Site.

Funding for acquisition of the Beaver Creek Road Site will be secured through land sale proceeds and long-term borrowing. Debt service for any borrowing will be covered by available road funds secured through reallocation of forecasted revenue including adjustments in heavy equipment purchases, material purchases, restructuring service delivery agreements resulting in additional

revenues and other measures. No revenue from the recently approved countywide Vehicle Registration Fee will be directed towards this acquisition.

County Counsel has reviewed and approved this agreement.

RECOMMENDATION

Staff respectfully recommends the Board of County Commissioners authorize the Chair to execute the attached agreement, any version of the agreement with no material changes and any subsequent materials needed to facilitate the transaction described in the agreement.

Sincerely,

Dan Johnson - Director
Transportation and Development

Attachments: Disposition Agreement

DISPOSITION AGREEMENT

THIS DISPOSITION AGREEMENT (this “**Agreement**”) is by and between CLACKAMAS COUNTY, a corporate body politic (the “**County**”), and Beaver Creek Structures, LLC, an Oregon limited liability company or assigns (the “**Seller**”). The latest date on which this Agreement is signed by County and Seller (as indicated below their signatures herein) is referred to in this Agreement as the “**Effective Date**.”

RECITALS

A. The County has deemed it to be vital and in the best interest of the County and the health and safety, morals and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements to relocate the Transportation Maintenance Division from its current Abernethy Road location at 902 Abernethy Road (the “**TMD Facility**”) to a new facility on the Subject Property (defined below) pursuant to this Agreement for reasons that generally include but are not specifically limited to the following:

- a. Existing TMD facilities on Abernethy Road are located within a FEMA designated 100-year flood plain. The risk of flooding was most recently evidenced in 1996 when TMD was besieged by floodwater. Abernethy Creek has crested above the floor heights of the existing TMD facility eight times since 1923. When the public needs the vital operations of the Transportation Maintenance Division most, it is essential that the TMD Facility is not underwater.
- b. The Transportation Maintenance Division has out grown existing facilities.
- c. Existing facilities are inefficient, due to many years of dealing with growth in the County’s Department of Transportation and Development, due to improper location relative to site geometry, and due to inadequate size which fails to allow for proper vehicle circulation.
- d. The Transportation Maintenance Division expends funds every year to move critical equipment in and out of the flood zone during potential flooding events in an attempt to mitigate the risk of operational disruptions in the event of flooding.
- e. Concern over cost and safety issues stemming from unauthorized camping and property use along the Abernethy Creek. Investment in the current TMD facility to meet the needs of the division is a risk due to the possibility of localized flooding resulting and a possible stranded investment of public funds.
- f. Ability to co-locate TMD heavy vehicle maintenance services and County light vehicle maintenance services in one facility will provide cost savings and improved operational efficiencies.
- g. The TMD Facility is underdeveloped from its highest and best use. Redevelopment of the TMD Facility would create additional assessed value for the County and City of Oregon City.

B. Seller owns or controls certain real property generally described as 11.76 acres of land on Beaver Creek Road located at 19314 S. Beaver Creek Road, Oregon City, Oregon with an associated Tax lot number of 00800 on Clackamas County Assessor’s Map Number 32E09A (the

“**Subject Property**”). The Subject Property meets or exceeds all requirements identified by the County as a potential new location for operations of the Transportation Maintenance Division. The County criteria for a new site location includes but is not specifically limited to the following:

- a. Close proximity to Clackamas County Headquarters on the Red Soils Campus.
- b. Signalized access onto Beavercreek Road.
- c. Central location within the Transportation Maintenance Division’s service area.
- d. Proper zoning for County’s desired use.

C. County desires to purchase a new facility for the operations of the Clackamas County Maintenance Division from Seller for the following reasons that include but are not specifically limited to the following:

- a. Seller owns or controls real property that meets County requirements for a new location for operations of the Transportation Maintenance Division.
- b. Seller possesses the necessary qualifications to develop new facilities for the Transportation Maintenance Division.
- c. Seller may purchase, for investment purposes, the TMD Facility on Abernethy Road thereon for a mutual agreed price which is supported by appraisal.

D. ORS 275.030(2) provides that a county may sell and convey real estate owned by the county in a manner provided in ORS chapter 271 if the real estate was not acquired by foreclosure for nonpayment of real property taxes and the county governing body deems it not to be in the best interest of the county to sell and convey in the manner provided under ORS 275.120, 275.140 to 275.160 and 275.180 to 275.260. ORS 271.310 further provides that whenever any political subdivision possesses or controls real property not needed for public use, or whenever the public interest may be furthered, a political subdivision may sell, exchange, convey or lease for any period not exceeding 99 years all or any part of the political subdivision’s interest in the property to a governmental body or private individual or corporation and that the consideration for the transfer or lease may be cash or real property, or both. The County, by separate resolution, has determined that the public interest is furthered by sale and exchange of the TMD Facility to the Seller for a new facility on the Subject Property and that it is in the best interest of the County to sell and convey the real property in a manner provided under ORS chapter 271.

AGREEMENT

ARTICLE 1: SUBJECT OF AGREEMENT

Section 1.1: The Subject Property and Improvements.

The Subject Property consists of approximately 11.76 acres of land and Seller proposes to construct various turnkey improvements thereon that are further described herein (the Subject Property and the improvements are collectively referred to herein as the “**Maintenance Facility**”). The Subject Property is more particularly shown on the vicinity map and general property outline

attached hereto as **Exhibit “A”**. The improvements to be constructed shall conform with the scope of development (the “**Scope of Development**”) attached hereto as Exhibit B.

Section 1.2: TMD Facility Sale Agreement.

The County and The Blue at Abernethy Creek, LLC are party to a separate agreement, of even date herewith, for the sale of the TMD Facility (the “**TMD Facility Sale Agreement**”). The principals of the Seller control The Blue at Abernethy Creek, LLC. Under the TMD Facility Sale Agreement, the County agrees to sell to The Blue at Abernethy Creek, LLC the TMD Facility for a mutually agreed price which is supported by appraisal. Closing of the TMD Facility Sale Agreement is to be concurrent with the Closing Date of this Agreement, as that term is defined below.

Section 1.3: The County.

The County is a corporate body politic of the State of Oregon. The term “**County**” as used in this Agreement includes any assignee of or successor to its rights, powers, duties and responsibilities. The principal offices and mailing address of the County for purposes of this Agreement is:

Clackamas County
c/o Department of Transportation and Development
150 Beaver Creek Road
Oregon City, OR 97045
Attn: Dan Johnson, Director
Email: danjoh@clackamas.us

Section 1.4: The Seller.

The term “**Seller**” as used in this Agreement is Beaver Creek Structures, LLC, an Oregon Limited Liability Company, or any permitted assignee of Seller as provided in Section 1.6 below. The principal office and mailing address of the Seller for purposes of this Agreement is:

Beaver Creek Structures, LLC
Five Centerpointe, STE 400
Lake Oswego, Oregon 97281
Attn: Dan Fowler and John Miller, collectively Principals
Email: danf@greenwayig.com and johnm@greenwayig.com

Section 1.5: Escrow Officer/Title Company.

The principal office and mailing address of the Escrow Officer and Title Company for purposes of this Agreement is:

First American Title

9200 SE Sunnyside Road, Suite 400
Clackamas, OR 97015
Attn: Debbie Chase
Phone: 503.659.0069
Email: dchase@firstam.com

Section 1.6: Prohibition Against Change in Management and Control of Seller.

The qualifications and identity of Seller and its principals are of particular concern to County and were essential to the selection of Seller by County for purposes of this transaction. No voluntary or involuntary successor in interest of Seller shall acquire any rights or powers under this Agreement, except as expressly set forth herein. All assignments of this Agreement shall require written consent of County, which consent shall not be unreasonably withheld, conditioned or delayed. Subject to the notice and opportunity to cure provisions set forth in Article 7 below, this Agreement may be terminated by County at its option before Closing if there is any change (voluntary or involuntary) in the ownership, management or control of Seller or any successor-in-interest of Seller inconsistent with this Agreement.

ARTICLE 2: COUNTY'S DUE DILIGENCE

Section 2.1: Title Commitment.

Within five (5) days after the Effective Date, Seller will cause the Title Company (defined in Section 3.3 below) to furnish to County its preliminary title report on the Subject Property (the "**Preliminary Commitment**"), along with copies of all documents that give rise to exceptions listed in the Preliminary Commitment (the "**Underlying Documents**"). Within fifteen (15) days of receiving the last of the Preliminary Commitment, the Underlying Documents and the Initial Survey (defined in Section 2.2 below), County will give Seller written notice setting forth the title exceptions that are not acceptable to County (the "**Unacceptable Exceptions**"). All exceptions other than those timely objected to will be deemed acceptable to County as "**Permitted Exceptions.**" Seller will have fifteen (15) days after receiving County's notice within which to notify County in writing whether Seller is willing or able to eliminate the Unacceptable Exceptions. If Seller agrees to eliminate the Unacceptable Exceptions, Seller will be obligated to do so on or before Closing (defined in Section 3.3 below). If Seller is unwilling or unable to eliminate the Unacceptable Exceptions, County may terminate this Agreement or elect to accept the Unacceptable Exceptions and proceed by giving written notice to Seller within ten (10) days of receiving notice from Seller. If County does not provide timely written notice of its election to terminate this Agreement, it will be deemed to have waived its objections to the Unacceptable Exceptions and all of the Unacceptable Exceptions shall become Permitted Exceptions. County shall have the same rights as set forth above to approve (or disapprove) and terminate this Agreement with respect to any subsequent title matters or exceptions that are disclosed in any subsequent title reports that may be issued after the receipt of the initial Preliminary Commitment. Upon termination of this Agreement by County as provided in this Section 2.1, Initial Earnest Money (defined below) and, as applicable, the Final Earnest Money Deposit (defined below) shall be refunded, if any, pursuant to Section 3.2 below. Upon termination of this Agreement, neither party shall have any further obligations or liability hereunder, except for those obligations herein that expressly survive such termination.

Section 2.2: Survey.

Within fifteen (15) days after the Effective Date, Seller shall deliver an ALTA survey of the Subject Property to the County (the “**Initial Survey**”). At its option and expense, County may order an update to the Survey (or a new survey) (the Initial Survey, as updated or a new survey, as applicable, is referred to herein as the “**Survey**”). If applicable, County shall deliver a copy of any new or updated survey to Seller promptly upon receipt. Within fifteen (15) days after receipt of the Initial Survey, County may deliver to Seller, in writing, any objections to any matters shown on the Survey (the “**Survey Objections**”). County’s failure to timely object to any such matters shall be deemed to constitute County’s approval thereof and such shall then become Permitted Exceptions, as defined in Section 2.1. If County timely objects to any matters shown on the Survey, then Seller shall have the right, but not the obligation, to agree in writing to cure before Closing such Survey Objections, or to decline to cure such Survey Objections. Seller will have fifteen (15) days after receiving County’s Survey Objections within which to notify County in writing whether Seller is willing or able to cure the Survey Objections. If Seller agrees to cure the Survey Objections, Seller will be obligated to do so by Closing at its cost. If Seller is unwilling or unable to cure the Survey Objections, County may terminate this Agreement or elect to accept the Survey Objections and proceed by giving written notice to Seller within ten (10) days of receiving notice from Seller. If County does not provide timely written notice of its election to terminate this Agreement, it will be deemed to have waived its Survey Objections and all of the Survey Objections shall become Permitted Exceptions. Notwithstanding anything to the contrary above, although County may elect to update the Initial Survey or obtain a new survey, County is not obligated to do so. Upon termination of this Agreement by County as provided above, the Initial Earnest Money (defined below) and, as applicable, the Final Earnest Money Deposit (defined below) shall be refunded to County and neither party shall have any further obligations or liability hereunder, except for those obligations herein that expressly survive such termination.

Section 2.3: Property Documents.

Within fifteen (15) days after the Effective Date, Seller shall deliver all documents and materials which Seller has in its possession (or access to) which concern the Subject Property or its development, including but not limited to: tax and assessment documents, existing surveys, environmental assessments; soils or geotechnical reports; wetland reports, permits; traffic studies; copies of use and development permits; and any easements, covenants, conditions, restrictions, maintenance agreements, development standards applicable to the Subject Property and not otherwise set forth herein (except those that appear in zoning codes, comprehensive plans or other readily available government planning documents).

Section 2.4: Due Diligence Periods.

The County’s due diligence shall occur over two separate periods. The first due diligence period (the “**Title Commitment Due Diligence Period**”) is as further described in Sections 2.1, 2.2 and 2.3 herein. The Title Commitment Due Diligence Period shall be fifty five (55) days or less. During the Title Commitment Due Diligence Period, County will investigate all aspects of

the Preliminary Commitment, Underlying Documents, and the Survey as set forth in Sections 2.1, 2.2 and 2.3.

The second due diligence period (the “**Design and Entitlement Due Diligence Period**”) is as further described in Sections 2.4 and 2.5 herein. The Design and Entitlement Due Diligence Period shall extend, at a minimum, to the date the County receives and approves the Construction Plans described in Section 2.6, as well as the date the County certifies to the Seller that, in the County’s sole opinion, sufficient appropriations are available to proceed under the terms of this Agreement. Subject to the minimum time requirement in the preceding sentence, the Design and Entitlement Due Diligence Period shall expire upon the earlier of four hundred eighty-five (485) days after the Effective Date or fifteen (15) days from the date the building permit associated with the Maintenance Facility is issued by the city of Oregon City, or as may be extended by mutual agreement of the Parties. During the Design and Entitlement Due Diligence Period, the County shall satisfy itself as to the suitability of the Maintenance Facility for the County’s intended uses, including without limitation consistency with the Scope of Development, the existing physical condition of the Subject Property, zoning, access, utilities, building coverage, possible improvements, development limitations or restrictions. During the Design and Entitlement Due Diligence Period until the termination of this Agreement, County and its employees, agents, consultants, contractors, prospective tenants or purchasers, and lenders may enter the Subject Property to perform such tests, inspections and studies as County may deem necessary, including without limitation environmental assessments provided it is prearranged with Seller and County meets all reasonable safety requirements imposed by Seller and its agents as well as all applicable OSHA safety standards. County’s entry onto the Subject Property shall not be unreasonably withheld by the Seller. County hereby indemnifies and holds the Seller and their respective officers, agents and employees harmless from any injury or damages arising out of any activity of County, its agents, employees and contractors performed and conducted on the Subject Property for the purposes of completing its due diligence. Due diligence may include, without limitations, physical inspections of the Property; soils investigations and coring; Phase I and, as necessary, Phase II environmental assessments; and examination of survey and title exceptions. County shall restore the Subject Property to its pre-examination state after conducting such due diligence at its own expense. County agrees to provide the Seller with copies of all third-party reports concerning the condition of the Property obtained or produced as a result of its due diligence investigation. County may exercise its rights under this paragraph during the Title Commitment Due Diligence Period, in which case all provisions of this paragraph shall apply as if the County were conducting its activities during the Design and Entitlement Due Diligence Period.

Section 2.5: Design, Engineering & Reports.

Within one hundred twenty (120) days after the expiration of the Title Commitment Due Diligence Period, Seller shall prepare and submit to the County final architectural design development drawings of the improvements to be constructed on the Subject Property (“**Design Drawings**”), for County review. The Design Drawings shall be consistent with the Scope of Development, attached hereto as **Exhibit “B.”** County shall diligently, in good faith, review the Design Drawings to determine whether they are complete and in substantial conformance with the

Scope of Development. Within thirty (30) days after receipt of the Design Drawings, County may deliver to Seller, in writing, any objections alleging in sufficient detail how the Design Drawings are either incomplete or inconsistent with the Scope of Development (the “**Design Objections**”). County’s failure to timely object to any such matters shall be deemed to constitute County’s approval thereof and such shall then become Permitted Exceptions, as defined in Section 2.1. If County timely objects to any omission or inconsistency related to the Design Drawings, then Seller shall have the right, but not the obligation, to agree in writing to cure such Design Objections, or to decline to cure such Design Objections. Seller will have twenty (20) days after receiving County’s Design Objections within which to notify County in writing whether Seller is willing or able to cure the Design Objections. If Seller agrees to cure the Design Objections, Seller will be obligated to do so within twenty (20) days after notifying the County of its intent to do so. If Seller is unwilling or unable to cure the Design Objections, County may terminate this Agreement or elect to accept the Design Objections and proceed by giving written notice to Seller within ten (10) days of receiving notice from Seller. If County does not provide timely written notice of its election to terminate this Agreement, it will be deemed to have waived its Design Objections and all of the Design Objections shall become Permitted Exceptions. County approval shall not be deemed approval by the County Design Review Board or any other County or department. In the event the County terminates this Agreement as provided in this Section 2.5, a portion of the Initial Earnest Money (defined below) shall be refunded to County in accordance with Section 3.2 and neither party shall have any further obligations or liability hereunder, except for those obligations herein that expressly survive such termination.

Section 2.6: Construction Plans.

Within three hundred fifty (350) days after the expiration of the Title Commitment Due Diligence Period, Seller shall prepare and submit to the County final construction plans of the improvements to be constructed on the Subject Property (“**Construction Plans**”), for County review. The Construction Plans shall be consistent with the Scope of Development, attached hereto as **Exhibit “B”** and the approved Design Drawings. The County shall diligently, in good faith, review the Construction Plans to determine whether they are complete and in substantial conformance with the Scope of Development and the approved Design Drawings. Within thirty (30) days after receipt of the Construction Plans, County may deliver to Seller, in writing, any objections alleging in sufficient detail how the Construction Plans are either incomplete or inconsistent with the Scope of Development and the approved Design Drawings (the “**Construction Objections**”). County’s failure to timely object to any such matters shall be deemed to constitute County’s approval thereof and such shall then become Permitted Exceptions, as defined in Section 2.1. If County timely objects to any omission or inconsistency related to the Construction Plans, then Seller shall have the right, but not the obligation, to agree in writing to cure such Construction Objections, or to decline to cure such Construction Objections. Seller will have twenty (20) days after receiving County’s Construction Objections within which to notify County in writing whether Seller is willing or able to cure the Construction Objections. If Seller agrees to cure the Construction Objections, Seller will be obligated to do so within twenty (20) days after notifying the County of its intent to do so. If Seller is unwilling or unable to cure the Construction Objections, County may terminate this Agreement or elect to accept the Construction Objections and proceed by giving written notice to Seller within ten (10) days of receiving notice

from Seller. If County does not provide timely written notice of its election to terminate this Agreement, it will be deemed to have waived its Construction Objections and all of the Construction Objections shall become Permitted Exceptions. County approval shall not be deemed approval by any Clackamas County department or service district. In the event the County terminates this Agreement as provided in this Section 2.6, a portion of the Initial Earnest Money (defined below) shall be refunded to County in accordance with Section 3.2 and neither party shall have any further obligations or liability hereunder, except for those obligations herein that expressly survive such termination.

Section 2.7: Governmental Approvals.

Prior to the Closing Date, County agrees to join in executing any applications or documents reasonably required by Seller in connection with its attempts to obtain governmental permits and approvals from any and all governing jurisdictions for the development of the Maintenance Facility. County's agreement to cooperate with Seller in connection with Seller's attempt to procure governmental approvals for the Maintenance Facility and any other provision of this Agreement shall not be construed as making either party an agent or partner of the other party. Seller does not warrant that the Maintenance Facility can be developed consistent with the Scope of Development unless and until Seller receives any and all applicable and necessary governmental approvals to develop the Maintenance Facility in accordance with the Scope of Development.

Section 2.8: No Liens.

Prior to Closing, the County shall not place or allow to be placed on the Subject Property or any part thereof any mortgage, trust deed, encumbrance or lien, unless specifically pre-approved in writing by the Seller. The County shall remove or have removed any levy, lien or attachment made on the Subject Property, or any part thereof, or provide assurance of the satisfaction therein within a reasonable time, but in any case, no later than thirty (30) days of such levy, lien or attachment coming into existence without permission prior to Closing. County may contest or challenge the validity or amount of any such lien or encumbrance provided such challenge or contest is taken in accordance with applicable law and within a reasonable time, so long as County provides security satisfactory to Seller protecting the Seller's interests, or (in the case of construction liens) bonds against the liens as permitted by statute.

ARTICLE 3: DISPOSITION OF PROPERTY

Section 3.1: Purchase and Sale of the Property; Total Purchase Price.

In accordance with, and subject to all the terms, covenants, and conditions of this Agreement, the Seller agrees to sell to the County, and County agrees to purchase from the Seller, the Maintenance Facility, for an amount not to exceed Thirty One Million Three Hundred Five Thousand Eight Hundred Ninety Six and 00/100 Dollars (\$31,305,896.00) (the "**Purchase Price**"). The Purchase Price may be changed by the Parties from time to time by written amendment as the costs associated with the allowance items identified in the Scope of Development are finalized.

All changes to the Purchase Price shall be finalized upon expiration of the Design and Entitlement Due Diligence Period.

Section 3.2: Initial and Final Earnest Money Deposits.

County shall, within three (3) business days after the Effective Date, deliver to the Title Company (defined below) the sum of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) as the initial earnest money in cash or by wire transfer of immediately available funds (the “**Initial Earnest Money**”) to be held and applied in accordance with the terms of this Agreement. If County fails to timely deposit the Initial Earnest Money as provided above, this Agreement shall terminate and neither Seller nor County shall have any further obligations to one another. The Initial Earnest Money is fully refundable during the Title Commitment Due Diligence Period. In the event County elects to exercise its right to terminate this Agreement during the Title Commitment Due Diligence Period pursuant to Sections 2.1, 2.2 or 2.4 herein, except as otherwise provided herein, the Initial Earnest Money Deposit shall be immediately returned to County and neither party shall have any further rights, duties or obligations hereunder. If County elects to proceed beyond the Title Commitment Due Diligence Period, except as provided below, the Initial Earnest Money shall be released to the Seller and shall be credited to the Purchase Price due by County at Closing.

County at its option may provide notice to Seller of its election to terminate this Agreement prior to the expiration of the Design and Entitlement Due Diligence Period. In the event of termination during the Design and Entitlement Due Diligence Period (or deemed termination), neither party shall have any further rights, duties or obligations hereunder and County and Seller hereby agree that the Initial Earnest Money (defined below) shall be forfeited by Seller and returned to the County, except that the Seller shall be entitled to retain such sums that represent the percentage of work complete by Seller plus any applicable fees paid to the City of Oregon City in connection with the Maintenance Facility that are nonrefundable to the Seller. For purposes of calculating the Initial Earnest Money that Seller may retain relating to the percentage of work complete, if any, the Parties acknowledge that upon termination of the Agreement during the Design and Entitlement Due Diligence Period, Owner’s Representative shall promptly and reasonably determine the percent complete of the Design Drawings and the Construction Plans. The percent complete values determined by the Owner’s Representative shall be multiplied by Design Drawing cost of \$1,021,189.00 and Construction Plan cost of \$473,215.00, respectively. The resulting amounts shall be retained by Seller. .

The County shall be deemed to be the owner of any Design Drawings and Construction Plans produced and owned by Seller as of the date of termination. Seller shall execute any documents reasonably necessary to transfer to the County the rights it possesses to the Design Drawings and Construction Plans and any permits obtained in connection with the Maintenance Facility.

Within (10) days of County electing to move forward with the Agreement beyond the expiration of the Design and Entitlement Due Diligence Period, County shall deposit with the Title Company the final earnest money deposit of Ten Million One Hundred Thousand and 00/100

dollars (\$10,100,000.00) (the “**Final Earnest Money Deposit**”). Upon receipt, the Title Company shall immediately release the Final Earnest Money Deposit to Seller. The Final Earnest Money Deposit shall be credited to the Purchase Price due by County at Closing.

Section 3.3: Closing.

This transaction shall close (the “**Closing**”) within One Thousand Forty Nine (1,049) days from the Effective Date of this Agreement (or as may be extended as provided herein, the “**Closing Date**”). If temporary occupancy has not been obtained from the City of Oregon City by the Seller, Seller may extend Closing until temporary occupancy for the Maintenance Facility is obtained. Seller’s right to extend the Closing is limited to an additional one hundred eighty (180) days, and may be exercised by giving notice thereof to the County prior to the then-current expiration date. Seller’s exercise of its extension right under this paragraph shall cause a corresponding reduction of the Purchase Price of One Hundred Thousand Dollars (\$100,000).

Closing shall occur in escrow on or before the Closing Date by and through a mutually acceptable escrow officer (the “**Escrow Officer**”) of First American Title , 9200 SE Sunnyside Rd. #400, Clackamas, OR 97015 (the “**Title Company**”), in accordance with the terms and conditions of this Agreement. County agrees, subject to the terms and conditions hereunder for its benefit, to accept conveyance of the Subject Property and pay to Seller at Closing the Purchase Price for the Subject Property by wire transfer of immediately available funds, subject to the credits, debits, prorations and adjustments provided for in this Agreement, including a credit for the Initial Earnest Money and the Final Earnest Money Deposit in a total amount of Eleven Million Six Hundred Thousand Dollars (\$11,600,000.00). The County and the Seller agree to perform all acts necessary to close this transaction in accordance with the terms of this Agreement. Each party may submit escrow instructions to the Escrow Officer consistent with this Agreement. Once submitted, instructions may not be withdrawn or altered without the consent of both the County and the Seller.

Section 3.4: Deed Form.

At Closing, the Seller shall convey to the County fee simple title to the Subject Property by Warranty Deed, duly executed, acknowledged and delivered in the form of **Exhibit “C”** attached hereto (the “**Deed**”), free and clear of all liens, claims and encumbrances other than the Permitted Exceptions. Conveyance of title to the Subject Property to County shall conclusively establish satisfaction or waiver of all closing conditions set forth in Article 4 herein.

Section 3.5: Title Insurance; Prorations; Adjustments; Commissions.

3.5.1 Seller shall be responsible for obtaining a standard Owner’s policy of title insurance for the Subject Property. County, at its option, shall be responsible for any additional premiums for extended coverage and additional title endorsements. At County’s request, Seller will execute and deliver at Closing an affidavit certifying that there are no unrecorded leases or agreements affecting the Property, there are no parties in possession of the Subject Property, that there are no mechanic’s or statutory liens against the Subject Property, and as to such other matters as may be

reasonably requested by the Title Company or County for issuance of extended coverage title insurance in favor of the County.

3.5.2 Real property taxes and assessments and other expenses associated with the Subject Property for the current year (if any) shall be prorated and adjusted between the parties as of the Closing Date. Seller shall be responsible for any and all real property taxes for the period of time prior to the recording of the Deed and the County shall be responsible for such taxes for the period of time on and subsequent thereto. Escrow fees shall be split evenly between the parties. Recording fees shall be paid by the County. The County shall be responsible for all professional fees incurred by County in connection with its investigation of the Subject Property, and payment of its respective legal fees and expenses. Seller shall pay the costs of its own attorneys, consultants and advisors with respect to this transaction.

Section 3.6: Events of Closing.

Provided the Escrow Officer has received sums equal to the Purchase Price, as well as any costs, prorations and adjustments as provided herein, and is in a position to cause the title insurance policy to be issued as described herein, this transaction shall be closed on the Closing Date as follows:

3.6.1 The Escrow Officer shall perform the prorations and adjustments described in Section 3.5, and the parties shall be charged and credited accordingly.

3.6.2 County shall pay the entire Purchase Price to Seller by wire transfer or cashier's check of immediately available funds, adjusted for the charges, prorations, adjustments and credits set forth in this Agreement, including a credit for the Initial Earnest Money and the Final Earnest Money Deposit in a total amount of Eleven Million Six Hundred Thousand Dollars (\$11,600,000.00).

3.6.3 Any liens required to be paid by Seller at closing shall be paid and satisfied of record at Seller's expense.

3.6.4 Seller shall convey the real property to County by execution and delivery of the Deed, subject only to the Permitted Exceptions.

3.6.5 The Title Company shall be irrevocably committed to issue the policy described in Section 4.2.7, upon recordation of the Deed.

3.6.6 Seller shall deliver Seller's Certification of Nonforeign Status as provided in Section 8.14 herein.

3.6.7 The Escrow Officer shall record documents in the real property records of Clackamas County in the following order: first, the Deed described in this Agreement, and second, the deed to be conveyed in the TMD Facility Sale Agreement.

3.6.8 The Escrow Officer has received sums equal to the Purchase Price for the sale of the TMD Facility, as well as any costs, prorations and adjustments, and is in a position to

cause the title insurance policy to be issued as described in the TMD Facility Sale Agreement, unless the TMD Facility Sale Agreement has been terminated according to its terms.

3.6.9 The Escrow Officer establishes an escrow account (the “**Account**”) in the total amount of Three Hundred Thousand and No/100 Dollars (\$300,000.00) (such sum, together with all interest earned thereon, are collectively referred to herein as the “**Escrow Funds**”) from a portion of Seller’s net sales proceeds withheld at Closing by the Escrow Officer, as security for completion of the final punchlist items, in accordance with the terms of Section 5.2.

3.6.10 The parties will take such further actions and execute and deliver such other instruments as may be reasonably necessary or desirable to consummate the transactions contemplated by this Agreement.

Section 3.7: Possession.

Possession of the Property shall be delivered to the County concurrently with the conveyance of title on the Closing Date. The County shall accept title and possession on the Closing Date, unless such date is extended as provided herein.

Section 3.8: Conditions of the Property.

The County acknowledges that it is purchasing the Property “As Is,” except as otherwise provided herein.

ARTICLE 4: CLOSING CONDITIONS

Section 4.1: Seller’s Closing Conditions.

Seller’s obligations to convey the Maintenance Facility under this Agreement are expressly conditioned upon the satisfaction of the following conditions:

4.1.1 The fulfillment by County of all its obligations and covenants under this Agreement to be performed on or before the Closing Date, including but not limited to the deposit of the Purchase Price required for conveyance of the Property.

4.1.2 The fulfillment by County of all its obligations and covenants under the TMD Sale Agreement to be performed on or before the Closing Date of this Agreement, unless the TMD Sale Agreement has been terminated according to its terms.

4.1.3 That all of County’s representations and covenants set forth in this Agreement are true and correct in all material respects on the Closing Date.

The foregoing conditions may be waived only by Seller. If any one or more of such conditions are not satisfied as of the Closing Date, Seller at its option may terminate this Agreement, in which event the Earnest Money shall be returned to the County and neither party shall have any further obligation or liability hereunder (except for such obligations that expressly

survive such termination), except to the extent such condition is not satisfied solely as a result of a breach of this Agreement by County, in which case the provisions of Section 7.1 below shall apply.

Section 4.2: County's Closing Conditions.

County's obligations to close the purchase of the Maintenance Facility under this Agreement are expressly conditioned upon the satisfaction of the following conditions:

4.2.1 Design Drawings and Construction Plans (as defined in Sections 2.5 and 2.6) for the improvements to be constructed on the Subject Property have been prepared and submitted by Seller in accordance with the terms of this Agreement and have been reviewed and approved by County, in accordance Section 2.5 and 2.6 of this Agreement.

4.2.2 The fulfillment by Seller of all its material obligations and covenants under this Agreement to be performed on or before the Closing Date.

4.2.3 The fulfillment by Seller of all its obligations and covenants under the TMD Sale Agreement to be performed on or before the Closing Date of this Agreement, unless the TMD Sale Agreement has been terminated according to its terms.

4.2.4 That all of Seller's representations and covenants set forth in this Agreement are true and generally correct in all material respects on the Closing Date.

4.2.5 The Seller has obtained temporary occupancy for the Maintenance Facility from the City of Oregon City and the County has received acknowledgement in writing from the Owner's Representative (defined below) that the improvements to be constructed on the Subject Property are consistent with the Construction Plans.

4.2.6 There being no change in the condition or legal requirements of the Subject Property, whether directly or indirectly, including any dumping of refuse or environmental contamination, after Effective Date, and that no legal action or proceeding (including condemnation) affecting the Subject Property or County's intended use thereof shall have been materially threatened or commenced.

4.2.7 That the Title Company shall be irrevocably committed to issue an owner's title insurance policy, as described in Section 3.5 above, insuring that fee simple title is vested in County as of the Closing Date, in the amount of the Purchase Price, subject only to the Permitted Exceptions.

The foregoing conditions may be waived only by County. If any one or more of such conditions are not satisfied as of the Closing Date, County at its option may terminate this Agreement, in which event the Earnest Money shall be refunded to County and neither party shall have any further obligation or liability hereunder (except for such obligations that expressly

survive such termination), except to the extent such condition is not satisfied solely as a result of a breach of this Agreement by Seller, in which case the provisions of Section 7.2 below shall apply.

ARTICLE 5: OWNER’S REPRESENTATIVE, FINAL COMPLETION, AND WARRANTY

Section 5.1: Owner’s Representative

The County may elect to designate a representative (the “**Owner’s Representative**”) to monitor the entitlement and construction of the improvements on the Subject Property. Seller shall make available to the Owner’s Representative materials related to the design and entitlement of the improvements to be constructed on the Subject Property and shall notify and allow the Owner’s Representative to attend meetings with the City of Oregon City related to the same. After the date of expiration of the Design and Entitlement Due Diligence Period until the Closing Date, the Owner’s Representative may enter the Subject Property to perform such tests, inspections and studies as County may deem necessary. The primary purpose of the Owner’s Representative is to monitor whether the improvements to be constructed on the Subject Property are consistent with the Construction Plans. For purposes of Section 4.2.5, whether the improvements to be constructed on the Subject Property are consistent with the Construction Plans shall be determined in the sole discretion of the Owner’s Representative. If an Owner’s Representative has not been designated by the County, the County shall assume the rights and obligations described in this paragraph. This section shall survive Closing and not be merged into any documents delivered at Closing.

Section 5.2: Final Completion

The Seller shall be obligated to complete the Maintenance Facility in accordance with the Construction Plans within one hundred twenty (120) days from the date of Closing. The Escrow Officer may release the Escrow Funds to the Seller after written approval has been provided by either the Owner’s Representative or the County that the Maintenance Facility to be constructed on the Subject Property has achieved final completion consistent with the Construction Plans, which approval will not be unreasonably withheld, conditioned or delayed. The sole condition for disbursement of the Escrow Funds to Seller is the final completion of the Maintenance Facility by the foregoing deadline. Notwithstanding the foregoing, if final completion is not achieved within one hundred twenty (120) days from the date of Closing, all Escrow Funds shall be disbursed to the County, subject to the written approval of Seller, which approval will not be unreasonably withheld, conditioned or delayed. The Escrow Funds shall be disbursed by a single payment and shall not be paid on a pro rata basis or otherwise disbursed in installments. The Account shall be terminated upon disbursement of all Escrow Funds in the Account as provided in this Agreement. This section shall survive Closing and not be merged into any documents delivered at Closing.

Section 5.3: Correction of Defects

If, within one year after the date of final completion of the Maintenance Facility, as described in Section 5.2, any of the work associated with the construction of the Maintenance Facility is found to be not in accordance with the Construction Plans, the Seller shall correct it promptly after receipt of written notice from the County to do so unless the County has previously given the Seller a written acceptance of such condition. The County shall give such notice promptly after discovery of the condition. Nothing contained in this Section 5.3 shall be construed to establish a period of limitation with respect to other obligations which the Seller might have under this Agreement, including, but is not limited to, Sections 6.1.18 and 6.1.19. Establishment of the time period of one year as described in in this Section 5.3 relates only to the specific obligation of the Seller to correct the defect, and has no relationship to the time within which the obligation to comply with this Agreement may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Seller's liability with respect to the Seller's obligations other than specifically to correct the identified defects. This section shall survive Closing and not be merged into any documents delivered at Closing.

Section 5.4: Non Remonstrance

The Seller, and any of the individual members associated with the Seller in their individual capacity or on behalf of a separate legal entity, hereby waive any and all right to remonstrate against the formation of a Local Improvement District (LID) or a reimbursement district by the City of Oregon City for the purpose of making sanitary sewer, storm sewer, water or street improvements that benefit the Subject Property (beneficial street improvements as aforementioned shall be specifically limited to those generally located at the intersection of Clairmont Dr. and Beaver Creek Road, along the Subject Property Beaver Creek Road frontage or any public roadways located within the Subject Property) and assessing the cost to benefited properties pursuant to the City's capital improvement regulations in effect at the time of such improvement. This section shall survive Closing and not be merged into any documents delivered at Closing.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

Section 6.1: Seller's Representations and Covenants.

Seller represents, warrants and covenants to the best of its knowledge the following:

6.1.1 Seller is an Oregon limited liability company, duly organized and validly existing, and is qualified to do business in the state in which the Subject Property is located. Seller has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate the transactions contemplated hereby.

6.1.2 There is no agreement to which Seller is a party or which, to Seller's knowledge, is binding on Seller which is in conflict with this Agreement. There is no action or proceeding pending or, to Seller's knowledge, threatened against Seller which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement.

6.1.3 Seller has the financial capacity to cause those improvements set forth herein to be

constructed.

6.1.4 Dan Fowler, in his capacity as the Manager of Seller, is individually authorized to act on behalf of, and bind, the Seller.

6.1.5 All information, documents and instruments delivered to County by Seller in connection with this Agreement are complete and true copies of such documents or original counterparts thereof.

6.1.6 There are no actions, suits, claims, legal proceedings, condemnation or eminent domain proceedings, or any other proceedings affecting the Subject Property, or any portion thereof, at law or in equity, before any court or governmental agency, domestic or foreign, nor is there any basis for any such proceeding which, if adversely determined, might affect the use or operation of the Subject Property for County's intended purpose, the value of the Subject Property, or adversely affect the ability of Seller to perform its obligations under this Agreement.

6.1.7 There are no liens, bonds, encumbrances, covenants, conditions, reservations, restrictions, easements or other matters affecting the Subject Property except as disclosed in the Preliminary Commitment, and Seller has not received notice and has no knowledge of any pending liens or special assessments to be made against the Subject Property. Seller further warrants that it will defend and hold harmless the County from any liens, bonds, encumbrances, covenants, conditions, reservations, restrictions, easements or other matters affecting the Subject Property which attach, or which are discovered after the date of Closing and are attributable to the period of Seller's ownership, or due to Seller's acts or omissions related to the Subject Property.

6.1.8 From the Effective Date until the Closing Date, Seller shall use commercially reasonable efforts to properly maintain the Subject Property in its current condition as of the Effective Date less reasonable impact of natural conditions and County's due diligence efforts.

6.1.9 Other than this Agreement and the TMD Facility Sale Agreement, the documents to be executed and delivered hereunder at Closing and the Permitted Exceptions, there are no contracts or agreements of any kind relating to the Subject Property to which Seller or its agents is a party and which would be binding on County after Closing.

6.1.10 Seller has not obligated itself in any manner to sell the Subject Property to any party other than County and promises not to enter into an agreement with any other party for the sale or lease of any portion of the Subject Property while this Agreement is in effect.

6.1.11 Seller's sale of the Subject Property is not subject to any federal, state or local withholding obligation under applicable tax laws.

6.1.12 Seller has received no written notice of and has no knowledge of any material violations or investigations of violations of any applicable laws or ordinances affecting the Subject Property that have not been corrected or resolved.

6.1.13 No hazardous substances exist at the Subject Property in any material concentration or quantity.

6.1.14 The Subject Property is in compliance with all applicable environmental laws, there are no material concentrations of hazardous wastes or hazardous substances on, in or under the Subject Property, and there are no underground storage tanks within the Subject Property. As used in this Agreement, the term “environmental laws” includes any and all state, federal and local statutes, regulations, and ordinances to which the Subject Property is subject and relating to the protection of human health and the environment, as well as any judgments, orders, injunctions, awards, decrees, covenants, conditions, or other restrictions or standards relating to same; and the term “hazardous substances” includes all hazardous and toxic substances, wastes, or materials, including without limitation all substances, wastes, and materials containing either petroleum, including crude oil or any fraction thereof, or any of the substances referenced in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601(14), and similar or comparable state or local laws.

6.1.15 Seller is not a “foreign person” for purposes of Section 1445 of the Internal Revenue Code.

6.1.16: Seller, for a period of no fewer than six calendar years preceding the effective date of this Agreement, has faithfully complied with (i) all applicable tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Seller, to Seller’s property, operations, receipts, or income, or to Seller’s performance of or compensation for any work performed by Seller; (iii) any tax provisions imposed by a political subdivision of this state that applied to Seller, or to goods, services, or property, whether tangible or intangible, provided by Seller; and (iv) any applicable rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

6.1.17 Seller warrants that each worker in each trade or occupation employed in the performance of any part of the construction of the Maintenance Facility shall be paid not less than the applicable prevailing wage rate, and will pay the higher rate of pay on an individual job classification of which shall be in effect for the construction of the Maintenance Facility pursuant to the Davis-Bacon Act (40 U.S.C. 276a) and Bureau of Labor and Industries (a.k.a. BOLI) ORS 279C.800 through ORS 279C.875.

6.1.18 Seller warrants that materials and equipment furnished as part of the construction of the Maintenance Facility will be of good quality and new, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the Construction Plans. Work not conforming to these requirements may be considered defective. The Seller’s warranty excludes remedy for damage or defect caused by abuse, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner’s Representative, the Seller shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

6.1.19 Seller warrants that all construction and related services conducted in connection with the Maintenance Facility shall be performed in a good and workmanlike manner, by workers who are appropriately trained and experienced in the work being performed, and in accordance with industry standards for projects of similar type and quality, and all applicable laws, codes, regulations and other requirements, including safety requirements.

6.1.20 Seller has not engaged a real estate broker or agent for purposes of negotiating this transaction and no agreements have been executed by Seller which would obligate a third-party to be paid out of the proceeds of the sale of the Subject Property.

Section 6.2: County's Representations and Covenants.

County represents, warrants and covenants as follows:

6.2.1 County has been duly organized and is validly existing as a corporate body politic, in good standing in the State of Oregon. County has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate the transactions contemplated hereby.

6.2.2 All Subject Property information, documents and instruments delivered to Seller by County are complete and true copies of such documents or original counterparts thereof.

6.2.3 County is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code.

6.2.4 There is no agreement to which County is a party or which, to County's knowledge, is binding on County which is in conflict with this Agreement. There is no action or proceeding pending or, to County's knowledge, threatened against County which challenges or impairs County's ability to execute or perform its obligations under this Agreement.

6.2.4 County has not engaged a real estate broker or agent for purposes of negotiating this transaction and no agreements have been executed by County which would obligate a third-party to be paid out of the proceeds of the sale of the Property.

Section 6.3: Survival.

All representations and warranties contained in this Agreement shall be true on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date, and shall survive Closing and not be merged into any documents delivered at Closing. The parties agree to disclose any material change in the representations and warranties contained in this Agreement.

ARTICLE 7: DEFAULTS AND REMEDIES

Section 7.1: Seller's Remedies.

County acknowledges that there would be no adequate remedy at law if the County fails to proceed to Closing after electing to move forward with the Agreement after the Design and Entitlement Due Diligence Period. Provided Seller has completed the Maintenance Facility consistent with the Construction Plans so that it may be occupied and used as generally intended, Seller may be irreparably harmed by any such failure, and accordingly County agrees that the

Seller shall be entitled to compel specific performance of the obligations of the County to complete Closing on Maintenance Facility.

Section 7.2: County's Remedies.

If this transaction fails to close because of the Seller's default hereunder, the Initial Earnest Money and the Final Earnest Money Deposit shall be returned, if any, to the County as set forth in and pursuant to Section 3.2 herein. The County shall be entitled to such remedies for breach of contract as may be available under applicable law, including (without limitation) the remedy of specific performance, injunctive relief and/or the right to recover its damages.

In the event that any of the following occur prior to the conveyance of title to the Subject Property, then this Agreement, and any rights of the Seller, or any assignee or transferee, in this Agreement, or the Property, or any portion thereof, shall, at the option of the County, be terminated by the County, in which event the Initial Earnest Money and the Final Earnest Money Deposit, and any interest earned thereon, shall be returned or retained by the County as set forth and pursuant to Section 3.2 herein, and neither the Seller nor the County shall have further rights against or liability to the other under this Agreement:

7.2.1 Seller, or any successor in interest thereto, assigns this Agreement or any rights therein, or to the Subject Property, in violation of this Agreement;

7.2.2 There is a change in the ownership of the Seller contrary to the provisions of Section 1.6 hereof and as a result Seller fails to materially and substantially fulfill its obligations under the Agreement. The Seller shall not take any action to change its managers without the express written consent of the County; or

7.2.3 The Seller does not construct the improvements on the Subject Property generally consistent with the Construction Plans as approved in accordance with the Agreement as reasonably determined by the Owner's Representative pursuant to Section 5.1 provided County has approved the Construction Plans pursuant to Section 2.6, including acceptance of Seller's proposed cure notification and cure of objections, the County deposits the Final Earnest Money, the building permit associated with the Maintenance Facility has been issued by the city of Oregon City, and all other necessary and required governmental permits have been issued by all governing jurisdictions necessary to commence construction of the Maintenance Facility.

Section 7.3: Default.

Except for the parties' wrongful failure to close or satisfy a condition to Closing by the Closing Date or reasonably cooperate as set forth within this Agreement, neither party shall be deemed in default under this Agreement unless such party is given written notice of its failure to comply with this Agreement and such failure continues for a period of thirty (30) days following the date such notice is given. If the default is of such a nature that it cannot be completely remedied within such thirty (30) day period, this provision shall be complied with if the defaulting Party

begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

ARTICLE 8: GENERAL PROVISIONS

Section 8.1: Applicable Law.

The law of the State of Oregon shall govern the interpretation and enforcement of this Agreement without giving effect to the conflicts of law provision thereof.

Section 8.2: Attorney Fees.

The parties shall bear their own costs and attorney fees in the event an action is brought to enforce, modify or interpret the provisions of this Agreement.

Section 8.3: Acceptance of Service of Process.

In the event that any legal or equitable action is commenced by the Seller against the County, service of process on the County shall be made by personal service on the Director of the Department of Transportation and Development, as set forth in Section 1.3, or in such other manner as may be provided by law. In the event that any legal or equitable action is commenced by the County against the Seller, service of process on the Seller shall be made on the individual identified in Section 1.4, or in such other manner as may be provided by law.

Section 8.4: Notice, Demands and Communications Between the Parties.

All notices given pursuant to this Agreement shall be in writing sent to the addresses shown in Section 1.3 and Section 1.4 of this Agreement and to the attention of the person indicated and shall be either: (i) mailed by first class mail, postage prepaid, certified or registered with return receipt requested, or (ii) delivered in person or by local or national courier.

Any notice (i) sent by mail in the manner specified in this section shall be deemed served or given three (3) business days after deposit in the United States Postal Service, and (ii) delivered in person or by local or national courier shall be deemed served or given upon receipt or refusal of delivery. Notice given to a party in any manner not specified above shall be effective only if and when received by the addressee as demonstrated by objective evidence in the possession of the sender. Each party may change its address for notice by giving not less than ten (10) days' prior notice of such change to the other party in the manner set forth above.

Section 8.5: Nonliability of Officials and Employees.

No member, manager, shareholder, director, officer, elected official, employee, affiliate, agent, or representative of any of the parties shall be personally liable to the other party or any successor-in-interest thereto, in the event of any default or breach by either party or for any amount

that may become due to either party or its successor, or any obligations under the terms of this Agreement.

Section 8.6: Merger.

None of the provisions of this Agreement are intended to or shall be merged by reason of any deed referred to herein and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement, but shall be deemed made pursuant to this Agreement.

Section 8.7: Headings.

Any title of the several parts and sections of this Agreement are inserted for convenience or reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 8.8: Time of Essence.

Time is of the essence of this Agreement. All obligations of the County and the Seller to each other shall be due at the time specified by the Agreement, or as the same may be extended by mutual agreement of the parties in writing.

Section 8.9: Severability.

If any clause, sentence or any other portion of the terms and conditions of this Agreement become illegal, null or void for any reason, or held by any court of competent jurisdiction to be so, the remaining portion will remain in full force and effect.

Section 8.10: No Partnership.

Neither anything in this Agreement or the documents delivered in connection herewith nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties to this Agreement.

Section 8.11: Nonwaiver of Government Rights.

Subject to the terms and conditions of this Agreement, by making this Agreement, the County is specifically not obligating itself, the County, or any other County with respect to any discretionary governmental action relating to the acquisition of the Property or development, operation and use of the improvements to be constructed on the Property, including, but not limited to, condemnation, comprehensive planning, rezoning, variances, environmental clearances or any other governmental County approvals that are or may be required.

Section 8.12: Entire Agreement; Waivers.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all prior negotiations or previous agreements between the parties or the predecessors in interest with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in a writing signed by the appropriate authorities of the County and the Seller, and all amendments thereto must be in a writing signed by the appropriate authorities by the County and the Seller.

Section 8.13: Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

Section 8.14: Non-Foreign Persons.

The parties agree to comply with the terms of Internal Revenue Code Section 1445 and at Closing, County shall execute and deliver to Seller and Title Company a non-foreign person affidavit in a form mutually acceptable to the parties. County represents and warrants that it is not a “foreign person” as that term is used in Internal Revenue Code Section 1445 and County agrees to furnish Seller with any necessary documentation to that effect.

Section 8.15: Waiver.

Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party’s right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

Section 8.16: Weekends and Holidays.

If the time for performance of any of the terms, conditions and provisions of this Agreement shall fall on a Friday, Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter. Any time period in this Agreement not specified as being calculated according to “business days” shall be calculated according to calendar days.

Section 8.17: Neutral Construction.

This Agreement has been negotiated with each party having the opportunity to consult with legal counsel and shall not be construed against either party by virtue of which party drafted all or any part of this Agreement.

Section 8.18: Exhibits.

All exhibits listed on the signature page below and attached hereto are incorporated into and constitute a part of this Agreement.

Section 8.19: Dispute Resolution.

Each party waives its rights to trial by jury in any claim, action, suit, or proceeding arising out of this Agreement or the transactions relating to its subject matter.

ARTICLE 9: SUCCESSOR INTEREST

This Agreement shall be binding upon and inure to the benefit of the parties, and their permitted successors and assigns.

ARTICLE 10: STATUTORY DISCLAIMER

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

“COUNTY” CLACKAMAS COUNTY, a corporate body politic

By: _____
Chair

Date: _____, 2019

“SELLER” BEAVERCREEK STRUCTURES, LLC, an Oregon limited liability company

By: _____
Daniel Fowler, its Manager

Date: _____, 2019

LIST OF EXHIBITS

- | | |
|-----------|---|
| EXHIBIT A | Vicinity Map & General Property Outline |
| EXHIBIT B | Scope of Development |
| EXHIBIT C | Form of Warranty Deed |
| EXHIBIT D | TMD Facility Sale Agreement |

EXHIBIT A

Vicinity Map & General Property Outline

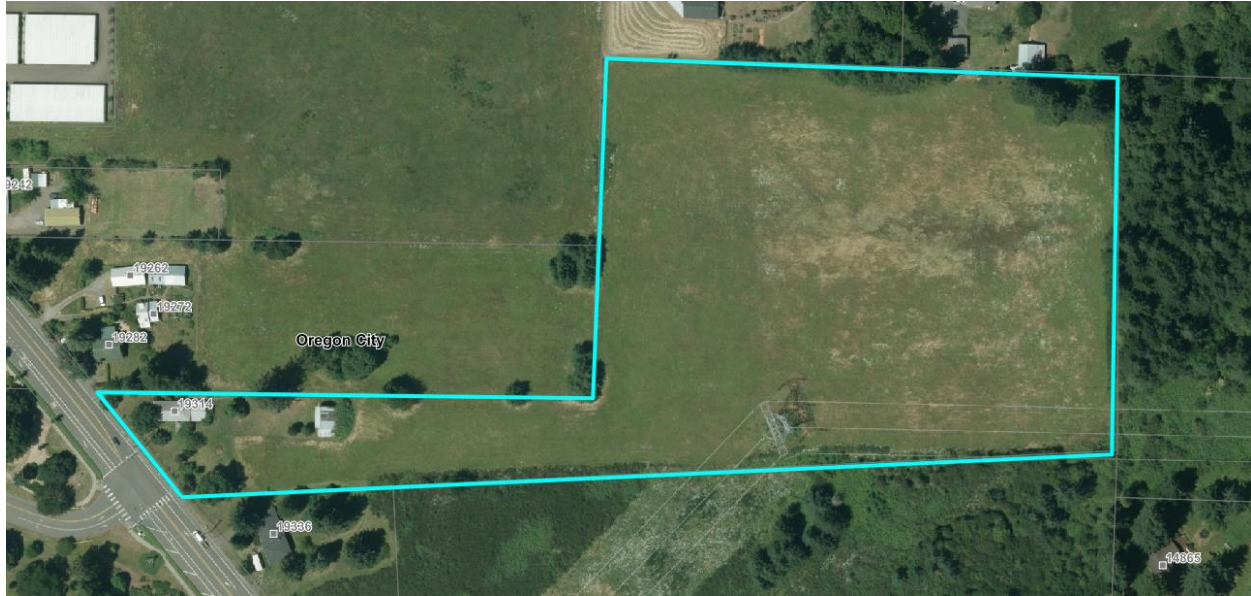


EXHIBIT B

Scope of Development

Exhibit 'B'

SCOPE OF DEVELOPMENT

SCOPE OF DEVELOPMENT DEFINITIONS/ACRONYMS & ATTACHMENTS

In this scope of development document (Scope of Development), capitalized words or phrases are deemed to be interchangeable with capitalized terms in the Disposition Agreement for which this Scope of Development is attached as Exhibit 'B'. The "Site Commencement Date" is the date on which work on the Maintenance Facility site begins under the Building Permit. The "Standard of Performance" means performance of the work within the standards and practices that would be exercised by a competent and experienced contractor or developer, performing similar work with similar experience in a similar market and similar site conditions, and in accordance with the specific requirements that are set out in the Agreement (the "Standard of Performance"). The "Structural Engineer of Record" shall be a licensed Structural Engineer in the State of Oregon, who is in charge of the structural engineering of the Maintenance Facility and the preparation, signing, dating and issuing related engineering documents. The Structural Engineer of Record shall perform all field observations and prepare all field reports on the Work as required by applicable code. The "Project Architect" shall be a licensed architect in the State of Oregon whose name or firm name appears within the architects stamp which will be placed on the plans used for building permit and plan review application and submittals. The Project Architect shall provide all services required by applicable code.

The Scope of Development includes this narrative and two attachments: i) schematic drawings (the "Schematic Drawings"); and ii) the purchase price breakdown (the "Purchase Price Breakdown").

OVERVIEW OF THE MAINTENANCE FACILITY

The Seller, in accordance with the Agreement, shall deliver on a turnkey basis a Maintenance Facility on the Subject Property to be utilized by the Clackamas County Transportation and Development Department (the "DTD"). DTD aims to maintain, improve and enhance the safety of the County's road system. The Maintenance Facility shall be developed in general conformance with this Scope of Development, Schematic Drawings and the Purchase Price Breakdown.

The Maintenance Facility is generally planned to accommodate forecasted DTD operational requirements that includes a need for an estimated 104,980 SF of building and covered structure area with associated on and offsite improvements whereby approximately 49,290 SF of the area is scheduled as a main administrative/service building (the "Main Service Building"). The exterior of the Main Service Building shall feature painted concrete tilt-up walls, powered overhead doors, hollow metal doors and frames, and aluminum storefront windows and main entrance vestibule and entry doors. The Main Service Building roof structure shall generally include an open web steel truss joist and girder system, under corrugated metal decking, under rigid insulation foam board and single ply membrane roofing (TPO). The Main Service Building shall have a clear height of 28' feet above finish floor (Areas that will likely infringe on the clear height include:

some portions of the fire protection sprinkler system; air and waste piping; conduits; cranes and crane support framing; structural columns; lights, framed smoke curtains; and make-up air supply baffles). The first floor supporting upper level office and parts areas shall be 12 feet above finish floor. The upper level office area shall be designed for a load of 125 lbs. per square foot. Upper level parts storage area shall be designed to support 250 lbs. per square foot. Covered parking areas and out buildings such as the wash bay and fuel station are planned as pre-engineered steel structures or equal with manufactured finished corrugated steel clad veneer panels in locations as shown on the Schematic Drawings in standard manufacturer colors.

Maintenance Facility site improvements shall generally include but are not specifically limited to a complete wet and dry utility systems, gas piping to the main and freeze protected buildings, mass excavation, grading, asphalt paving, concrete paving, concrete flatwork, landscaping, retaining walls, access to the building, site fencing, parking lot stripping, outside storage, signage, site lighting, noted monuments, decant facility, fuel station, vehicle wash facility, etc. The general scope of offsite improvements will be accurately quantified during the Design and Entitlement Due Diligence period. Offsite improvements are included in the Purchase Price by allowance. Offsite improvements shall generally include but are not specifically limited to required public roads, landscaping, sidewalks, approaches, concrete curbing, street lighting, cross walks, turn-lane extension and widening, pavement markings, street signage, signals or signal relocation, half-street frontage improvements, wet and dry utilities and conduits, Beaver creek power pole/support relocation or burial, etc.

During the Design and Entitlement Due Diligence Period, the design team (architect, structural engineer, landscape architect, etc.) will make recommendations on ways improve the Schematic Plans and/or will make all possible changes to comply with all applicable requirements in order to develop the Maintenance Facility provided that any material deviation from the Schematic Plans first be approved by the County. Seller shall have the sole right to select the prime contractor and the prime contractor may be owned or controlled by a member or an affiliate of the Seller.

MAINTENANCE FACILITY DATA FORECAST

Main Building Gross Useable Area	49 290
Main Building Footprint	36 514
Total Covered Area - Buildings/Site Buildings and Structures/Covered Parking	104 980

<u>Main Building Ground Floor</u>	
General Office (SF):	7 242
Parts // Ship & Receive) (SF):	1 639
Sign Shop / Flex (SF):	2 749
Wood Shop - Under Mezzanine (SF):	1 565
Wood Shop - Crane Served (SF):	958
Metal Shop (SF):	2 441
Heavy Equip. / Service (SF):	14 879

<i>Fleet Services -</i>	
<i>Vehicle Maintenance (SF):</i>	<i>3 106</i>

<i>Paint & Prep (SF):</i>	<i>1 672</i>
<i>Office & Restroom (SF):</i>	<i>263</i>

Main Building Mezzanine - Upper Floor

General Office (SF):	7 033
Parts Storage (SF):	5 743

Onsite Structures & Improvements

Scale House (SF):	1 970
10 YD Carport (SF):	13 692
6 YD Carport (SF):	19 875
Fuel Station (SF):	1 968
Vehicle Wash Facility (SF):	3 483
Cold Storage Area (SF):	2 916
Heated Bulk Material (SF):	4 303
Decant Dump Area & Settlement (SF):	2 410
Sand Shed (SF):	5 073

MAINTENANCE FACILITY LOCATION

The Subject Site is approximately 11.76 acres of land located at 19314 S. Beaver Creek Road, Oregon City Oregon; Tax Lot 32E09A 0800; Parcel 008689975.

SCOPE OF WORK OVERVIEW

Except as otherwise expressly provided herein, Seller shall supply as part of developing the Maintenance Facility turnkey, including certain exclusions and allowances as stipulated herein, with all adequate and competent labor, supervision, tools and equipment, installed and consumable materials, services, testing, and each and every item of expense necessary as qualified or excluded within the Agreement for: design; engineering; supply; fabrication; field erection; application; hauling; receiving; handling & unloading; field installation; construction; warehousing; lay down areas; assembly; testing; evaluation; quality assurance; and fitting of material per the Agreement, and this Scope of Development. All proposed Work shall be completed to industry standards and in accordance with governing jurisdictional requirements.

GENERAL OUTLINE SPECIFICATIONS

The general outline specifications below and the Scope of Development attachments (Schematic Plans and Purchase Price Breakdown), among other things, call out the basic material elements and systems to be used in the construction of the Maintenance Facility along with basic spatial relationships among the uses. Ultimately the final construction documents, that shall include but not be specifically limited to construction plans, specifications, geotechnical report and survey (“Construction Documents”) prepared in the Design and Entitlement Due Diligence period shall supersede the Development Scope, provided County agrees in writing to accept and substitute the Construction Documents with the Scope of Development.

DIVISION 1

GENERAL REQUIREMENTS

Total Purchase Price

The Purchase Price, as set forth in Section 3.1 of the Agreement, is based on the qualifications and information set forth in this Scope of Development and the corresponding Schematic Drawings. The Purchase Price qualifications, exclusions and clarifications listed within the Scope of Development, Schematic Drawings and Purchase Price Breakdown shall supersede all other documents and clauses included in the Agreement.

Design and Engineering & Design and Engineering Deliverables

Complete Architectural design, structural engineering, civil engineering, landscape architecture, traffic engineering, geotechnical design, HVAC design, plumbing design and electrical design are included in the Purchase Price sufficient to apply for plan review and building permits. Also included in the Purchase Price is a topographic and boundary survey. All design and engineering shall meet all applicable building code. Design and engineering shall commence if and when County elects to proceed beyond the Title Commitment Due Diligence period pursuant to Section 3.2 of the Agreement. The County shall own all design and engineering work referenced herein that is created or produced by Seller and/or its consultants, provided County elects to proceed beyond the Title Commitment Due Diligence period pursuant to Section 3.2 of the Agreement. Seller shall deliver to County design and engineering work from time to time as it is created or at the reasonable request of the County in accordance with the Agreement.

Regulatory Requirements and Fees

The cost to obtain and pay for applicable governmental permits and fees is included. The permits and fees generally included but are not specifically limited to the following: building permit fees, traffic impact fees, system development charges, site plumbing permit and the cost to purchase and install the water meter.

Quality Control

Construction material testing and special inspections are included as required by code, the Project Architect and Structural Engineer or Record. The County, at its sole expense, may obtain third party special inspections by a certified testing agency on work during the course of construction. Seller shall in good faith work to coordinate with the County any and all County desired inspections; provided however, County inspections do not hinder or delay Seller's daily work. Any and all County third party inspections shall occur at times and places consistent with Seller's work plans. County acknowledges and accepts that Seller's work schedule and plans may change rapidly, often and without notice. Seller has no obligation to wait to commence with any work in order to allow for County third party inspections and/or testing.

General Requirements

The cost of temporary utilities such as telephone, wifi, power, water, and temporary toilets are included through the course of construction in the Purchase Price. Temporary facilities such as a jobsite trailer, storage containers, and

trucking are included in the Purchase Price. Course of construction field supervision and project management is included in the Purchase Price.

Insurance and Bonds

Seller shall maintain fire and extended coverage insurance (Builders Risk) through the course of construction. Seller shall name County as an additional insured. Seller shall maintain General Liability insurance in the amount of \$2,000,000 through the course of construction. Deductibles are excluded and are the responsibility of the Seller. A performance and payment bond is not included in the Purchase Price. Seller may elect to require the Seller's prime contractor provide a performance and payment bond at its own discretion. County may also require Seller provide a performance and payment bond at the expense of County to coincide with the final Earnest Money Deposit.

Warranty / Maintenance Facility Closeout

All warranties whether expressed or implied, are for a period of 365 calendar days from the Date of Substantial Completion except for items covered by manufacturers' warranties and/or required by law. Warranty manuals and record drawings for the Maintenance Facility are included.

DIVISION 2 EXISTING CONDITIONS

The property is located within the Oregon City Beavercreek Concept Plan Area and as such is designated North Employment Campus (Campus Industrial). The property access point onto Beavercreek Road aligns with the signalized intersection at Beavercreek Road and Clairmont Drive. In addition to the likely signalized access onto Beavercreek Road, the Subject Property advantageous features include natural screening off of Beavercreek Road while being conveniently located within the County service area. The site location meets all known County criteria for DTD relocation. The project site is generally covered with sparse to moderate growth of dry grass and some brush. A large stand of fir trees and an offsite stream, designated as a natural resource area, buffer the northeastern portion of the site. BPA power lines and line support structures (including an easement for future expansion) run along the south of the Subject Property. Existing structures include a house with associated shed and a small outbuilding. Based on known elevation data, site grades have a total relief of approximately 30 feet, basically sloping from the southwest towards the northeast.

DIVISION 3 CONCRETE

CONCRETE REINFORCEMENT

Reinforcement Work shall conform to ACI 301 and Uniform Building Code as minimum standards.

Welding Qualifications: Welding procedures, welding operators and welders shall be qualified in accordance with AWS requirements for each type of welding.

Main Service Building floors shall be concrete slab on grade with reinforcement as required by code and as specified by the Structural Engineer of Record. In no event, shall the Main Service Building interior concrete

slab on grade floors or exterior concrete pavement, covered concrete pavement have less than #5 rebar reinforcement placed 32" on center, each way.

CONCRETE FORM WORK

Design criteria shall conform to ACI 301, ACI 347, and UBC as minimum standards for design, engineering, and construction of formwork; resultant concrete to conform to required shape, line and dimension. Forms shall be rigid, true, plumb, well braced, restrained from warping or displacement to a maximum of 1/8 inch in 10 feet unless more stringent per ACI 117, sufficiently tight to hold concrete without leakage, and sufficiently strong to withstand depositing and vibration of concrete and to carry, without appreciable deflection, all dead and live loads to which they may be subjected.

CONCRETE MIXES

Proportioning and design of mixes shall produce concrete of a consistency that will allow thorough compaction of the concrete into corners and around reinforcing without excessive puddling, spading or vibration, and without permitting the materials to segregate or free water to collect on the surface. Mix designs shall be accompanied by compression test reports. Concrete mixes may be based upon previously proven mixes and material tests, subject to approval by the Structural Engineer of Record. The design of such mixes shall be based on the ultimate strength of the concrete assumed in the design of the structure and shall take into consideration both the workability of the mix and the durability of the concrete.

Pretested Mix: Based upon test results for trial concrete mixes, subject to approval by the Architect. This method may be used for any compressive strength of concrete and will be used for any concrete with a compressive strength greater than 4000 psi. **Untested Mix:** Based upon requirements set for in the Uniform Building Code, Section 1905.4. This mix may only be used upon prior approval of the Engineer of Record. Mixes shall generally comply with one of four types (Class A, B, C or D) as defined as follows:

Class A: Normal weight; 28 day compressive strength, 3,500 psi.

Maximum coarse aggregate size of 3/4 inch. For use in footings, grade beams, structural beams, interior columns, and suspended slabs. Limit drying shrinkage to 0.045%. Air-entrainment admixture, if provided, shall produce an air content of 4.5%. Maximum water/ cementitious material ratio by weight of 0.42 (non-air- entrained) or 0.42 (air-entrained). Slump not greater than 4 inches at point of discharge.

Class B: Normal weight; 28 day compressive strength, 3,500 psi. Maximum coarse aggregate size of 1 inch. For use in slabs-on-grade. Limit drying shrinkage to 0.050%. Air-entrainment admixture, if provided, shall produce an air content of 6%. Slump not less than 1 inch and not more than 4 inches at point of discharge.

Class C: Normal Weight, 28 day compressive strength, 5,000 psi. Maximum coarse aggregate size of 3/8 inch or 1/2 inch. For use in moment resisting frames as indicated on the drawings, or where requested by the Structural Engineer of Record. Mix shall contain a minimum of 1,200 pounds of coarse aggregate. Slump not less than 4 inches and not more than 6 inches at point of discharge from truck. Use a high-range water-reducing admixture as required for congested areas.

Class D: Light Weight, 28 day compressive strength, 3,000 psi. Maximum coarse aggregate size of 3/8 inch or 1/2 inch. For use in topping slab over wood framed floor systems. Maximum weight: 105 lbs. per cubic foot. Design mix in accordance with ASTM 330.

Adjustment to Mixes: Mix design adjustment are allowed providing such adjustment complies with applicable code and is approved, designed or authorized by the Structural Engineer of Record.

Admixtures:

Water-reducing admixture or high range water-reducing admixture (super plasticizer) may be used in concrete at Seller's option. Slump of concrete containing super plasticizer shall not exceed 7 inches. Air-entraining admixture shall be used in exterior exposed concrete. Air-entraining admixture may be used at manufacturer's prescribed rate. Admixtures for water-reducing and set-control shall be used in strict compliance with manufacturer's directions. Calcium chloride shall not be used. Class F fly ash may be used provided the following conditions are satisfied: Cement content may be reduced between 15 and 20 percent when compared to an equivalent fc mixture without fly ash. Fly ash content should not comprise more than 25 percent of the total cementations content. Water-cement ratio shall be calculated based on the total cementations content in the mix.

FINISHING

Slabs shall be finished to the following tolerances as defined in ACI 301:

- a. Straight edged: True planes within 5/16-inch in 10 ft, as determined by a 10-ft straightedge placed anywhere on the slab in any direction.
- b. Bull floated: True planes within 1/2-inch in 10 ft, as determined by a 10-ft straightedge placed anywhere on the slab in any direction.
2. Scratched Finish: Place, consolidate, strike off, and level concrete, eliminating high and low spots. Roughen the surface with stiff brushes or rakes before the final set. Produce a finish that will meet a bull floated tolerance.
3. Floated Finish: Place, consolidate, strike off, and level concrete, eliminating high and low spots. Do not work concrete further until it is ready for floating. Begin floating with a hand float, a bladed power float equipped with flat shoes, or a powered disk float when the bleed water sheen has disappeared and the surface has stiffened sufficiently to permit the operation. Produce a finish that will meet straight edged tolerances, then refloat immediately to a uniform texture.
4. Troweled Finish: Float concrete surface, then power trowel the surface. Hand trowel the surface smooth and free of trowel marks. Continue hand troweling until a ringing sound is produced as the floor is troweled. Tolerance for concrete floors shall be straight edged unless otherwise specified. On surfaces intended to support floor coverings, any defects of sufficient magnitude to show through the floor covering shall be removed by grinding.

5. Broom Finish: Immediately after the concrete has received a float finish it shall be given a coarse transverse scored texture by drawing a broom across the surface. Direction and roughness of brooming as directed by Project Architect.

C. Schedule of Locations for Concrete Finish Types:

1. Exposed Slabs in Public Areas: Medium Broom Finish
2. Exposed Slabs in Non-Public Areas: Float Finish
3. Exposed Concrete for Beams, Girders, Walls, and Columns: Smooth Formed
4. Concealed Concrete Surfaces: Rough Formed
5. Formed surface to receive:
 - a. Paint: Smooth Formed
 - b. Waterproofing: Floated
 - c. Plaster: Rough Formed and roughened by sandblasting.
6. Slabs to receive:
 - a. No flooring in Service Areas: Hard Troweled.
 - b. Resilient Flooring: Troweled
 - c. Carpet or Mat: Troweled
 - d. Built-Up Waterproofing: Floated
 - e. Fluid Applied Waterproofing: Troweled
 - f. Toppings and Fills: Scratched
7. Exposed Stair Fills: Nonslip.

CAST-IN-PLACE-CONCRETE

Cast-in-place concrete work shall conform to requirements of ACI 301 as a minimum standard. Sellers Testing Laboratory shall be under the direction of Structural Engineer of Record licensed in the State of Oregon and shall conform to ASTM E329 and ASTM 1077.

The cross sectional area, depth, width and height of all concrete shall be as required by code and as specified by the Structural Engineer of Record. In no event, shall building slabs or concrete pavement have a thickness of less than 6 inches. Sidewalks and patios shall not have a thickness of less than 4 inches.

Seller warrants that all cast-in-place concrete materials will be of good quality and will be mixed, handled, and placed in a manner in compliance with applicable codes and regulations and industry standards. Seller cannot and does not guarantee or warranty that cast-in-place concrete, in any form or use, will not crack, check, break, spall, cup, or curl in response to variable factors. Such conditions shall NOT be considered defects and Seller shall not be liable for repair or replacement of concrete exhibiting such conditions unless they are found by the Engineer of Record to be a structural failure that must be repaired or replaced.

JOINTS

1. CONTROL JOINTS

- A. Provide joints of size and at locations shown on drawings. In slab on grade, provide 1/8 inch wide by 1-1/4 inch deep joints at 16 feet maximum spacing in each direction, unless otherwise shown. Where joint pattern conforms to structural grid indicated on the drawings, joints shall occur on the centerline of columns.
- B. Sawcut as soon as concrete has hardened sufficiently to prevent aggregates being dislodged by saw. Complete saw cutting operations within 24 hours of the introduction of water to the mix.
- C. Perform all cuts cleanly and smoothly to a constant and equal depth in as continuous an operation as possible to avoid misalignment of joints.

1. CONSTRUCTION JOINTS

- A. General: Construction joints shall conform to typical details and be located where shown on the drawings or where approved by the Architect.
- B. Horizontal joints in walls and columns shall be at the soffit of either the beam or slab, whichever is lower, unless otherwise indicated.
- C. Continue reinforcement across construction joints, unless otherwise indicated.
- D. Provide keyways as shown on the drawings. Keyways shall be cast into the concrete; chipping of keyways once concrete has set will not be permitted. Bulkheads designed for this purpose may be used for slabs if approved by Owner's Representative.
- E. Slabs on Grade:
- F. Divide areas by construction joints at not more than 20 foot centers in one direction. Allow at least 3 days delay before placing new sections against previously placed sections.
- G. Continue reinforcement across joints. Place concrete in alternate fashion.
- H. Contractor shall provide a straight and level joint at exposed vertical surfaces.

DIVISION 4 MASONRY

PERFORMANCE

Concrete Block: Provide units complying with characteristics indicated for Grade, Type, face size and exposed face.

For all fire rated assemblies provide concrete masonry units conforming to Underwriters Laboratories Inc. UL 618 and design numbers: U901, U904, U906, U910, U913 and U914.

DIMENSIONS

Size: Manufacturer's standard units as follows: 16" 18" or 24" long x 8" High (15 5/8" x 7 5/8" actual) x thickness as indicated.

APPEARANCE

All units shall be sound and free of cracks or other defects that would interfere with the proper placement of the unit or would significantly impair the strength or permanence of the construction. Minor cracks incidental to the usual method of manufacture or minor chipping resulting from customary methods of handling in shipment and delivery are not grounds for rejection.

DIVISION 5 METALS

FABRICATION TOLERANCES

- (a) A Maximum deviation of individual members as follows:
- (b) Overall length of members with both ends finished for compact bearing: 1/32 inch.
- (c) Overall length of members without finished ends:
 - (i) For members up to 30 ft. long: 1/16 inch.
 - (ii) For members over 30 ft. long: 1/8 inch.

PRODUCT

- a) W SHAPES
 - i) Manufacturing standard: ASTM A-992.
- b) C CHANNELS, ANGLES, BARS, AND PLATES
 - i) Manufacturing standard: ASTM A-36.
- c) STEEL TUBING
 - i) Manufacturing standard: ASTM A-500.
 - ii) Grade: B.
- d) THREADED FASTENERS AND ANCHOR BOLTS
 - i) Manufacturing Standard:
 - (1) Bolts & Nuts: ASTM A 307 Grade A.
 - (2) Plain Washers: ANSI Standard B 27.2.
 - (3) Beveled Washers: ANSI Standard B 27.4
 - ii) Size & Spacing: See Drawings.
 - iii) Finish:
 - (1) Where fastening or anchoring galvanized steel items: Galvanize in accordance with ASTM A-153
 - (2) Elsewhere: Manufacturer's standard.

SHOP TREATMENT

- a. Surface preparation:
 - i. Remove grease, oil, dirt, loose rust, loose mill scale, and any other bond-reducing materials.
 - ii. Within 8 hours of surface preparation, apply the following:

- b. Treatment:
 - i. Galvanize exterior fabricated steel where indicated on drawings.
- c. At all other Steel:
 - i. Apply 1 coat shop paint.
 - ii. Minimum Dry Film Thickness: 1.0 mil
 - iii. Do no apply shop paint to the following:
 - iv. Within 2 inches of surfaces to be field welded.
 - v. Surfaces to be encased in concrete.

Metal buildings, parking structures and storage area structures shall be butler buildings or equal see typical sections attached hereto as Division 5 - Roof and Metal Wall Typical Sections:

METAL ROOF SYSTEM

1. Metal Roof System: Butler Manufacturing “Butlerib® II” roof system.
2. Roof System Design:
 - i. Design roof panels in accordance with AISI North American Specification for the Design of Cold-Formed Steel Structural Members.
 - ii. Design roof panels to support a 200-pound load distributed evenly over a 2-foot square area centered between purlins, without exceeding a panel deflection-to-span ratio of 1/180 in a 2-span condition or as specified by the Structural Engineer and Architect of Record..
 - iii. Design roof paneling system for a minimum roof slope of 1/2 inch in 12 inches.
 - iv. Design roof paneling system to support design live, snow, and wind loads.
3. Roof System Performance Testing:
 - i. UL Wind Uplift Classification Rating, UL 580: Class 90.
 - ii. Structural Performance Under Uniform Static Air Pressure Difference: Test roof system in accordance with ASTM E 1592.
 - iii. FM Global (Factory Mutual):
 1. Roof system has been tested in accordance with FMRC Standard 4471 and approved as a Class 1 Panel Roof.
 2. Metal Building System Manufacturer: Provide specific assemblies to meet required wind rating in accordance with FM Global.
 3. Installation modifications or substitutions can invalidate FM Global approval.
4. Roof Panels:
 - ii. Factory roll-formed to provide width coverage of 3 feet.
 - iii. Four major corrugations spaced 12 inches on center.
 - iv. Each Major Corrugation: 1-1/2 inches high, 2-7/8 inches wide, tapering 1-9/32 inches wide at top, with no intermediate minor corrugations.
 - v. In Panel Flat: Two additional minor corrugations, 1 inch wide, 1/8 inch high, spaced 4 inches on center, between major corrugations.
5. Roof Panel Side Laps:
 1. Overlap 1 major corrugation.
 2. One of the Outboard Corrugations: Formed as overlapping corrugation.

3. Other Outboard Corrugation: Formed as underneath corrugation.
 - a. Full corrugation to provide bearing support to side lap.
4. Formed with continuous-length sealant groove.

1) Roof Panel End Laps:

- i. 6 inches.
- ii. Supply maximum possible panel lengths, up to 38'-9", to minimize panel end laps.
- iii. Factory punch roof panel end laps (top panel with a round hole and bottom panel with a slotted hole) to provide for expansion and contraction and panel alignment.
- iv. Design end laps to occur over and be fastened to secondary structural members.

b. Ridge Panels:

1. One-piece, factory formed to match roof slope.
2. Ridge Panel Cross Section: Match roof panels.
3. Ridge Panel Splices: Occur over first purlin on either side of building center.

c. Eave Panels: Extend beyond building structural line.

d. Factory punch roof panels at panel ends to match factory-punched or field-drilled holes in structural members to ensure proper alignment.

1. Upper End of Eave and Splice Panels: 3/4-inch-long slots to provide for expansion and contraction of panels.
2. Panel Material and Finish:
3. 26-gauge or 24-gauge steel coated both sides with layer of Galvalume aluminum-zinc alloy (approximately 55 percent aluminum, 45 percent zinc) applied by continuous hot-dip method.
4. Minimum 0.55-ounce coated weight per square foot as determined by triple-spot test, ASTM A 792.

e. Panel Material and Finish:

1. 26-gauge or 24-gauge painted Galvalume aluminum-zinc alloy (approximately 55 percent aluminum, 45 percent zinc), ASTM A 792.
2. Paint with exterior colors of "Butler-Cote™" finish system, full-strength, 70 percent "Kynar 500" or "Hylar 5000" fluoropolymer (PVDF) coating.
3. PVDF Coating Warranty: Metal building system manufacturer shall warrant coating for 25 years for the following.
 - a. Not to peel, crack, or chip.
 - b. Chalking: Not to exceed ASTM D 4214, #8 rating.
 - c. Fading: Not more than 5 color-difference units, ASTM D 2244.

f. Panel Material and Finish: Special materials, gauges, or colors as applicable for custom designs.

i. Provision for Expansion and Contraction:

1. Optional Factory-Punched Roof Panels: 5/16-inch by 3/4-inch-slotted holes at upper end and 5/16-inch-diameter holes at lower end.
2. Slotted Holes: Permit thermal movement of panels without detrimental effect on roof panels.

ii. Fasteners:

1. Fastener Locations and Quantities: Indicated on erection drawings furnished by metal building system manufacturer.

2. Panel-to-Structural Connections: Case-hardened, electrogalvanized carbon steel, yellow-chromate finish “Scrubolt™” fasteners, 3/8-inch hex head, with 3/4-inch OD galvanized-steel-backed EPDM washers.
3. Panel-to-Structural Connections: Type 410 stainless steel “Scrubolt™” fasteners, 3/8-inch hex head, with 3/4-inch OD aluminum-backed EPDM washers.
4. Panel-to-Structural Connections: 1/4-14 by 1-1/4-inch galvanized steel, 3/8-inch hex-head self-drilling fasteners, with 3/4-inch OD galvanized-steel-backed EPDM washers.
5. Panel-to-Structural Connections: 1/4-14 by 1-1/4-inch stainless steel, 3/8-inch hex-head self-drilling fasteners, with 3/4-inch OD aluminum-backed EPDM washers.
6. Panel-to-Structural Connections: Self-clinching aluminum “Lock-Rivet™” fasteners, with 3/4-inch diameter low-profile-head EPDM washers.
7. Panel-to-Panel Connections: #14-14 by 7/8-inch galvanized steel 3/8-inch hex-head mini-point self-drilling screws, with 5/8-inch OD metal-backed EPDM washers.
8. Panel-to-Panel Connections: #14-14 by 7/8-inch stainless steel 3/8-inch hex-head mini-point self-drilling screws, with 5/8-inch OD aluminum-backed EPDM washers.
9. Panel-to-Panel Connections: Self-clinching aluminum “Lock-Rivet™” fasteners, with 3/4-inch diameter low-profile-head EPDM washers.

a. Accessories:

- i. Accessories (i.e., ventilators, skylights, eave and gable trim, gutters, jacks, and curbs): Standard with metal building system manufacturer, unless otherwise noted and furnished as specified.
- ii. Metal Coating on Gutters, Downspouts, Gable Trim, and Eave Trim: “Butler-Cote™” finish system, full-strength, 70 percent “Kynar 500” or “Hylar 5000” fluoropolymer (PVDF) coating.
- iii. Location of Standard Accessories: Indicated on erection drawings furnished by metal building system manufacturer.

iii. METAL WALL SYSTEM

1. Exterior Metal Wall System: Butler Manufacturing: “Butlerib® II” wall system.
2. Wall System Design: Design wall panels in accordance with AISI North American Specification for the Design of Cold-Formed Steel Structural Members.
3. Wall Panels:
 - i. Roll-formed panels, 3 feet wide with 4 major corrugations, 1-1/2 inches high, 12 inches on center, with 2 minor corrugations between each of the major corrugations entire length of panel.
 - ii. One piece from base to building eave.
 - iii. Upper End of Panels: Fabricate with mitered cut to match corrugations of “Butlerib® II” roof panels of 1/2 inch to 12 inches and square cut for all other roof panels and slopes.
 - iv. Factory punch or field drill wall panels at panel ends and match factory-punched or field-drilled holes in structural members for proper alignment.
 - v. Panel Material and Finish:
 1. 26-gauge or 24-gauge painted Galvalume aluminum-zinc alloy (approximately 55 percent aluminum, 45 percent zinc), ASTM A 792.

2. Paint with exterior colors of “Butler-Cote™” finish system, full-strength, 70 percent “Kynar 500” or “Hylar 5000” fluoropolymer (PVDF) coating.
 3. PVDF Coating Warranty: Metal building system manufacturer shall warrant coating for 25 years for the following.
 - a. Not to peel, crack, or chip.
 - b. Chalking: Not to exceed ASTM D 4214, #8 rating.
 - c. Fading: Not more than 5 color-difference units, ASTM D 2244.
 - vi. Panel Material and Finish: Special materials, gauges, or colors as applicable for custom designs.
- b. Fasteners:
- i. Wall Panel-to-Structural Connections: Torx-head “Scrubolt™” fasteners.
 - ii. Wall Panel-to-Panel Connections: Torx-head self-drilling screws.
 - iii. Fastener Locations: Indicated on erection drawings furnished by metal building system manufacturer.
 - iv. Exposed Fasteners: Factory painted to match wall color.
- c. Accessories:
- i. Accessories (i.e., doors, windows, louvers): Standard with metal building system manufacturer, unless otherwise noted and furnished as specified.
 - ii. Location of Standard Accessories: Indicated on erection drawings furnished by metal building system manufacturer.

DIVISION 6 WOOD, PLASTICS & COMPOSITES

Architectural Woodwork

Cabinets and counter tops budgeted by an allowance shall be particleboard construction with melamine faced interiors, plastic laminate exposed surfaces and PVC edge banding. Hinges shall be by Euro-hinge 125 degree, ¾” extension guides with 96mm wire pulls. Upper and base cabinetry with countertops as shown on Schematic Drawings.

DIVISION 7 THERMAL AND MOISTURE PROTECTION

INSULATION

R-21 rigid board insulation at room over metal decking. All bathroom walls and ceilings shall receive R-11 batt. Furred exterior walls shall receive R-11 fiberglass batt. Exterior walls from the top of ceiling to roof (in office areas) shall receive R-11 batt with stic pin support. All exterior walls in heated spaces shall receive R-11 batt. Sound attenuation (R-11 batt) in all other interior demising or partition walls are included.

PRODUCTS

(a) MINERAL FIBER INSULATION

1. Manufacturer: Manville, Schuller, Owens/Corning, or Certainteed.
2. Material Rock or glass fiber. 25% recycled content required.

3. Manufacturing standard: ASTM C-665.
4. Type: Blanket or Batt.
5. Length: Full-length, single-piece where practicable.
6. Vapor retarding facing: As noted by item.

7. Extent of work: Walls
 - i. Location: Within exterior frame walls or interior walls between heated and unheated spaces.
 - ii. Type: Unfaced batt insulation.
 - iii. Minimum resistance factor: $R = 21$.
 - iv. Nominal width: 16 inches - to match wall stud spacing.
 - v. Nominal Thickness: 5-1/2".

8. Extent of work: Walls- Interior acoustic assemblies
 - i. Location: Within interior frame walls as indicated on drawings.
 - ii. Acoustic rated unfaced sound attenuation batt insulation blankets complying with property requirements of ASTM C 665, Type 1 and ASTM E 136 .
 - iii. Nominal width: 16 inches - to match wall stud spacing.
 - iv. Nominal Thickness: 3".

(b) RIGID BOARD INSULATION (Main Building Roof Deck Per Manville TPO Specs and Applicable Building Code)

1. A Material: Expanded Polyisocyanurate foam.
2. Manufacturer Dow Styrofoam SM.
3. Manufacturing standard: ASTM C-578.
4. Thermal Resistance: Provide thickness as shown on Drawings.
5. R-value: 5 per inch
6. Extent of work: Slab on grade floors
 - i. Provide at exterior face of perimeter foundation walls as indicated on the Drawings.
7. Extent of work: Roof Deck
 - i. Provide at exterior face of roof sheathing as indicated on the Drawings
 - ii. Minimum resistance factor: $R = 21$
 - iii. Nominal width: 4'x8'
 - iv. Nominal Thickness: As required to achieve required R Value.

Sheet Metal & Flashing

Downspouts shall be primed for painting. Downspouts and cap flashing on buildings shall be painted the color of the adjacent surfaces.

Caulking & Sealants

- (a) Exterior Panel joints will be caulked. Panel joints in rated assemblies shall be caulked as code requires.
- (b) Manufacturer Firestop Systems Inc., GE, 3M, RectorSeal or USG or as specified by the Project Architect.
 - (i) Material: Shall not contain asbestos, halogens, or volatile solvents.
 - (ii) Type: Caulk, wrap, strip, sheet, or putty as required by conditions of use.
 - (iii) Fire-resistiveness: Rated for use as through-penetration firestopping in accordance with ASTM E-814, USC Std. 7-2 and 7-5.
 - (iv) Paintability: Firestopping, if and where exposed to view, shall be paintable or capable of receiving finish materials where so specified in other sections.

DIVISION 8 OPENINGS

Doors & Frames

Interior office doors shall be 3'0"-8'0" x 1-3/4" flush, solid core, birch with standard pre-finish (AWI Grade Premium). All door frames shall be knock-down metal drywall type (Timely) in pre-finished, standard color (black, Navaho White, White & Brown). Doors and frames in all concrete and CMU walls and between occupancy separations shall be hollow metal; 20 and 18 gauge and rated as necessary, respectively. Hardware as delineated in the Supplemental Information to General Outline Specification or equal. Exterior doors: weatherstrip, door sweeps, stops. Card key programming is included.

Overhead Doors

Overhead doors shall be as shown in the Supplemental Information section to this Scope of Development.

ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

SYSTEM MATERIALS

Section Includes: Kawneer Architectural Aluminum Storefront Systems, including perimeter trims, stools, accessories, shims and anchors, and perimeter sealing of storefront units.

A. Types of Kawneer Aluminum Storefront Systems include:

- i. Trifab® VG 451T Storefront System - 2" x 4-1/2" (50.8 x 114.3) nominal dimension; Thermal Front, Center, Back, Multi-Plane, Structural Silicone or Weatherseal Glazed (Type B); Screw Spline, Shear Block, Stick or Punched Opening Fabrication.
- ii. Extruded Aluminum: 6063-TS alloy temper. (ASTM B221 G.S. 10A-T5)
- iii. Thermal Barrier shall consist of a two-part, chemically curing, high density polyurethane.

B. Perimeter Anchors shall be aluminum or steel, providing the steel is properly isolated from the aluminum.

C. Steel Reinforcement: ASTM A-36.

D. Fasteners: Aluminum, stainless steel, or galvanized steel in accordance with ASTM A-164.

E. Glazing Gaskets: EPDM elastometric extrusions or vinyl reinforced with fiberglass cord to prevent stretching.

F. Finish:

- a. Concealed work: Mill finish.
- b. Exposed work: Clear anodized aluminum

SWINGING DOORS

- a. Manufacturer Kawneer, or approved.
 - i. Model: Kawneer VG 451, or approved.
 - ii. Profiles: 5" stiles, 5-1/2" top rail, 10" bottom rail, (all based upon 2" door thickness).
 - iii. Material Aluminum.
 - iv. Aluminum Finish Color: Clear anodized aluminum.

DOOR HARDWARE

Storefront system hardware by storefront manufacturer. Locking to be coordinated with County and Seller shall coordinate with the County to ensure that all locksets and hardware accept County lock cylinders where applicable.

DOOR WEATHERSTRIPPING

- a. Material: Flexible nonporous Polymeric strip.
- b. All Weatherstripping: Easily replaceable.
- c. Sill Weatherstripping: Easily adjustable for wear.

DIVISION 9 FINISHES

Light Gauge Metal Framing as specified by the Architect of Record.

Gypsum Drywall as specified by the Architect of Record.

Gypsum board walls and ceilings to receive a light orange peel finish (LEVEL 5 FINISH).

The prepared surface shall be coated with a drywall primer prior to the application of final decoration. All joints and interior angles shall have tape embedded in joint compound and immediately wiped with a joint knife or trowel, leaving a thin coating of joint compound over all joints and interior angles. Two separate coats of joint compound shall be applied over all flat joints and one separate coat of joint compound applied over interior angles. Fastener heads and accessories shall be covered with three separate coats of joint compound. A thin skim coat of joint compound shall be trowel applied to the entire surface. Excess compound is immediately sheared off, leaving a film or skim coating of compound completely covering the paper. As an alternative to a skim coat, a material manufactured especially for this purpose may be applied. The surface must be smooth and free of tool marks and ridges. The prepared surface shall be covered with a drywall primer prior to the application of the final decoration.

Acoustical Ceilings

Suspension system shall be 2'x4' exposed T-bar grid supported from the roof structure with all components and mechanical fasteners for complete installation. Ceiling tile shall be non-directional, mineral fiberboard, Armstrong Second Look II in manufactures standard colors with fissured texture and tegular edges. See Supplemental Information section to this Scope of Development for further information.

Painting and Coatings

Painting shall be as follows:

- One (1) coat of primer on all surfaces to be painted.
- Two (2) coats satin latex on Gypsum ceilings and walls.
- Two (2) coats high gloss latex enamel at Bathrooms
- Two (2) coats enamel on all Steel columns from F.F. to 10' A.F.F.
- Two (2) coats enamel on all miscellaneous metals like steel stairs, mezzanines, guardrails, etc.
- Conduit on columns, walls and ceilings exposed to be painted with adjacent wall surfaces.
- Two (2) coats enamel on all Hollow Metal doors and frames.
- Two (2) coats enamel on all Overhead Doors
- Two (2) coats enamel on all Protective bollards and Jamb guards.
- All exposed interior concrete walls to painted from F.F. to Structure.
- Interior, exposed concrete shall be painted white from F.F. to structure
- Three different colors included on exterior walls, miscellaneous metals and sheetmetal. Including 1 coat primer and two coats elastomeric finish all exposed vertical concrete walls (concrete panels, dock walls, stem walls, etc.)
- Clear sealer on exterior masonry veneer and walls.

DIVISION 10 SPECIALTIES

Flagpoles

Flagpoles and support are not included.

Exterior / Interior Signs

Special signs and displays are not included. Code required signs for egress and bathroom signs are included.

Toilet Accessories

Toilet Accessories shall include the following:

- See Purchase Price Breakdown for specification.

Lockers

Two tier lockers with continuous slope top, 4" continuous metal base, 16-gauge end cover panels, number plates, and fillers as required. Lineal footage of lockers as shown on the Schematic Drawings are included. See Supplemental Information.

DIVISION 11 EQUIPMENT

Residential Appliances are included as follows: See Schematic Drawings and Purchase Price Breakdown.

DIVISION 12 FURNISHINGS

Not Included

DIVISION 13 SPECIAL CONSTRUCTION

DIVISION 14 CONVEYING SYSTEMS

Elevator is included (See Supplemental Information).

Cranes, crane rails and wideflange beams supporting bridge or jib cranes are excluded.

Manufacturer : Thyssen Krupp

Quantity: 1.

L. Type: Hydraulic.

M. Travel: From Main Floor to Upper floor.

N. Landings: 1.

O. Openings: 2.

P. Estimate of total rise: 24'-0" to 28'-0".

L. Lifting capacity, in addition to car & appurtenances weight: 2100 lbs.

M. Speed under full contract load: 150 fpm plus or minus 5%.

N. Platform size: See Drawings.

O. Cab height: 8'-0"

P. Machine location: At Parking Level where shown on Drawings.

Q. Pump base: Provide with sound & vibration isolator supports.

0. Pump housing: Removable and with sound-absorbing lining.

P. Operation: Automatic without attendant.

Q. Control: Simplex Selective Collective as follows:

1. Start car upon momentary pressure on one or more buttons, other than for landing at which car is standing.
2. Stop car at landings for which calls are registered. Make stops in order in which landings are reached, regardless of sequence in which buttons are pressed.
3. If DOWN buttons are pressed while car is traveling upward (or vice versa), do not stop car at these landings, but allow calls to remain registered and to be answered on next reverse trip.

R. Programmable Controller:

1. Shall include the input/output device and the associated software necessary for troubleshooting and repairing the programmable controller.

S. Cab and Control Upgrade Kit:

1. Provide standard vandal proof upgrade including metal control buttons, vandal proof lantern and cab door.
2. Provide electronic card key access at Garage level - co-ordinate with low voltage contractor. Provide cylinder lock at each call station to control access of the car. Cylinder to be keyed to match building locks per owners direction - coordinate with hardware supplier.

T. Acceptable Hydraulic Valves:

1. Provide a Maxton or EEC0. Valve.

U. Door Operator:

1. Provide a GAL door operator.

V. Power Supply: 460 volt, 3-phase, 60 Hz.

W. Lighting Supply: 120 volt, 60 cycle.

X. Lighting Fixtures: Fluorescent with high-power factor ballasts. All fixtures shall use easily obtainable light bulbs. Lights shall have parabolic reflectors, ceiling shall be parabolic grill.

Y. Emergency car lighting:

1. Type: Two 6-watt or larger incandescent lamps.
2. Power: Self-recharging battery capable of continuously operating emergency lights for at least 4 hours and elevator alarm bell for at least 1 hour.
3. Operation: Autom atically activate within 5 seconds of normal power outage.
4. Required Accessory: Readily accessible test switch.

Z. Traveling Cable Covers: Flame-resistant and moisture-resistant. AA. Buffers: Spring type.

BB. Required Leveling: To within 1/8 inch of floors under any loading without over-running and returning to floor.

CC. Car Materials:

1. Shell: 14 ga. furniture steel with sound deadening applied to all exterior surfaces.
2. Ceiling: Removable, suspended, Aluminum frame with architectural parabolic light diffuser.
3. Front Wall: Metal with vandal proof finish.
1. Side & Rear Walls: Removable plastic laminate panels.
2. Base: Recessed, black, enameled steel with concealed ventilation cutouts.
3. Flooring: VCT.
4. Door Frames: Metal - Color selected by architect during submittal process.
5. Doors: Metal
6. Required Accessories:
 - a. Brushed Chrome handrails on side and rear walls.
 - b. Ceiling-mounted air exhaust fan.
 - c. Ceiling-mounted emergency escape hatch.
 - d. Emergency telephone cabinet with traveling cable. Telephone instrument will be Owner- furnished and Owner-installed.
 - e. Trouble light and electric power outlet located on car roof.

- f. Elevator license certificate frame mounted where visible in car.
- g. Stainless steel pad hooks and removable wall-protection pads sized to cover all car walls. Provide pads with hemmed cutout openings at car control panels.

DD. Hoistway Entrance Materials: EE. Door Frames: Hollow Metal. FF. Doors: Hollow Metal.

GG. Door Operators: Powered, automatic, and synchronized to operate car and hoistway doors simultaneously.

HH. Door Safety Features: Motion detectors and cushioned shoes to automatically retract doors when doorway is occupied or obstructed.

I. Door Trades: Replaceable. JJ. Required Signals:

1. Car Control Panel:

- a. Flush-mounted.
- b. Contain the following:
 - i. Car call buttons for each landing served.
 - ii. Other buttons and switches required for specified operations.

2. Car Travel-direction Arrows:

- a. White for upward travel.
- b. Red for Downward travel.
- c. Locate where visible from hallway when car doors are open.

3. Hallway Car-arrival Gongs:

- a. Upward Travel: 1 gong.
- b. Downward Travel: 2 gongs.

DIVISION 21 FIRE SUPPRESSION

- Design system for a .20 density over the most remote 2000 sq.ft. of floor area ordinary hazard occupancy group II and a .10 density over the most 1500 sqft of floor light hazard at the office area
- Design shall be coordinated such that **Fire Protection** shall be adequate to accommodate owners **Storage** requirements.
- Furnish hoisting and scaffolding
- Submit six (6) sets of shop drawings for approval, permit and as needed to construct the Automatic Fire Sprinkler System
- Furnish Two (2) Complete Wet and One (1) Dry System throughout the building and exterior canopy
- Furnish permits as required for installation of Automatic Sprinkler Fire Protection System
- Electric Bells
- Water Flow Indicators
- BFV control valves
- Tamper Switches
- Interior Fire hose valve
- 1/2" or 17/32" Standard Upright Sprinklers
- 1/2" Recessed Pendent Sprinklers

- Dry Sidewall Sprinkler Heads at Exterior Canopies
- All required Hangers and Earthquake Braces
- System's Complete Test and permits
- Installation of 8" underground pipe installed to the system's riser to 5'0" outside the building
- Excavating and Backfill using Native/Select backfill
- Rodding and Blocking
- Testing and Flushing of all lines
- All required protection needed for the Exterior canopies at the Loading Dock, Office and Propane tank.
- Furnish all misc. materials and accessories required to provide a complete, code approved system

DIVISION 22 PLUMBING

Plumbing rough-in and domestic fixtures, main office area and Upper floor.

- Design Build Plumbing system complete. Fixture per Purchase Price Breakdown and Schematic Drawings.
- Main building roof drain piping and 6 roof drains.
- 7000 gal. In Ground water containment vault.
- Trench drain as shown on Schematic Drawings.
- Wash bay, Heavy Service, Fleet Services Area sediment traps and oil/water separators.
- Air piping system consisting of in line filter, piping, and 27 drops
- Domestic water hose bibs at 5 locations within service bay area
- Connection of owner provided wash system from holding tank
- Installation of decant dump waste water system with flush valve
- Provide all required gas piping and accessories for items within this scope
- Excavation, backfill, haul off, and compaction for all items within this scope
- Rough-in and connection for all 5' stub-outs.
- Provide and install all required pipe insulation
- Design and permit timelines in proposal
- Plumbing Permits and fees.

DIVISION 23 HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

- **Complete Professional Design Build System (Generally to Include)**
- 2- Carrier, (7 ½ ton) roof mounted gas/electric units complete with roof curbs, economizers, barometric relief dampers, duct smoke detectors and Honeywell # T-7300 programmable thermostats.

- 3- Carrier (5-Ton) roof mounted gas/electric units complete with roof curbs, economizers, barometric relief dampers, duct smoke detectors and Honeywell # T-7300 programmable stats.
- 1- Carrier (4-Ton) roof mounted gas/electric unit complete with roof curb, economizer, barometric relief damper and a Honeywell # T-7300 programmable thermostat.
- 1- Carrier (2-1/2 Ton) roof mounted gas/electric unit complete with roof curb, economizer, barometric relief damper and a JCI programmable thermostats.
- 4- Raznor, Model F-200 (200,00 BTUH) gas fired unit heaters complete with electronic ignition and Accustat thermostats with 45 degrees sensors, to serve warehouse freeze protection.
- 1-Raznor, Model F-50 (50,000 BTUH) gas fired unit heater complete with electronic ignition and Accustat thermostat with 45 degree sensor.
- 2- Roberts Gordon, CTH2-100 (100,000 BTUH) radiant heaters to serve Service area.
- 1- Roberts Gordon, CTH2-125 (125,000 BTUH) radiant heater to Service area.
- 1- Loren Cook, Model ACEB-210C9B roof mounted exhaust fan complete with roof curb, backdraft damper, birdscreen and disconnect switch.
- 1- Loren Cook, Model ACEB-180C7B roof mounted exhaust fan complete with roof curb, backdraft damper, birdscreen and disconnect switch. To serve ventilation per code.
- 1- Loren Cook, Model ACEB060 roof mounted exhaust fan complete with roof curb, backdraft damper, birdscreen and disconnect switch. Fleet Services Paint Area.
- Mechanical Permits
- Complete HVAC design and plans
- Furnish Layout of Roof Equipment for Framing Supports
- Coordination of final thermostat locations with the County.
- All applicable permits and fees.
- Waterproof any and all penetrations thru roof.
- Fire/Smoke dampers as required by code.
- Rigging of equipment
- Air conditioning refrigerant piping
- Low voltage control wiring
- Natural Gas Piping
- Coordination of gas service with local gas supplier.
- Gas service to be sized to accommodate all gas fired equipment.
- Flashing and counter-flashing at any and all curb locations.
- Relief hoods.
- Access doors as required by code.
- Complete air distribution system.
- Thermal duct insulation to meet code and design requirements
- Check, test and start-up
- Air balancing

DIVISION 26 ELECTRICAL

All proposed electrical work shall be completed in accordance with governing jurisdictional requirements and in general conformance with schematic plans and documents.

Seller shall furnish all labor, materials, installation, tools, supplies, facilities, supervision, administration and all other resources and facilities necessary for the prompt and efficient prosecution of the Work required generally, but not totally specified as:

- Electrical Design and Engineering as Required to obtain all applicable permits to perform electrical work
- Energy Form submission (Load Calculations) & compliance as required by code and governing agencies
- The cost to pay for and obtain all required electrical permits
- Coordination with Utility provider to arrange for Electrical Service to accommodate proposed development
- County Fees for Electrical Service to accommodate proposed development
- Cost to pay for and obtain all required electrical permits
- Coordination with local utility and governing jurisdictions to confirm street lighting requirements and pole and light specifications
- Cost to install streetlights complete including basis, pole-lights, power distribution, trenching, etc. If street lighting is not required a deductive change order shall be issued for the amount listed for street lighting.
- Complete and operable electrical service including distribution, service, lighting, outlets, etc.
- Site electrical distribution and associated trenching.
- All trenching spoils unsuitable for backfill shall be removed from the site and clean structural fill compacted in its place. All excavation and onsite traffic movement shall be completed in a manner so as not to disturb sub grade materials. Disturbances of structural fills onsite while trenching or doing work onsite will be corrected at the subcontractor's expense.
- Traffic control, traffic control permits, sidewalk and road closure permits as required to complete Electrical work.
- Provide as necessary conduits with all required trenching and backfill from the frontage phone service to the telephone/computer room for phone and data, with necessary conduit space to accommodate future growth.
- Provide conduit as necessary with all required trenching and backfill from the Power Companies service to the electrical room. Conduit and power distribution between buildings as required.
- Place all required vaults and transformers as required for a complete electrical service.
- Electrical connection to all fire/smoke dampers as required by code.

- Electrical connection to smoke detectors as required by code.
- Provide 3-Phase, 1600 AMP, 277/480 volt service with Disconnects as required
- Electrical outlet for irrigation controller
- Provide fire alarm panel and phone line connection as code requires
- Exit lighting including strobes as code requires
- Electrical Vault(s)
- Transformer Pad(s)
- Underground conduit within building as required.
- Pull wires; Pull strings; and Mud rings as required
- Main distribution system (Main Panel, terminal can, switch gear, meter base, transformers, etc. as required.
- Panels and sub panels as required to make electrical connections to all equipment and outlets.
- Primary and Secondary Feeders
- Circuit Breakers
- Conduit and Raceways
- Conductors and wiring
- Receptacles and switches
- Disconnects for HVAC and misc. equipment
- Connections to HVAC equipment
- Connections to fire sprinkler alarm, and flow/tamper switches (At Site Vault and within Building)
- Interior and Exterior Lighting
- Site and Exterior Building Lighting
- As-Built Drawings
- Warranties
- Meter Base as Required
- Transformers as required
- Fluorescent fixtures in electrical room
- Photocell with time clock override for all exterior site lighting
- Metallic conduit as required by code and where visible
- Compacted rock backfill at trenching work under paved areas
- Temporary power to contractors trailer and power pole with outlets for construction operations
- Power and connections to all owner supplied equipment
- Power and connections to all OHD operators
- Water resistant fixtures and outlets in the wash down bay
- Power and conduit including trenching to site monument signage
- Power and conduit including trenching to site automated gates

HighBay Lights (Service Areas)

400W UFO LED High Bay Light w/ Reflector - 50,000 Lumens - 1,500W Metal Halide Equivalent - 5000K or equal

This 400-watt UFO LED High-Bay Light replaces 1,500-watt metal-halide lights while lasting 3 times longer. The powerful fixture emits 50,000 lumens of cool white light. A UV-stabilized acrylic reflector provides high vertical illumination while reducing glare. Choose a 120° or 90° lens. The 120° lens is included with 90° lens selection and is preinstalled; 90° lens requires installation. Its powder coated, die cast aluminum housing is weatherproof with an integral LED-cooling heat sink and a tempered glass lens. The UFO light is equipped with a constant-current driver and operates on 100-277 VAC. An adjustable U-bracket, eye hook, and safety cable are included.

2x4 Troffer Lights (Office Areas)

2'x4' LED parabolic lens troffer, 18 cell (3x6 pattern) semi-specular 3in nominal lens, 48W-85W, 0-10V driver, 5000K color temperature.

Emergency Power

Emergency generators, battery powered emergency lighting and equipment are not included. Conduit from the electrical room to the future generator location is not included.

Communications and Alarms (Low Voltage Work)

DEFINITIONS

The following acronyms apply to the scope of this document:

ACS	Access Control System (door access)
ALL	Applies to all buildings within scope of document
AV	Audio – Visual
BDA	Bi-Directional Amplifier (2-way Radio and Cellular)
CC	Clackamas County
CCFAC	Clackamas County Facilities
CCSO	Clackamas County Sheriff’s Office (all staff)
CCTS	Clackamas County Technical Services
CCTV	Closed Circuit Video Security System
CONT	Contractor assigned to project
CRAC	Computer Room Air Conditioning Unit (dedicated)
DAS	Distributed Antenna System
DWS	Distributed Wireless System (802.11 a/b/g/n/ac)
EMN	Emergency Mass Notification
EF	Entrance Facility
FLS	Fire / Life / Safety
IDF	Intermediate Data Facility (small IT closet)
MDF	Main Data Facility (Main IT Data Center)
PDU	Power Distribution Unit
TO	Telecommunications Outlet
TMF	Transportation Maintenance Facility
UPS	Uninterruptible Power Supply

SPECIFICATIONS

The following specifications apply to the scope of this document as required:

ITEM		SPECIFICATIONS
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	PROVIDED BY	
Audio / Visual	CONT / CCTS	<ul style="list-style-type: none"> - CONT will install raceways, backboxes, floorboxes, power and AV cables as needed and designed by CCTS. - CCTS will provide flat panel monitors at project expense. - PC's / laptops provided by CCTS. - If "High Tech" room is required, design build will be required by Audio / Visual Contractor.
Backboards	CONT	¾ inch fire resistant plywood backboards with fire resistant paint
BDA	CONT	<ul style="list-style-type: none"> - Custom designed and installed as needed for 2-way radio and / or cellular distribution.
Cabinets	CONT	<ul style="list-style-type: none"> - APC Model AR3350 or 4-post rack approved by CCTS. Verify type and model number with CCTS prior to ordering. - An integrated design may be desirable with redundant in-row cooling and redundant UPS's. CCTS has selected APC by Schneider Electric as the preferred vendor. Design approval by CCTS required. - cable management via top ports - Provide dual vertical PDU's in the rack. - all cabinets are to be seismically anchored and grounded
Cable Trays / ladder racking	CONT	<ul style="list-style-type: none"> - In MDF size ladder racking as required with CCTS design approval. color = Black. - Other areas: originating from MDF / IDF's, size as required, cable tray basket metal mesh above false ceiling in all primary hallways. Access to cable trays shall be easily accessible from drop ceiling with no HVAC, plumbing or lighting interference. Design to be approved by CCTS. - Suspended in accordance with NEC code. - grounded as required.
Coax	CONT	- RG6 Quad Shield Plenum rated – White jacket
Conduit	CONT	<ul style="list-style-type: none"> - Internal – Risers – 4" Steel - Other - Steel in the walls – size as required – minimum 1" for TO. - External – 4" Schedule 40 PVC
CRAC	CONT	<ul style="list-style-type: none"> - TBD with CCTS approval. - Heat load based on CCTS provided BTU calculations
Data Cable	CONT	<ul style="list-style-type: none"> - CAT 6 Plenum rated (CMP) - Blue Jacket - Terminated at racks / jacks T568B - All patch panels / jacks are from CommScope / AMP - Supported by J-hooks when distributed from cable basket trays.
DWS	CONT	- 802.11 a / b / g / n / ac
EMN	CONT	Alertus Mass Notification System as required at project expense.
Entrance Terminals	CONT	Porta Systems series 24, input termination-110 style
Fiber	CONT	<ul style="list-style-type: none"> - Single Mode - LC connectors, Plenum rated
Generator	CONT	- Model and capacity to be determined
Innerduct	CONT	<ul style="list-style-type: none"> - As required. - Smurf tube – orange in color – size as required.
PDU	CONT	- TBD with CCTS approval.
Raceways	CONT	- Size as required – minimum 1".
Racks	CONT	<ul style="list-style-type: none"> - Chatsworth Model 55053 2 post, 19" wide by 7' high, #12-24 kits, color = Black. - Each supplied by (2) 120 VAC circuits, power plugs type NEMA L5-20P

		<ul style="list-style-type: none"> - All racks are to be secured to floor, grounded - Cable management between racks, minimum of 6" (six inch) wide
TO	CONT	<ul style="list-style-type: none"> - 4 port faceplate - Two (2) Category 6, 8-pin data jacks, Orange in color - One (1) 6-pin telephone jack, same color as faceplate - Faceplate color to match electrical outlet color or cubicle furniture color. - Data jacks terminated in T568B pin configuration - Each data cable terminated in serving MDF or IDF on category 6, 48-port panels. - Patch panel with all data cables from same TO grouped sequentially - Each voice cable terminated in serving MDF on Gigabix style Terminal blocks - Each TO marked with discrete label (TBD) and each jack labeled Sequentially by service type (TBD) - Unused port of faceplate filled with blank of same color as faceplate - All TO hardware to be CommScope / AMP equipment
UPS	CONT / CCFAC	<ul style="list-style-type: none"> - Size and capacity TBD with CCTS approval. - All UPS units connected to generator
Video Conferencing	CCTS	<ul style="list-style-type: none"> - System at project expense. -
Video Visitation	CONT	<ul style="list-style-type: none"> - IP based - Secure VPN network segment - Vendor / Model TBD
Voice Cable	CONT	<ul style="list-style-type: none"> - Gray Jacket - Plenum rated CMP Category 5e - Terminated in MDF on Nordx Gigabix blocks - All patch panels / jacks are from CommScope / AMP - Supported by J-hooks when distributed from cable basket trays.
Fire/Life/Safety	CONT	TBD

RESPONSIBILITIES

These are the technical areas of responsibility related to the support of the TMF.

ITEM	INSTALL	MANAGE	NOTES
Audio / Visual	CONT	CCTS	<ul style="list-style-type: none"> - CONT to install raceways, backboxes, floorboxes, power and AV cables as needed and designed by CCTS. - CCTS will provide flat panel monitors at project expense. - PC's / laptops provided by CCTS. - If "High Tech" room is required, design build will be required by Audio / Visual Contractor.
BDA	CONT	CONT	<ul style="list-style-type: none"> - CONT to install all required equipment, wiring and antennas.
Cable TV	CONT	CCTS	<ul style="list-style-type: none"> - CONT will install coax as specified. - CCTS will coordinate vendor connection - CCTS will manage cable TV support
CCSO Servers	N/A	N/A	
CCTS Servers	CCTS	CCTS	<ul style="list-style-type: none"> - located in MDF
CCTV	CONT / CCTS	CCTS	<ul style="list-style-type: none"> - CONT will install conduit, data cables, power, mounts as specified / ordered by CCTS - CCTS will install cameras, servers, storage, and software at project expense. - CCTS will support base system after installed. - Monthly licensing and maintenance fee required.
Cell Phone	CONT	CCTS	<ul style="list-style-type: none"> - If a "green" building, a DAS or BDA System

Coverage			may be required. - To be installed at project expense.
Desktop	CCTS	CCTS	- CCTS will relocate / install / support all required Desktop equipment -
DWS	CONT	CCTS	- CONT will install conduit, cable, jacks and antennas. - CCTS will design system - CCTS will support system after installed
EMN	CONT	CCTS	- CONT will install conduit, cable, jacks, panic buttons and interfaces, alert beacons, paging speaker's monitors and reader boards. - CCTS will design system - CCTS will support system after installed. Monthly licensing and maintenance fee required.
Generator	CONT	CCFAC	- Designed to support MDF, and other critical operations as specified by CCTS.
Inmate Phones	N/A		
Intercom	CONT	CCTS	- Designed by CCTS. - Installed by CONT.
Network - Equipment	CCTS	CCTS	- Design, installed and managed by CCTS at project expense. - Powered Ethernet except as specified
Network - Wiring	CONT	CCTS	- CONT will install conduit, data cables, TO as required.
Radio Coverage	CONT	CCTS	As required at project expense.
Entrance Control	CONT	CCFAC	-As required
Telephone / VM	CCTS	CCTS	- CCTS will install voice server or remote unit and connections at project expense.
Telephone Wiring	CONT	CCTS	- CONT install conduit, voice cables, TO as required - CCTS will cross connect at project expense. - CCTS will support after installation. Normal voice charges apply.
UPS	CONT / CCFAC	CCFAC	- CONT / CCFAC will install and support UPS's.
Video Conferencing	CCTS	CCTS	- As required / requested
Visitation Video	N/A		
Fire/Life/Safety	CONT	CCFAC	

TECHNICAL FACILITIES

Entrance Facility (EF)

- 760 Building(s) shall have dedicated Entrance Facility rooms. Size and design of room will be approved by Technology Services.**

CCTS – Data Center (MDF)

- 761 One secure room designed to accommodate the voice and data needs of the building occupants.**
- 762 Centrally located so all cable runs are within 300ft total distance.**
- 763 Size and design of room will be approved by Technology Services.**
- 764 Typical components in MDF:**
- 2 and 4 post racks.**
 - Server cabinets.**
 - Continuous cable tray running around room and above rows of racks.**

**Fire proof backboard along walls.
Redundant UPS's on backup generator.
Grounding bar and jumpers for all cabinets / racks.
Cooled by redundant in-row or dedicated HVAC units.
1 secure, reinforced door with secure card access.
Fire suppression system.**

Intermediate Data Facility (IDF/IDC) Rooms/Closets

- 765 If Cable runs exceed 100 meter length, IDF's shall be constructed to meet requirements. Size and design of room will be approved by Technology Services.**
766 Rooms will be connected to centralized UPS on backup generator.

Workstations

- 767 Each workstation should have a minimum of one (1) TO outlet.**
768 The TO should be mounted in a faceplate designed for the furniture.
769 TO should be placed on the major furniture spine located close to the user.
770 Cables should be routed from the TO in the furniture cabling channel to a furniture common point.
771 Flexible non-metallic conduit should connect the furniture to either a wall mounted junction box or a floor mounted box.
772 Cabling should then be routed to the nearest cable tray via conduit or non-continuous cable supports (j-hooks) with 4ft maximum spacing.

Offices / Hard-walled Rooms / Conference Rooms

- 773 Each room should have a minimum of two (2) wall mounted TO outlets in separate walls for flexibility. More as specified in room data sheets.**
774 TO should be flush mounted in a deep 4-square box equipped with a single gang mud ring.

Other Spaces (such as cubicles, multi-purpose areas, conference rooms, stations etc.)

- 775 This includes all spaces and/or services that require an Ethernet connection such as commissary, intercom, security, video visitation, video arraignment etc.**
776 All spaces should be outfitted with a minimum of one (1) TO outlet, more as required per the use in accordance with specifications.
777 Floor boxes should receive a minimum of one (1) TO outlet consisting of two (2) data and two (1) voice cables. (HDMI if AV is desired.)
778 Back box for AV monitor shall contain (1) TO consisting of (1) data and (1) coax cabling, power and AV connections per owner. (HDMI if AV is desired.)

CONNECTIVITY

Conduit

As needed and design approved by CCTS

Internal Building (ALL)

All terminations should homerun to serving MDF.

Voice Cable (other locations – ALL as required)

- 779 Category 5e cabling of the same type used elsewhere shall be provided for:
One (1) for every elevator equipment room and/or elevator panel
One (1) for every rescue / firefighter telephone
One (1) for every wall phone**

Fiber

- 780** Terminated at patch panel w/ LC connectors.
- 781** Single Mode.
- 782** Design approved by CCTS.

Data Cable (ALL)

- 783** Category 6, CMP rated, Blue jacket cable for following locations:
Two (2) from MDF to every TO.
One (1) from serving MDF for every IP camera, interior and external.
One (1) from serving MDF to every wireless access point.

Patch Cords and Jumpers (ALL)

- 784** Category 6 patch cords to be provided by CONT:
Quantity and lengths TBD. Blue in color.
- 785** Category 6 patch cords to be provided by CCTS and charged to the project in the following quantities:
Two (2) 10 ft. workstation patch cords for every TO
One (1) patch cord as required for IP Security cameras, Wireless Access Points and AV equipment.
- 786** Singlemode jumpers will be provided BY CCTS and charged to the project.
Lengths TBD.

Standards (ALL)

- 787** All cabling will be tested by CONT to current standards. An electronic copy of the tester data will be provided for review by CCTS along with a working version of the tester software.
- 788** CONT will provide as-built drawing of all TO, security camera, access point, AV and mass notification unit locations.

TECHNICAL SERVICES

Example of systems to be covered include:

- 789 The data signals for: 802.11a/b/g/n/ac
- 790 All conduit and wiring will be specified (with CCTS review and approval) and installed by the CONT.
- 791 All wiring will homerun to serving MDF (or IDF if necessary).
- 792 All access points will be specified by CCTS and installed by the CONT.
- 793 BDA or DAS system designed (with CCTS approval) and installed by CONT as necessary for 2-way radio and cellular coverage.
- 794 Alertus – Emergency Mass Notification System components to be installed by CONT. Design approved by CCTS. Programming and support by CCTS.

A CCTV system will be utilized by ALL BUILDINGS for all video security services. The system will be serviced by dedicated servers, with failover capability. Video storage will be in DSB. Transport of video signal to the storage array will be via the County secure internal network. System utilized is County standard Genetec system.

- 795 Location and utilization of the cameras will be designed by CCTS. Design will include several classification of camera / recording types:
 High Quality, High Rate, All Times for very secure areas
 High Quality, High Rate, Variable Time / Motion Activated
 Medium Quality, Med Rate, Variable Time / Motion Activated
 Lower Quality, Lower Rate, Motion Activated
- 796 Cameras will also be classified by:
 External use requiring power connections
 Internal cameras, all using powered Ethernet
 PTZ (Pan – Tilt – Zoom) for specific areas
 IR (Infrared) for any night/low light applications
- 797 The CONT will install all conduit, data cables, power as specified by CCTS.
- 798 CCTS will specify and procure all cameras and mounts.
- 799 The CONT will install all camera mounts and mounting boxes.
- 800 CCTS will install Security Cameras.
- 801 CCTS will install and configure servers/software.
- 802 CCTS will install and configure required data storage.
- 803 All Cameras will be approved for use with the Genetec system.

CCTS will assist in design, install and support of various Audio-Visual requirements within the facility as required. Will assist and support CONT assigned to more complex AV installations. Some supported AV technology by CCTS includes:

- 804 All Video Conferencing locations
- 805 Basic Conference rooms with Monitor, speakers, DVD, cable and PC connectivity.
- 806 Interfacing AV rooms with network and other facilities.

Other Systems that could be utilized in the facility, but are currently not part of this plan.

- 807 TBD

OUTSTANDING ISSUES

- 1. None

DIVISION 31 EARTHWORK

All site work shall be performed in accordance with recommendations provided by the project geotechnical engineer.

All site clearing and stripping, grading, excavation and backfilling are included. Costs for soft spot removal, over excavation, haul-off and the placement of structural fill are not included. Costs to winterize the site (access roads, increased rock sections, soil amendments such as Concrete Treatment, etc.) are not included. This site is extremely weather sensitive. Mass excavation must be completed in August and early September. If the onsite material cannot be dried quick enough the Seller may be required to pay to winterize the site to allow construction to continue.

Demolition and/or disposal of fuel storage tanks and other hazardous materials are not included.

Cost to utilize and re-compact material placed in the recent fill shall be done in summertime conditions (June-Aug). If for some reason, at no fault of our own, the Maintenance Facility start date is delayed, this material may need to be hauled off and replaced with structural fill at the County's expense.

Engineered Fill

In general, we anticipate that soils from planned cuts and utility trench excavations will be suitable for use as engineered fill provided they are adequately moisture conditioned prior to compacting. Imported fill material should be reviewed by Geotechnical Engineer prior to being imported to the site. Oversize material greater than 6 inches in size should not be used within 3 feet of foundation footings, and material greater than 12 inches in diameter should not be used in engineered fill.

Engineered fill will be compacted in horizontal lifts not exceeding 12 inches using standard compaction equipment. Engineered fill shall be compacted to at least 95 percent of the maximum dry density determined by ASTM D698 (Standard Proctor) or equivalent. On-site soils may be wet or dry of optimum; therefore, we anticipate that moisture conditioning of native soil may be necessary prior to use as engineered fill.

Field density testing should generally conform to ASTM D2922 and D3017, or D1556. Engineered fill should be periodically observed and tested by the project geotechnical engineer. Typically, one density test is performed for at least every 2 vertical feet of fill placed or every 500 cubic yards, whichever requires more testing. Because testing is performed on an on-call basis, Seller shall hold the earthwork contractor contractually responsible for test scheduling and frequency.

Wet Weather Earthwork

The on-site soils are moisture sensitive and may be difficult to handle or traverse with construction equipment during periods of wet weather. Earthwork is typically most economical when performed under dry weather conditions. Earthwork performed during the wet-weather season may require expensive measures such as cement treatment or imported granular material to compact fill to the recommended engineering specifications. If earthwork is to be performed or fill is to be placed in wet weather or under wet conditions when soil moisture content is difficult to control, the following recommendations should be incorporated into the contract specifications.

Earthwork should be performed in small areas to minimize exposure to wet weather. Excavation or the removal of unsuitable soils should be followed promptly by the placement and compaction of clean engineered fill. The size and type of construction equipment used may have to be limited to prevent soil disturbance. Under some circumstances, it may be necessary to excavate soils with a backhoe to minimize subgrade disturbance caused by equipment traffic; The ground surface within the construction area should be graded to promote run-off of surface water and to prevent the ponding of water;

Material used as engineered fill should consist of clean, granular soil containing less than 5 percent fines. The fines should be non-plastic. Alternatively, cement treatment of on-site soils may be performed to facilitate wet weather placement;

The ground surface within the construction area should be sealed by a smooth drum vibratory roller, or equivalent, and under no circumstances should be left uncompacted and exposed to moisture. Soils which become too wet for compaction should be removed and replaced with clean granular materials;

If cement or lime treatment is used to facilitate wet weather construction, GeoPacific should be contacted to provide additional recommendations and field monitoring.

Structural Foundations

Shallow, conventional isolated or continuous spread footings shall be used to support the proposed structure, provided they are founded on competent native soils, or compacted engineered fill placed directly upon the competent native soils. A maximum allowable bearing pressure of 2,000 pounds per square foot (psf) is assumed for designing the footings. Allowable bearing pressures may be increased by overexcavating beneath footings and placing crushed rock backfill in the overexcavation zone. An allowable bearing pressure of 3,000 psf for designing the footings where a minimum 12-inch thickness of crushed rock is placed below bottom of footing grade. Minimum footing widths should be determined by the project engineer/architect in accordance with applicable design codes.

Wind, earthquakes, and unbalanced earth loads will subject the proposed structure to lateral forces. Lateral forces on a structure will be resisted by a combination of sliding resistance of its base or footing on the underlying soil and passive earth pressure against the buried portions of the structure. For use in design, a coefficient of friction of 0.5 is assumed along the interface between the base of the footing and subgrade soils. Passive earth pressure for buried portions of structures may be calculated using an equivalent fluid weight of 390 pounds per cubic foot (pcf), assuming footings are cast against dense, natural soils or engineered fill. The recommended coefficient of friction and passive earth pressure values do not include a safety factor. The upper 12 inches of soil should be neglected in passive pressure computations unless it is protected by pavement or slabs on grade.

Footing excavations should be trimmed neat and the bottom of the excavation should be carefully prepared. Loose, wet or otherwise softened soil should be removed from the footing excavation. The special inspector shall observe

foundation excavations prior to placing crushed rock, reinforcing steel and formwork, to verify that an appropriate bearing stratum has been encountered and that soils are suitable to support the planned loads.

The above foundation recommendations are for dry weather conditions. Due to the high moisture sensitivity of engineered fill and native soils, construction during wet weather is likely to require over-excavation of footings and backfill with compacted, crushed aggregate. The need for, and depth of over-excavation, should be determined in the field by the special inspector based on soil and moisture conditions at the time.

DIVISION 32 EXTERIOR IMPROVEMENTS

The costs to mitigate wetlands or impacts on wetlands are excluded. Seller does not anticipate the need to mitigate wetlands on the Subject Property other than meeting the sensitive area conditions known and planned for at the NE corner of the site, accordingly no costs are allowed for in Purchase Price Breakdown either directly or by allowance and contingency other than what is delineated on the existing Schematic Plans and Purchase Price Breakdown.

Paving and Surfacing

Paving to include 0.2 FT. of 5/8" - base rock for leveling over the entire Paving area compacted to 95% ASTM D1557 with 0.3 FT. Asphalt Paving. Edge of paving to be approximately 12" from face of curb to allow for Extruded curbs.

Curbing shall be 6" high extruded concrete. Pavement striping at the parking areas shall be 4" wide paint (white).

Site Improvements

Approximate Fencing & Gate Automation is included as follows:

- Fencing, slatting and screening shall meet all City of Oregon City planning requirements.
- 962 LF of 6' Chain Link Site Perimeter Fence (or as allowed by code)
- 2-24'x6' Full Cantilever Slide Gates w/ Operators including drive over exit loops and card reader access pedestals. Access system shall be coordinating with County supplied building card access system.
- 713 LF of 6' Chain Link with 1-12'x6' Double Gates
- 83 LF of 20' Tall including 2-10'x10' Rolling Gates

- CHAIN-LINK FENCE

A. Steel Chain-Link Fence Fabric:

1. Mesh and Wire Size to be 3.76mm wire woven in 90mm x 140mm diamond mesh. Top and bottom to be knuckled finish.

2. Zinc-Coated Fabric: ASTM A 392, with zinc coating applied to steel wire mesh fabric after weaving with Type 1, Class D, or Aluminum-Coated (Aluminized) Fabric: ASTM A 491.
3. Wire fabric ties, wire ties, and hog rings may be zinc coated steel wire, aluminum coated steel, or aluminum alloy as elected, regardless of the type of wire fabric used
4. Tension Wire shall have a Class 2 coating.
5. Fabric Selvage twisted at top selvage and knuckled at bottom.

A. Industrial Fence Framing: Comply with the following:

1. Round Steel Pipe: Standard weight, Schedule 40, galvanized steel pipe complying with ASTM F 1083. Comply with ASTM F 1043, Material Design Group IA, external and internal coating Type A, consisting of not less than 1.8-oz./sq. ft. (0.55-kg/sq. m) zinc; and line, end, corner, and pull posts and top rail per requirements for light industrial fence.
2. Post Brace Rails: Match top rail for coating and strength and stiffness requirements. Provide brace rail with truss rod assembly for each gate, end, and pull post. Provide two brace rails extending in opposing directions, each with truss rod assembly , for each corner post and for pull posts. Provide rail ends and clamps for attaching rails to posts.
3. Top Rails: With swedged-end or fabricated for expansion-type coupling.
4. Intermediate Rails: Match top rail for coating and strength and stiffness requirements.
5. Bottom Rails: Match top rail for coating and strength and stiffness requirements.
6. Swing Gate Posts: Furnish posts to support single gate leaf, according to ASTM F 900, sized as follows for steel pipe posts: Steel Posts for Fabric Height of 6 Feet or Less and Gate Leaf Width. 2.875-inch OD pipe weighing at least 4.64 lb. per ft.

1. GATES

- A. All gates and operable openings in site fencing shall be installed consistence in design, look and feel as the main perimeter fencing. All exterior gates and operable openings shall meet City of Oregon City planning requirements for screening and fencing.
- B. Fabricate perimeter frames of gates from same material and finish as fence framework. Assemble gate frames by welding. Provide horizontal and vertical members to ensure proper gate operation and attachment of fabric, hardware, and accessories. Space frame members maximum of 8 feet apart unless otherwise indicated .
 1. Fabric: Same as for fence unless otherwise indicated. Secure fabric at vertical edges with tension bards and bands and to top and bottom of frame with tie wires.
 1. Bracing: Install diagonal cross-bracing consisting of 5/16 inch diameter adjustable length truss rods on gates to ensure frame rigidity without sag or twist.

Monument and building signage (and lighting) are not included. Monument and building signage shall be provided by Seller.

Flagpoles and flags are not included.

Landscaping and Irrigation

The construction of all landscape and landscape irrigation work is included on a design build basis. Landscaping shall be code minimum or as required to meet any additional plan review comments. Seller has anticipated providing general screening in front of most perimeter fencing excluding gates.

DIVISION 33 UTILITIES

Site Utilities: Water Distribution, Storm Drainage, Sanitary Sewer, Gas, Electrical

Water: Site domestic water piping from the water meter is included. Water meters will be set onsite by other forces. A tee, backflow device and check valve have are included for landscape irrigation.

The cost to supply and install onsite fire hydrants is included.

Storm: An on-site storm drainage system is included.

Sanitary: A complete site sanitary sewer system is included.

Natural Gas: Gas piping to be provided to the main building by local utility company. Additional site gas piping is excluded.

Dry Utilities: Underground conduits for telephone, data and cable from the main building to the property line is included. Off-site utilities, utility modifications and utility extensions are not included.

SCHEDULE OF SPECIAL INSPECTIONS AND TESTS (Certified Third Party Inspector)

- A. Earthwork Density. Provide test for each layer of fill and backfill placed in any 1 day, for pavement beds in cuts if any, and for any other earthwork construction which will support finished surfaces or structures.
- B. Testing and inspection of reinforcing for cast-in-place concrete.
- C. Testing and inspection of cast-in-place concrete.
- D. Testing and inspection of grout.
- E. Testing of mortar. As required by the Structural Engineer of Record.

- F. Testing and inspection of structural steel and welding of structural steel. As required by the Structural Engineer of Record.
- G. Testing and inspection of metal fabrications. As required by the Structural Engineer of Record.
- H. Inspection of Plywood Shear Walls and Horizontal Diaphragms. As required by the Structural Engineer of Record.
- I. Certified mill test reports.
- J. Pre-construction tests for masonry units.
- K. Preparation and delivery to laboratory of pre-construction masonry prisms for testing.

SELLER OR ARCHITECT INITIATED CHANGES

- A. Requests will include:
 - 1. Detailed description of change, including change location and products.
 - 2. Supplementary or revised Drawings and Specifications.
 - 3. When appropriate, projected time span for making change, and specific statement as to whether or not overtime work is authorized.
 - 4. When appropriate, specific time period during which requested price will be considered valid.
- B. Such request is for information only, and is not an instruction or authorization to execute the change or an order to stop work in progress.

CONTRACTOR INITIATED CHANGES

- A. Requests shall include:
 - 1. Description of proposed change.
 - 2. Statement of reason for making change.
 - 3. Statement of effect upon Agreement Sum and Agreement Time.
 - 1. Documentation supporting any change to Agreement Sum and/or ContractTime.

DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support quotation for each unit price proposal, which has not been previously established, and each lump sum proposal with sufficient substantiating data to allow Architect to evaluate quotation.
- B. When requested by Architect, submit the following cost and time data:
 - 1. Labor required.
 - 2. Equipment required.
 - 3. Products required.
 - a. Quantity required.
 - b. Purchase source.
 - c. Unit cost.
 - d. Taxes, Insurance, and bonds.
 - e. Credit for deleted work, similarly documented.

- f. Overhead and profit.
 - g. Justification for any change in Agreement Time.
- C. Support each claim for additional cost, and for work done on time-and-material/force account basis with documentation as required for lump-sum proposal, plus the following information.
 - 1. Name of Seller's authorized agent who ordered work, and date of order.
 - 2. Dates and times of work performed, and by whom.
 - 3. Time records, including summary of hours worked, and hourly rates paid.
 - 4. Receipts and invoices for the following:
 - 5. Equipment used, including dates and time of use.
 - 6. Products used, including quantities.
 - 7. Subcontracts.
- D. Document requests for products substitutions as specified in Section 01630.

PREPARATION OF CHANGES TO THE PURCHASE PRICE BY AMENDMENT (CHANGE ORDER)

- A. Seller will prepare each Change Order.
- B. Change Order requests will describe work with attachments of any revised Agreement Documents, which define work to be changed.
- C. Change Order by Amendment will adjust Agreement Purchase Price and/or the date of Closing.

LUMP SUM PURCHASE PRICE CHANGE ORDER REQUESTS

- A. Change Order contents will be based on, either:
 - 1. County's request and Seller's responsive proposal.
 - 2. Seller's request, and as mutually agreed between Seller and County.
- B. Seller and County will sign and date Change Orders as authorization for Seller to proceed with changes that impact the Purchase Price.

UNIT PRICE CHANGE ORDER REQUESTS

- C. Change Order contents will be based on either:
 - 1. County's definition of required changes.
 - 2. Seller's recommendation.
 - 3. Survey of completed work.
- D. Unit Price amounts shall be either:
 - 1. Those stated in Agreement, if any.
 - 2. Those mutually agreed upon between Seller and County.
- E. When quantities of items affected by Change Order can be determined prior to start of work:
 - 1. Seller and County will sign and date Change Order as authorization for Seller to proceed with changes.

- F. When quantities of items affected by Change Order cannot be determined prior to start of work:
 - 1. County or Seller will issue a written authorization directing Seller to proceed with change on basis of unit prices, and will cite applicable unit prices.
 - 2. At change completion, Seller will determine work cost based upon agreed unit prices and quantities used.
 - 3. Seller shall submit documentation to establish quantities of units of each item and any claim for change in Purchase Price and Agreement Time.
- G. Seller and County will sign and date Change Order to indicate their agreement with specified terms.

TIME AND MATERIAL AND FORCE ACCOUNT CHANGE ORDERS

- A. Seller will issue Construction Change Authorization directing Contractor to proceed with changes.
- B. At Change completion, Contractor shall submit itemized accounting of change with supporting data as specified above in "Documentation of Proposals and Claims".
- C. Seller will determine allowable cost of such work, as provided in Agreement Conditions.
- D. Seller will sign and date change Order to establish change in Agreement Sum and/or Agreement Time.
- E. Seller and County will sign and date Change Order to indicate their agreement with specified terms.

SATISFACTION OF AGREEMENT CONDITIONS PRIOR TO CLOSING

AGREEMENT CONDITIONS

- A. Comply with Agreement requirements.

FINAL INSPECTION

- A. When Seller considers work substantially complete, he shall submit written certification that:
 - a. Agreement documents have been reviewed.
 - b. Seller has inspected work for compliance with the Agreement.
 - c. Work has been completed in accordance with Agreement.
 - d. Equipment and systems have been tested in presence of County's Representative and are operational.
 - e. Work is complete and ready for final inspection.
 - f. County will inspect work to verify completion status as soon as possible after receipt of Seller's Certification.
- B. Should County consider work incomplete or defective:
 - a. County will promptly notify Seller in writing, listing incomplete or defective work.
 - b. Seller shall immediately remedy deficiencies, and send second written certification to County that work is complete.
 - c. County will rein inspect work.

- C. When Architect finds work acceptable under Agreement Documents, he will request Contractor to make closeout submittals.

REINSPECTION FEES

- A. County will make 1 Substantial Completion inspection to determine any work deficiencies and 1 final completion inspection to ascertain that deficiencies have been satisfactorily corrected.
- B. Should County be required to make more than 2 inspections due to Seller's failure to correct specified deficiencies:
1. Seller will compensate County for such additional services.
 2. Seller will deduct from the Purchase Price as follows:
 - a. County's time at \$65.00 per hour.
 - b. Charges will be made for necessary travel time, auto expense computed at 35 cents per mile, room and board, and all other expenses incurred in making inspections.

EVIDENCE OF PAYMENTS AND RELEASE OF LIENS

- A. Seller shall submit the following:
1. Affidavit of payment of debts and claims.
 2. Affidavit of release of liens, including the following:
 - a. Seller's and Seller's contractor(s) release or waiver of liens.
 - b. Separate releases or waivers of lien for subcontractors, suppliers, and others with lien rights against the Subject Property, together with list of those parties.
- B. Duly sign and execute all submittals, before delivery to County.

FINAL ADJUSTMENT PURCHASE PRICE ADJUSTMENT

- A. Seller shall Submit final statement of accounting to County, including the following:
1. Original Agreement Sum.
 2. Additions and deductions resulting from:
 - a. Purchase Price Change by Agreement Amendment.
 - b. Allowance adjustments.
 - c. Deductions for uncompleted work.
 - d. Deductions for reinspection payments.
 3. Total Purchase Price, as adjusted.
 4. Previous payments.

5. Sum remaining due.

B. Seller will prepare and issue a final amendment to Agreement, reflecting approved adjustments to the new sum for execution by Seller and County prior to closing.

Supplemental Information

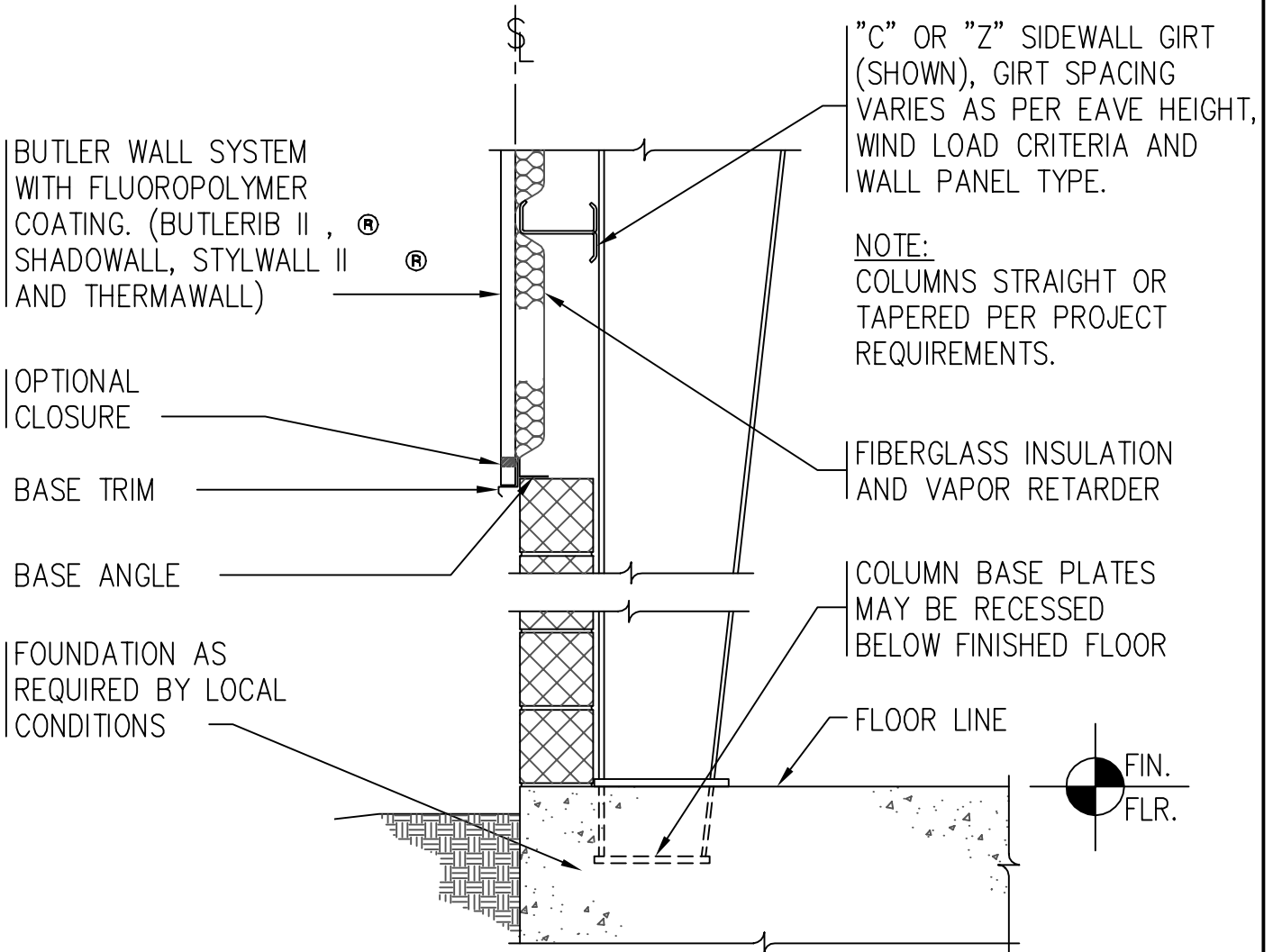


Division 5 - Typical Roof and Metal Wall Sections


Covered Parking/Fuel Station, Storage Areas, Vehicle Wash Building (as applicable on the Schematic Plans).

Division 5 - Typical Roof and Metal Wall Sections

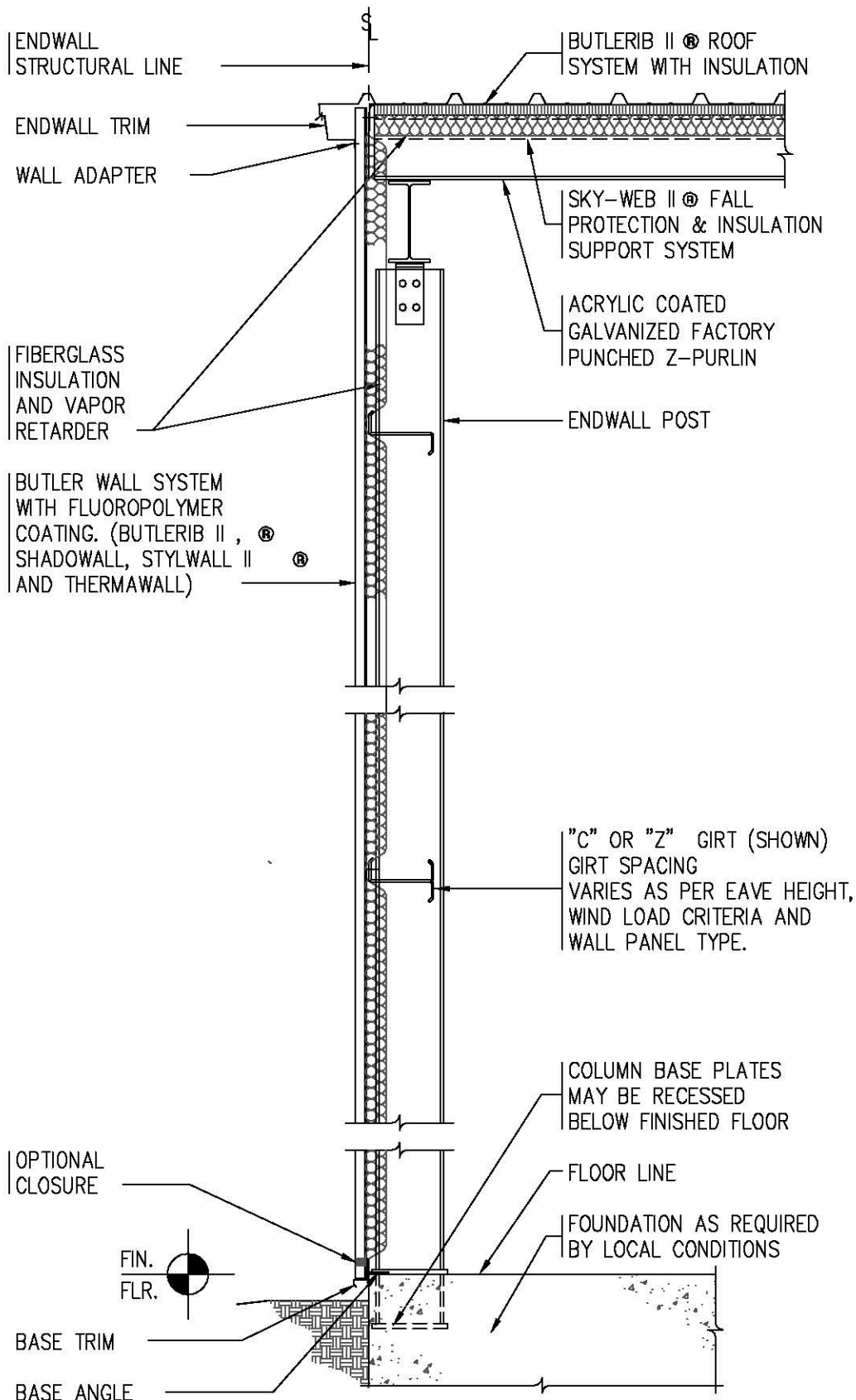
Covered Parking/Fuel Station, Storage Areas, Vehicle Wash Building (as applicable on the Schematic Plans).



XX SECTION
 XX APPLICABLE TO ALL WIDESPAN FRAMES
 SCALE: 1/2" = 1'-0"

SECTION : Sidewall	WALL : CMU	ROOF :	STRUCTURAL : Widespan
 BUTLER A BlueScope Steel Company			SIDEWALL PARTIAL HEIGHT MASONRY WALL INSET AT STRUCTURAL LINE WITH METAL WALL ABOVE
			BD 118

These details are for project planning and are not intended for construction. Butler Building products are constantly being improved; therefore, the information contained herein is subject to change without notice. Please contact your nearest Butler Builder® or Butler Manufacturing Company for the latest information.



XX SECTION
XX APPLICABLE TO ALL WIDESPAN FRAMES
 SCALE: 1/2" = 1'-0"

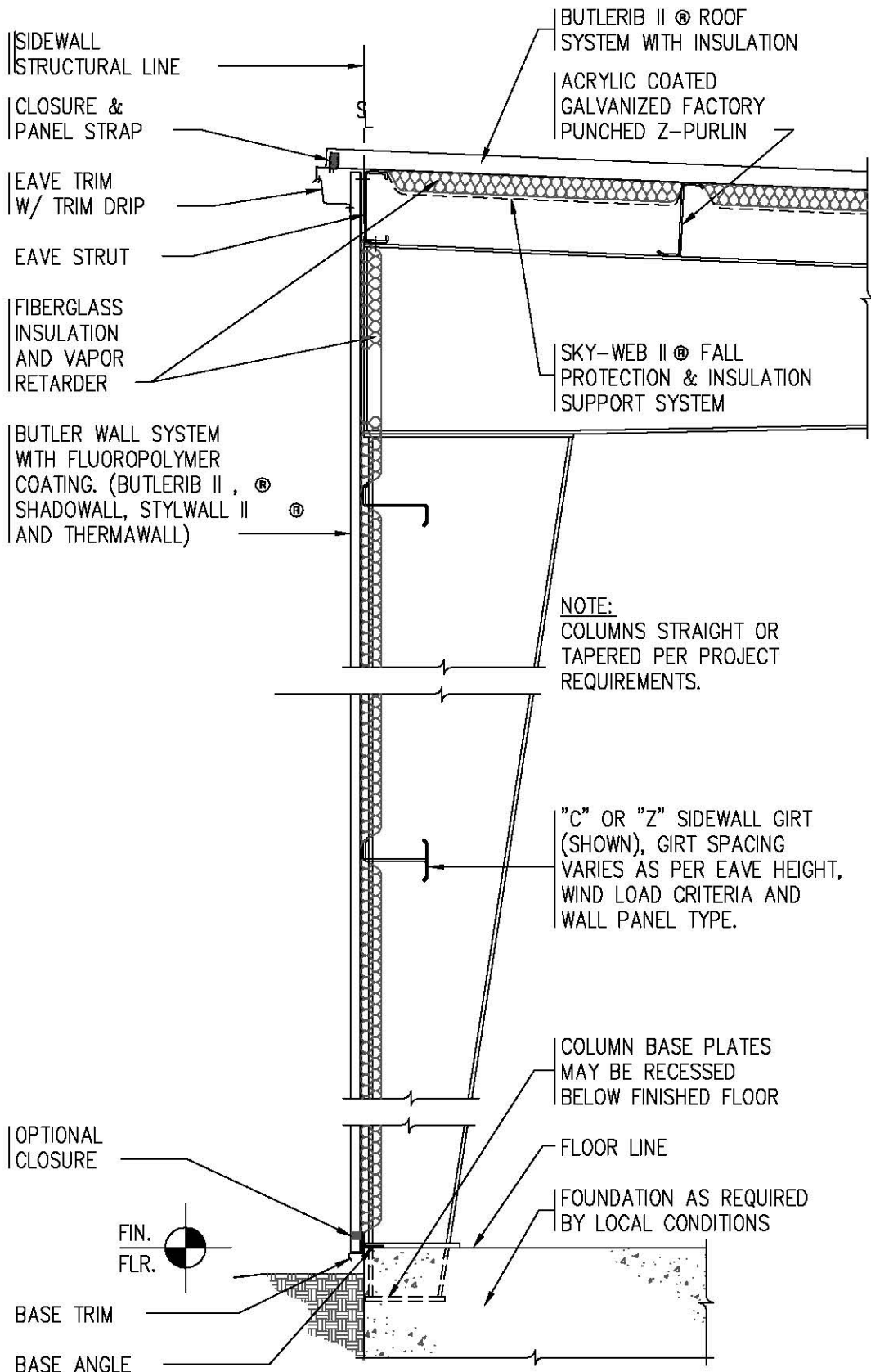
SECTION : Endwall	WALL : Metal	ROOF : BUTLERIB II	STRUCTURAL : Widespan
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**ENDWALL WITH GABLE TRIM
 AND FULL HEIGHT METAL WALL**

BD 128

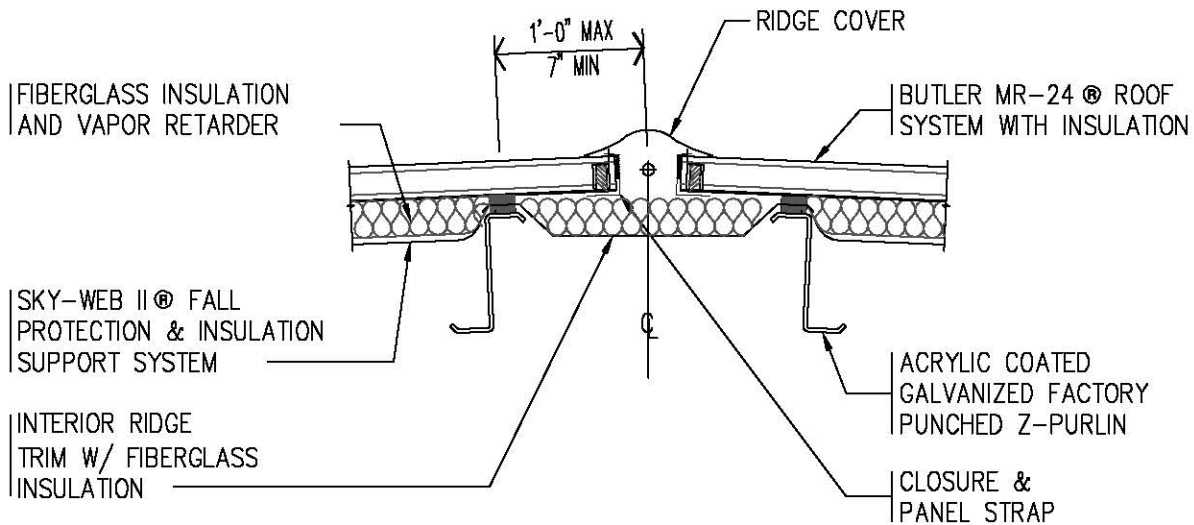
These details are for project planning and are not intended for construction. Butler Building products are constantly being improved; therefore, the information contained herein is subject to change without notice. Please contact your nearest Butler Builder® or Butler Manufacturing Company for the latest information.



XX SECTION
 XX APPLICABLE TO ALL WIDESPAN FRAMES
 SCALE: 1/2" = 1'-0"


SECTION : High Sidewall	WALL : Metal	ROOF : BUTLERIB II	STRUCTURAL : Widespan
 HIGH SIDEWALL – METAL SIDING WITH COLUMN AT STRUCTURAL LINE			BD 184

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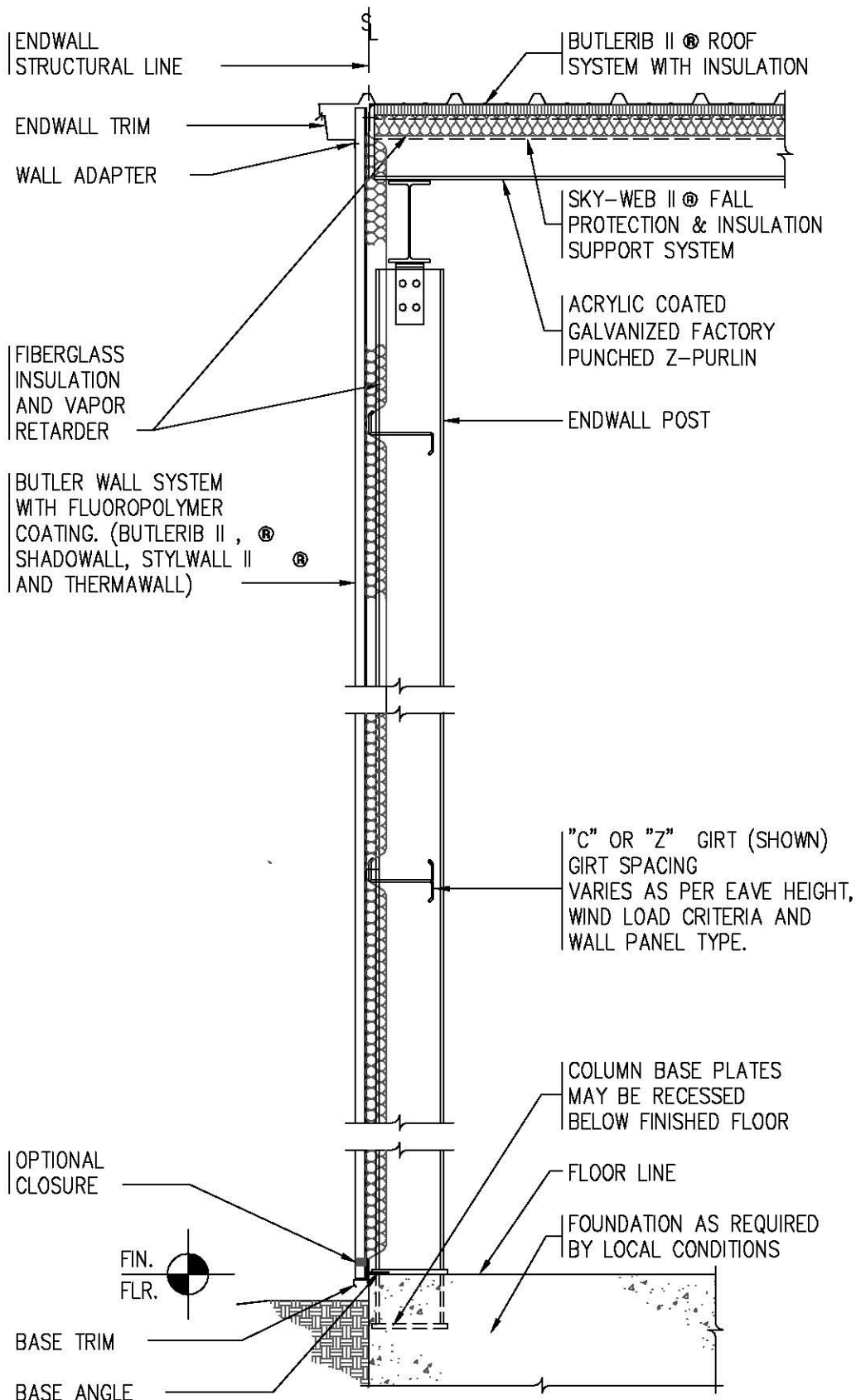


RIDGE DETAIL

APPLICABLE TO ALL WIDESPAN FRAMES
 SCALE: 3/4" = 1'-0"

SECTION : Ridge	WALL :	ROOF : MR-24	STRUCTURAL : Widespan
			RIDGE DETAIL BD210

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XX SECTION
 XX APPLICABLE TO ALL WIDESPAN FRAMES
 SCALE: 1/2" = 1'-0"

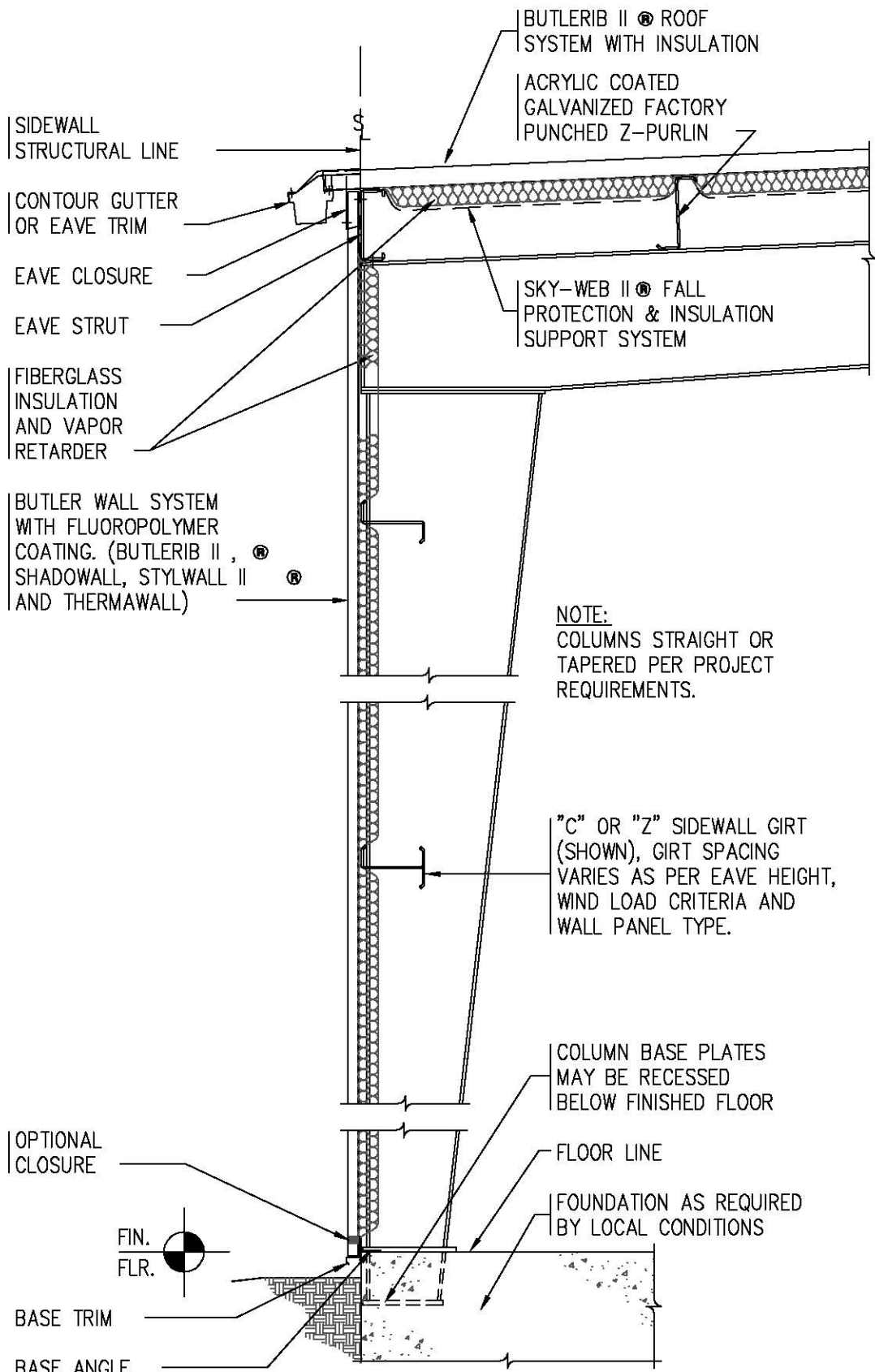
SECTION : Endwall	WALL : Metal	ROOF : BUTLERIB II	STRUCTURAL : Widespan
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BUTLER
 A BlueScope Steel Company

ENDWALL WITH GABLE TRIM AND FULL HEIGHT METAL WALL

BD 128

These details are for project planning and are not intended for construction. Butler Building products are constantly being improved; therefore, the information contained herein is subject to change without notice. Please contact your nearest Butler Builder® or Butler Manufacturing Company for the latest information.



NOTE:
COLUMNS STRAIGHT OR
TAPERED PER PROJECT
REQUIREMENTS.

"C" OR "Z" SIDEWALL GIRT
(SHOWN), GIRT SPACING
VARIES AS PER EAVE HEIGHT,
WIND LOAD CRITERIA AND
WALL PANEL TYPE.

COLUMN BASE PLATES
MAY BE RECESSED
BELOW FINISHED FLOOR

FOUNDATION AS REQUIRED
BY LOCAL CONDITIONS

XX SECTION
APPLICABLE TO ALL WIDESPAN FRAMES
SCALE: 1/2" = 1'-0"

SECTION : Sidewall	WALL : Metal	ROOF : BUTLERIB II	STRUCTURAL : Widespan
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BUTLER
A BlueScope Steel Company

**SIDEWALL METAL SIDING
WITH COLUMN AT STRUCTURAL LINE**

BD 101

These details are for project planning and are not intended for construction. Butler Building products are constantly being improved; therefore, the information contained herein is subject to change without notice. Please contact your nearest Butler Builder or Butler Manufacturing Company for the latest information.

 **Wilsonart**
LAMINATE





D91K-22 SLATE GREY



5001K-07 PEARL SEQUOIA

CONTENTS

<hr/> 04	<hr/> 06	<hr/> 08	<hr/> 11
SUSTAINABILITY	SPECIALTY & PERFORMANCE LAMINATES	WOODGRAINS	ABSTRACTS
<hr/> 13	<hr/> 14	<hr/> 15	<hr/> 16
STONE LOOKS	SOLID COLORS	METALLICS	RESIDENTIAL COLLECTION
<hr/> 18	<hr/> 19		
WILSONART® HD® LAMINATE	LAMINATE SURFACE TEXTURES		

OUR SUSTAINABILITY JOURNEY

For more than 60 years, being a responsible member of the global community has been woven into all aspects of our company culture. **Our commitment** is to provide high quality products, reliable services, secure jobs, and community support.

Zero Waste



No unnecessary materials or processes

Zero Impact



Environmentally responsible materials

Zero Barriers



Individual growth and engagement

OUR ENVIRONMENT

- ✓ Continuous product/process improvement
- ✓ Thousands of SKUs of FSC® Mix Credit Certified HPL
- ✓ Minimal impact on environment
- ✓ First North American laminate manufacturer to achieve Forest Stewardship Council® Chain of Custody Certification

PROCESSES

We strive to ensure our manufacturing and distribution processes leave minimal impact on the environment. Our sustainability programs include energy management, waste management, eco-friendly product transportation, and raw materials partnerships with suppliers who are equally committed to sustainable business practices. Visit wilsonart.com/sustainability to learn more.

PRODUCTS

Wilsonart continually innovates the laminate surface, seeking to improve sustainability without sacrificing performance. 30% of fiber used to make Wilsonart® Laminate comes from recycled sources. The recycled content in Wilsonart Laminate is certified by SCS Global Services. Our laminates are also UL GREENGUARD Gold Certified for low chemical emissions, which can assist you in earning LEED® certification. All standard Wilsonart Laminates are available on request as FSC® Mix Credit, SCS-COC-002415. Wilsonart is proud to be the first adhesive manufacturer to have its low-emitting PVA and woodworking adhesives recognized by UL's GREENGUARD Certification Program for indoor air quality. wilsonart.com/laminate-certificates.



WILSONART® LAMINATE.
WHEN PERFORMANCE MATTERS
AS MUCH AS DESIGN.

As a world-leading producer of decorative engineered surfacing products, Wilsonart delivers a wide range of innovative laminate solutions and services. With products designed to expand your inspirational horizons, Wilsonart® Laminate meets your special needs and exceeds the expectations of your most demanding clients.

1889K-07 RIBBON MARBLE

SPECIALTY & PERFORMANCE LAMINATES

Wilsonart makes a laminate surface for every need. Made to endure everything from chemical spills to fire damage, Wilsonart® Specialty and Performance Laminates are uniquely suited to handle the challenges of one-of-a-kind interiors. Visit wilsonart.com/specialty-laminate to learn more about our hard-working design options.

All Wilsonart® Laminates are suitable for use in commercial and residential settings.

WILSONART® is a trademark of Wilsonart LLC registered in the United States and other countries. HIGH DEFINITION, HD, and AEON are also trademarks of Wilsonart LLC.

8215K-12 ANTIQUE BOURBON PINE



CHEMSURF® CHEMICAL-RESISTANCE

Specifically designed for environments where chemicals and harsh cleaners are used, Wilsonart® Chemsurf® provides exceptional chemical resistance without sacrificing design or style.



FIRE-RATED

This long-lasting, beautiful laminate meets or exceeds the fire codes across the country and comes in a wide range of patterns and colors.



HIGH WEAR

Low-cost and built to take the extra wear that comes with high traffic commercial projects, Wilsonart® High Wear Laminate boasts more than five times the industry standard for abrasion resistance.



WILSONART X YOU

Customize any surface with Wilsonart X You. Bring us your designs, and we'll create a laminate that is uniquely yours. Visit wilsonart.com/wilsonartxyou.



VIRTUAL DESIGN LIBRARY

Reach beyond the wallboard with Wilsonart's expanded design library. From photo realistic imagery to abstract and artistic graphics, Wilsonart offers a wide range of patterns to fit your needs. Learn more at wilsonart.com/vdl.



RE-COVER™

RE-COVER™ combines vertical grade laminate and adhesive to create an alternative time – and money – saving option to standard laminate installation and fabrication.



COMPACT

Available in thicknesses from 1/10" to 1", Wilsonart® Compact Laminate is a durable solution for high-impact surfaces such as lockers and cabinets, elevator cabs, and toilet partitions.



CHALKBOARD

Wilsonart® Chalkboard is the perfect solution for any space or application that demands a durable and affordable writing surface, and unlike other chalkboard surfaces, it requires no special maintenance.



MARKERBOARD

The ideal laminate writing surface for classrooms, business and administrative offices, message centers, athletic facilities, or as a menu board.



COORDINATED SURFACES

The best-matched HPL, TFL Panel and Edgeband solution in surface design and texture. Visit wilsonart.com/cs.



SOLICOR™ & SOLICOR™ COMPACT

Wilsonart® Solicor™ is a specialty laminate created with a solid color core – eliminating the troublesome “brown line” of traditional laminates. A new range of our popular neutral colorthrough designs are also available in thick Solicor™ Compact laminate.



TRACELESS™

Wilsonart® Traceless™ Laminate is a high-tech, fingerprint-resistant surface that refuses smears, smudges and streaks. Accompanied by a velvety texture, your senses will swoon over this soft-to-the-touch, super matte finish.



WOODGRAINS

17004K-57 CARTER OAK

WOODGRAINS

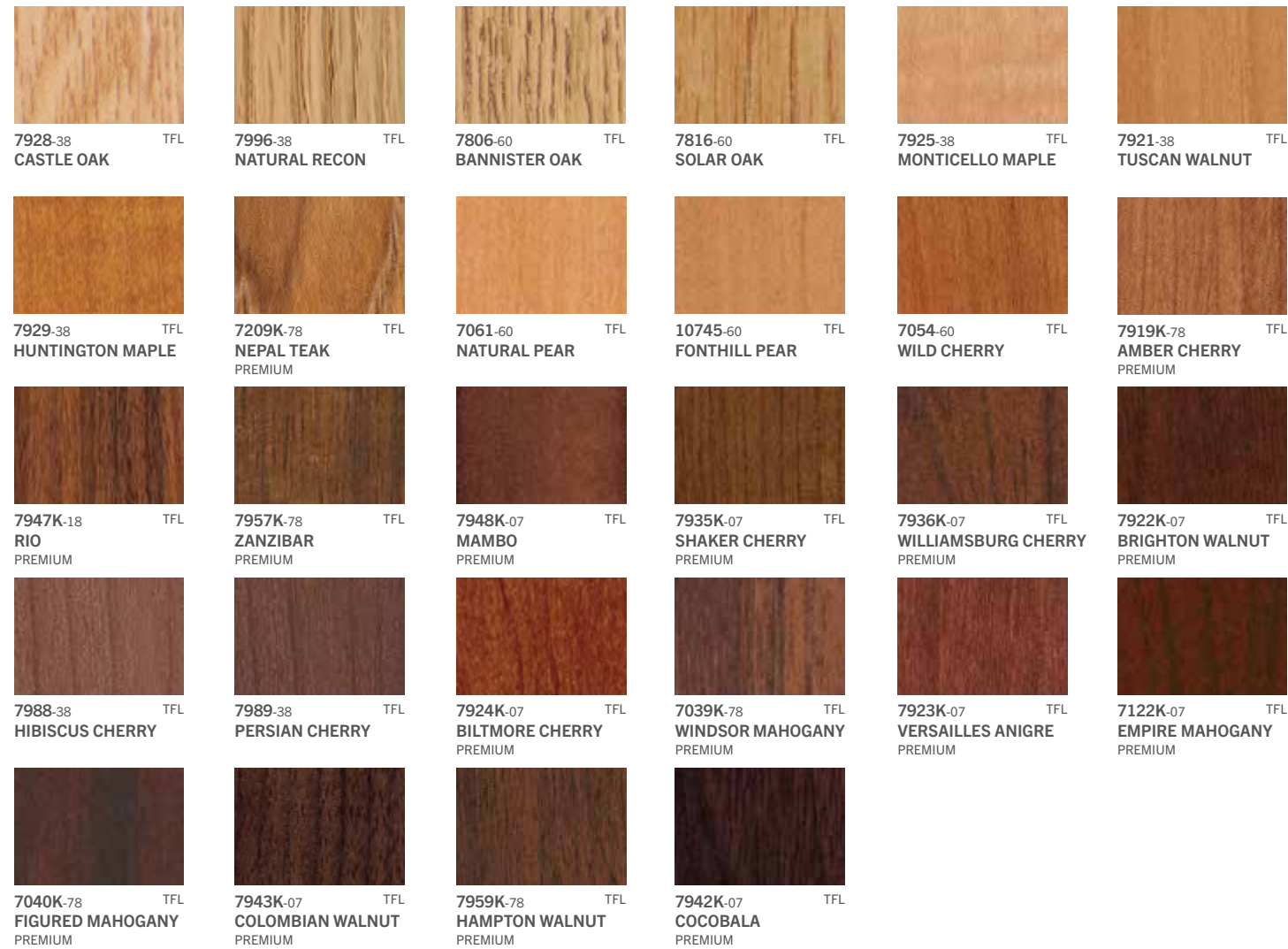
ALIGNED TEXTURE

Aligned Texture is the latest innovation from Wilsonart, using synchronized texture and visual pattern for designs with striking clarity and richness. The first dynamic collection of six woodgrain colorways features the Aligned Oak texture (-57) – where authentic realism is brought to the surface as each elegantly aged oak design exhibits the natural dimension and feel of real wood.



7943K-07 COLOMBIAN WALNUT

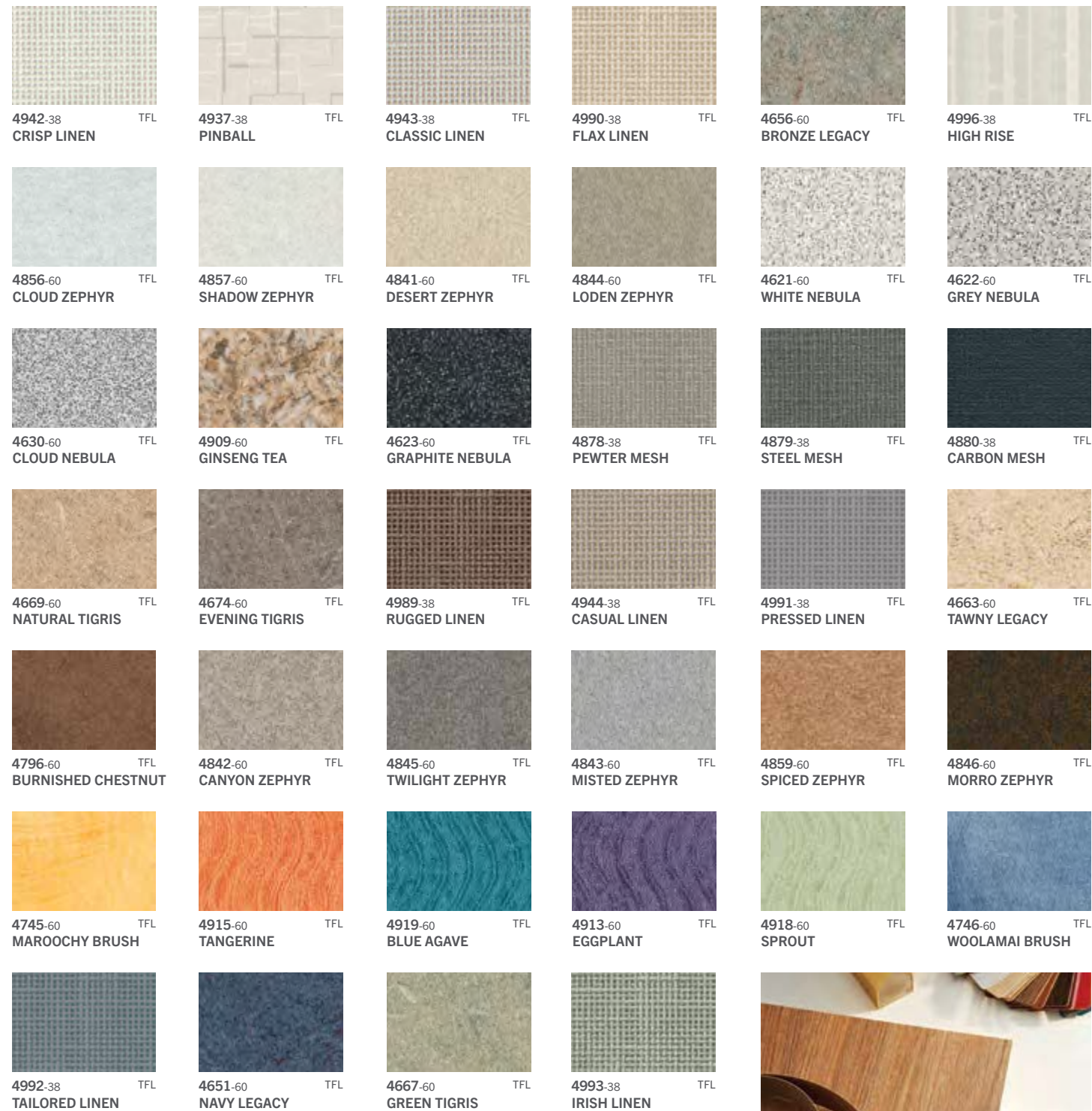
WOODGRAINS



PERFORMANCE PLUS

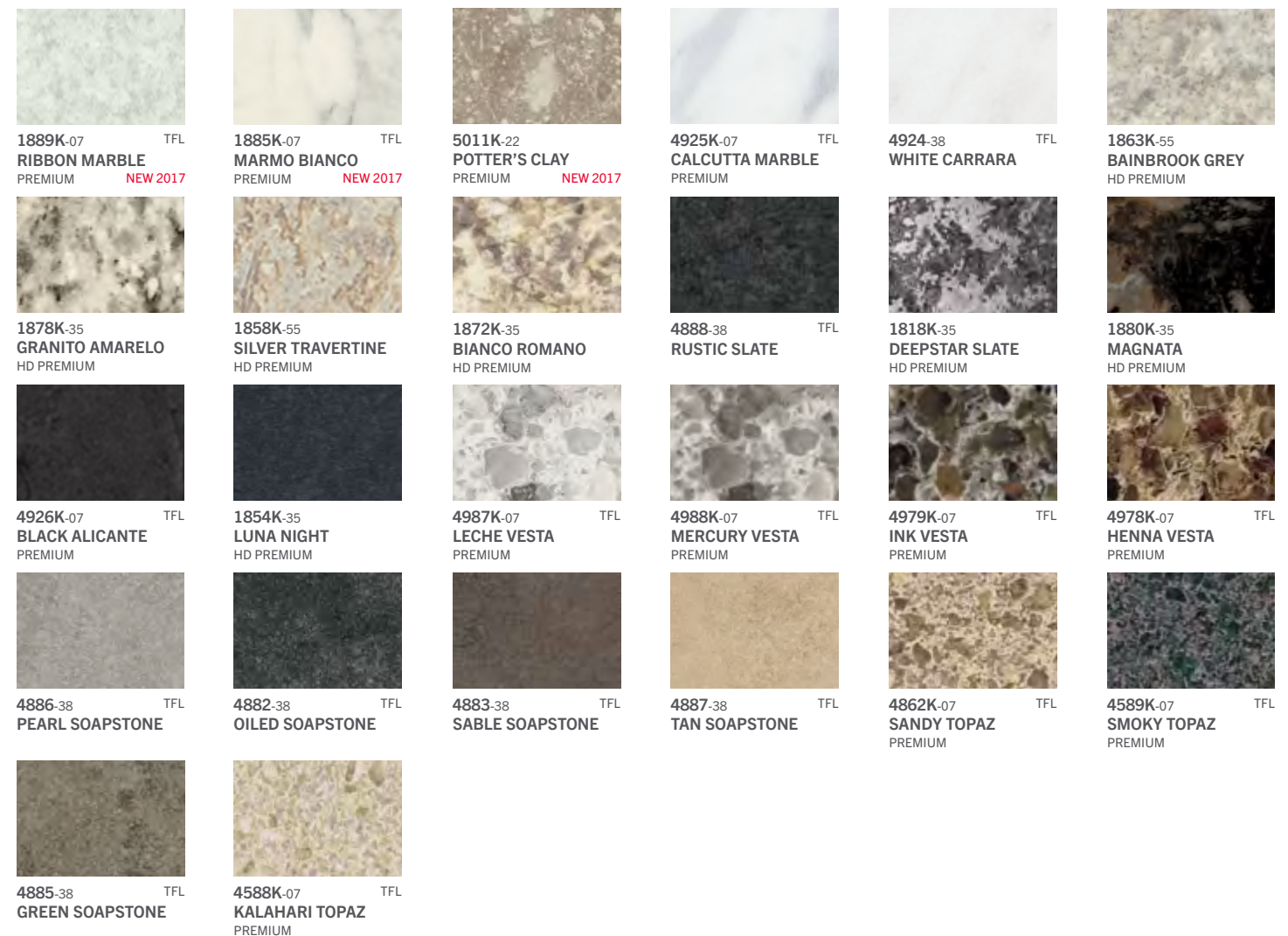
Design with confidence when using AEON™ Scratch and Scuff Resistant Performance Technology. Featured on Wilsonart® HD® and Premium designs, AEON outperforms competitive laminates with similar finishes on wear resistance, as well as scratch, scuff and mar resistance.

ABSTRACTS



TFL & EDGE BAND

Harmonized design is the hallmark of the Wilsonart® Coordinated Surfaces program, which includes Wilsonart® HPL, TFL, Edgeband, Doors & Moldings. For more information: wilsonart.com/cs.



INNOVATIVE SOLUTIONS

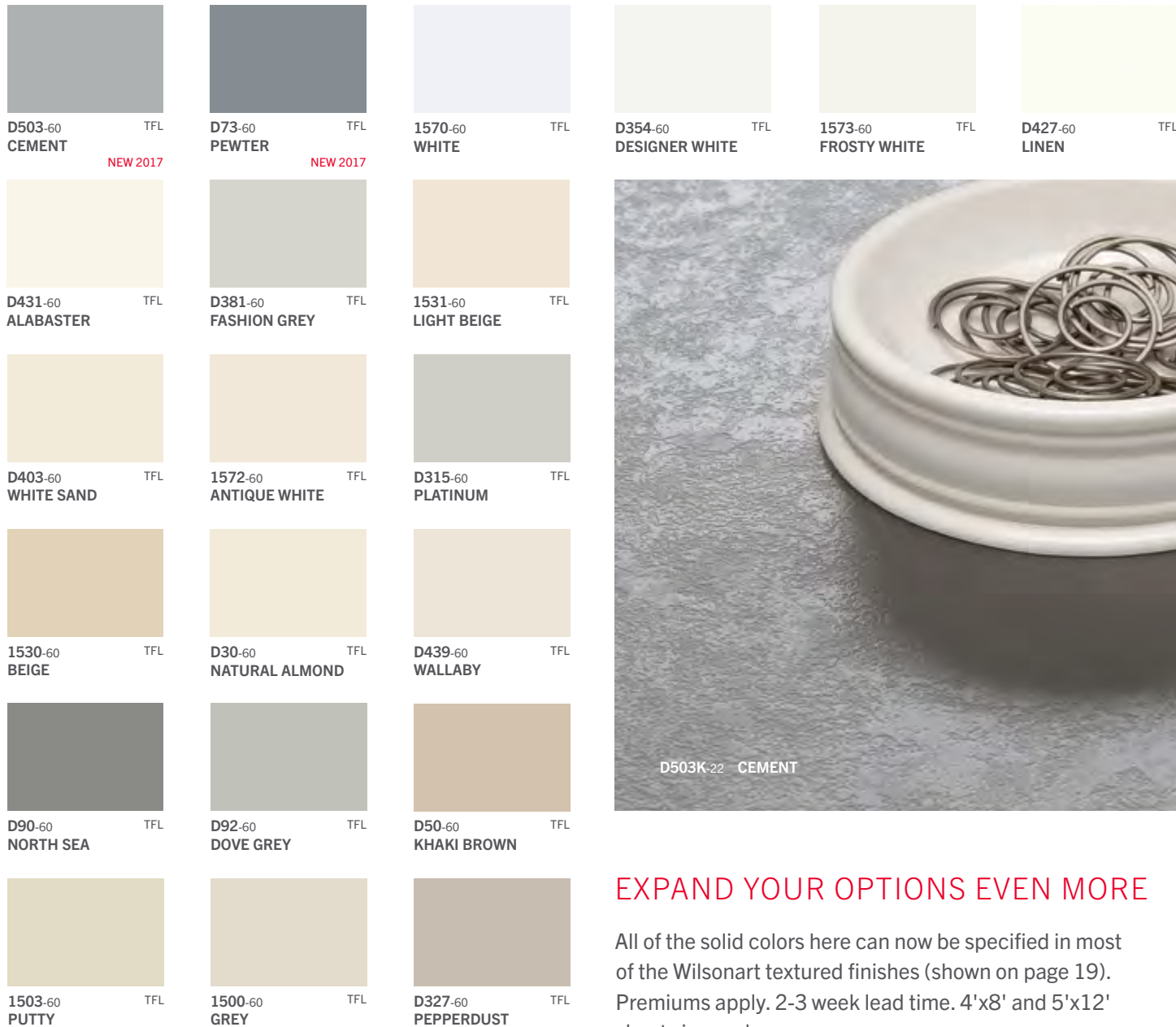
Improve your surfaces with Antimicrobial Protection featured on Wilsonart® HD® designs, found here and on page 18. Antimicrobial Protection is built directly into the laminate to protect the surface against damaging microbes such as mold and mildew that cause odors.



D354K-28 DESIGNER WHITE

SOLID COLORS

SOLID COLORS



D503K-22 CEMENT

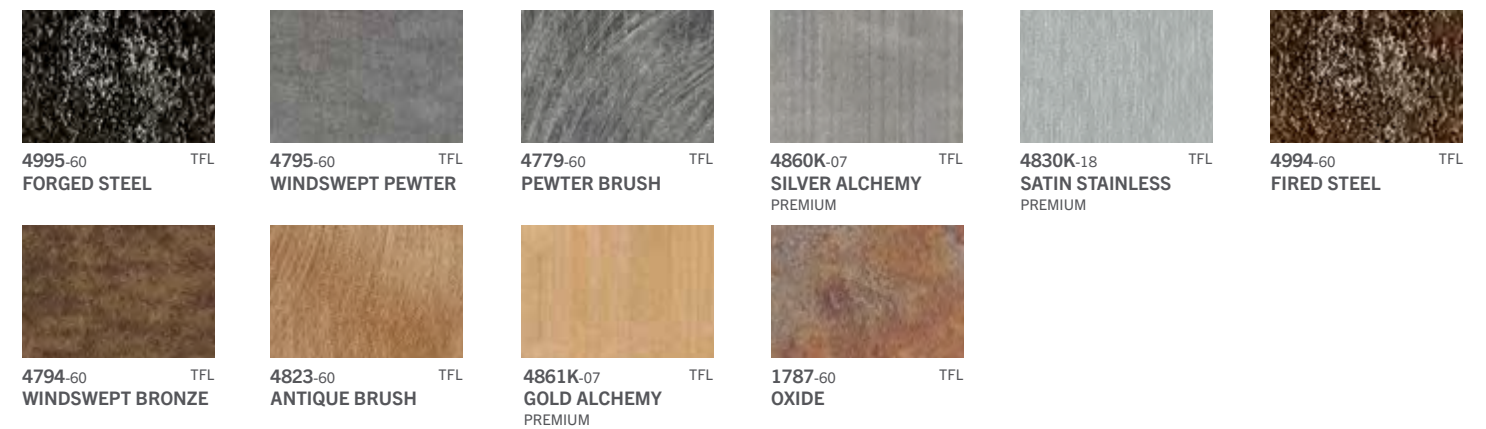
EXPAND YOUR OPTIONS EVEN MORE

All of the solid colors here can now be specified in most of the Wilsonart textured finishes (shown on page 19). Premiums apply. 2-3 week lead time. 4'x8' and 5'x12' sheet sizes only.



1787-60 OXIDE

METALLICS

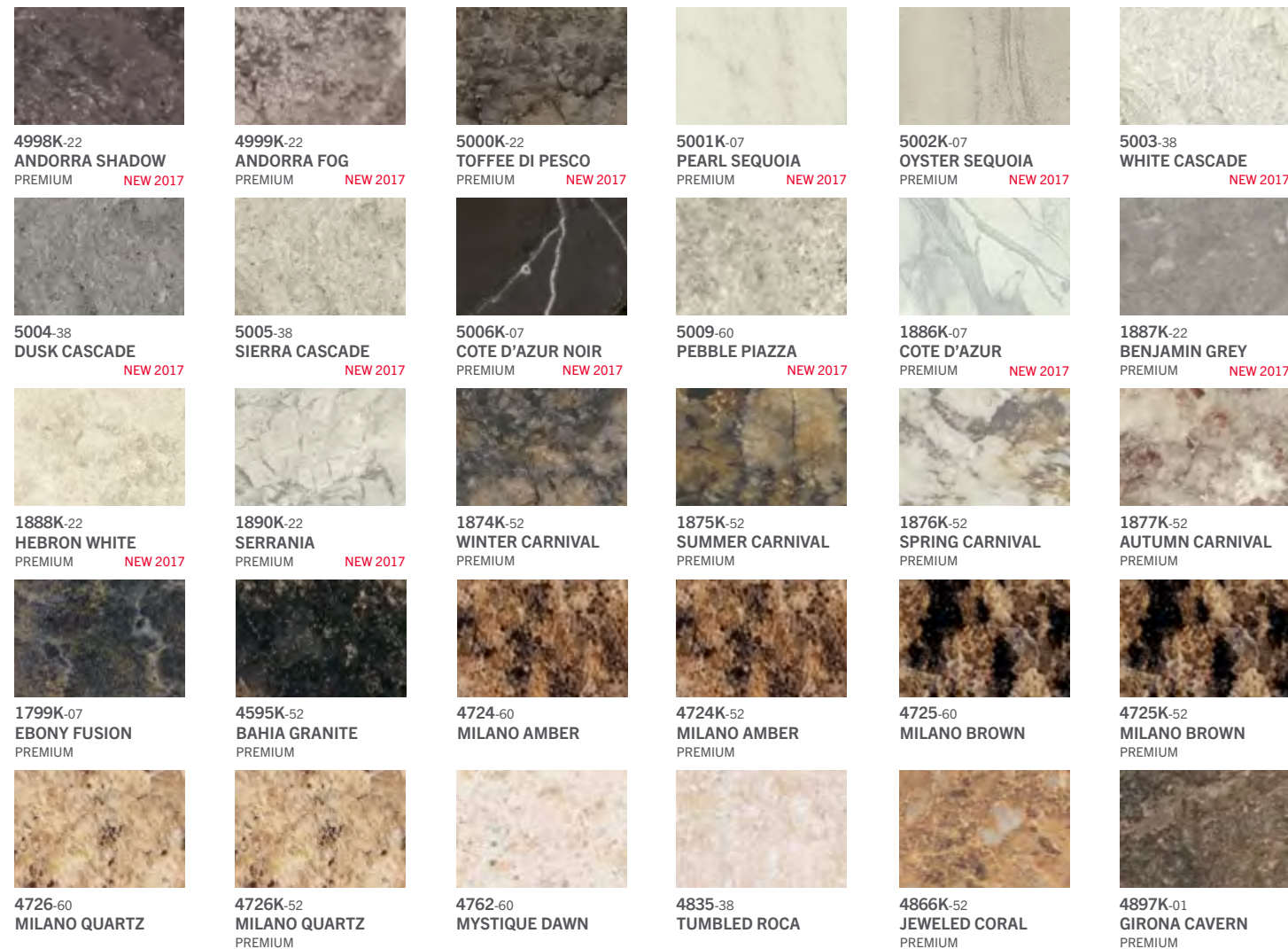




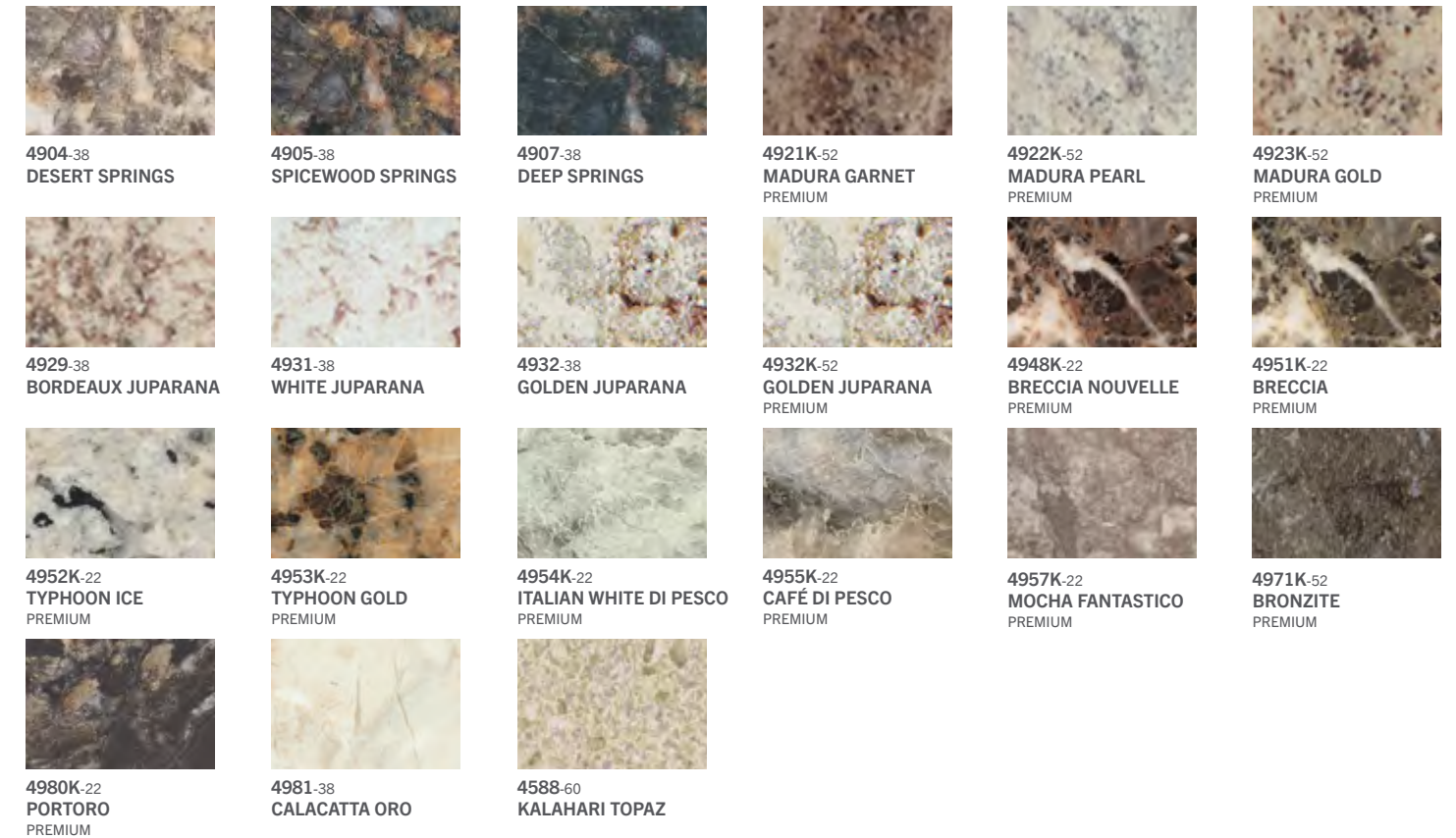
4998K-22 ANDORRA SHADOW

RESIDENTIAL COLLECTION

Wilsonart offers a flattering collection of décors sure to suit any style. From rich or cool neutrals to bold or subtle patterns, the creative possibilities in this collection are limitless. These exceptional designs are only made better by enjoying the same performance standards found in our commercial line.



RESIDENTIAL COLLECTION



DECORATIVE EDGES

Wilsonart® Decorative Edges for laminates forever eliminates the dreaded brown seam line. Choose from two unique, architectural options to add the perfect finishing touch to tables, desks and reception counters. Available in all Wilsonart® designs.



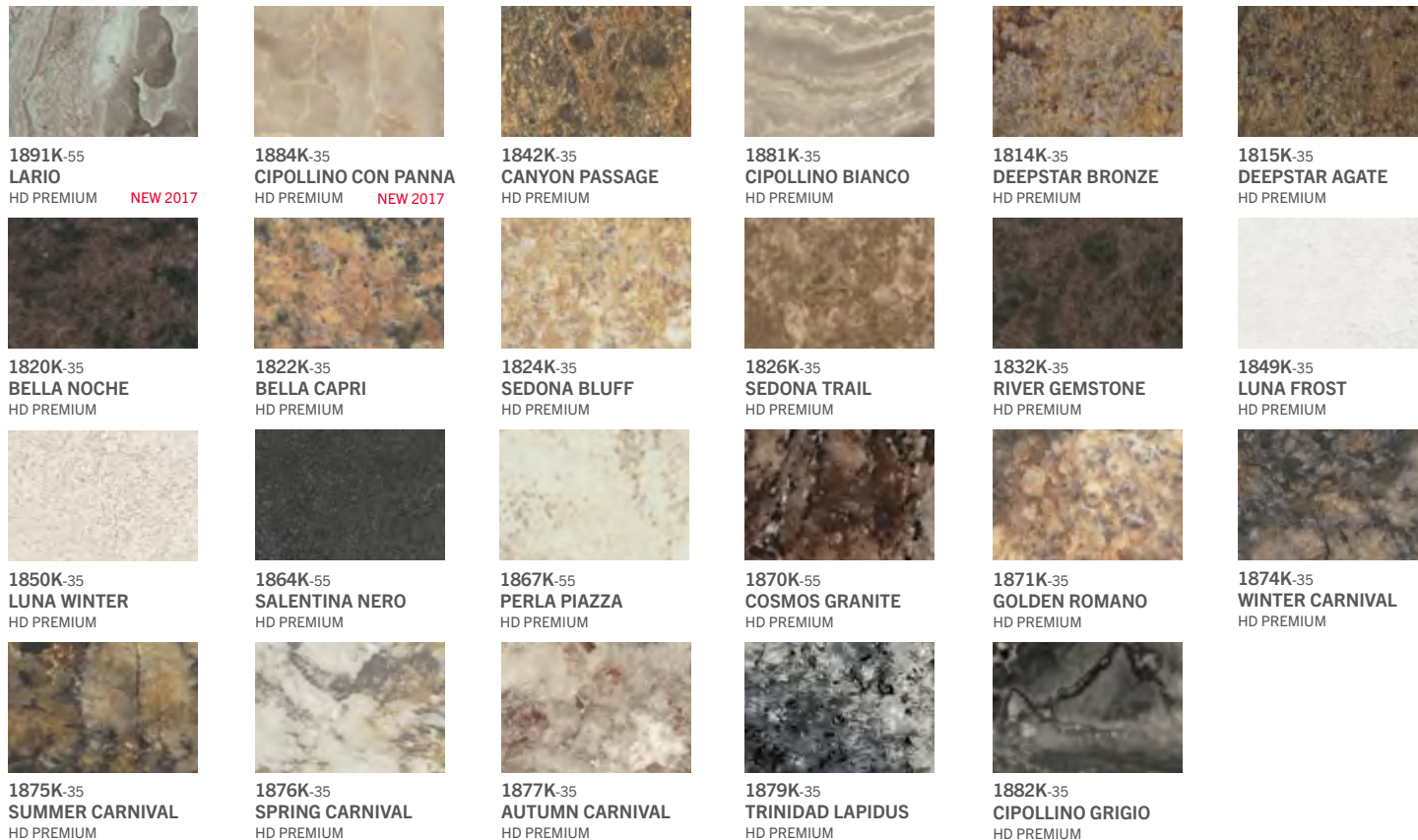
5005-38 SIERRA CASCADE



WILSONART® HD® LAMINATE

1891K-55 LARIO

A fusion of beauty and state-of-the-art technology, Wilsonart® HD® Laminate is the hardest wearing Wilsonart® Laminate yet designed. Wilsonart HD Laminate with Antimicrobial Protection and AEON™ Enhanced Scratch & Scuff Resistant Technology is intended for residential applications and many commercial applications including countertops, work surfaces, checkout counters, and tabletops.




Not all designs are shown at 100% scale. Colors shown are printed reproductions. For maximum fidelity, please request product samples. Optional finishes may be available by special order. Call your distributor for details.

LAMINATE SURFACE TEXTURES




#01 HIGH GLOSS - PREMIUM

 A mirror sheen finish, which gives a smooth, brilliant appearance. Recommended for horizontal applications such as countertops and light-to-medium commercial applications. Excellent for vertical application.




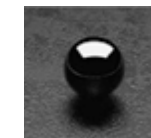
#12 SOFTGRAIN - PREMIUM

 A dense, woodgrain structure that is low gloss and soft to the touch. Subtle highlights of reflectivity randomly occur within the embossed grains, creating a sophisticated raw wood look. Recommended for horizontal and vertical application.




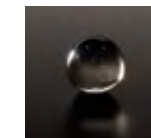
#18 LINEARITY - PREMIUM

 A directional texture running the length of the sheet, having a narrow, random, matte-gloss linear quality. It is complementary to linear woodgrains, and linear patterns and provides dimension and visual movement to solid colors. Recommended for horizontal and vertical application.



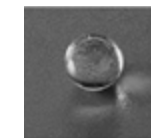
#22 ANTIQUE - PREMIUM

 A mixture of varying low gloss features combined with organic movement, indicative of the surface of an aged stone or an antique metal. Recommended for horizontal and vertical application.



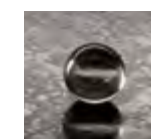
#38 FINE VELVET TEXTURE

A smooth textured finish with moderate reflective value. Recommended for horizontal and vertical application.





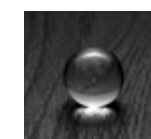
#60 MATTE

Textured finish with a moderate reflective quality. Recommended for horizontal and vertical application.





#35 MIRAGE - HD PREMIUM

  Subtle variations in matte and gloss finish connect to nature's own finishes: rough and weathered, smooth and polished. Recommended for horizontal and vertical application.




#57 ALIGNED OAK* - HD PREMIUM

  Authentic realism is brought to the surface using synchronized texture as each elegantly aged oak design exhibits the natural dimension and feel of real wood. Recommended for horizontal and vertical application.

*Not available in Textured Solids




#07 TEXTURED GLOSS - PREMIUM

 A textured finish which reproduces the high sheen of waxed wood furniture. Recommended for horizontal and vertical application.




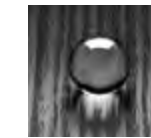
#16 CASUAL RUSTIC - PREMIUM

 A woodgrain texture with a blend of grain variations ranging from linear to subtle movement with random, irregular features. The overall low gloss surface is accented with higher sheen woodgrain ticking and random highlights. Recommended for horizontal and vertical application.




#19 LENO WEAVE* - PREMIUM

 Random intersecting horizontal and vertical lines create a geometric weave with a matte-gloss mix. Recommended for horizontal and vertical application.




#28 GLOSS LINE - PREMIUM

 A linear woodgrain texture with varied widths of narrow grain structures in an alternating mix of matte and gloss surface areas. Recommended for horizontal and vertical application.




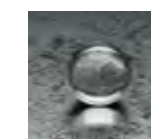
#52 QUARRY - PREMIUM

 Premium finish emulating the "pitted" look of polished natural stone. Recommended for horizontal and vertical application.





#78 FINEGRAIN - PREMIUM

 This premium finish features the polish and luxe of a real wood veneer, with a subtle, narrow grain structure that runs the length of the sheet. Recommended for horizontal and vertical application.



#55 GLAZE - HD PREMIUM

  A layering of matte features over a glaze of semi-gloss, creates this timeworn effect. Recommended for horizontal and vertical application.



Finish features AEON™ Enhanced Performance Technology, providing 3x industry standard wear resistance, improved scratch, scuff and mar performance, versus comparable competitive finishes.



ANTIMICROBIAL PROTECTION is built into the laminate to protect the surface against damaging microbes. Antimicrobial agents protect the surface from the growth of mold and mildew that cause odors when used for countertops and work surfaces.



To learn more about the countless design options available through Wilsonart® Laminate, visit wilsonart.com. For your convenience, most Wilsonart designs featured here are in stock and ready for immediate delivery from our distribution center. Sizes and finishes may vary. Call your Wilsonart distributor for availability.

Front & Back Cover:
17002K-57 FISHER OAK


ENGINEERED SURFACES

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JM TPO SYSTEMS

Single Ply Roofing



JM TPO SYSTEMS

A Company You Know and Trust



JM TPO manufacturing facility in Scottsboro, AL

JM's Commitment to Single Ply and TPO

Johns Manville (JM) is recognized as one of the industry's foremost providers of complete single ply and bituminous roofing systems. Our 150-plus-years of history as a leading manufacturer of quality building products has made JM a trusted advisor for our customers.

We have maintained our legacy by investing in products that address unique building requirements and advances in roofing technology. With over 30 years of experience in high-performance single ply roofing systems, we continue to help our customers succeed in this increasingly important marketplace. In 2012, JM dedicated a new EPDM manufacturing facility in Milan, Ohio, complementing our investment in the single ply industry.

Presently, JM is also helping our customers take advantage of the continued growth in the thermoplastic polyolefin (TPO) marketplace. With over a decade of TPO experience, JM currently has a best-in-class manufacturing facility located in Scottsboro, Alabama.

Responding to Market Demand

TPO is the nation's fastest-growing commercial membrane roofing system. In fact, it has consistently continued to outpace other roofing materials due to its ease of use and specifier confidence.

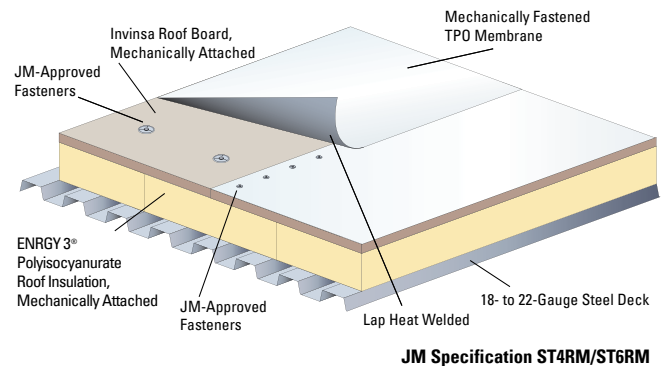
TPO takes less time to install, requires minimal maintenance, and its thermoplastic makeup and heat-weldability allow contractors to make repairs with ease.

When used in conjunction with JM's polyisocyanurate insulation boards or Invinsa® Roof Board, TPO can be installed over existing roof systems in re-cover applications. Consult your local JM sales representative for specific system requirements and local code regulations.

Benefits and Features of JM TPO

JM TPO is the result of extensive research and customer feedback. We ensure quality is added and maintained where it matters most.

One of the most critical requirements is thickness over scrim. JM sets targets above the thickness over scrim required by ASTM in order to ensure the highest long-term performance. JM also measures thickness on a continual basis across a 10-foot-wide sheet with a state-of-the-art thickness gauge to verify that the thickness valued by our customers is incorporated into the sheet.



Formulated for Success

- Cost-effective**
- Durable**
- Efficient**
- Environmentally sound**

TPO membranes are ideal for commercial roofing applications. The reinforced fabric scrim layer and top-ply thickness give TPO its durable physical properties, including:

- Long-term weathering, UV resistance and heat-aging properties
- Resistance to harsh chemicals, industrial pollutants, abrasions and punctures
- High breaking and tearing strength for superior wind uplift performance and long-term durability

Preferred in Tests by Roofing Contractors

More than 1,500 individuals — including over 1,000 welders — participated in a nationwide series of blind challenges comparing leading TPO membranes. Of the welders, 70% selected JM TPO as their membrane of choice. And of those experts who utilize TPO enough to correctly identify all membranes represented, 90% chose JM TPO as the superior product for:

- Weld window
- Seam strength
- Lay flat
- Workability

JM TPO was chosen as the best overall **six times more often than its closest competitor** — a strong statement from people who really know roofing.

Our optimized formula was also recognized to deliver high-performance ozone resistance, cool roof reflectivity and overall weather resistance.

One of the Widest Melt Windows of Any TPO Currently Available for Commercial Roofing

This promotes better welds over a wider variety of speeds and temperatures, and leads to a softer, more flexible sheet to work with for the applicator. JM TPO passes ASTM D 6878 and complements these test results with a solid — and growing — set of approvals from FM Global® and UL® (Underwriters Laboratories Inc.).

An Environmentally Smart Solution

For building owners and architects concerned about energy efficiency and reducing harmful impacts on the environment, JM helps you build green by offering a TPO product that is light colored and highly reflective. These membranes reflect solar energy to lower the heat absorbed into the facility, thus reducing air conditioning energy loads and costs.

In addition, TPO's high reflectivity can help reduce the "heat island" effect, which occurs when buildings with nonreflective materials absorb heat from the sun, increasing the temperatures in urban environments.

White JM TPO membrane is ENERGY STAR® rated and meets the stringent requirements for both LEED® (Leadership in Energy and Environmental Design) and California Title 24 when tested by the CRRC® (Cool Roof Rating Council).

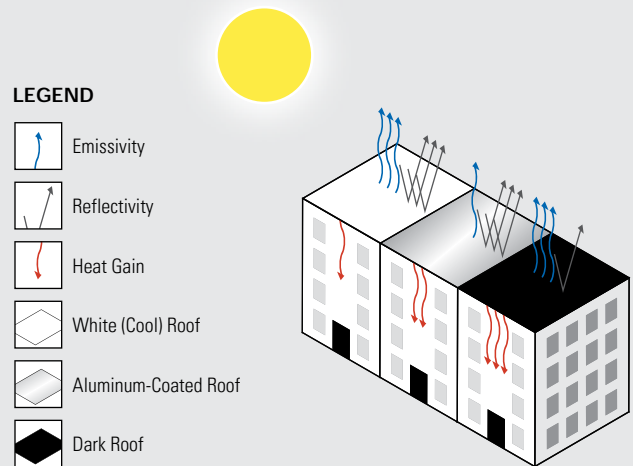
Complete TPO Solutions

TPO membranes are available in standard widths, thicknesses, lengths and colors for use in mechanically attached and fully adhered roofing systems. JM also provides a full line of innovative TPO accessories, adhesives and sealants. Customizable thicknesses, lengths and widths up to 10 feet are also possible with minimum purchases.

JM's mechanically fastened and adhered TPO roof systems are UL and FM Global approved. Our membranes meet or exceed the requirements of ASTM D 6878 Standard Specification for Thermoplastic Polyolefin Based Sheet Roofing.

For a complete listing of available TPO products and accessories, as well as applicable test methods, visit www.jm.com/roofing or contact your local JM sales representative.

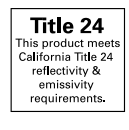
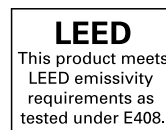
THE THEORY OF COOL ROOFS



This simple graphic illustrates the theory of cool roofs. There are many complex and related variables to consider when selecting the correct roofing product for these applications.

Solar reflectivity (or reflectance) is the fraction of solar energy reflected by the surface back to the sky.

Infrared emissivity (or emittance) is a measure of the ability of a surface to shed some of its heat away from the roof surface. High emissivity helps keep surfaces cool.



LEED is a registered trademark of the U.S. Green Building Council. Title 24 is in the Building Standards Section of the California Code of Regulations. ENERGY STAR is a registered trademark of the U.S. Department of Energy and U.S. Environmental Protection Agency.

"TPO membrane roof systems feature superior performance characteristics ... providing optimum value to the customer."

– Dominic Marino, Vice President of Waukegan Roofing Co. Inc., Chicago, IL

SUPERIOR PERFORMANCE

"TPO is white and has excellent reflectivity characteristics for the Florida sun. It goes down quickly, which allows us to dry-in the building. It is an economical, durable and long-lasting product."

– **Jay Rintelmann**, President of
Hartford South LLC, Orlando, FL



RETAIL WAREHOUSE | Jacksonville, FL

818,000 square feet of JM TPO-60

Roofing Contractor: Hartford South LLC, Orlando, FL
JM Pinnacle Council® contractor

Owned by Florida Crown Development Corporation



RANIER & SNOQUALMIE BUILDINGS | Sumner, WA

900,000 total square feet of JM TPO-45

Roofing Contractor: Tri-Star Roofing Inc., Ravensdale, WA
JM Pinnacle Council® contractor

Owned by Knapp Development



WESTGATE HOTEL | San Diego, CA

5,000 square feet of JM TPO 80 mil

Roofing Contractor: Sylvester Roofing Company Inc., Escondido, CA
JM Pinnacle Council® contractor

Owned by Westgate Hotel Group

“Commercial Roofers Inc. has been installing TPO for more than 10 years. We have found it to not only be installer friendly, but also energy compliant. It has a long, useful life expectancy and is cost-effective. This provides great benefits for the building owner.”

– **Scott Howard**, President of Commercial Roofers Inc., Las Vegas, NV, a JM Pinnacle Council® contractor

A HISTORY OF LEADERSHIP

Offering Nationwide Access to Quality TPO



JM distribution locations are set up around the country to provide timely service to our customers.

Tracy, CA | Scottsboro, AL | Hazleton, PA

Great Systems, Great Guarantees

Each TPO system from Johns Manville may be eligible for the strongest and most comprehensive guarantee in the roofing industry, the JM Peak Advantage® Guarantee.



JM offers 5, 10, 15, 20 and 25-year guarantees for new construction, complete tear-off or re-cover applications. Be sure to contact a local sales representative for specific details on how to obtain a JM Peak Advantage Guarantee that meets your needs.

TPO Membrane Systems: Fully Adhered or Mechanically Attached		
SYSTEM	TERM	THICKNESS
Good	5, 10 or 15 year	45 mil
Better	20 year	60 mil
Best	25 year	80 mil

Dedicated to Service and Support

There is untold value in working with a company that has experience, a strong reputation and acknowledged expertise.

JM uses a consultative approach to meet the needs of our professional partners.

- **Technical Support Team** – Expert field technicians are available on site to provide support and answer any roof-related questions.
- **Systems Engineering Group** – Provides assistance to design professionals to ensure the roofing system complements the building envelope for a complete, quality building package.
- **Sales and Customer Support Teams** – Logistical experts work closely with sales representatives to provide accurate product information and facilitate on-time shipments.

A Leading Single-Source Provider

Johns Manville, a Berkshire Hathaway company (NYSE: BRK.A, BRK.B), is a leading manufacturer and marketer of premium-quality building and specialty products. In business since 1858, the Denver-based company has annual sales in excess of \$2 billion and holds leadership positions in all of the key markets that it serves. Johns Manville employs approximately 7,500 people and operates 40 manufacturing facilities in North America, Europe and China.

JM offers a comprehensive line of single ply and bituminous roofing system solutions. Each system is available with quality thermal insulations, cover boards, adhesives, cements, roof coatings, specialty roofing products and the possibility of a JM Peak Advantage Guarantee.

Product Warranties

Johns Manville designs roofing products that work together to provide a one-source comprehensive roofing system solution. Total roofing system guarantees are available under the JM Peak Advantage Guarantee program. To learn more about our standard guarantee terms and conditions, talk to your local JM sales representative.

JM Peak Advantage Guarantees are available only on qualified JM roofing systems containing JM roofing products. JM standard product terms and conditions will apply to include a one-year limited product warranty.

Peak Advantage Contractor Program

To ensure quality workmanship and top-notch installation, JM offers its Peak Advantage Contractor Program. Contractors selected to participate are proven to be best in class, having lived up to the highest performance standards. These contractors have access to JM's strongest guarantees. To be assured of the best possible results on the roofing system you specify, make sure it's installed by a JM Peak Advantage Contractor.



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www.jm.com/roofing

OFFICE PROFESSIONAL



- Uniformity of all interior doors and frames – including stairwells and double egress frames
- Economical solution without sacrificing performance or quality
- Fire rated sidelights and borrowed lights available
- Ideal for either wood stud or steel stud framing



FRAME SELECTION RECOMMENDATIONS

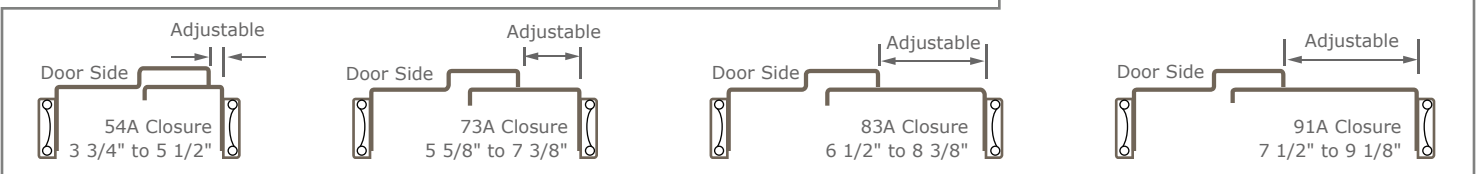
Classic
 Classic
 Adjustable
 Kerfed
 Adjustable Kerfed
 Double Egress
 Pocket Trim

		Frequency	S	C	A	CK	AK	DE	P
Common Areas	Main Entrance	H	•	•	•	•	•	•	•
	Secondary Entrance	M	•	•	•	•	•	•	•
	Corridor Offices	M	O	O	O	P	•	•	•
	Interior Offices	L	P	O	O	O	•	•	•
	Restrooms	M	P	O	O	O	•	•	•
	Meeting Rooms	L	O	O	O	P	•	•	•
	Closet SS/PR	L	P	O	O	•	•	•	•
	Sidelight		•	P	•	•	•	•	•
	Borrowed Light		O	P	O	•	•	•	•
	Mechanical/Electric	L	•	O	O	P	•	•	•
	Stairwell	L	•	O	•	P	•	•	•

FREQUENCY H = High M = Medium L = Low
 USE OF FRAME P = Preferred O = Optional • = not recommended

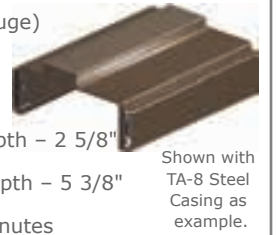
ACCESSORY HARDWARE

- TA-10** Regular Arm Closer Reinforcement – Can be used for All Frames
- TA-12** Parallel Arm Closer Reinforcement – Classic Frames only
- TA-47** Parallel Arm Closer Reinforcement – Kerf Frames only



CLASSIC FRAME **S C**

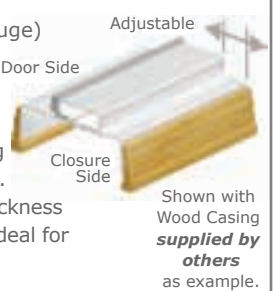
S-Series (20 gauge)
 General use for all interior openings.
 Minimum Jamb Depth – 2 5/8"
 Maximum Jamb Depth – 5 3/8"
 Fire Rating – 90 Minutes (Minimum Jamb Depth 3 3/8" for rating)
 Maximum Door Weight – 500 lbs.



C-Series (18 gauge)
 General use for all interior openings requiring additional strength and impact resistance of 18 gauge steel.
 Minimum Jamb Depth – 2 5/8"
 Maximum Jamb Depth – 13"
 Fire Rating – 90 Minutes (Minimum Jamb Depth 3 3/8" for rating)
 Maximum Door Weight – 500 lbs.

ADJUSTABLE FRAME **A**

A-Series (18 gauge) Adjustable
 Use for interior openings with uneven or odd sized walls requiring non-stock wall size.
 Adjustable jamb thickness makes this frame Ideal for remodel projects.
 Minimum Jamb Depth – 3 3/4"
 Maximum Jamb Depth – 12"
 Fire Rating – 90 Minutes
 Maximum Door Weight – 500 lbs.



OFFICE PROFESSIONAL

KERFED

CK

CK-Series (18 gauge)

Use for interior and exterior openings requiring a seal against smoke, sound, weather, and light. Kerfed stop with factory installed seal.



Shown with TA-8 Steel Casing as example.

Minimum Jamb Depth – 4"

Maximum Jamb Depth – 8"

Fire Rating – 90 Minutes

Maximum Door Weight – 500 lbs.



TA-46 Gasket: Weather Strip/Smoke Seal. Available in Black, Grey, White and Browntone.



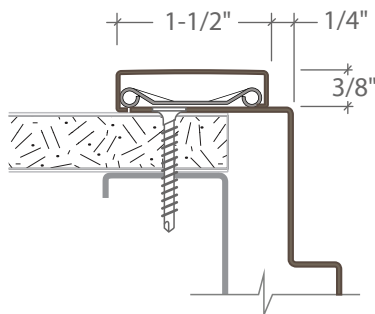
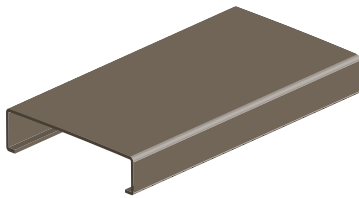
TA-55 Intumescent Seal: Weather Strip/Smoke Seal and Intumescent Seal. Allows for use of Category B Fire Door.

Available in Black and Browntone.

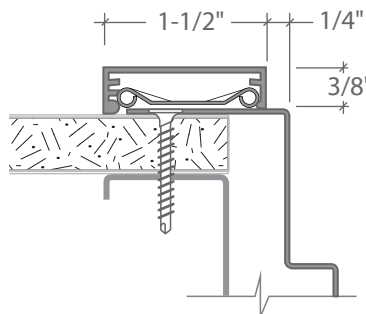
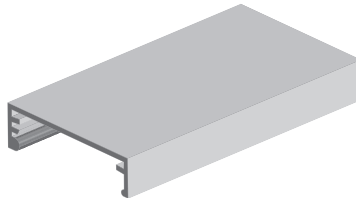


CASING RECOMMENDATIONS

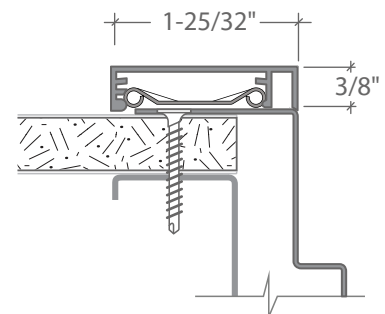
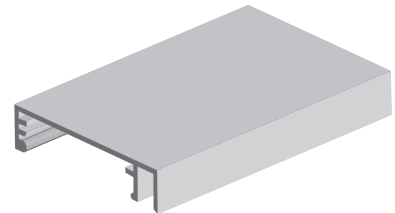
TA-8 Steel



TA-23 Aluminum



TA-28 Aluminum





EXCEPTIONAL VALUE ON COMMERCIAL DOORS & HARDWARE

trudoor.com

hollow metal doors and frames
fire-rated doors and frames
commercial door hardware
architectural wood doors



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Standard and custom hollow metal products for new and retrofit construction projects in the commercial, industrial and institutional markets. Authorized distributor of most SDI Certified brands including Steelcraft, Ceco, Curries & Mesker.

Authorized WHI Shop, enabling us to modify, re-certify and label fire-rated doors and frames



COMMERCIAL WOOD DOORS



Interior Office Doors Solid Core Architectural Grade Flush Wood Doors w Timely Frame

Solid core architectural grade flush wood doors, pre-finished wood doors, plastic laminate doors and mineral core fire doors for a variety of commercial and institutional applications, including office buildings, hotels, hospitals, medical centers, schools, apartment buildings and more. Brands include Graham and Masonite Architectural.

LITE KITS, LOUVERS & GLASS



Huge inventory of vision lite frames, louvers and glazing materials, including clear tempered, fire-rated glass ceramic and safety wire glass. Brands include Air Louvers, SCHOTT and National Guard Products.

UL Certified Shop, enabling us to cut, re-certify and label fire-rated glazing materials



COMMERCIAL DOOR HARDWARE



Authorized distributor of the leading architectural hardware brands, including Allegion Brands (Schlage, Von Duprin, LCN, Falcon, Ives) and ASSA ABLOY Brands. Value engineered options for budget conscious projects.

Authorized Allegion Distributor

FALCON ■ **LCN** ■ **SCHLAGE** ■ **VON DUPRIN**



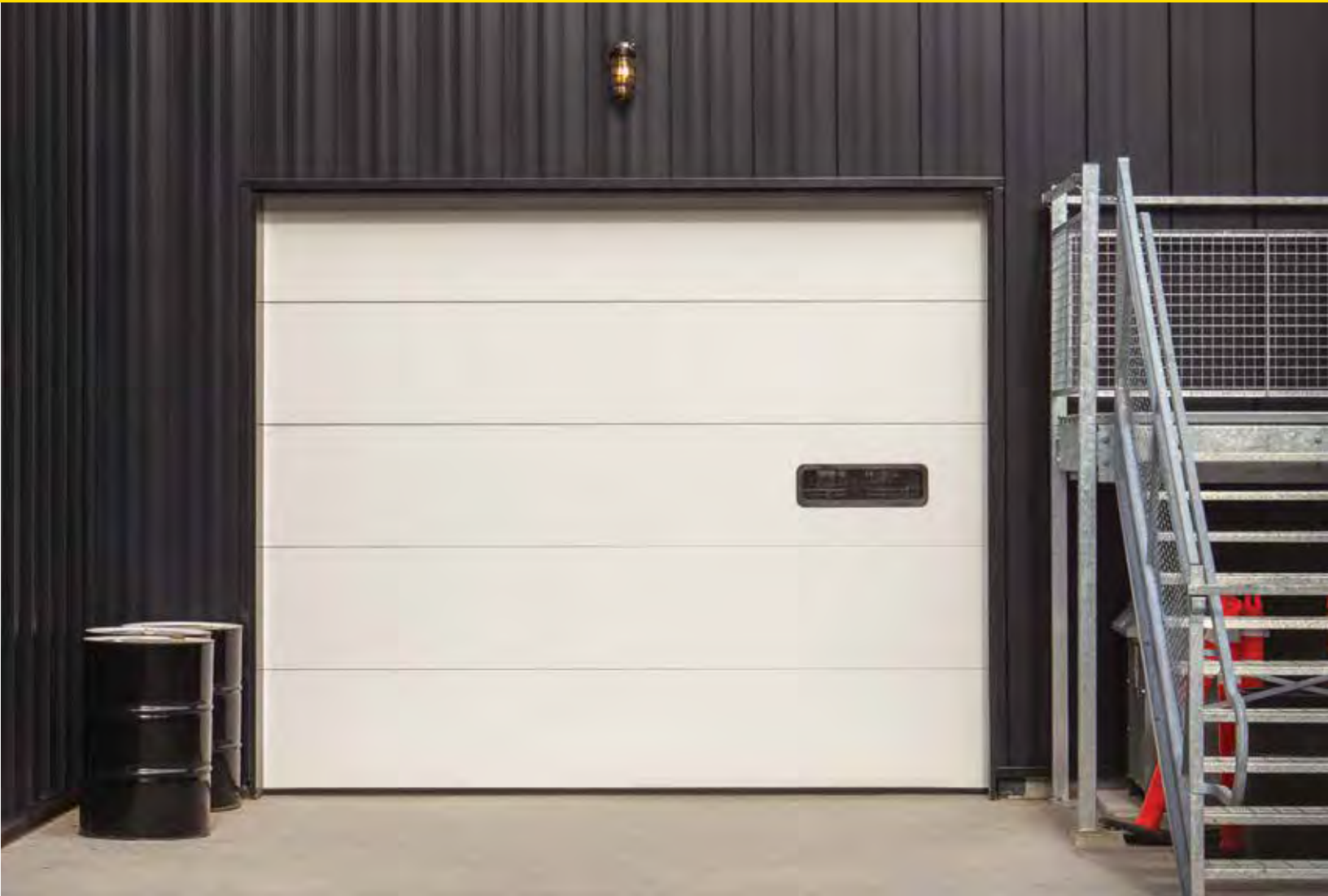
NATIONWIDE SHIPPING!



BBB Rating: A+

THERMOSPAN® 200-20

INSULATED SECTIONAL STEEL DOORS



PREMIUM THERMAL EFFICIENCY AND LOW MAINTENANCE

Thermospan® Model 200-20 offers premium thermal efficiency combined with a heavy-duty 20-gauge flush exterior surface. Continuously foamed-in-place insulation and a non-conductive thermal break between the inner and outer skins, making it the ideal door for energy-conscious architects, engineers, contractors, and building owners.

The Thermospan® Series of doors are the only doors in the industry with patented, roll-formed integral struts on each section, making them the most rigid doors available.

*Wayne Dalton uses a calculated door section R-value and U-value for our insulated doors.

- » PREMIUM THERMAL QUALITIES
R-VALUE* = 17.50
U-VALUE* = 0.057
- » STANDARD SIZES UP TO
24' 2" WIDE AND 16' 1" HIGH
- » RUGGED AND DURABLE
- » SMOOTH, FLUSH EXTERIOR FINISH
- » INTEGRAL STEEL STRUTS
FOR SUPERIOR STRENGTH
- » 10K CYCLE SPRINGS STANDARD

THERMOSPAN® 200-20

STANDARD FEATURES OVERVIEW

THERMAL EFFICIENCY

R-VALUE*	17.50 (3.09 K m ² /W)
U-VALUE*	0.057 (.324 W/K m ²)
THERMAL BREAK	Thermoplastic adhesive with rubber seal
AIR INFILTRATION	.07 cfm/ft ²

CONSTRUCTION

SECTION THICKNESS	2" (51 mm)
INTEGRAL STRUTS	Two 1-3/4" struts per section for strength and rigidity
MAX HEIGHT	16'1" (7,366 mm)
MAX WIDTH	24'2" (4,902 mm)
EXTERIOR STEEL	20-gauge
INTERIOR PER SECTION	Roll formed with two 1-3/4" integral struts sealed with polypropylene rib caps
STANDARD SPRINGS	10,000 cycles
INTERIOR COLOR	White
EXTERIOR COLOR	White

CODES AND ASTM STANDARD CLASS

STC (ASTM E 413)	Class 22
OITC (ASTM E 1332)	Class 19
ASTM E 84	Class A
UBC 17-5	Meets
ASTM D 1929	Flash ignition = 734 ° F, Self ignition = 950 ° F

WARRANTY

TERMS	Ten (10) years against cracking, splitting, rust deterioration and delamination. One (1) year against defects in material and workmanship
-------	--

OPTIONS

- Pass door
- Vision lites
- Aluminum full-view sections
- Chain hoist operation
- Motor operation
- Sensing edges
- TruChoice™ Color System
- Photo eyes
- High cycle spring (25k, 50k, 100k)
- 3" Track option
- Solid shafts
- Perimeter weatherseal
- Special track designs
- Mullions

*Wayne Dalton uses a calculated door section R-value and U-value for our insulated doors.

The Thermospan® 200-20 excels in energy efficiency and durability.

With a U-value* of .057 and a R-value* of 17.5, this door outperforms most conventional insulated steel doors, which typically have U-values between .33 and .51.

MATERIALS AND CONSTRUCTION

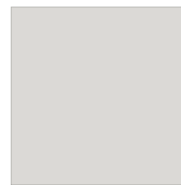
The Thermospan® 200-20 has a patented manufacturing process with a polyurethane core that is continuously foamed-in-place between the outer and inner skins.

The outer skin of the hot-dipped galvanized, structural quality steel is factory-finished with baked-on corrosion-resistant primer and a white polyester finished coat. The inner skin is also hot-dipped galvanized steel, factory-finished with the same corrosion-resistant primer and polyester finish coat.

An innovative thermal break keeps the interior skin at room temperature, preventing condensation and frost and helping to resist corrosion.

Reinforcement plates are located at all hardware attachment locations. Commercial-grade hot-dipped galvanized hardware also contributes to the this door's long service life.

FINISH OPTIONS



White Smooth
Flush Finish



Thermospan® 200-20 is available with the TruChoice® Color System, Wayne Dalton's custom painting process that offers more than 6,000 colors. See dealer for details.

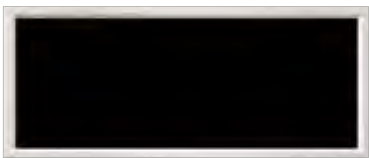
INSULATED SECTIONAL STEEL DOOR



LITE OPTIONS



~~Vision lites~~ Vision Lights are Not Included



~~Full-view lites~~ Vision Lights are Not Included

LITE OPTIONS

Joint seal prevents air infiltration and saves energy.

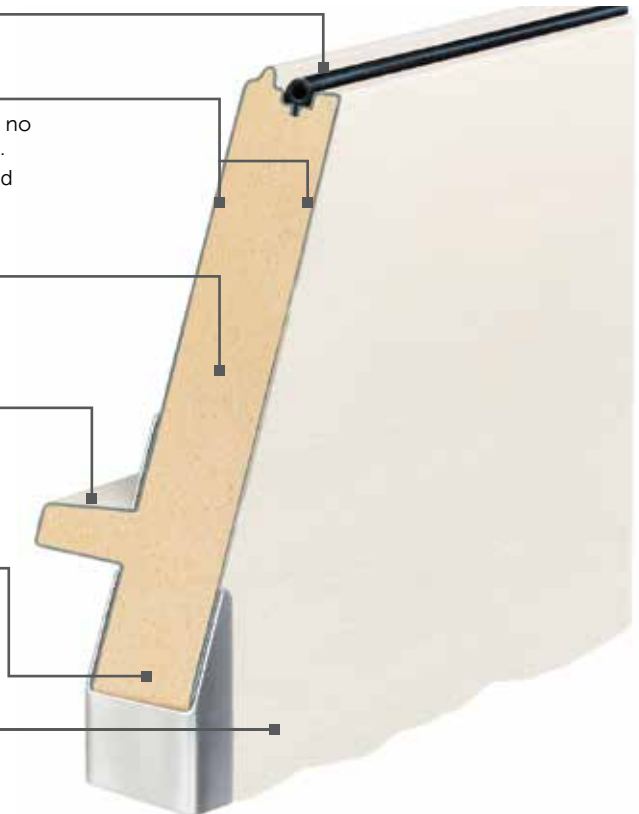
Thermal break separates inner and outer skins so virtually no heat or cold is conducted through section. Pre-painted inner and outer skins for added corrosion resistance.

Solid polyurethane core provides maximum thermal efficiency and adds to quiet operation and strength.

Integral struts Two 1-³/₄" roll-formed struts per section increases rigidity and strength.

Two-inch nominal thickness.

Heavy-duty 20-gauge smooth, flush exterior skin gives the Thermospan 200-20 excellent strength qualities, ideal for large openings.



Wind load options available

GENERAL OPERATING CLEARANCES

TYPE	HEADROOM		SIDEROOM		DEPTH INTO ROOM	CENTER LINE OF SPRINGS	
	2" TRACK	3" TRACK	2" TRACK	3" TRACK	2" AND 3" TRACK	2" TRACK	3" TRACK
Standard Lift Manual 12" R	13"-17"	NA	4.5"	5.5"	Opening Height +18"	Opening Height +12"	N/A
Standard Lift Manual 15" R	15"-20"	16"-21"				Opening Height +13"	Opening Height +14"
Standard Lift Motor Oper. 12" R	15"-20"	NA	4.5"	5.5"	Opening Height +66"	Opening Height +12"	N/A
Standard Lift Motor Oper. 15" R	15"-20"	18"-24"				Opening Height +13"	Opening Height +14"
High Lift Manual	High Lift +12"		24" One Side		18"	Opening Height -Lift +30"	Opening Height +Lift +6.5"
High Lift Motor Oper.						Opening Height +Lift +7.5"	
Vertical Lift Manual	Door Height +20"		4.5"	5.5"	18"	Double Door Height +13"	
Vertical Lift Motor Oper.			24" One Side				
Low Headroom Manual	6"-15"	6"-15"	6"	9"	Opening Height +20" to -26"	N/A	
Low Headroom Motor Oper.	9"-17"	9"-17"			Opening Height +66"		

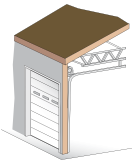
PANEL/SECTION SELECTION GUIDE

DOOR WIDTH	NUMBER OF PANELS	NUMBER OF WINDOWS	DOOR HEIGHT	NUMBER OF SECTIONS
Up to 9'2"	2	2	Up to 8'	4
9'3" to 12'2"	3	3	8'-2" to 10'1"	5
12'3" to 16'2"	4	4	10'2" to 12'1"	6
16'3" to 19'2"	5	6	12'2" to 14'1"	7
19'3" to 24'2"	6	7	14'2" to 16'1"	8
24'3" to 28'2"	Call Factory		16'2" and Up	Call Factory

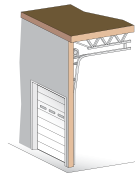
NOTES:

- For low headroom, springs must be rear mount to achieve minimum headroom listed. Front mount torsion headroom depends on drum size, and varies over the range listed. See approval drawing.
- Side-room of 8" required, one side, for doors with chain hoist.
- Headroom depends on drum size, and varies over the range listed. See approval drawing.

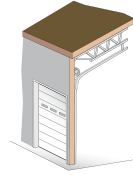
TRACK SELECTION GUIDE



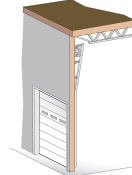
STANDARD LIFT



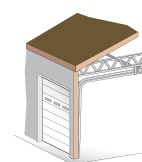
HIGH LIFT
break-away is standard, straight incline is available



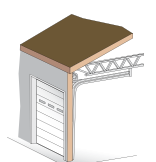
ROOF PITCH
standard or high lift



VERTICAL LIFT
break-away is standard, straight incline is available



LOW HEADROOM
rear mount torsion



LOW HEADROOM
front mount torsion



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FIRESTAR® 700

INNOVATIVE SOLUTIONS TO SAFETY AND FIRE PROTECTION



HIGH TRAFFIC SOLUTION WITH LASTING DURABILITY

Wayne Dalton's FireStar® 700 Rolling Steel Fire Door provides a practical and innovative solution to safety and fire protection. FireStar® doors can be drop-tested and reset at any time by anyone, thanks to a standard floor resettable feature.

The FireStar® 700 door features a forward-thinking design that outperforms industry standard fire doors in all areas, including easy testing capability; smooth, quiet operation; and reliable, long-lasting performance.

- » STANDARD SIZES UP TO 24' WIDE AND 24' HIGH
- » EASY TO TEST
- » NON-TENSION RELEASE
- » FLOOR RESETTABLE
- » UL/ULC/FM RATED
- » CONFORMS TO NFPA STANDARD 80

FIRESTAR® 700

STANDARD FEATURES OVERVIEW

CONSTRUCTION

MAX HEIGHT*	24' (7,315.2 mm)
MAX WIDTH*	24' (7,315.2 mm)
MATERIAL	Galvanized or Stainless Steel
CURTAIN	Interlocking roll-formed slats with alternate slats fitted with metal endlocks/windlocks
OPERATION	Lift-up standard. Chain hoist included on sizes that require it
BOTTOM BAR	Two equal angles, 0.121" min thickness, to stiffen curtain
BRACKETS	Enclose ends of coil and provide support for counterbalance pipe at each end. Fabricate of steel plates with permanently sealed ball bearings
COUNTERBALANCE	Curtain to be correctly balanced by helical springs, oil tempered torsion type. Cast iron barrel plugs will be used to anchor springs to tension shaft and pipe. 20,000 cycle
HOOD	Minimum 24-gauge galvanized or stainless steel hood fabricated of sheet metal, flanged at top for attachment to header and flanged at bottom to provide longitudinal stiffness
FINISH	Rust inhibitive primer on non-galvanized surfaces and operating mechanisms. Guides and brackets will be coated with a flat black prime paint
OPERATOR OPTIONS	Chain Hoist with gear drive reduction, wall crank box, motor operation, motor operation with electrical sensing edge, motor operation with pneumatic sensing edge
RELEASE MECHANISM	FireStar release mechanism standard on doors up to 24'x24'
MOUNTING	Structural steel, drywall over wood stud jamb, drywall over 16-gauge steel stud jamb

WARRANTY

TERMS	Two (2) year limited
--------------	----------------------

OPTIONS

- Operation options: Chain hoist with gear drive reduction; awning crank; motor operation with electrical or pneumatic sensing edge
- FM label option to include hood with steel baffle
- Wind load options available
- Awning crank
- Motor operation
- Motor operation w/electrical or pneumatic sensing edge
- Viscous governor, if required by size of door
- 22-gauge hood

FireStar® 700 Rolling Steel Fire Doors are a simple and innovative solution for your safety and fire protection needs.

Critical elements necessary in the reliable function of fire doors are incorporated as standard features with FireStar's revolutionary design.

MATERIALS AND CONSTRUCTION

The FireStar® door can be drop tested easily and reset in a matter of seconds at any time; no tools or service technicians are required.

FireStar's revolutionary design uses a patented planetary gear on the drop-out mechanism ensuring years of reliable service and drop-out performance.

The drop-out mechanism is designed to eliminate down time during drop testing while the viscous governor technology results in smoother, quieter door operation.

Factory tested and approved for a minimum of 20,000 cycles, the FireStar® door can be used and tested on a regular basis without concerns of premature failure.

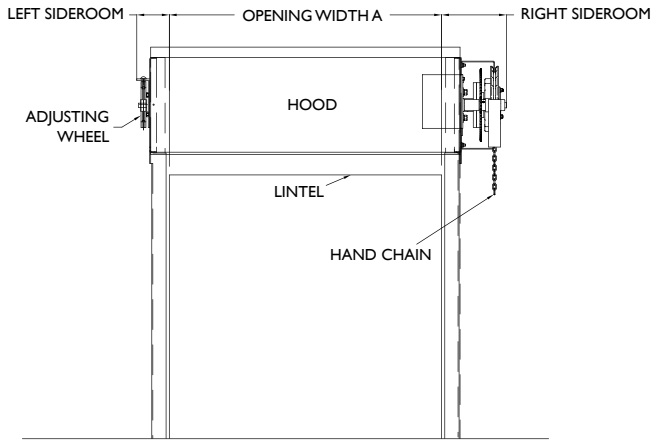
FireStar® fire doors have been tested and approved to meet the requirements of well known agencies, such as Underwriters Laboratories of Canada and Factory Mutual, and conform to NFPA Standard 80.

Wayne Dalton incorporates one standardized component design for all FireStar® doors† regardless of size, and utilizes fewer parts than other models. This helps to ensure more accurate installations and reduces the possibility of potential service calls in the future.

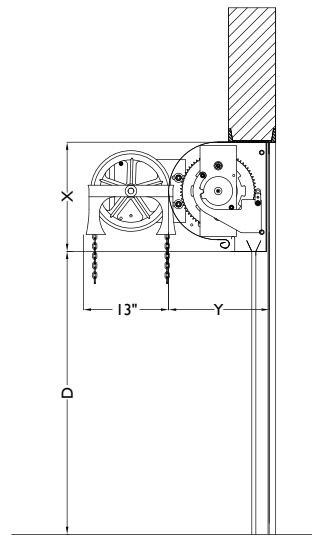
† Doors up to 24'x24'

*Consult factory for larger sizes

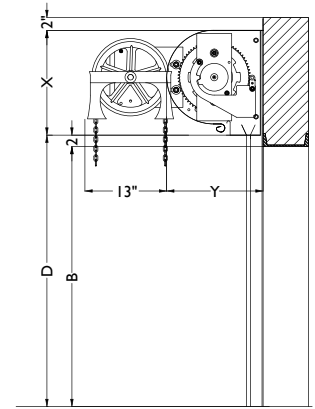
CHAIN HOIST OPERATION



FRONT ELEVATION

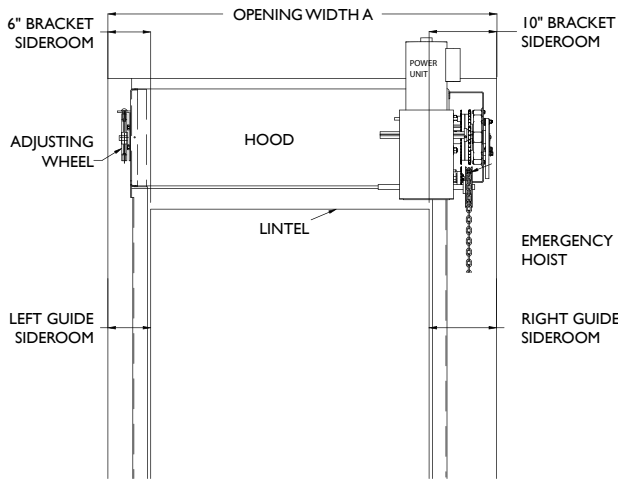


SIDE ELEVATION (UNDER LINTEL)

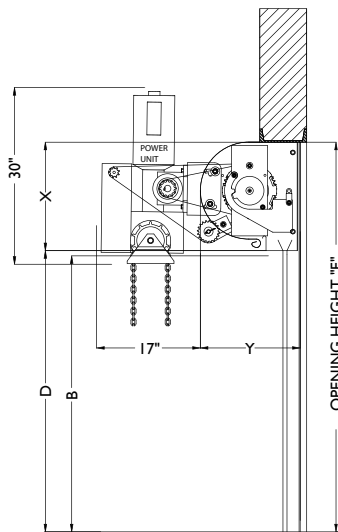


SIDE ELEVATION

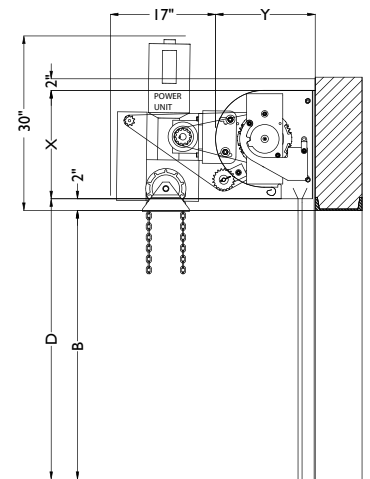
MOTOR OPERATION



FRONT ELEVATION



SIDE ELEVATION (UNDER LINTEL)

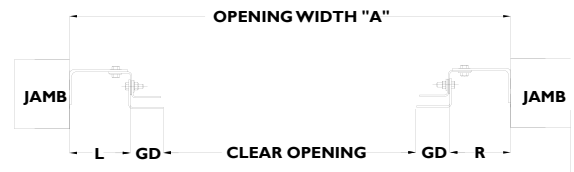


SIDE ELEVATION

ANGLE GUIDES - FACE MOUNTED TO MASONRY



ANGLE GUIDES - MOUNTED BETWEEN JAMBS



ANGLE GUIDES - FACE MOUNTED TO STEEL

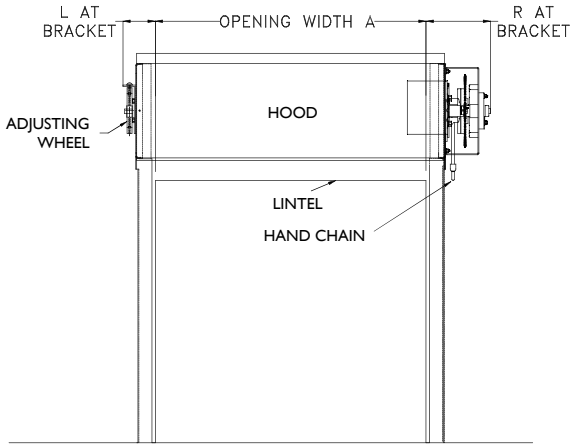


DOOR WIDTH	
GUIDE DIMENSION (GD)	WIDTH
2-7/8"	To 13'6" Width
2-13/16"	To 20'0" Width
3-1/4"	To 24'0" Width

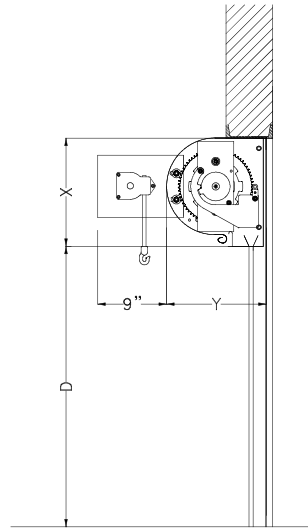
NOTE: Dimensions are for general reference only and not for construction purposes.

ROLLING STEEL FIRE DOORS

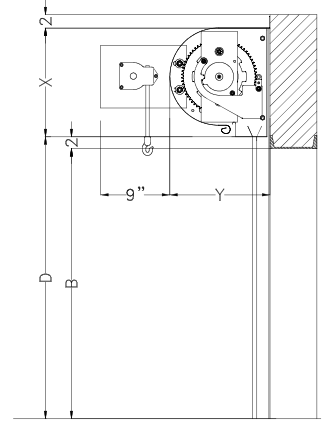
CRANK OPERATION



FRONT ELEVATION

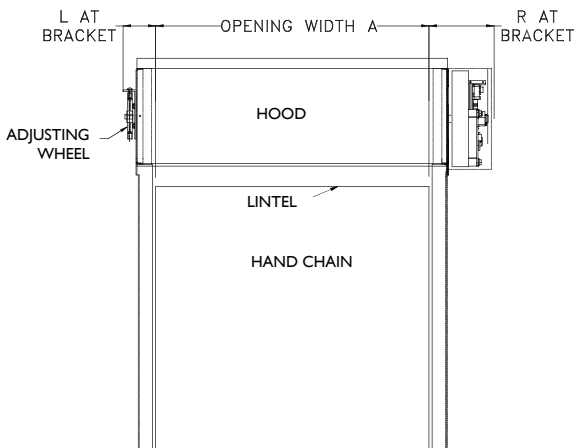


SIDE ELEVATION (UNDER LINTEL)

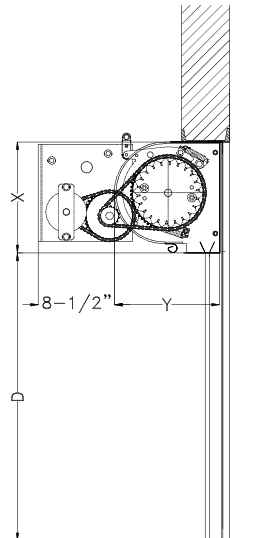


SIDE ELEVATION

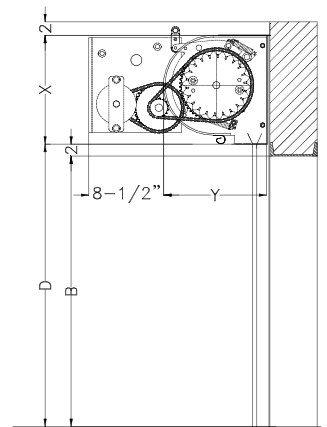
LIFT UP OPERATION - BOTTOM MOUNT



FRONT ELEVATION

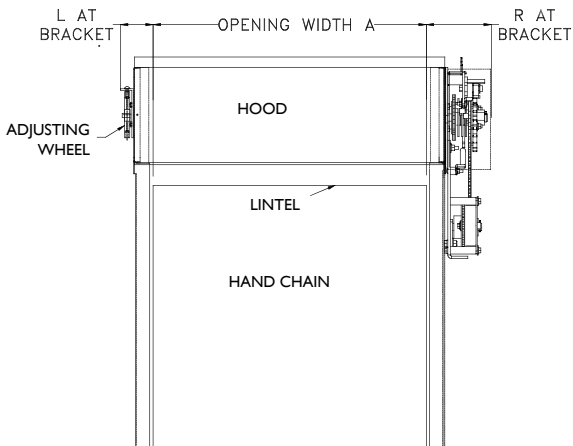


SIDE ELEVATION (UNDER LINTEL)

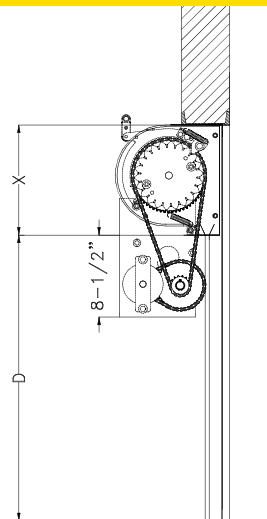


SIDE ELEVATION

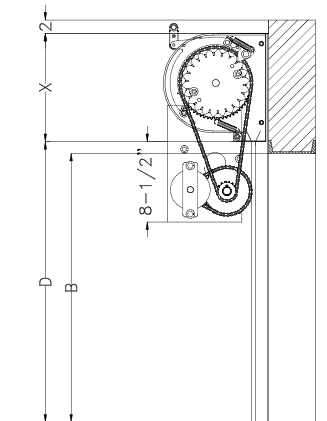
LIFT UP OPERATION - FRONT MOUNT



FRONT ELEVATION



SIDE ELEVATION (UNDER LINTEL)



SIDE ELEVATION

LiftMaster H



FEATURES

The H model is an industrial-duty hoist door opener, as manufactured by The Chamberlain Group and is for use on vertical or high lift sectional doors, rolling doors and grilles. It is rated for 25 cycles per hour during peak periods. Up to 80-90 cycles / day.



- **Drive system:** jackshaft with chain hoist
- **Voltage/phase:**
 - Single-Phase: 115 V and 230 V
 - 3-Phase: 208 V, 230 V and 460 V, 575 V
- Class 2 circuit with 40 VA transformer
- **Horsepower:** available in 1/2, 3/4 and 1 HP
- **Minimum side room required:** 20 in (508 mm)
- **Control circuit:** -Logic 4.0 Control Board (L4) Available on 115 V, 208/230 V, 460 V and 575 V
- Floor level chain hoist with electrical interlock for emergency manual door operation
- High-starting torque continuous-duty motor with overload protection
- Heavy-duty 5L V-belt
- 3-button control station
- Industrial ball bearings on output shaft
- PosiLock mechanical holding brake
- C2 is a factory default setting; B2 easily field set using the Selector Dial (requires CPS-U, CPS-UN4 or CPS-EI)
- External radio control terminals
- Fully adjustable linear-driven limit mechanism
- Motor removable without affecting limit settings
- NEMA 1 type electrical enclosure
- Adjustable friction clutch
- Efficient V-belt primary drive, chain/sprocket secondary
- #50 drive chain
- Baked-on high-durability black powder coat finish
- Door speed approximately 8 to 9 in (203 to 209 mm) per second
- Approximate shipping weight - 110 lb (50 kg)
- 5V DC (L4) NEC Class 2 control circuit



Test Device — FireStar® doors feature an easy-to-use release handle.

FIRESTAR® DOOR CONTROL DEVICES

Chain hoist, motor and crank operation

- Revolutionary fire door control device utilizing a patented planetary gear arrangement to disconnect the operator and drop the door in the event of a fire.
- Easily drop test and reset a fire door without resetting spring tension and rerouting cables.



Lift up operation

- Revolutionary fire door control device utilizing clutch plates and unique counterbalance technology to drop the door in the event of a fire.

FACE MOUNTED CHAIN HOIST/MOTOR/CRANK

WIDTH A	HEIGHT B (OPENING HEIGHT)															
	9'0"				9'1" TO 14'0"				14'1" TO 18'0"				18'1" TO 24'0"			
	BRACKET SIZE		SIDE ROOM		BRACKET SIZE		SIDE ROOM		BRACKET SIZE		SIDE ROOM		BRACKET SIZE		SIDE ROOM	
	X	Y	R	L	X	Y	R	L	X	Y	R	L	X	Y	R	L
2" SLAT																
Up to 20'0"	16-1/2"	15"	10"	6"	18-1/2"	17"	10"	6"	20"	19"	10"	6"	22"	21"	10"	6"
3" SLAT																
Up to 24'0"	16-1/2"	15"	10"	6"	20"	19"	10"	6"	22"	21"	10"	6"	24"	23"	10"	6"

NOTE: 24' height or 24' width or 400sqft max for 22ga. Crank limits are 14' height or 12' width or 168sqft.

FACE MOUNTED-LIFT UP

WIDTH A	HEIGHT B (OPENING HEIGHT)			
	8'0"			
	BRACKET SIZE		SIDE ROOM	
	X	Y	R	L
2" SLAT				
Up to 10'0"	16-1/2"	15"	10"	8"
3" SLAT				
Up to 10'0"	18-1/2"	17"	10"	8"

NOTE:

Manual lift 2' Slat-up 10' wide or 8' high or 80sqft.
Manual lift 3' Slat-up 8' wide or 8' high or 80sqft.

BETWEEN JAMBS MOUNTED - UNDER LINTEL CHAIN HOIST/MOTOR/CRANK

WIDTH A	HEIGHT B (OPENING HEIGHT)															
	9'0"				9'1" TO 14'0"				14'1" TO 18'0"				18'1" TO 24'0"			
	BRACKET SIZE		SIDE ROOM		BRACKET SIZE		SIDE ROOM		BRACKET SIZE		SIDE ROOM		BRACKET SIZE		SIDE ROOM	
	X	Y	R	L	X	Y	R	L	X	Y	R	L	X	Y	R	L
2" SLAT																
Up to 20'0"	16-1/2"	15"	7-1/16"	9-1/16"	18-1/2"	17"	7-1/16"	9-1/16"	20"	19"	7-1/16"	9-1/16"	20"	19"	7-1/16"	9-1/16"
3" SLAT																
Up to 24'0"	16-1/2"	15"	7-1/16"	9-1/16"	18-1/2"	17"	7-1/16"	9-1/16"	22"	21"	7-1/16"	9-1/16"	24"	23"	7-1/16"	9-1/16"

NOTE: 24' height or 24' width or 400sqft max for 22ga. Crank limits are 14' height or 12' width or 168sqft.

BETWEEN JAMBS MOUNTED-LIFT UP

WIDTH A	HEIGHT B (OPENING HEIGHT)			
	8'0"			
	BRACKET SIZE		SIDE ROOM	
	X	Y	R	L
2" SLAT				
Up to 10'0"	16-1/2"	15"	10"	6"
3" SLAT				
Up to 10'0"	18-1/2"	17"	10"	6"

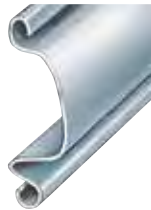
SLAT PROFILES

No. 2 Slat Profile



Standard:
Curved-faced single crown slat
Available:
Up to 20-gauge steel
Up to 20-gauge stainless steel
Pitch: 1.9"

No. 4 Slat Profile



Standard:
Curved-faced single crown slat
Available:
Up to 18-gauge steel
Up to 18-gauge stainless steel
Pitch: 2.8"

No. 14 Slat Profile



Standard:
Flat-faced slat
Available:
Up to 18-gauge steel
Up to 18-gauge stainless steel
Pitch: 2.45"

No. 17 Slat Profile



Standard:
Flat-faced slat
Available:
Up to 20-gauge steel
Up to 20-gauge stainless steel
Pitch: 1.6"



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COMMERCIAL DOORS

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MODEL 500

ROLLING COUNTER SHUTTERS



EXCEPTIONAL SECURITY AND AESTHETICS

Wayne Dalton's Model 500 Rolling Counter Shutter provides the perfect solution for smaller openings that require visually appealing access control. These shutters are ideal for applications where counter tops or openings require the shutter to rest on a sill.

With several different modes of operation including lift-up, awning crank and motor, the Model 500 Rolling Counter Shutter is the preferred solution for your concession stand, customer service window, sports arena or school food service.

- » 2" FLAT SLATS
- » SIZES UP TO 20' WIDE AND 7' HIGH
- » AVAILABLE IN STEEL, STAINLESS STEEL AND ALUMINUM
- » POWDER COAT FINISH AVAILABLE

STANDARD FEATURES OVERVIEW

CONSTRUCTION

MAX HEIGHT	7' (2,133 mm)
MAX WIDTH*	20' (6,096 mm)
MOUNTING	Face mount; between jambs
OPERATION	Manual push-up
CURTAIN	2" galvanized steel flat slats (#17 profile), primed and painted gray, white, brown or beige; 20-gauge steel with alternating endlocks
LOCKING	Curtain to be locked at each end of bottom bar by concealed slide bolts
BOTTOM BAR	Single angle galvanized steel bottom bar fitted with a continuous vinyl bumper to protect counter top
GUIDES	Extruded aluminum clear anodized with continuous wool pile strips
BRACKETS	Steel plates, factory painted black
COUNTERBALANCE	Steel pipe, factory painted black, of adequate size to restrict a maximum deflection of .033" per linear foot; oil tempered torsion type
HOOD	24-gauge galvanized steel square hood; primed and painted gray

WARRANTY

TERMS	Twelve (12) month
-------	-------------------

OPTIONS

- Operation: Crank, motor, tube motor
- Slat options: Various gauges in steel, stainless steel, extruded aluminum; perforation
- Finish: Stainless steel #4, aluminum anodized finishes, powder coat (RAL and custom)
- Locking: Slide bolts, cylinder (interlock option on motorized doors)
- Bottom bar: Extruded aluminum; tubular; sensing edge: electric or pneumatic
- Brackets: Stainless steel, aluminum
- Hood: Stainless steel, aluminum
- Other options: Operator controls, counter cutouts, mullion system, fascia

*Maximum width may vary with material and gauge

MATERIALS AND CONSTRUCTION

The high quality, interlocking slats on the rolling counter shutter are available in galvanized steel, stainless steel or aluminum for long-lasting durability. The box type guides are designed to reduce operational noise as well as to conceal the fasteners used to attach the shutter to the jamb resulting in quieter operation and greater visual appeal. A square hood cover encloses the curtain coil and counterbalance mechanism giving a clean, professional appearance.

The counterbalance assembly utilizes a spring barrel design which encases the mechanism while providing an axis around which the curtain coils. Oil-tempered, torsion-type counterbalance springs are wound from steel, providing accuracy in balancing the door.

A spring tension adjusting wheel is normally mounted outside the bracket on the end of the tension rod. An inside adjusting wheel is standard on manual lift up shutters and is available in limited sizes for tight side-room applications.

SLAT PROFILES



No. 17 - 2" Flat-faced slat up to 20-gauge steel, 20-gauge stainless steel, or 16 B&S gauge aluminum (clear, or bronze anodized). Depth: 1/2", 1-7/8" on centers.



Secur-Vent® - Slat consists of 1/16" diameter hole offering 20-25% open area over length of each slat. Available in galvanized steel, stainless steel and aluminum.

Architect Resource Center

Visit wayne-dalton.com/architect-resource-center to find our Architect Resource Center. In this tool, you will quickly find all of the specifications, drawings and documents you need to complete your project.

Wayne Dalton
COMMERCIAL DOORS

2501 S. State Hwy. 121 Bus., Ste 200
Lewisville, TX 75067



wayne-dalton.com

CORTEGA®/CORTEGA® Second Look®

Square Lay-in & Tegular
medium texture



Cortega® Angled Tegular panels with Prelude® XL® 15/16" suspension system (Pgs. 458-459)



Cortega® Second Look® II panels with Suprafine® XL® 9/16" suspension system (Pgs. 466-467)

Cortega® panels offers a medium-textured, economical solution with standard acoustical absorption.

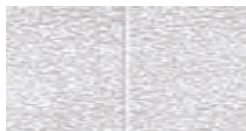
KEY SELECTION ATTRIBUTES

- Economical
- Non-directional visual reduces scrap and installation time (excludes Second Look® items)
- Geometric Scored Visuals (Second Look items)

FACE VIEW



Cortega® Second Look® I panels – Scoring creates nominal 12" x 12" squares



Cortega® Second Look® II panels – Scoring creates nominal 24" x 24" squares

COLORS Colored ceilings are dye-lotted and should be segregated by dye lot. Do not mix.



White (WH)



Tech Black (BL)
Item 769

DETAILS (Other Suspension Systems compatible. Refer to listing on page 301.)



1. Cortega® Square Lay-in
2. Cortega® Beveled Tegular
3. Cortega® Second Look®
4. Cortega® Lay-in with Prelude 15/16" suspension system
5. Cortega® Beveled Tegular with Suprafine® 9/16" suspension system

CORTEGA®/CORTEGA® Second Look®

Square Lay-in & Tegular
medium texture

GREENGUARD
Gold Certified
(details below)

UP TO **43%** CORTEGA
55% CORTEGA
RECYCLED CONTENT 2nd LOOK

Calculate LEED contribution at armstrongceilings.com/greengenie

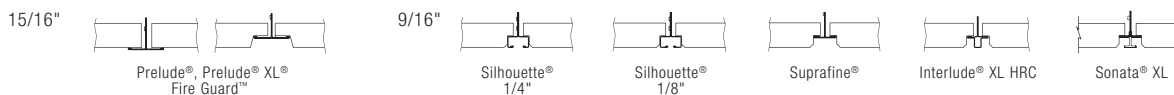
LEED®
energy management
construction waste mgmt
regional materials
design for flexibility
EPD
recyclable/extended producer resp.
biobased materials
recycled content
sourcing of raw materials
material ingredient reporting
low emitting materials
lighting quality
acoustics

VISUAL SELECTION

Edge Profile	Susp. Dwg. Pgs. 474-478 armstrongceilings.com/catdwgs	Item No. ♦	Dimensions (Inches)
CORTEGA® Square Lay-in			
	1	770 770M	24 x 24 x 5/8" 600 x 600 x 15mm
	1	824 824M	24 x 24 x 5/8"
	1	769 ♦ 769M	24 x 48 x 5/8" 600 x 1200 x 15mm
	1	823 823M	24 x 48 x 5/8"
	1	747	24 x 48 x 5/8"
	1	773 773M	20 x 60 x 5/8" 500 x 1500 x 15mm
	1	772 772M	24 x 60 x 5/8" 600 x 1500 x 15mm
	1	Other Size Panels	W: 12" – 30" / L: 18" – 72" 5/8" Thick
CORTEGA Tegular			
	12	704 704M	24 x 24 x 5/8" 600 x 600 x 15mm
	12	816	24 x 24 x 5/8"
	12	703 703M	24 x 48 x 5/8"
	29, 44, 48, 52, 56	2195 2195M	24 x 24 x 5/8"
	29, 44, 48, 52, 56	Other Size Panels	W: 12" – 30" / L: 18" – 72" 5/8" Thick
CORTEGA® Second Look® I			
	11	2765	24 x 48 x 3/4"
CORTEGA Second Look II			
	11	2758	24 x 48 x 3/4"
	11	2767	24 x 48 x 3/4"
	27	2776	24 x 48 x 3/4"

1 Total Acoustics® ceiling panels have an ideal combination of noise reduction and sound-blocking performance in one product. ♦ Add 2-letter color suffix to item number when specifying or ordering (e.g., 769 B L).

SUSPENSION SYSTEMS * Item 2195 – CAC 31 on 9/16" Silhouette®.



NOTE: 9/16" Cortega Second Look items are installed using Suprafine® suspension systems only.

PHYSICAL DATA

Material
Wet-formed mineral fiber

Surface Finish
Factory-applied latex paint

Fire Performance
ASTM E84 and CAN/ULC S102 surface burning characteristics. Flame Spread Index 25 or less. Smoke Developed Index 50 or less (UL labeled). Fire Guard: A fire-resistive ceiling when used in applicable UL assemblies (Class A).

ASTM E1264 Classification
Type III, Form 2, Pattern C D

Humidity/Sag Resistance
Standard performance ceiling panels are recommended where the building is enclosed and the HVAC is continuously functioning.

VOC Emissions
GREENGUARD Gold Certified
Third-party certified compliant with California Department of Public Health CDPH/EHLB/Standard Method Version 1.1, 2010. This standard is the guideline for low emissions in LEED, CalGreen Title 24, ANSI/ASHRAE/USGBC/IES Standard 189; ANSI/GBI Green Building Assessment Protocol. (Excludes 769BL)

Primary (Embodied) Energy
See all LCA information on our EPD's.

High Recycled Content
Contains greater than 50% total recycled content. Total recycled content based on product composition of post-consumer and pre-consumer (post-industrial) recycled content per FTC guidelines.

Insulation Value
2195, 704, 816, 703 – R Factor – 1.6 (BTU units);
R Factor – 0.28 (Watts units)



770, 772, 769, 773, 823, 824 – R Factor – 1.5 (BTU units);
R Factor – 0.26 (Watts units)
747, 2765, 2758, 2767, 2776 – R Factor – 1.5 (BTU units);
R Factor – 0.26 (Watts units)

Weight; Square Feet/Carton
769 – 0.61 lbs/SF; 96 SF/ctn 823 – 1.09 lbs/SF; 48 SF/ctn
704, 2195 – 0.63 lbs/SF; 747, 824 – 1.09 lbs/SF;
64 SF/ctn 64 SF/ctn
772, 773 – 0.63 lbs/SF; 2765, 2767 – 0.73 lbs/SF;
100 SF/ctn 80 SF/ctn
703 – 0.65 lbs/SF; 80 SF/ctn 2758 – 1.26 lbs/SF; 64 SF/ctn
770 – 0.69 lbs/SF; 64 SF/ctn 2776 – 0.70 lbs/SF; 80 SF/ctn
816 – 1.08 lbs/SF; 48 SF/ctn

Minimum Order Quantity
1 carton, excludes other size panels.

Metric Items Available
770M, 824M, 769M, 773M, 772M, 2195M, 704M,
703M, 823M – Metric items are subject to extended
lead times and minimum quantities. Contact your
representative for more details.

TechLine / 1 877 276-7876
armstrongceilings.com/commercial
(search: cortega)
BPCS-3017/3022-718

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UL is a registered trademark of UL LLC. All other trademarks used herein
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Armstrong®
CEILING & WALL SOLUTIONS

301



MINERAL FIBER

Premium Excelon Stonetex



PRODUCT SPEC PAGE

PREMIUM EXCELON® Crown Texture™ | Raffia™ | ChromaSpin™ | Stonetex® | Companion Square®
Vinyl Composition Tile (VCT)

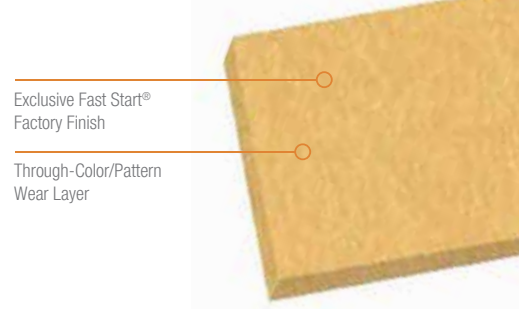
Product Information

Construction	Product Line	International Product Specifications	Overall Thickness Wear Layer Thickness	Factory Finish	Installation	Maintenance Options
Vinyl Composition Tile	Crown Texture™ Raffia™ ChromaSpin™ Stonetex® Companion Square®	ASTM F1066 - Class 2 Through Pattern ISO 10595 Type II	1/8 in. (3.2 mm)	Fast Start®	Full Spread Adhesives S-515, S-525, S-700, S-750 & S-240, Flip® Spray Adhesive	Polish

Packaging

Tile Size	Tile per Carton/Coverage	Shipping Weight per Carton
Crown Texture, ChromaSpin, Stonetex, Companion Square 12 in. x 12 in. (305 mm x 305 mm)	12 in. X 12 in. - 45 (45 sq. ft.)	12 in. X 12 in. 63 lbs. (28.6 kg)
Stonetex Only 18 in. X 18 in. (457 mm x 457 mm)	18 in. X 18 in. - 20 (45 sq. ft.)	18 in. X 18 in. 64 lbs. (29 kg)
Raffia Only 12 in. X 24 in. (305 mm x 610 mm)	12 in. X 24 in. - 22 (44 sq. ft.)	12 in. X 24 in. 61 lbs. (27.7 kg)

Product Structure



Testing

	Performance	Test Method	Requirement	Performance vs. Requirement
ASTM F 1066	Thickness	ASTM F 386	Nominal ± 0.005 in.	Meets
	Size	ASTM F 2055	± 0.016 in. per linear foot	Meets
	Squareness	ASTM F 2055	0.010 in. max	Meets
	Indentation – One Minute	ASTM F 1914	≥ 0.006 in. to ≤ 0.015 in.	Meets
	Indentation @ 115°F	ASTM F 1914	< 0.032 in.	Meets
	Impact	ASTM F 1265	No cracks beyond limit	Meets
	Deflection	ASTM F 1304	1.0 in. minimum	Meets
	Dimensional Stability	ASTM F 2199	≤ 0.024 in. per linear foot	Meets
	Chemical Resistance	ASTM F 925	No more than slight change in surface dulling, attack or staining	Meets
	Resistance to Heat	ASTM F 1514	ΔE not greater than 8.0	Meets
Additional	Static Load Resistance	ASTM F 970	≤ 0.005 in.	125 psi
	Fire Test Data – Flame Spread	ASTM E 648	0.45 W/cm² or more Class I	Meets
	Fire Test Data – Smoke Evolution	ASTM E 662	450 or less	Meets
	Fire Test Data – Canada	CAN/ULC S102.2	Use dependent	Flame Spread - 0 Smoke Developed - 30

PRODUCT SPEC PAGE

PREMIUM EXCELON® Crown Texture™ | Raffia™ | ChromaSpin™ | Stonetex® | Companion Square® Vinyl Composition Tile (VCT)

Maritime Usage

IMO Resolution A653 (16) Surface Flammability Test - IMO Resolution MSC 61(67) Annex 1 Part 5 and Annex 2 Smoke and Toxicity Test - IMO Resolution MSC 61(67) Annex 1 Part 2 and Annex 2	Passes Passes
Safety Of Life at Sea (SOLAS) 1974 Regulation II-2/3,40.5,3.2.4 II-2/5,3.2.4 II-2/6.2	Compliant
United States Coast Guard	Approved

Sustainability

Certification Attribute	Standard	3rd party Certification/Certifier
Low-Emitting Material	CDPH v1.1 (2017) a.k.a CHPS 01350	FloorScore/SCS
Environmental Product Declaration (EPD)	ISO 14025	Yes/ASTM International
Plant Quality	ISO 9001	Yes/SAI Global

Performance	Standard	Requirement	Performance vs. Requirements
TVOC Range	CDPH v1.1 (2017) a.k.a CHPS 01350	<0.5 mg/m ³	Meets
Low Emitting Adhesives S-515 S-525 S-700 S-750 S-240 Flip® Spray Adhesive*	SCAQMD Rule #1168	Less than 50 g/L	S-515 Exceeds – 0 g/L S-525 Exceeds – 16 g/L S-700 Exceeds – 0 g/L S-750 Exceeds – 5 g/L S-240 Exceeds – 10 g/L Flip® Exceeds – 0 g/L
Material Ingredients (Option 1)	LEED v4	Content disclosure to 1000 ppm	Meets (See Armstrong Product Declaration)
Recycled Content	ISO 14021	Contains recycled content	Meets: 40% Total - ChromaSpin™, (10% Post-Consumer and 30% Pre-Consumer) 30% Pre-Consumer - Raffia™, Companion Square®, Stonetex® 25% Total - Crown Texture™ (5% Post-Consumer and 20% Pre-Consumer)

* Flip® Spray Adhesive is Cradle to Cradle Silver certified.

Limited Warranty

5-year Commercial Warranty when installed in accordance with Armstrong's Guaranteed Installation Systems manual, F-5061.

Links

Installation Instructions	www.ArmstrongFlooring.com/flooring-downloads
Maintenance Information	www.ArmstrongFlooring.com/flooring-downloads
View the Full Line	www.Armstrong.com/commflooringna/products/vct
Product Transparency	www.ArmstrongFlooring.com/transparency
Email Techline	www.ArmstrongFlooring.com/flooring-techline
Visit Floor Expert	www.floorexpert.com



DESIGN

Tufted Pile Weight:	12.0 oz. per sq. yd. (407 g/m2)
Product Type:	Broadloom
Construction:	Tufted
Minimum Sq. Yd.:	No Minimum
Surface Texture:	Level Loop
Gauge:	1/10 (39.37 rows per 10 cm)
Density:	4,716
Weight Density:	56,592
Stitches Per Inch:	9.0 (35.43 per 10 cm)
Finished Pile Thickness:	.099" (2.51 mm)
Dye Method:	Solution Dyed
Backing Material:	Weldlok®
Fiber Type:	EnviroStrand™ PET
Pattern Repeat:	None
Width:	12' width (3.66 m)
Soil Release Technology:	Sentry Plus
Foot Traffic Recommendation TARR:	Heavy

SUSTAINABILITY

IAQ Green Label Plus:	CRI Green Label Plus GLP0350
Pre-Consumer Recycled Content:	1%
Post-Consumer Recycled Content:	27%
Declare Label:	Declared Red List Free

PERFORMANCE

Static:	AATCC-134 Under 3.5 KV
Flammability:	ASTM E 648 Class 1 (Glue Down)
Smoke Density:	ASTM E 662 Less than 450

SERVICE

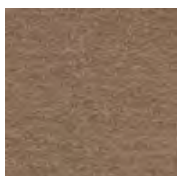
Warranties:	10 Year Limited Wear Warranty, 10 Year Limited Static Protection Warranty, 10 Year Stain Resistance Warranty, 10 Year Limited Colorfastness to Light, 10 Year Limited Colorfastness to Atmospheric Contaminants
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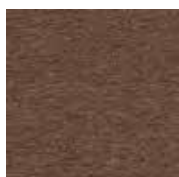
383
Clay
Quickship Available



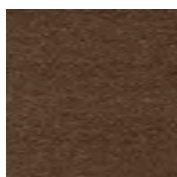
589
Cobalt
Quickship Available



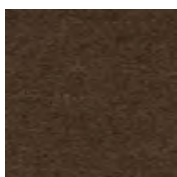
748
Praline
Quickship Available



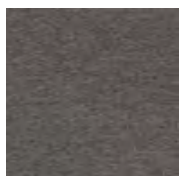
852
Chestnut
Quickship Available



869
Hickory
Quickship Available



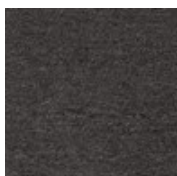
889
Walnut
Quickship Available



949
Pewter
Quickship Available



959
Nickel
Quickship Available



979
Charcoal
Quickship Available



999
Onyx
Quickship Available



FLOOR | WALL

LINDEN POINT™

GLAZED PORCELAIN FLOOR, GLAZED CERAMIC WALL & MOSAIC
with REVEAL IMAGING®

 **daltile**®
IMAGINE WHAT'S POSSIBLE™



Cover photo features Linden Point™ Grigio 12 x 24 floor tile on the floor with Grigio 10 x 14 wall tile and 2 x 2 mosaic on the wall. Above photo features Linden Point™ Grigio 12 x 24 floor tile in a grid pattern on the floor.

Find Modern Appeal in a Soft Stone Look

USAGE

Floors

Walls

Countertops

F

W

C

The contemporary look of Linden Point™ emulates a soft linear stone with varying horizontal veining. Its soft texture finish and versatile color palette are offered in the popular 12 x 24 floor tile and 10 x 14 wall tile as well as a 2 x 2 mosaic. Enhance your space with the modern and versatile look of Linden Point.

- CONTEMPORARY VISUAL
 - Emulates the modern look of soft stone
 - Features flowing linear movement and texture
- MODERN AND VERSATILE
 - Versatile warm color palette
 - Contemporary and popular floor, wall and mosaic sizes



POST-CONSUMER RECYCLED MATERIALS



PRE-CONSUMER RECYCLED MATERIALS



REVEAL IMAGING®

All or select items within this series meet the requirements for these qualifications. For more information visit daltile.com.

CERTIFIED RCELAIN™
TILE
0.4% or less water absorption

GLAZED PORCELAIN FLOOR TILE



BIANCO LP19



BEIGE LP20



GRIGIO LP21

GLAZED CERAMIC WALL TILE



BIANCO LP19



BEIGE LP20



GRIGIO LP21

2 x 2 GLAZED CERAMIC MOSAIC



BIANCO LP19



BEIGE LP20






GRIGIO LP21

LINDEN POINT™

GLAZED PORCELAIN FLOOR, GLAZED CERAMIC WALL & MOSAIC with REVEAL IMAGING®

SIZES

			Thickness	Sq. Ft./ Carton	Pieces/ Carton
	12 x 24 Floor Tile*	(11-13/16" x 23-13/16") (30.00 cm x 60.48 cm)	3/8"	11.58	8
	10 x 14 Wall Tile	(9-13/16" x 13-15/16") (24.99 cm x 35.40 cm)	5/16"	14.25	15
	2 x 2 Mosaic (Dot-mounted on 12" x 24" Sheet)	(12" x 24" Sheet) (30.48 cm x 60.96 cm Sheet)	1/4"	24.00	12

* This product is manufactured regionally. Slight variances in size and shading may occur between regions. Please contact your sales representative to verify carton square footage. As with all tile projects, be sure to purchase sufficient quantities with your initial order.

APPLICATIONS

	Target DCOF wet	Suitable
Dry & Level – Interior Floor	N/A	✓†
Wet & Level – Interior Floor	≥ 0.42	✓†
Shower Floors (Residential or Light Commercial)	≥ 0.42	✓*
Exterior Floor Applications (including pool decking & other wet areas with minimal footwear)	≥ 0.60	
Ramps & Inclines	≥ 0.65	
Walls/Backsplashes	N/A	✓
Countertops	N/A	✓†
Pool Linings	N/A	✓*

A DCOF value of ≥ 0.42 is the standard for tiles specified for level interior spaces expected to be walked upon when wet, as stated in ANSI A137.1-2012, Section 9.6. For more information about DCOF and the DCOF AcuTest™, visit daltile.com/DCOF.

APPLICATION NOTES:






Floor tile suitable for exterior applications in freezing and non-freezing climates, when proper installation methods are followed.

Wall and mosaic tile suitable for exterior applications in non-freezing climates, when proper installation methods are followed.


† Wall tile not suitable for this application.

* Mosaic tile only

TRIM

	Type	Number	Size	Pieces/ Carton
	Bullnose	P-43C9	3 x 12	30
	Wall Bullnose	S-4310	3 x 10	54
	Wall Bullnose Corner	SN-4310	3 x 3	32
	Quarter Round	A-106	1 x 6	152
	Quarter Round Corner	UC-106	1 x 1	40

INSTALLATION

Grout Joint Recommendation	Shade Variation
<p>Floor: 3/16" (Overlap should not exceed 33% when installing tile with a length 15" or greater in a staggered brick-joint pattern.)</p> <p>Wall: 1/16"</p> <p>Mosaic: 1/8"</p>	 High (V3)

PERFORMANCE CHARACTERISTICS

	ASTM#	Floor Result	Wall Result	Mosaic Result
Water Absorption	C373	< 0.5%	< 20.0%	< 3.0%
Breaking Strength	C648	> 275 lbs	120-230 lbs	> 250 lbs
Scratch Hardness	MOHS	7.0	4.0-6.0	7.0
Chemical Resistance	C650	Resistant	Resistant	Resistant
Abrasion Resistance	C1027	4	N/A	3

For additional information on test results, visit us at: daltile.com/information/TestResults.

NOTES

Since there are variations in all fired ceramic and natural products, tile and trim supplied for your particular installation may not match samples. Final confirmation should be made from actual tiles and trim prior to installation. Manufactured in accordance with ANSI A137.1 standards.

Not for use on ramps. Water, oil, grease, improper drainage and certain footwear can create slippery conditions. Floor applications expected to be exposed to these conditions require extra caution in product selection.

For additional information refer to "Factors to Consider" at: daltile.com/Factors.

Special consideration needs to be given when installing tiles greater than 15 inches.

Please refer to daltile.com/LargeTiles for more information.

Use of a latex modified thin-set is recommended for installation. For more information, visit daltile.com.



DESIGNED TO HELP EARN LEED™ CREDITS. For more detailed information, visit daltilegreenworks.com.

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To view the complete collection of Daltile® products and information, visit our website at daltile.com.



IMAGINE WHAT'S POSSIBLE™

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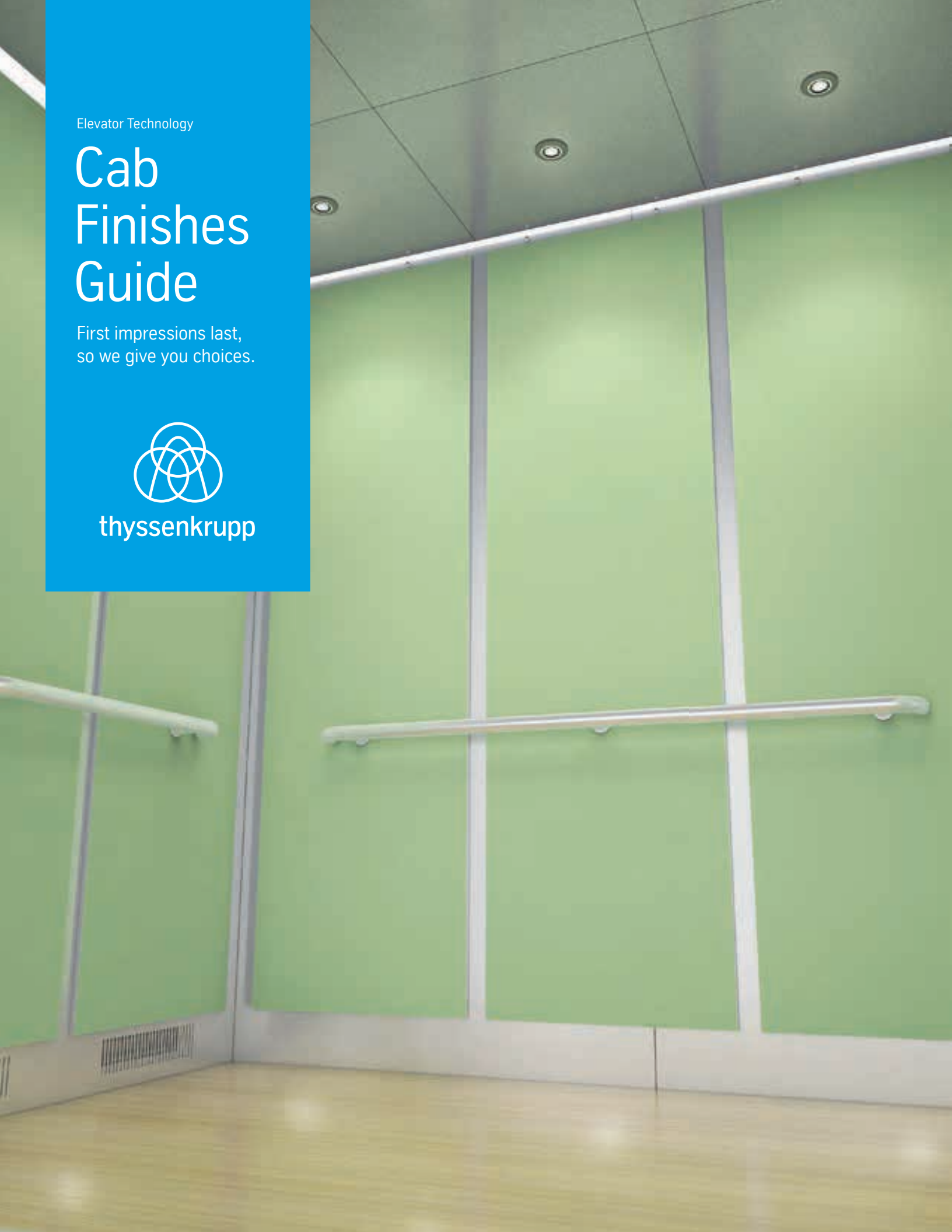
Elevator Technology

Cab Finishes Guide

First impressions last,
so we give you choices.



thyssenkrupp





Plastic laminates

Pictured above: Blackened Fiberwood (8916)

Our designer-selected laminate line includes wood, solid and pattern finishes. All laminates are added urea-formaldehyde free.

Woods



White Painted Wood
8902



Waxed Maple
8905



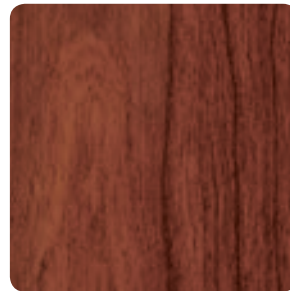
Fox Teakwood
8907



Danish Maple
8906



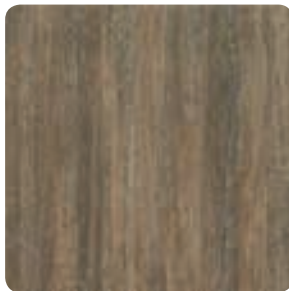
Planked Deluxe Pear
6206



Select Cherry
7759



Blackened Fiberwood
8916



Walnut Fiberwood
8915




Storm Teakwood
8908

Hydraulic machine room-less

endura MRL

Twinpost above-ground

Jack types	Travel	Speed	Capacity
1-Stage	12'-8" ¹	80, 110, 150 fpm	2100-4000 lbs
2-Stage	23'-2½" ¹	80, 110, 150 fpm	2100-4000 lbs
3-Stage	33'-6½" ¹	80, 100, 125, 150 fpm	2100-4000 lbs

 Click jack type for specific product specs

Capacity (lbs)	1- and 2-Stage		3-Stage		Door type	Door width E
	Hoistway ^{2,7} A x B	Hoistway ⁷ A x B	Front/rear	Inside clear C x D		
2100 ³	7'-4" x 5'-9"	7'-8" x 5'-9"	F	5'-8" x 4'-3"	One-speed	3'-0"
2100 ³	7'-4" x 6'-8¾"	7'-8" x 6'-8¾"	F/R	5'-8" x 4'-3½"	One-speed	3'-0"
2500	8'-4" x 5'-9"	8'-8" x 5'-9"	F	6'-8" x 4'-3"	One-speed	3'-6"
2500	8'-4" x 6'-8¾"	8'-8" x 6'-8¾"	F/R	6'-8" x 4'-3½"	One-speed	3'-6"
3000	8'-4" x 6'-3"	8'-8" x 6'-3"	F	6'-8" x 4'-9"	One-speed	3'-6"
3000	8'-4" x 7'-2¼"	8'-8" x 7'-2¼"	F/R	6'-8" x 4'-9½"	One-speed	3'-6"
3500 ⁴	8'-4" x 6'-11"	8'-8" x 6'-11"	F	6'-8" x 5'-5"	One-speed	3'-6"
3500 ⁴	8'-4" x 7'-10¾"	8'-8" x 7'-10¾"	F/R	6'-8" x 5'-5½"	One-speed	3'-6"
4000 ⁴	9'-4" x 6'-11"	9'-8" x 6'-11"	F	7'-8" x 5'-5"	One-speed	3'-6"/4'-0"
4000 ⁴	9'-4" x 7'-10¾"	9'-8" x 7'-10¾"	F/R	7'-8" x 5'-5½"	One-speed	3'-6"/4'-0"

Dimensional data shown above is for both seismic and non-seismic zones and complies with current ASME A17.1 and CSA B44 Safety Code for Elevators. Local codes may vary from the national codes. Consult your thyssenkrupp Elevator representative for details.

- F** Inside clear height: 7'-4" ⁵
- G** Door clear height: 7'-0"
- P** Minimum pit depth: 4'-0"
- O** Minimum overhead:
 - Up to 100 fpm: Over 100 fpm:
 - 1-Stage – 12'-2" 1-Stage – 12'-5"
 - 2-Stage – 12'-8" 2-Stage – 12'-8"
 - 3-Stage – 12'-11" 3-Stage – 12'-11"
- S** Safety beam required per OSHA 1926.502 ⁶
- T** Max travel possible ¹:
 - 1-Stage:
 - Up to 100 fpm – 18'-11"
 - Over 100 fpm – 18'-8"
 - 2-Stage: 28'-6"
 - 3-Stage: 48'-3½"

¹ A 5'-0" min. pit is required for additional travel. Travel above 13'-8" (1-Stage) or 25'-2½" (2-Stage) or 36'-6½" (3-Stage) requires additional pit and/or overhead by adding 1" for every 1" (1-Stage) or 2" (2-Stage) or 3" (3-Stage) of additional travel. Max increase 2'-0" allowed in overhead.

² In areas where a 7" deep pit ladder is required, additional hoistway width or wall pocket will be required.

³ This capacity is not available with center opening doors.

⁴ To meet the requirements of IBC code for 84" stretchers, a 4'-0" center opening (for 4000 lbs capacity only) or 3'-6" side opening (for 3500 lbs or 4000 lbs capacity) door is required. For a 3500 lbs capacity car with front and rear doors, the doors must be in adjacent corners.

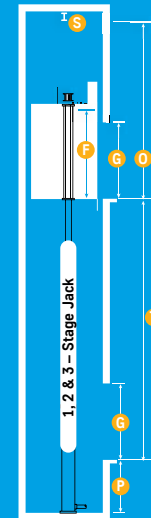
⁵ Dimension shown is based on suspended ceiling design. An increase in cab height will result in an increase in overhead requirements.

⁶ Provided and installed by others, as directed by your thyssenkrupp Elevator representative. Clear overhead is shown to the bottom of the safety beam.

⁷ For multiple elevators: Add 4" for a divider beam between hoistways.

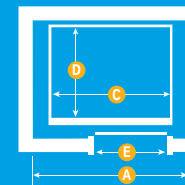


Front opening (F)

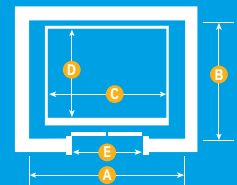


- A** Hoistway width
- B** Hoistway depth
- C** Inside clear width
- D** Inside clear depth
- E** Door clear width
- F** Inside clear height
- G** Door clear height
- O** Minimum overhead
- P** Minimum pit depth
- S** Safety beam
- T** Travel

One-speed side opening doors



One-speed center opening doors

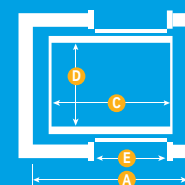


Front and rear opening (F/R)

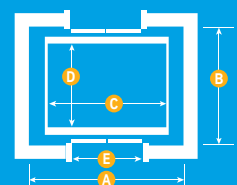


- A** Hoistway width
- B** Hoistway depth
- C** Inside clear width
- D** Inside clear depth
- E** Door clear width
- F** Inside clear height
- G** Door clear height
- O** Minimum overhead
- P** Minimum pit depth
- S** Safety beam
- T** Travel

One-speed side opening doors

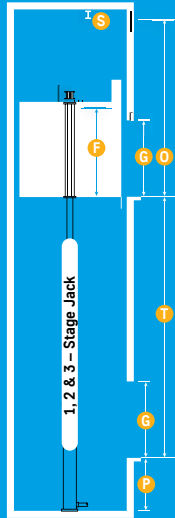


One-speed center opening doors

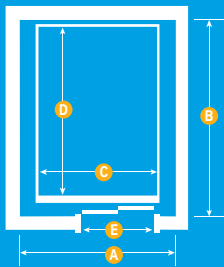


Front opening (F)

- A** Hoistway width
- B** Hoistway depth
- C** Inside clear width
- D** Inside clear depth
- E** Door clear width
- F** Inside clear height
- G** Door clear height
- O** Minimum overhead
- P** Minimum pit depth
- S** Safety beam
- T** Travel

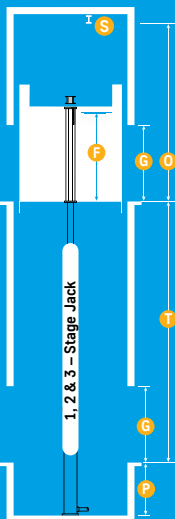


Two-speed side opening doors

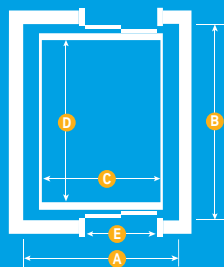


Front and rear opening (F/R)

- A** Hoistway width
- B** Hoistway depth
- C** Inside clear width
- D** Inside clear depth
- E** Door clear width
- F** Inside clear height
- G** Door clear height
- O** Minimum overhead
- P** Minimum pit depth
- S** Safety beam
- T** Travel



Two-speed side opening doors




Hydraulic machine room-less

endura MRL

Twinpost above-ground

Jack types	Travel	Speed	Capacity
1 Stage	12'-8" ¹	80, 110, 150 fpm	4500-5000 lbs
2 Stage	23'-2½" ¹	80, 110, 150 fpm	4500-5000 lbs
3 Stage	33'-6½" ¹	80, 100, 125, 150 fpm	4500-5000 lbs

 Click jack type for specific product specs

Service	1- and 2-Stage	3-Stage				
Capacity (lbs)	Hoistway ^{2,6} A x B	Hoistway ⁶ A x B	Front/rear	Inside clear C x D	Door type	Door width ³ E
4500	7'-4" x 9'-6½"	7'-8" x 9'-6½"	F	5'-8" x 7'-9½"	Two-speed	4'-0"/4'-6"
4500	7'-4" x 10'-9¼"	7'-8" x 10'-9¼"	F/R	5'-8" x 7'-10"	Two-speed	4'-0"/4'-6"
5000	7'-4" x 10'-2"	7'-8" x 10'-2"	F	5'-8" x 8'-5"	Two-speed	4'-0"/4'-6"
5000	7'-4" x 11'-4¾"	7'-8" x 11'-4¾"	F/R	5'-8" x 8'-5½"	Two-speed	4'-0"/4'-6"
5000H	7'-4" x 10'-9"	7'-8" x 10'-9"	F	5'-8" x 9'-0"	Two-speed	4'-0"/4'-6"
5000H	7'-4" x 11'-11¼"	7'-8" x 11'-11¼"	F/R	5'-8" x 9'-0½"	Two-speed	4'-0"/4'-6"

Dimensional data shown above is for both seismic and non-seismic zones and complies with current ASME A17.1 and CSA B44 Safety Code for Elevators. Local codes may vary from the national codes. Consult your thyssenkrupp Elevator representative for details.

- F** Inside clear height: 7'-4" ⁴
- G** Door clear height: 7'-0"
- P** Minimum pit depth ¹: 4'-0"
- O** Minimum overhead:
Up to 100 fpm: Over 100 fpm:
1-Stage – 12'-2" 1-Stage – 12'-5"
2-Stage – 12'-8" 2-Stage – 12'-8"
3-Stage – 12'-11" 3-Stage – 12'-11"
- S** Safety beam required per OSHA 1926.502 ⁵
- T** Max travel possible:
1-Stage:
Up to 100 fpm – 18'-11"
Over 100 fpm – 18'-8"
2-Stage: 28'-6"
3-Stage: 48'-3½"

¹ A 5'-0" min. pit is required for additional travel. Travel above 13'-8" (1-Stage) or 25'-2½" (2-Stage) or 36'-6½" (3-Stage) requires additional pit and/or overhead by adding 1" for every 1" (1-Stage) or 2" (2-Stage) or 3" (3-Stage) of additional travel. Max increase 2'-0" allowed in overhead. (For 4500 and 5000 lbs capacities, max additional travel and speed could be reduced based on cab weights. Consult your thyssenkrupp Elevator representative for details.)

² In areas where a 7" deep pit ladder is required, additional hoistway width or wall pocket will be required.

³ With optional 4'-6" two-speed side opening door, hoistway width becomes 8'-2".

⁴ Dimension shown is based on suspended ceiling design. An increase in cab height will result in an increase in overhead requirements.

⁵ Provided and installed by others, as directed by your thyssenkrupp Elevator representative. Clear overhead is shown to the bottom of the safety beam.

⁶ For multiple elevators: Add 4" for a divider beam between hoistways.

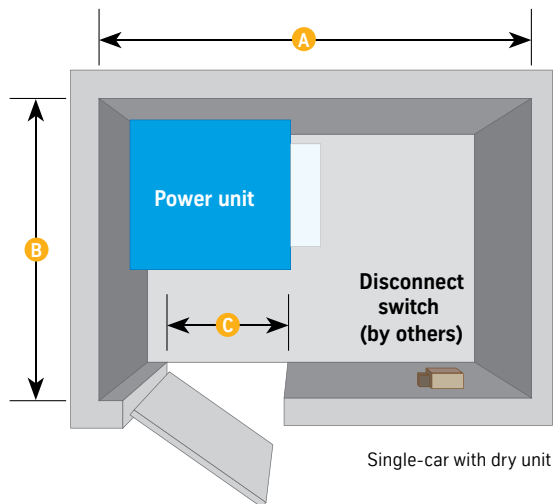
Machine room

Hydraulic elevator machine rooms

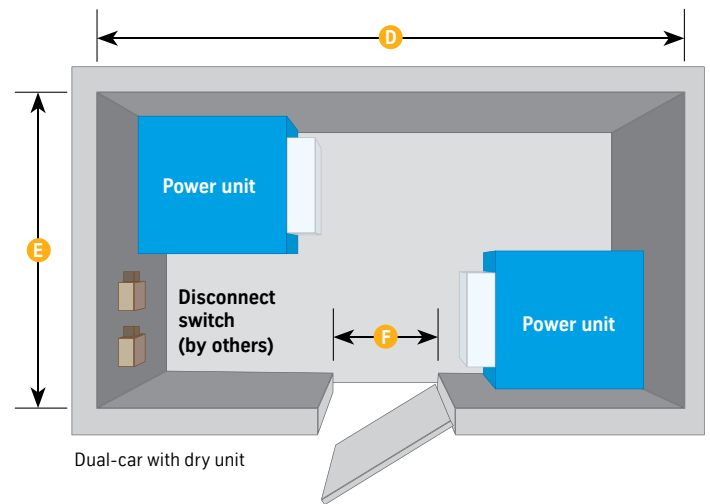
Your endura system determines the machine room you'll need.*

The most desirable controller closet location is on the lowest floor served, adjacent to the elevator hoistway. At an additional cost, the machine room can be located remotely from hoistway.

Single-car configurations



Dual-car configurations



Smaller machine rooms available in some cases.
Consult your thyssenkrupp Elevator representative if needed.

Single-car					
Power unit	A	B	C ¹	Door height	Room height
Submersible (large)	7'-2"	7'-1½"	4'-0"	Min 7'-0"	Min 7'-6"
Dry (large)	9'-10"	5'-6"	4'-0"	Min 7'-0"	Min 7'-6"

Dual-car					
Power unit	D	E	F ¹	Door height	Room height
Submersible (large)	10'-5½"	10'-5½"	4'-0"	Min 7'-0"	Min 7'-6"
Dry (large)	14'-7"	7'-0¾"	4'-0"	Min 7'-0"	Min 7'-6"

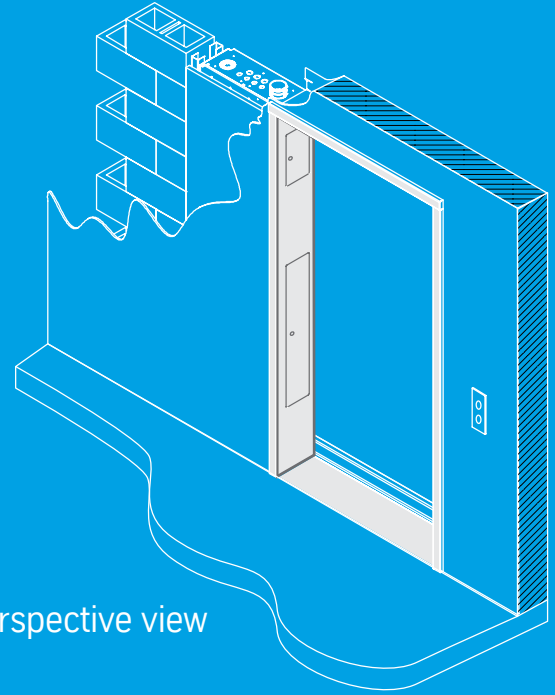
¹ Clear opening.

* Consult your thyssenkrupp Elevator representative to help determine your needs, as machine room arrangements may vary from those shown.

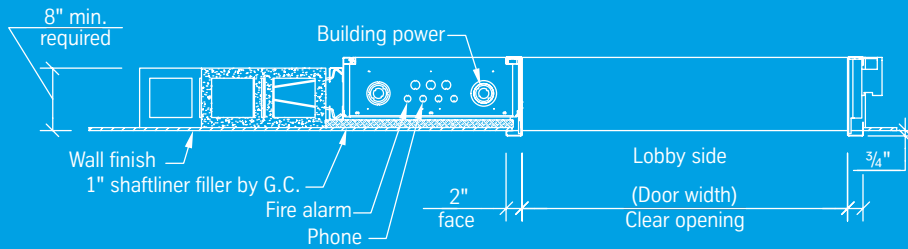
Hydraulic MRL controller details

endura MRL controller

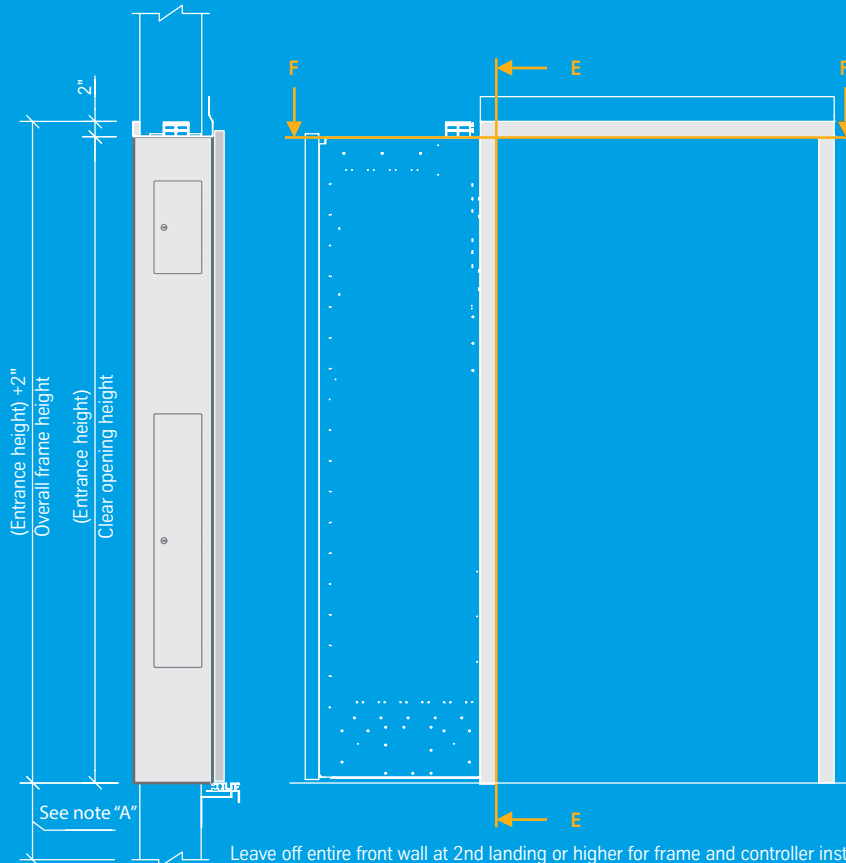
Our endura MRL is designed to maximize space because the controller is in the elevator entrance jamb. As a result, we require a minimum 8" actual wall thickness at the floor where the controller will be located. The wall construction can be done with dry wall or masonry block. For installation purposes, however, the entire wall at the controller level must be left out until the elevator frame and controller are in place. The controller must be located at the landing directly above the lowest landing served by the elevator. If that is not possible, the location must be coordinated with your thyssenkrupp Elevator representative.



Entrance plan view F-F



Section E-E



Note A: 8" minimum structural support for sill installation.

These illustrations are for reference purposes and not for construction purposes.



Machines

Our machines transport elevators up to 600 feet per minute (fpm). There's no machine room, so you have more leasable building space.

- ⊖ **Belts and small sheaves**
Belts bend better than steel ropes, so sheaves are smaller.
- ⊖ **Gearless system**
Improves ride quality while increasing energy efficiency.



Rail-supported

evolution 200 is supported entirely by its rails, rather than your building.

- ⊖ **Hoistway**
Because evolution 200 uses smaller components, literally everything fits into its hoistway.
- ⊖ **Overhead and pit**
These are smaller giving you more leasable building space.



Controller

Fits into a tiny 8-inch door jamb and is fully-digital. Because there aren't loud mechanical contactors, this elevator is extremely quiet.

- ⊖ **Regenerative drive**
Captures unused energy and feeds it back into your building grid. Comes standard in evolution 200.



Cab

evolution 200 has up to 1500-pound cab weight allowance depending on car configuration. This lets you choose heavy finishes, such as marble, and not slow your elevator.

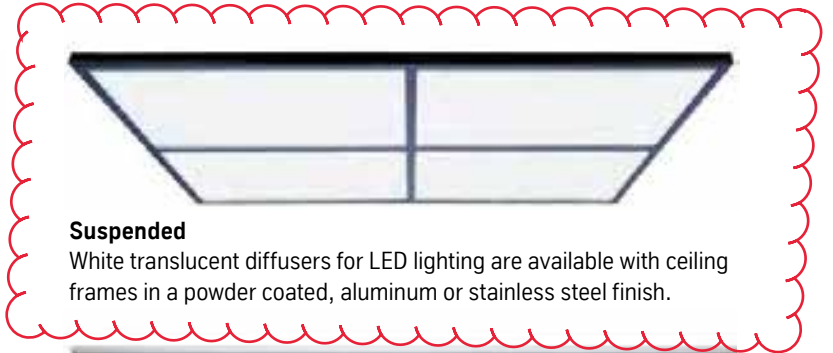
- ⊖ **LED lights**
These come standard. You won't have to change your lightbulbs for decades.
- ⊖ **Standby mode**
Fans and lights turn off when the elevator is not in use.

Cab accessory options

Ceilings



Basic flat
Exposed cab top with optional recessed lighting is available in a powder coated steel finish. Ideal for service cars.



Suspended
White translucent diffusers for LED lighting are available with ceiling frames in a powder coated, aluminum or stainless steel finish.



Downlight²
Metal pan downlight ceiling features LED lighting. Lights are mounted in your choice of powder coated or stainless steel ceiling panels.



Island downlight^{2,3}
Particle board core faced with your choice of plastic laminate, stainless steel or bronze. Houses a concealed emergency exit, as well as concealed metal framework.

Handrails



Cylindrical
1½" cylindrical handrail is a continuous metal form with ends turned toward the wall. We also offer straight endcaps in lieu of the returned ends. Comes in brushed stainless steel.



Flat bar
Metal bar handrail is available in ¼" thickness and 2", 4", or 6" widths. Comes in brushed stainless steel.

Sills

Our cab sill finishes allow you to match your sills to any other design component inside the cab. The standard sill design is aluminum or bronze. You can upgrade the finish to nickel silver for maximum durability.

Aluminum¹

Nickel silver



Braille



Option 1
Resin braille plate with raised floor and elevator identification. Adhered to door jamb.



Option 2
Surface mount cast Braille plate with raised floor elevator identification.

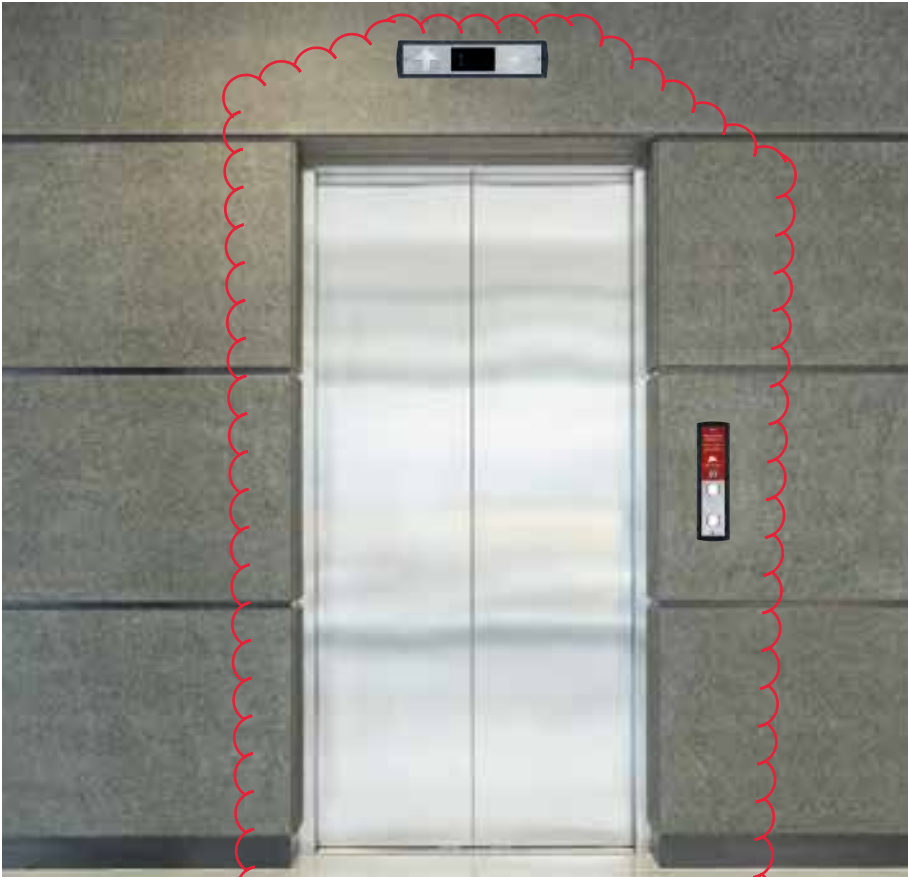


Option 3
Flush (inlaid) mount cast Braille plate with raised floor elevator identification.

¹ Comes standard. Finishes may vary based on your project selections. ² Lighting options may vary depending on cab size. ³ Not available on all models.

Standard fixtures

Signa4



Car operating panel

Hall position indicator

Intermediate hall station with fire services, appendix H and appendix O signage



Terminal hall lantern with arrow or domes



Intermediate hall lantern and car riding lantern with arrow or domes



Intermediate hall station



Position indicator and hall lantern Available in discrete or digital display



Intermediate hall station With fire services devices



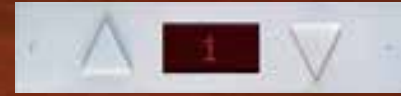
Push button Available in blue & white LED lighting

Product details

- ⊖ Satin stainless-steel finish with charcoal trim
- ⊖ Allows for renovation of metal finish without requiring removal of box or frame

Upgraded fixtures

Traditional



Position indicator
With directional arrows



Intermediate hall station
With fire services devices

Car operating panel



Intermediate hall lantern and car riding lantern with arrows



Terminal hall lantern



Terminal hall station with fire services, appendix H and appendix O signage



Intermediate hall station



Push button
Available in blue, white, red and green LED lighting

Product details

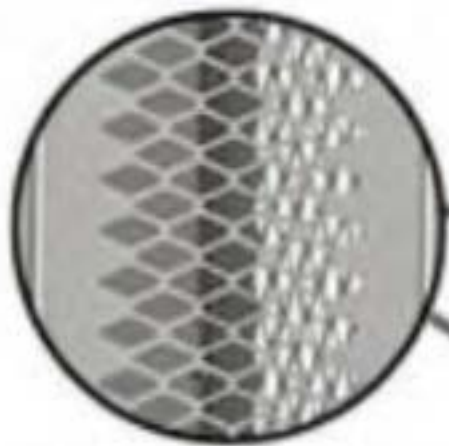
- ⊖ Faceplates in brushed or polished stainless steel
- ⊖ Position indicator displays car location with matrix of red LED-illuminated dots
- ⊖ Buttons available with white, blue, red or green LED lighting



Coat hooks for hanging items



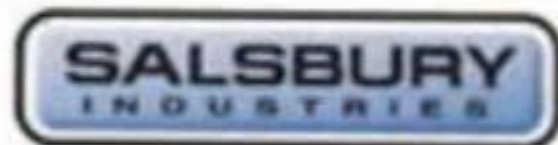
Name/number plate (optional engraving available upon request)



Vents for visibility and maximum airflow



Lift up handle and recessed hasp (accepts built-in lock or padlock)



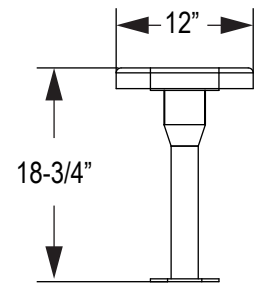
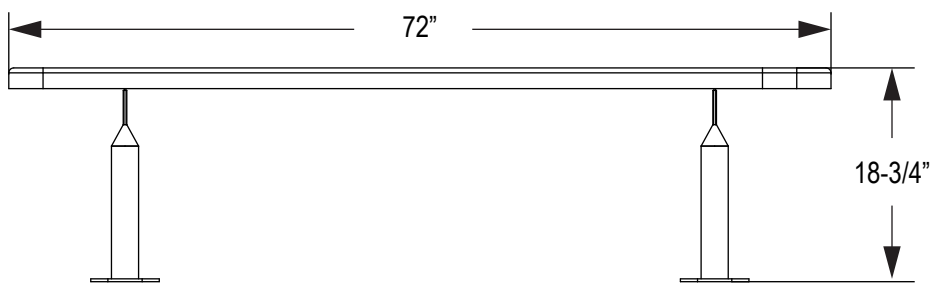
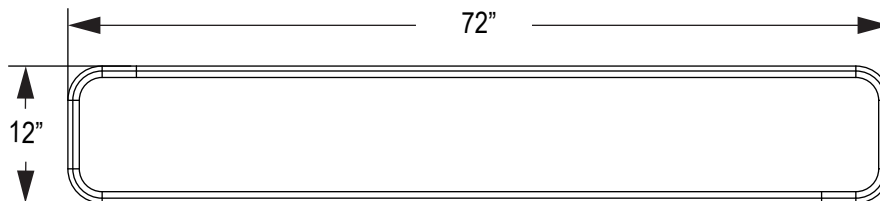
People Committed to Quality Since 1936[®]



Model # 942SM-V6

Dimension Sheet

6' Park Bench W/Out Back, 2" X 12" Planks, Surface Mount, Diamond



DESIGN

ECONOMICAL

COMPLIANT

DURABLE

SUSTAINABLE

HPLSERIES

Partition Collection

HPL Accent

Exceptional Colors/Patterns

Concealed Hardware

Clean, Flush Panels

Stainless Steel Edging

Anodized Aluminum Headrail

Emergency Access

Stainless Steel Hardware

Refined Fit and Finish



BUILDING VALUE SINCE 1906

HPL Metro

Exceptional Colors/Patterns

Concealed Hardware

Clean, Flush Panels



Polished Stainless Steel Hinges

Anodized Aluminum Headrail

Emergency Access

Stainless Steel Hardware

Refined Fit and Finish



Standard Colors

DESIGNER WHITE D354-60					
WHITE CARRARA 4924-38					
ANTIQUÉ WHITE 1572-60					
NATURAL ALMOND D30-60					
BEIGE 1530-60					
GREY 1500-60					
SATIN STAINLESS 4830K-18*					
PLATINUM D315-60					
DESERT ZEPHYR 4841-60					
NATURAL CANVAS 7022-58					
GREY NEBULA 4622-60					
PEWTER MESH 4878-38					
EVENING TIGRIS 4674-60					
NATURAL TIGRIS 4669-60					
WHEAT STRAND 6212-58					
SLATE GREY D91-60					
SHADOW D96-60					
TUNGSTEN EV 4814-60					
SPICED ZEPHYR 4859-60					
WINDSWEPT BRONZE 4794-60					
BURNT STRAND 6307-58					
GRAPHITE NEBULA 4623-60					
GREEN TIGRIS 4667-60					
CHESTNUT WOODLINE 5884-58					
CHOCOLATE WARP 5881-58					
NAVY GRAFIX 7018-58					
BRITTANY BLUE D321-60					
SMOKEY BROWN PEAR 5488-58					
FIGURED MAHOGANY 7040A-60					
XANADU 7945K-38*					
SPECTRUM BLUE 851-58					
HOLLYBERRY D307-60					
LEAF GREEN 8820-58					
BASALT SLATE 3690-58					
BLACK 1595-60					

* PREMIUM COLORS CARRY AN UP-CHARGE NOT TO EXCEED 10% OF TOTAL COST.

PANELS OVER 60" WIDE WITH DIRECTIONAL PATTERNS AND FINISHES WILL BE SPLICED, JOINING THE 2 PIECES ON THE PARTICLE BOARD AT AN ADDITIONAL CHARGE.

HPL COLORS ARE PRINTED REPRODUCTIONS AND ARE FOR DESCRIPTIVE PURPOSES ONLY. REFER TO MANUFACTURER'S SAMPLES FOR ABSOLUTE COLOR FIDELITY. COLOR GUIDES AND SAMPLES ARE AVAILABLE FROM BOBRICK ON REQUEST.

RAPID RESPONSE: LEAD-TIME FOR 35 STANDARD COLORS, ON ORDERS OF UP TO 15 COMPARTMENTS, IS 2 BUSINESS DAYS FOR 1550/1540 AND 10 BUSINESS DAYS FOR 1530/1040/1030 AFTER ORDER APPROVAL .

LEAD-TIME FOR A SUBSTANTIAL SELECTION OF STOCKED WILSONART®, FORMICA®, NEVAMAR®, AND PIONITE® COLORS, ON ORDERS OF UP TO 15 COMPARTMENTS, IS 5 BUSINESS DAYS FOR 1550/1540 AND 20 BUSINESS DAYS FOR 1530/1040/1030 AFTER ORDER APPROVAL.



Partition Collection

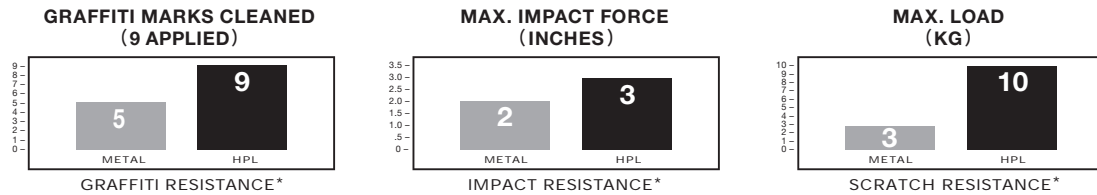
ECONOMICAL

HPL (HIGH PRESSURE LAMINATE) SATISFIES ALL BUDGETS



DURABLE

HPL OUTPERFORMS METAL PARTITIONS



*PER ASTM TEST METHODOLOGY, RESULTS ON FILE.

COMPLIANT

HPL COMPLIES WITH FIRE CODE AND SAFETY STANDARDS

ALL HPL PARTITIONS MEET CLASS B ASTM E 84 INTERIOR WALL FINISH CLASSIFICATION. DOOR HARDWARE CONFORMS TO EMERGENCY ACCESS STANDARDS AND IS OPERABLE WITH ONE HAND, WITHOUT TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST, AND DOES NOT EXCEED FIVE POUNDS OF FORCE.

SUSTAINABLE

HPL QUALIFIES FOR LEED CREDITS

CLASSIFICATION	SECTION
RECYCLED CONTENT	MR 4.1/4.2
RAPIDLY RENEWABLE MATERIALS	MR 6.0
CERTIFIED WOOD	MR 7.0
LOW EMITTING MATERIALS	EQ 4.1
REGIONAL MATERIALS*	MR 5.1

* IF SHIPPED WITHIN 500 MILES OF BOBRICK'S THREE PRODUCTION FACILITIES.

HPLSERIES

HPL PRODUCT OVERVIEW

	HARDWARE	EDGE FINISH
HPLMetro™ 1550	CONCEALED STAINLESS STEEL	HPL
HPLClassic™ 1540	CHROME-PLATED	HPL
HPLAccent™ 1530	CONCEALED STAINLESS STEEL	STAINLESS STEEL
STEEL CORE STILE OPTION		
DESIGNER 1040	CONCEALED STAINLESS STEEL	HPL
TRIMLINE 1030	CONCEALED STAINLESS STEEL	STAINLESS STEEL
MAXIMUM HEIGHT / STEEL CORE STILE OPTION		
DESIGNER 2040	CONCEALED STAINLESS STEEL	HPL
TRIMLINE 2030	CONCEALED STAINLESS STEEL	STAINLESS STEEL

NOTE: ALL SERIES ARE AVAILABLE IN FLOOR-ANCHORED, OVERHEAD-BRACED AND CEILING-HUNG CONFIGURATIONS. REFER TO WWW.BOBRICK.COM FOR SPECIFICATION DETAILS, TECHNICAL BULLETINS, MODEL NUMBERS, UPGRADES AND OPTIONS.



BUILDING VALUE SINCE 1906

Costs Associated With Propane Vehicle Fueling Infrastructure

Factors to consider in the implementation of fueling stations and equipment

Margaret Smith, New West Technologies (DOE HQ Technical Support)
John Gonzales, National Renewable Energy Laboratory

This document has been peer reviewed by the propane industry.

August 2014



U.S. Department of Energy



Alliance AutoGas
POWERED BY PROPANE

PROPANE
FLAMMABLE GAS
NO SMOKING



540-812-0090

Alliance AutoGas



Purchase Price Breakdown - New Facility for Clackamas County Transportation and Development

Per Agreement, the Schematic Drawings dated Nov 1, 2018 and clarifications and qualifications set forth in the Scope of Development.

CONFIDENTIAL INFORMATION
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Project Data:

Main Service Building - Floor Area	49 290
Main Service Building - Footprint Area	36 514
Main Service Building, Covered Parking and Out Buildings - Total Area	104 980

Main Service Building - Ground Floor

General Office (SF):	7 242
Parts // Ship & Receive) (SF):	1 639
Sign Shop / Flex (SF):	2 749
Wood Shop - Under Mezzanine (SF):	1 565
Wood Shop - Crane Served (SF):	958
Metal Shop (SF):	2 441
Heavy Equip. / Service (SF):	14 879

Fleet Services -

Vehicle Maintenance (SF):	3 106
Paint & Prep (SF):	1 672
Office & Restroom (SF):	263

Main Service Building Upper Floor

General Office (SF):	7 033
Parts Storage (SF):	5 743

Onsite Covered Parking, Stations & Special Improvements

Scale House (SF):	1 970
10 YD Carport (SF):	13 692
6 YD Carport (SF):	19 875
Fuel Station (SF):	1 968
Vehicle Wash (SF):	3 483
Cold Storage (SF):	2 916
Heated Bulk Material (SF):	4 303
Decant (SF):	2 410
Sand Shed (SF):	5 073

Site Area

Site Area (11.76 Acres) - Beaver Creek Road Property:	512 266
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Abbreviation Key:

Included on a per item basis	ea
Included by Lump Sum	inc
Included by Square Foot	sf
Included by Lineal Foot	lf
Included by Cubic Yard	cy
Included by Week	wk
Included by Month	mo
Not Included	nic
Not Required	nr

Purchase price shall be adjusted to final amount of cost **Allowance**

Purchase Price Breakdown Summary

Description	Unit	Sub Totals	Total
SOFT COSTS			\$5 191 950
Design and Engineering		\$1 268 750	
Concept Planning / Programming / Schematic Plans	inc		
Architect - Architecture // Fire, Life & Safety Review // Field Inspections	inc		
Structural Engineer - Engineering // Field Visits // Shop Drawing Review	inc		
Civil Engineer - Roads // Intersections // Sidewalks // Driveways // Utilities	inc		
Landscape Architecture & Plans	inc		
Plumb/ Mech/ Elect Engineer Performance Specifications	inc		
Interior Design	nic		
Signage Design & Signage Permit Procurement	inc		
Parking Lot Lighting Plan & Engineering	inc		
Surveys and Reports		\$188 400	
ALTA Boundary, Frontage/Intersection and Topographic Survey	inc		
Field Staking & Construction Layout - Control & Offsets	inc		
Structure Location - Certification	inc		
Geotechnical Report & Field Investigation	inc		
Traffic Study & Consulting	inc		
Level I - Environmental Report	inc		
Level II - Environmental Report	nic		
Legal - Greenway		\$47 000	
Joint Access Agreements	nic		
Joint Garage Use Agreement	nic		
Joint Parking Lot Agreement	nic		
Land Use -	inc		
Disposition Agreement -	inc		
Regulatory Requirements and Fees - Allowance		\$1 900 000	
Building Permit / Plan Review Fees / Systems Impact Fees	Allowance		
City - Preapplication Conference	inc		
Geologic Hazards Review	nic		
Groundwater Hydrogeology Review	nic		
Signs—Design Review	ls		
Steep Slope Review - Review	ls		
Zone Change	nic		
Lot Line Adjustment	nic		
Conditional Use / Variance Application	nic		
Transportation Analysis	ls		
Landscape Plan Check	ls		
Sign Application & Permit	ls		
State Surcharge	ls		
Design Review	ls		
City - Building Permit / Inspections	ls		
School Fees	nic		
Fire Facility	nic		
Police Facility	nic		
Park & Recreation	ls		
Traffic Impact Fee	ls		
Sewer Impact Fee	ls		

Sewer Inspection Fee	ls	
H2O - Meter, Inspection & Impact Fees	ls	
Water Resource Applications	ls	
Approach & city sidewalk permit	ls	
Plumbing Permit	inc	
Plumbing Plan Review	inc	
Mechanical/Electrical	inc	
Sanitary Sewer-Use/Branch Fees	ls	
Storm Sewer-Use/Impact Fee	ls	
Quality Control Testing and Inspections- NIC- By Owner		\$87 000
Materials Testing/ Special Inspections - Course of Construction	inc	
Environmental Testing	nic	
Special- Photo Documentation (Aerial, Pipe Camera, Thermal Imagery)	nic	
Bonds and Insurance		\$212 900
Performance Bond	nic	
Builders Risk Insurance - Course of Construction & Insurance // Ins Cert Mgmt. // Lien Waiver Mgmt.	inc	
Financing		\$1 487 900
Financing - Points / Fees / Closing Cost	inc	
Interest Carry - Course of Construction	inc	
LAND		\$2 525 101
Land, Due Diligence & Procurement Costs		\$2 525 101
Land, Closing Costs (Title Fees & Taxes)	sf	
Title Report	inc	
Staff - Closing	inc	
MANAGEMENT		\$1 599 736
Development Coordination & Fee		\$1 599 736
Land (Identification, Control & Purchase)	ls	
Entitlement Procurement Coordination	ls	
Construction Bid-out & Contractor Procurement	inc	
Marketing & Branding	inc	
Funding (Identification, Offering, Loan Close, Proforma, etc)	inc	
Fee ~ 5%	ls	
CONSTRUCTION HARD COSTS		\$21 453 964
SITE, OFFSITE AND BUILDING CONSTRUCTION		\$21 453 964
Building, Offsite and Site Construction	ls	
SPECIALTY		\$14 500
Art, Water Features, Entrance Monuments, etc.		\$14 500
Paintings & Pictures	nic	
Sculptures	nic	
Water Features	nic	
Fountains	nic	
Entry Monuments & Building Signage	Allowance	
SOFT COST CONTINGENCY		\$520 645

Subtotal

x

\$520 645

Total - Purchase Price

\$31 305 896

List of Allowances - Amounts Included in Purchase Price

Soft Cost Allowances

Jurisdictional Permits & Fees	\$	1 900 000
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Specialty

Entry Monuments & Building Signage	\$	14 500
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Construction Hard Cost Allowances

Gas - Fuel Equipment / Containment / Tanks (4 Pump Stations)	\$	475 000
Paint Booth - Air Treat / Exhaust / Heated (14.3' x 26.3' x 11 Outside Dim)	\$	49 500
Decant System / Washout Area / Drive Grates / Separator	\$	55 000
Propane - Fuel Equipment / 1000 Gal Skid Tank & Distribution (1 Pump Station)	\$	135 000
Water Reservoir & Fill Station	\$	18 000
Vehicle Scale - Equipment	\$	52 000
Self Service Vehicle Wash - Waste System / Equipment (4 Bays)	\$	105 000
Special Entry Roadway Entry // Art	\$	45 000
Door Hardware	\$	57 923
Beavercreek Intersection (Signalization, Turn Lanes, Pole Burial)	\$	650 000
On & Offsite Public Roads & RT. of Way Improvements	\$	1 597 050
Bridge Cranes, Bridge Railing & Controls	\$	250 000
Low Voltage (Data/Telephone/Security)	\$	350 000

*Approx. add: \$120,000 Auto Wash - 4 Bays

** An allowance is a placeholder in order to establish a baseline budget for certain portions of the project that Buyer and Seller agree are not definitively estimated at the time of entering into Agreement. The cost of the Maintenance Facility and accordingly the sales price shall be adjusted up or down at the conclusion of the Design and Entitlements to reflect the mutually agreed upon costs for allowance items.

PURCHASE PRICE BREAKDOWN / CONSTRUCTION HARD COSTS

GENERAL REQUIREMENTS

\$565 538

Field Coordination and Project Management

\$401 203

Field Superintendent x 1	mo
Field Forman x .5	mo
Field Project Engineer	mo
Project Manager x 1	mo
Assistant Project Manager x .5	mo
Scheduling Coordinator x 1	mo

Temporary Construction Facilities

\$49 885

Temp Electr/ Water/Heat	mo
Temp Toilets/ Facilities	mo
Temp- Lighting/ Fire Protect	mo
Temp Utilities- Tele/ WIFI/ Comm	mo
Temp Heat/ Vent	inc
Temp Equip/ Truck/ Rentals/ Fuel	mo
Temp Job Trailer	mo
Temp Containers/ Storage	mo
Temp Secure/ Fencing	mo
Temp Erosion Control- See Excavation	nic
Constr Prints / Photos / Delivery	ls
Temp Project Sign/ Signage	ls

Temporary Barriers and Enclosures

\$5 350

Top tent Scaffolding- Weather protection	nic
Temp barrier- frame / visqueen- room divide	ls
Window /door protection - OH Door cutout	nic
Exit Protection- Barricades/ Covers	nic
Enclose Scaffolding	nic
Cones / Barricades / Special Signage (Direction / Safety)	ls

Construction Layout-

\$44 697

Site / Building Layout - Field Staking & Control	ls
Utility Staking	ls
Concrete Panel & Reveal Layout	ls
Pavement Staking	ls

Continuous and Final Cleaning

\$55 904

Continuous Cleaning - Bldg. / Site	mo
Continuous Cleaning - Office	mo
Continuous Cleaning - Service/Shop // Sheds	mo
Final Cleaning-Office	sf
Drop Box / Disposal- Misc./ Final Constr Debris	ea

Project Closeout and Documents

\$8 500

Punch list -	ls
--------------	----

Warranty Repairs	ls
Warranty Manuals/Record Drawings	ls

EXISTING CONDITIONS **\$22 088**

Selective Site Demolition **\$22 088**

Fencing	ls
House	ls
Septic System	nic
Oil Tanks (Decommission)	ls
Retaining Walls	nic
Trash Enclosure/ Slab- Demolition	nic
Sawcut Paving	ls
Paving- Disposal	ls
Export/ Disposal	nic

CONCRETE **\$1 356 644**

Reinforcing Steel - Supply & Install **\$336 205**

Cont. Footings- Building Perimeter	lf
Cont. Footings- Loading Dock Wall	nic
Cont. Footings- Dock Retaining Walls	nic
Spread Footings- Building Perimeter	ea
Spread Footings- Interior columns- Shell	ea
Spread Footings- Interior columns- Mezz	ea
Int continuous footing- CMU- Shear Wall & Occupancy Separation	lf
Concrete Floor Slab - Building	sf
Concrete Floor Slab - 6 Yd Carport	sf
Concrete Floor Slab - 10 Yd Carport	sf
Concrete Floor Slab - Fueling	sf
Concrete Floor Slab - Vehicle Wash	sf
Concrete Floor Slab - Heated Bulk, Decant, Sand Shed - Continuous Footings	sf
Concrete Paving - Site Aprons & Heavy Driving Area	sf
Concrete Floor Slab- Exterior Dock	nic
Concrete Floor Slab- Trash Enclosure	sf
Concrete Wall Panels-Building	sf
Vert Conc-Dock Retaining Walls	nic
Vert Conc-Trash Enclosure Walls- ALT CMU	nic
CMU-Electrical Room	sf
Spec- Concrete Stair Footing	ls
Spec- Grade Beams/ Column to Column	nic
Spec- Driveway Apron	ls
Fueling - Continuous Footings	lf
Fueling - Spread Footings	ls
Vehicle Wash - Continuous Footings	lf
Vehicle Wash - Spread Footings	ea
10 Yd Carport - Continuous Footings	nic
10 Yd Carport - Spread Footings	ea
6 Yd Carport - Continuous Footings	nic
6 Yd Carport - Spread Footings	ea
Cold Storage / Heated Bulk, Decant, Sand Shed - Continuous Footings	lf
Scale House	lf
Reinforcing Steel Installation	lb

Cast in Place Concrete **\$1 020 439**

Cont. Footings- Building Perimeter	lf
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Cont. Footings- Dock Wall	nic
Cont. Footings- Dock Retaining Walls	nic
Spread Footings- Interior columns- Shell	ea
Spread Footings- Interior columns- Mezz	ea
Int continuous footing- CMU- Shear Wall & Occupancy Separation	lf
Concrete Floor Slab - 6" Building	sf
Concrete Floor Slab - 6 Yd Carport	sf
Concrete Floor Slab - 10 Yd Carport	sf
Concrete Floor Slab - Fueling	sf
Concrete Floor Slab - Vehicle Wash	sf
Concrete Floor Slab - Heated Bulk, Decant, Sand Shed - Continuous Footings	sf
Concrete Floor Slab- Exterior Dock	nic
Concrete Floor Slab - Trash Enclosure	sf
Concrete Floor Slab- Compressor/ Compactor Pads	sf
Concrete Wall Panels	sf
Concrete Slab - Mezzanine w wire mesh & pump	sf
Concrete Wall Panels- Loading Dock Walls	sf
Int continuous footing- Electrical Room	lf
Vert Conc-Dock Retaining Walls	sf
Vert Conc-Trash Enclosure Walls	sf
Spec- Form Liner - Wall Panel	sf
Site retaining wall- SEE Site Improvements	nic
Spec Ftgs & Slabs - Elevator Pit // Scale // Decant // H2O Fill // Fuel Islands	ls

Precast Concrete

\$0

Precast Concrete Structure	nic
Precast Decorative Concrete	nic
Precast Spec- Stair Treads	nic

Light Wt Conc. Decks and Underlayment

\$0

Cement / Gypcrete Topping/ Pump- Mezzanine	nr
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MASONRY

\$194 950

Unit Masonry

\$194 950

CMU Walls - Main Building Occupancy Demising Walls (B, S, S2 & H)	sf
CMU Partial Ht. Walls - Cold Store/Heated Bulk/Decant/Sand Shed	sf
CMU Walls - Electrical Room	sf
Glass Block	nic

Stone

\$0

Stone & Brick Veneer	nic
Stone Walls	nic
Stone Decorative Feature	nic

METALS

\$4 416 379

Certified Field Welding

\$20 800

Columns/ Posts-Shell	ls
Headers/ Ledgers / Hangers / Struts / Deck - All Structures	ls
Embeds - Wall Panels	inc

Structural Steel /Metal Fabrications & Metal buildings

\$4 395 579

Columns/ Posts-Shell	ea
Columns/ Posts-Mezzanine	ea

Rigid Frame- Storefront column	ea
Rigid Frame- Concrete Openings	ea
Structural Steel- Erection	ls
Cranes/ Hoisting	nic
Open Web Joists / Girders & Decking- Roof & Parts Mezzanine	sf
Install Roof and Mezzanine Structures Complete	sf
Ledgers	lf
Metal Handrail- Interior stair	lf
Embeds- Wall Panels	ea
Headers/ Ledgers/Hangers- Roof	lf
Headers/ Ledgers/Hangers- Mezzanine Floor	lf
Steel Stair/Landing	ea
Frames- Recessed Dock Levelers	nic
Frames- Nosing Angle- OH Dock Doors	nic
Frames- Nosing Angle- Continuous at Exterior Dock	nic
Frames- OH Door Edge Guard	ea
Frames- Trash Enclosure	ls
Bollards- Site	ea
Bollards- Building Interior	ea
Steel Ladder- Roof Access	ea
Trash/ Enclosure Canopy- Frame/ Metal Decking	sf
Scale House	sf
10 YD Carport	sf
6 YD Carport	sf
Fuel Station (Col., Steel Trusses & Prefinished Corrugated Roof and Wall Panels)	sf
Vehicle Wash (Col., Steel Trusses & Prefinished Corrugated Roof and Wall Panels)	sf
Cold Storage (Col., Steel Trusses & Prefinished Corrugated Roof and Wall Panels)	sf
Heated Bulk Mat. (Col., Steel Trusses & Prefinished Corrugated Roof and Wall Panels)	sf
Decant (Col., Steel Trusses & Prefinished Corrugated Roof and Wall Panels)	sf
Sand Shed (Col., Steel Trusses & Prefinished Corrugated Roof and Wall Panels)	sf

WOOD AND PLASTICS

\$200 868

Rough Carpentry (Wood)

\$18 400

Wall Framing-Material	nic
Wall Sheathing-Material	nic
Ceiling/Soffit Framing	nic
Roof Strict-Labor- SEE Steel Joists/ Girders	nic
Roof Strict-Material- SEE Steel Joints/ Girders	nic
Roof Purlins/ Framing/ Blocking	nic
Roof Sheathing	nic
Prefab Plywood Joists- Mezz	nic
Glulam beams	nic
Roof Curbs - HVAC - Roof Top Units	ea
Roof Curbs - Skylights / Smoke Vents	ea
Backing - Accessories	ls
Roof Curbs- HVAC- Unit Heaters	ea
Roof Curbs- Skylights/ Smoke Vents	ea
Backing-	nic
Column Erect/ Bolts- SEE Steel Joists/ Girders	inc
Beams/ Joists/ Framing accessories	nic
Floor Framing/ Subfloor	nic
Rough Carpentry- Walls/ Floor/ Roof	nic
Stair	nic
Plywood underlayment	nic

Finish Carpentry Labor**\$39 400**

Frame/ Door/ Hdwr-Install	inc
Metal Frame/ Wood Door/ Hdwr-Install	inc
Metal Frame/ HM Door/ Hdwr-Install	inc
HM Frame-Relight- Install-	inc
Spec Door- Install	inc
Toilet Accessories	inc
Spec Mirror Install	inc
Fire Extr/ Cabinet- Install only	inc
Wood Base-	nic
Wood Trim- Interior	nic
Wood Trim- Exterior- Wall Feature Panels	nic
Wall cap	nic
Corner Guard	nic
Access hatch-Install only	inc
Access Ladder- Install only	inc

Architectural Woodwork and Cabinetry (High Pressure Plastic Laminate & Granite Counters)**\$143 068**

Main // Meeting Room I - Base	lf
Main // Meeting Room I - Upper	lf
Reception - Base & Work Station Counter	lf
Main - Copy Room - Base	lf
Main - Copy Room - Upper	lf
Main - Copy Room - Work Counter	lf
Main - Lunch / Meeting Room - Base	lf
Main - Lunch / Meeting Room - Upper	lf
Main - Parts (Ship & Receive) - Base & Work Station Counter	lf
Main - Lav A Counter (Granite)	sf
Main - Lav B Counter (Granite)	lf
Main - Fleet Services Office - Base & Work Station Counter	lf
Main - Fleet Services Restroom (Granite Counter & Under Counter Storage)	sf
Upper - Mtg Room A	lf
Upper - Mtg Room B	lf
Upper - Mtg Room C	lf
Upper - Mtg Room D	lf
Upper - Lav A Counter (Granite)	sf
Upper - Lav B Counter (Granite)	sf
Upper - Copy Room - Base	lf
Upper - Copy Room - Upper	lf
Upper - Copy Room - Work Station Tables w Recycle Recep x 2	sf
Upper - Satellite Break Room - Base	lf
Upper - Satellite Break Room - Upper	lf
Closet Shelving - (All Closets 16" Prefinished MDF - 5 Shelves)	lf

Plastic Fabrications**\$0**

Tub Surround	nic
FRP / Laminate Wainscot- Warehouse Walls to 12'	nic

THERMAL AND MOISTURE PROTECTION**\$328 600****Damp proofing and Waterproofing****\$13 804**

Waterproof - Dock / Retaining Walls	nic
Damp proof - Tilt Wall Panels - Below Grade	sf

Water stop joints -	inc	
Thermal Insulation & Sound Attenuation		\$66 142
Walls - Perimeter - 10 ft above floor to roof - Stick pin & Lamtec White Facing	sf	
Walls-Ext Perimeter Furring- R-20 @ Office & Parts	sf	
Cold Storage Wall Insulation	nic	
Heated Bulk Storage	ls	
Vehicle Wash	ls	
Walls-Int Partitions Sound Attenuation	sf	
Membrane Roofing & Rigid Roof Insulation		\$171 203
Membrane Roofing - TPO	sf	
Roof Curbs/Crickets	ea	
Rigid Insulation -	sf	
Protection Board - Maintenance Walkways	sf	
Sheet Metal Flashing and Trim		\$42 883
Cap Flashing-	lf	
Parapet/Cornice Flashing	sf	
Masonry Cap Flashing	lf	
Equip Flashing- Mech	ea	
Gutter-	lf	
Scupper/Collector Box	ea	
Metal- Downspout-	ea	
Metal- Counter flash- Skylights	ea	
Metal- Head- Passage Door	ea	
Metal- Head- Storefront windows	lf	
Metal- Head- Window	ls	
Metal- Sill Pan- Window	nic	
Metal Flashing- Installation	ls	
Roof Specialties and Accessories		\$16 150
Roof Access Hatch	ea	
Skylights / Smoke Vent	ea	
Fire and Smoke Protection		\$2 750
Fireproofing- Spray on	ls	
Fire rated insulation	ls	
Fire caulking/ sealants- Corridor walls	ls	
Joint Sealers		\$15 669
Wall Joints-Soffit/vent	lf	
Wall Joints- vertical (Backer Rod & Caulk)	lf	
Sealant-Doors	ea	
Sealant-Windows-Interior	lf	
Sealant- Passage doors- Interior	lf	
Misc. Caulk/Sealant- Grilles/ vents	ls	
Sealant-Windows-Interior	lf	
Sealant- Passage doors- Interior	lf	
Misc. Caulk/Sealant- Grilles/ vents	ls	
Caulk/Sealant- Floor Joints	lf	
Hoisting- Lift	ea	
DOORS AND WINDOWS		\$317 906
Doors, Frames & Hardware		\$112 420
Main Exterior - 3070 Hollow Metal Frame / Door w Push Panic HW	ea	

Main Interior - 3070 Hollow Metal Frame / Door (HW Panic - Rated & Unrated)	ea
Main Interior - 3070 Timely Frame / Solid Core Birch Veneer	ea
Main Interior - 6070 Timely Frame / Solid Core Birch Veneer	ea
Vehicle Wash Building Exterior - Hollow Metal Frame / Door	ea
Heated Bulk Storage Exterior - Hollow Metal Frame / Door	ea
Kick Plates (Doors from Parts/Wood Shop/Sign Shop to Service)	ea
Kick Plates (Doors from Fleet Service Area to Service/Heavy Equip)	ea
Spec- Door Relite Frame (5040)	ea
Door Hardware - Electronic Card Reader - Schlage CO200CY70PRATH626 or equal	ea

Overhead and Special Doors

\$124 850

Roll-down Fire Door w Fusible Link	ea
Overhead Sectional Door- Dock - 9x10	ea
Overhead Sectional Door - 12x14	ea
Door Operators (Constant Push) - All Non-Coiling Fusible Link Doors	ea

Entrances and Storefronts

\$75 636

Alum Frame/Glass - 6040	sf
Alum Frame/Glass - 5040	sf
Alum Frame/Glass - 5030	sf
Alum Frame/Glass - 6030	sf
Alum Entry Door/Frame	ea
Spec Alum- Closer/ Corners	ea
Spec- Push/Pull Hardware	ea
Spec- Concealed Closer	nic

Glazing and Mirrors

\$5 000

Glass/Glazing-Ext window- Transom Panel	nic
Glass/Glazing-Int Relite window	ea
Glass/Glazing-Spec-Security Window	nic
Mirror-Custom-at toilet rooms	ea

FINISHES

\$593 065

Metal Support Assemblies

\$77 765

Metal Stud Framing- Exterior Walls	sf
Metal Stud Framing - Interior Walls	sf
Metal Stud Framing - Gyp Ceilings Areas	sf
Stud Framing-Soffit Face	nic

Gypsum Drywall

\$121 987

Interior - 5/8" Gyp. Exterior Walls - Level 4	sf
Interior - 5/8" Gyp. Interior Walls - Level 4	sf
Interior Ceilings - 5/8" Gyp. - Level 4	sf
Elevator Shaft	inc
Fire Stop-Ceiling/Walls	inc
Draft stop-Roof Structure	ls
Spec-Exterior Soffit- Gyp sheathing	sf

Suspended Ceilings

\$59 961

2x4 Acoustic Ceiling Tile & Grid. Second Look - Tegular Edge (Cortega by Armstrong)	sf
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Resilient Flooring and Base

\$32 081

Main - Lobby (VCT) - Armstrong Excelon Stonetex 18"x18"	sf
Main - Hall (VCT) - Armstrong Excelon Stonetex 18"x18"	sf

Main - Radio Room (VCT) - Armstrong Excelon Stonetex 18"x18"	sf
Main - Tech Storage (VCT) - Armstrong Excelon Stonetex 18"x18"	sf
Main - Reception (VCT) - Armstrong Excelon Stonetex 18"x18"	sf
Main - Copy Room (VCT) - Armstrong Excelon Stonetex 18"x18"	sf
Main - Lunch / Meeting Hall (VCT) - Armstrong Excelon Stonetex 18"x18"	sf
Main - Fleet Services Office (VCT) - Armstrong Excelon Stonetex 18"x18"	sf
Upper - Office Supplies (VCT) - Armstrong Excelon Stonetex 18"x18"	sf
Upper - Copy Room (VCT) - Armstrong Excelon Stonetex 18"x18"	sf
Upper - Satellite Break room (VCT) - Armstrong Excelon Stonetex 18"x18"	sf
Upper - Custodian Supplies (VCT) - Armstrong Excelon Stonetex 18"x18"	sf
Sheet Vinyl	nic
Resil Tile (VRT)	nic
Rubber Stair Treads	ls
Rubber Base	lf

Carpet

\$36 684

Main Open Office - Mohawk Commercial / Broadloom/ Mindful - 12' Roll	sf
Mtg 1 - Mohawk Commercial / Broadloom/ Mindful - 12' Roll	sf
Upper Open Office - Mohawk Commercial / Broadloom/ Mindful - 12' Roll	sf
Upper Mtg Area F - Mohawk Commercial / Broadloom/ Mindful - 12' Roll	sf
Upper Mtg Area D - Mohawk Commercial / Broadloom/ Mindful - 12' Roll	sf
Upper Mtg Area E - Mohawk Commercial / Broadloom/ Mindful - 12' Roll	sf
Upper Mtg. Area C - Mohawk Commercial / Broadloom/ Mindful - 12' Roll	sf
Upper Flex Area - Mohawk Commercial / Broadloom/ Mindful - 12' Roll	sf
Upper Traffic Operations - Mohawk Commercial / Broadloom/ Mindful - 12' Roll	sf
Upper AV Storage - Mohawk Commercial / Broadloom/ Mindful - 12' Roll	sf
Upper Open Office 2 - Mohawk Commercial / Broadloom/ Mindful - 12' Roll	sf
Upper Office - Mohawk Commercial / Broadloom/ Mindful - 12' Roll	sf
Upper Mtg. Area B - Mohawk Commercial / Broadloom/ Mindful - 12' Roll	sf
Upper Mtg. Area A - Mohawk Commercial / Broadloom/ Mindful - 12' Roll	sf
Upper Hall - Mohawk Commercial / Broadloom/ Mindful - 12' Roll	sf
Elevator	sf
Entry Vestibule - Recessed Walk-Off Mat (6'x6')	ls

Ceramic Tile Floors and Wainscoting

\$55 657

Main Level - Lav A & B	
Floor Tile - Dal-Tile / Linden Point / Porcelain (12" x 24"- 3/16" Grout Joint)	sf
Wainscoting - 54" AFF - Dal-Tile/Linden Pt./Ceramic 2x2/Unpolished/Straight Joint	sf
Main Level - Locker Room A & B	
Floor Tile - Dal-Tile / Linden Point / Porcelain (12" x 24"- 3/16" Grout Joint)	sf
Wainscoting - 54" AFF - Dal-Tile/Linden Pt./Ceramic 2x2/Unpolished/Straight Joint	
Vestibule	
Floor Tile - Dal-Tile / Linden Point / Porcelain (12" x 24"- 3/16" Grout Joint)	sf
Upper Level - Lav C & D	
Floor Tile - Dal-Tile / Linden Point / Porcelain (12" x 24"- 3/16" Grout Joint)	sf
Wainscoting - 54" AFF - Dal-Tile/Linden Pt./Ceramic 2x2/Unpolished/Straight Joint	sf
Satellite RR	
Floor Tile - Dal-Tile / Linden Point / Porcelain (12" x 24"- 3/16" Grout Joint)	sf
Wainscoting - 54" AFF - Dal-Tile/Linden Pt./Ceramic 2x2/Unpolished/Straight Joint	sf
Satellite RR	

Floor Tile - Dal-Tile / Linden Point / Porcelain (12" x 24"- 3/16" Grout Joint)	sf	
Wainscoting - 54" AFF - Dal-Tile/Linden Pt./Ceramic 2x2/Unpolished/Straight Joint	sf	
Exterior Paint and Painting		\$79 494
Flashing - Cap / Trim (Prefinished)	nr	
Concrete Wall Panels	sf	
Concrete Dock Retaining Walls	nic	
Metal Stair / Railing	ea	
Guardrail / Handrail	lf	
Gutters	lf	
Exposed Columns	ea	
Downspouts	ea	
Soffits	nic	
Bollards	ea	
HM Passage Door/ Frame	ea	
Overhead Door- Exterior side only	ea	
Interior Paint and Painting		\$54 878
Gyp Bd Walls -	sf	
Gyp Bd Ceiling/Soffit	sf	
Interior Exposed Concrete & CMU Walls	sf	
Special Slab Markings - Traffic Area Hatching		
Spec - Ductwork	sf-A	
Spec- Hoisting-	nic	
Floor Sealer		\$74 558
Floor Sealer - Tenant // Eco-Hard-N-Seal (Wash bays // Main Building Exposed Slab)	sf	
Epoxy base coating	nic	
Protection/ Venting	nic	
SPECIALTIES		\$49 521
Tack boards		\$0
Chalkboard/ Screen-	nic	
Display Board-	nic	
Toilet Partitions and Compartments		\$10 200
Toilet Partition/Compartment - Floor Mount (Bobrick HPL Accent Series 1530)	ea	
Urinal Screen - Wall Mount (Bobrick HPL Accent Series 1530)	ea	
Code Required & R/R Identifying Devices and Signs		\$2 170
Interior signage- HC Toil/Toil	ea	
Interior signage -	nic	
Exterior signage-Building Address	nic	
Exterior signage-Building Identification	ls	
Building Directory	nic	
Flag Pole/ Base/ Flag	nic	
Lockers		\$23 820
Locker/Base-Single High/ Top/ Fillers - 18" 2-Tier 6' Tall Lockers Standard Color	ea	
Bench/ HC Bench	ea	
Code Required Fire Protection Specialties		\$2 490
Fire extinguisher/ Wall bracket	ea-A	
Fire extinguisher/ Wall bracket	ea-A	

Fire extinguisher/ Wall bracket
 FE/ Bracket/ Cabinet- INSTALL

ea-A
 ea

\$10 841

Toilet and Bath Accessories

Coat Hook
 Grab Bars - Bobrick B-5806 x 30
 Towel Dispenser - Bobrick Auto Roll Dispenser B-7294
 Hooks / Mop Rack
 Mirror - Gamco C - Series Channel Frame Mirror – 24" x 36"
 Mirror - Tall - Locker Rooms A & B 24" x 48"
 Paper Towel Dispenser
 San Nap Dispenser -
 San Nap Disposal -
 Seat Cover Dispenser - Bobrick B-221 Surface Mounted
 Shelf -
 Soap Dispenser
 Toilet Tissue Dispenser- Bobrick B-27313 Three Roll
 Waste Disposal
 Install- Toilet and Bath Accessories

nic
 ea
 ea
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EQUIPMENT

\$9 190

Loading Dock Equipment

\$0

Dock Levelers-face of dock
 Dock Levelers- Recessed
 Dock Ramp/ Platform
 Dock Levelers-face of dock
 Dock Levelers- Recessed
 Dock Ramp/ Platform
 Dock Seal/ Shelter
 Dock Seal/ Shelter
 Dock Bumpers
 Dock Lights
 Dock Accessories
 Bollards- Interior

nic
 nic
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 nic
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 nic
 nic

Lunch Room Appliances

\$9 190

Lunch / Mtg Room - Microwave x 2 Whirlpool 1.6 cu. ft. Stainless Steel Model# WMC30516AS
 Lunch / Mtg Room - Dishwasher x 1 Lunch / Mtg Room - Dishwasher x 1 Whirlpool Model# WDT750SAH
 Lunch / Mtg Room - Refrigerator x 2 Whirlpool 27 cu. ft.- Model WRF757SDHZ (Stainless Steel)
 Lunch / Mtg Room - Stove Top / Range Oven
 Satellite Break Room - Microwave x 1 Whirlpool 1.6 cu. ft. Stainless Steel Model# WMC30516AS
 Satellite Break Room - Dishwasher x 1 Whirlpool Model# WDT750SAHZ
 Satellite Break Room - Refrigerator x 1 Whirlpool 27 cu. ft.- Model WRF757SDHZ (Stainless Steel)
 Satellite Break Room - Stove Top / Range Oven
 Hoods
 Makeup Air Equip
 Venting as Required by Code (See Mech)

ea
 ea
 ea
 nic
 ea
 ea
 ea
 nic
 nic
 nic
 inc

FURNISHINGS

\$0

Manufactured Casework and Accessories

\$0

Counters - Cashier-
 Take out counter
 Beverage Station
 Queing Rail

ea
 nic
 nic
 nic

Soffit Sign	nic	
Special Casework	nic	
Window Treatment		\$0
Window blinds- Windows/Relites	nic	
Draperies - Curtains -	nic	
FF& E (Furniture, Fixtures and Equipment - Excluded)		\$0
Tables / Chairs / Work Stations / Cubicle, shelves, storage, partitions and furniture	nic	
Artwork	nic	
Office Supplies	nic	
Servers / Computers / Data Racks	nic	
Vending Machines	nic	
TVs / Monitors	nic	
Communication / Data Networking	nic	
Plants	nic	

SPECIAL CONSTRUCTION **\$934 500**

Special Equipment		\$889 500
Air Compressor (Use Existing County Unit)	nic	
Oil / Antifreeze Distribution - Vehicle Maintenance	nic	
Gas - Fuel Equipment / Containment / Tanks (4 Pump Stations)	Allowance	
Paint Booth - Air Treat / Exhaust / Heated (14.3' x 26.3' x 11 Outside Dim)	Allowance	
Decant System / Washout Area / Drive Grates / Separator	Allowance	
Propane - Fuel Equipment / 1000 Gal Skid Tank & Distribution (1 Pump Station)	Allowance	
Water Reservoir & Fill Station	Allowance	
Vehicle Scale - Equipment	Allowance	
Self Service Vehicle Wash - Waste System / Equipment (4 Bays)	Allowance	*Approx. add: \$120,000 for Auto Wash - 4 Bay

Entry Roadway Canopy (Art)		\$45 000
Special Entry Roadway Entry // Art	Allowance	

Building Automation Systems		\$0
Door Controls	nic	
Employee Time Clocks / Time Monitoring System	nic	
Automated Systems -Energy	nic	
Automated Lighting Controls	nic	

CONVEYING SYSTEMS **\$132 875**

Elevator		\$132 875
Office Elevator - Hydraulic	inc	
Office Elevator - Controls	inc	
Material Lift Elevator	inc	

Hoists and Cranes		\$0
Bridge Cranes / Column Support Corbels / Steel Support Rails / Control	nic	
Vehicle Lifts / Equipment Lifts / Hoists	nic	
Vehicle Service Pit	nic	
Jib Cranes & Hoists	nic	

FIRE SUPPRESSION **\$302 110**

Fire Protection		\$302 110
Fire spr- Piping / Heads - Wet- Office / Parts / Service	sf	

Fire spr- Piping/ Heads-Wet- Mezz floor	sf
Paint Booth / Duct Fire Suppression	sf
Fire spr- Piping/ Heads-Wet- Office	sf
Fire spr- Heads-Wet- Toilet/ IT/ Offices	ea
Fire spr- Piping/ Heads - Dry -	sf

Fire Pumps- NIC

\$0

Electric Fire Pump	nic
Diesel Fire Pump	nic
Fire Pump Accessories/ Shelter/ Controls	nic

PLUMBING

\$196 509

Plumbing Installation

\$161 303

Piping- Underslab Waste & Cleanouts (Steel Drive Covers)	lf
Piping - Domestic Water	lf
Fixtures - Installation	ea
Fixture- Ext Hose Bibs (Supply / Install)	ea
Fixture - Floor Drains	ea
Air Piping and Drops	ea
Trench Drains - Heavy Equip - Service Area	lf
Grease Trap - Exterior	ls
Spec- Elevator pump/discharge	ea

Process Piping and Equipment- Included in Plumbing

\$0

Compressed Air Piping - Main Trapeze	nic
Fluid Piping	nic
Gas Piping	nic
Compressor/ Pumps	nic

Plumbing Fixtures and Equipment- Included in Plumbing

\$35 206

Fleet Services - Utility Sink - 4 Leg Stand	ea
Fleet Services Paint & Prep Wall Mount - Eye Wash	ea
Fleet Services - RR - Toilet Kohler K-4388-0 1.6 gpf // Touchless Flush K-10957-SV-CP	ea
Janitor Supply - Floor Mount Mop Sink	ea
Heavy Equip/Service - Utility Sink - 4 Leg Stand	ea
Heavy Equip/Service - Drinking Fountain	ea
Wood Shop - Drinking Fountain	ea
Main Level Lav A - Toilet Kohler K-4388-0 1.6 gpf // Touchless Flush K-10957-SV-CP	ea
Main Level Lav A - Kohler Ladena Under-mount K-2214-0 / Triton centerset K-7404-2N-CP	ea
Main Level Lav B - Toilet Kohler K-4388-0 1.6 gpf // Touchless Flush K-10957-SV-CP	ea
Main Level Lav B - Kohler Ladena Under-mount K-2214-0 / Triton centerset K-7404-2N-CP	ea
Main Level Lav B - Urinals Kohler Dexter siphon-jet wall-mount K-5016-ET-0 Touchless Flush	ea
Main Level - Lunch / Mtg Room - Kohler Ladena Under-mount K-2214-0 / Triton centerset K-7404-2N-CF	ea
Main Level - Lunch / Mtg Room - Kohler Ladena Under-mount K-2214-0 / Triton centerset K-7404-2N-CF	ea
Locker Rooms A & B - Kohler Ladena Under-mount K-2214-0 / Triton centerset K-7404-2N-CP	ea
Locker Rooms A & B - Toilet Kohler K-4388-0 1.6 gpf // Touchless Flush K-10957-SV-CP	ea
Toilet Kohler K-4388-0 1.6 gpf // Touchless Flush K-10957-SV-CP	ea
Water Closets	ea
Upper Level Lav A - Kohler Ladena Under-mount K-2214-0 / Triton centerset K-7404-2N-CP	ea
Upper Level Lav B - Toilet Kohler K-4388-0 1.6 gpf // Touchless Flush K-10957-SV-CP	ea
Upper Level Lav B - Kohler Ladena Under-mount K-2214-0 / Triton centerset K-7404-2N-CP	ea
Upper Level Lav B - Urinals Kohler Dexter siphon-jet wall-mount K-5016-ET-0 Touchless Flush	ea
Upper Level - Kohler Drinking Fountain K-5293-0	ea
Upper Level Satellite Kitchen - Kohler Ladena Under-mount K-2214-0 / Triton centerset K-7404-2N-CP	ea
Garbage Disposal	nic

Garbage Compactor	nic
Water Heater - Tank	ea
Eye Wash	ea

HEATING, VENTILATION AND AIR CONDITIONING

\$545 946

Heating, Ventilation, and Air Conditioning

\$545 946

Heat / Vent / Air Cond - Main Building Office & Part Storage	sf
Freeze Protection Fleet Services / Vehicle Maintenance	sf
Freeze Protect - Service / Heavy Equip / Metal Shop / Wood Shop (Co-Ray-Vac Radiant Tube Heat)	sf
Heated Bulk Storage - Gas Fired Unit Heaters	sf
Vehicle Wash - Gas Fired Unit Heaters	sf
Roof Top Unit - Fleet Services Office // Restroom	inc
Roof Top Unit - Paint & Prep	inc
Make Up Air - Paint Booth	inc
Special Air Cond - IT / Mech	inc
Vent - Exh Fan / Duct - Toilet Rooms / Lunch / Test Kit	inc
Ductwork / Grilles	ls
Gas Piping -	ls
Testing / Adjusting / Balancing	ls
Vent-Exh Fan/ Duct- Toilet Rooms/ Elev/ Store	ea
Gas Unit Heaters - Freeze Protection	Inc
Gas Piping	Inc

Humidity Control Equipment

\$0

Dehumidifier - Pool	nic
Ducting / Grilles	nic
Flexible Ducting	nic

ELECTRICAL

\$869 350

Power Distribution

\$676 180

Main Panel / Service / Subpanels	Inc
Branch / HVAC / circuiting	Inc
Primary / Utility / Conduits	Inc
Electrical Permit	Inc
Equipment Connections	Inc
Power Distrib / Outlets - General Lighting (Office // Parts // Wood Shop)	sf
Power Distrib / Outlets - Lighting Service (All Columns / Every 10' Perim. Walls)	sf
Power Distrib / Outlets - 75 Heavy Duty Service & Outdoor 4-Plex Outlets (Locations TBD)	sf
Power Distrib - HVAC Equipment	Inc
Spec - Lighting Fixture Install	Inc
Spec - Hook Up Equipment Included in the Purchase Price Breakdown	nic
Spec - Monument sign flood lights	ea

Emergency Power

\$0

Emergency Generator/Transfer Switch	nic
UPS System - Uninterruptable Power System	nic

Lighting

\$122 971

Ext Building Lighting Main Building - Wall packs	ea
Ext Building Lighting- Wall packs- Exit lights- small	ea
Ext Building Lighting- Soffit/Entry Canopy	ea
Lighting - Out Buildings	sf
Interior Lighting- Shop / Service Mhalid- HighBay LED	sf

Interior Lighting- Office- LED & Parts Storage Chain Hung	sf		
Interior Lighting- Lobby- Pendants	nic		
Site Lighting- Included in Electrical		\$70 200	
Site Lighting - Poles / Fixtures	ea		
Walkway Lighting	ea		
LOW VOLTAGE			\$0
LOW VOLTAGE (\$350,000)		\$0	
Low Voltage (Data / Communication / Security) <small>Data Equipment/Controls/ Jacks</small>	Allowance nic		
Telephone System		\$0	
Telephone Prewire	nic		
Telephone- Box/ Prewire	nic		
Telephone- Conduit/ Chase	nic		
Telephone-Equipment/Controls/ Jaks	nic		
Television Systems		\$0	
CCTV System-Equipment	nic		
CCTV System- Installation	nic		
Cable TV	nic		
Public Address and Music Systems		\$0	
Speaker System/ Sound/ Paging	nic		
Alarm/ Bell/ Buzzer system	nic		
ELECTRONIC SAFETY AND SECURITY			\$87 330
Electronic Access Controls		\$0	
Access Control System	Allowance		
Access ID System	Allowance		
Intrusion System	Allowance		
Spec-	Allowance		
Video Surveillance/ CCTV		\$0	
CCTV System-Equipment	Allowance		
CCTV System- Installation	Allowance		
CCTV- Conduit/ Chase	Allowance		
Surveillance Equipment	Allowance		
Fire Detection and Alarm Systems		\$87 330	
Fire Alarm System - Strobe/ Horn	ea		
Fire Alarm/ Auto Dialer	ls		
Chase/ Conduit	ls		
Electric Monitoring and Control		\$0	
Electrical Controls-	Allowance		
Lighting Controls	Allowance		
ECS controls	Allowance		
Building Systems Controls	Allowance		
EARTHWORK			\$2 367 133

Site Clearing, Excavation, Grading, and Fill**\$2 367 133**

Clearing / Grub / Removal Site Vegetation	sf
Tree Cutting / Clear Site / Export as Required	inc
Site Preloading	nic
Mass Excavate / Rough Grade - Bldg / Site	sf
Export - Excess Material	nic
Import- Base Rock - Bldg & Covered Areas	cy
Import - Base Rock Material - Parking Area -	cy
Cut & Fill Onsite Material	cy
Import Structural Fill, Place & Compact	cy
Site Fine Grade +/- 10th -	sf
Geotextile Fabric Under Construction Winterization Areas	inc
Excavate/ Backfill-Footings-Continuous Perim/Int / Spread	sf
Excavate- Backfill- Storm Detention Swale	ls
Erosion Control/Temp Constr Road	ls

Soil Stabilization**\$0**

Cement treat soil	nic
Shotcrete / Soil Nail	nic

Shoring and Underpinning**\$0**

Shore Existing Walls	nic
Underpin existing footings/ Slab	nic

Pilings and Piers**\$0**

Drilled Piers & Earth Anchors	nic
Pilings	nic

EXTERIOR IMPROVEMENTS**\$1 745 998****Asphalt Paving and Surfacing****\$498 383**

Asphalt Paving - 4" Class B x 2 lifts - (Section 4" Ashphalt / 12 "Rock or as Geotech Requires)	sf
Asphalt Paving/Base - Patch at street	ls

Concrete Paving and Surfacing**\$446 338**

Entry - Driveway Apron	sf
Concrete Paving / Onsite Sidewalks / Patio / Entry	sf

Concrete Curbing**\$25 890**

Extruded Concrete Curbing	lf
Precast Concrete Bumpers	ea
Cast Curbing	lf

Pavement Marking**\$13 280**

Parking stall stripe	ea
HC Logo/ Aisles	ea
Pavement Traffic Arrows	ea
HC Parking Signage	ea
Truck stall stripe	ea

Site Fencing and Gates**\$96 100**

5' Chain Link Fencing (meet min.screening standard) - Site	lf
Gates - 16' Cantilever / Bottom Track / Card/Key Control w Exit Loop	ea
Gate Operators	ea
Metal Frame/Metal Face- Trash Encl Gate	inc

Metal Frame/ Metal Facing- Compressor Gate	nr	
Demo/ Reinstall Trash Enclosure	nr	
Partial Height Walls - Material Storage Areas		\$288 000
Block Walls / Footings	sf	
Site Furnishings-Bike Racks/ Site Signage		\$16 020
Bike Racks	ea	
Site Signage- HC sign/post	ea	
Site Signage- Directional signs/post	ea	
Site Signage-Monument & Building Signage	Allowance	
Landscaping and Irrigation		\$361 988
Landscaping Per Code / Auto Irrig - 14 Zones	sf	
Cedar Trees - Special Property Screening (6') - 690 Trees	ea	
Mulch Bark & Topsoil - Import / Place	cy	
UTILITIES		\$3 424 766
Site Water Distribution		\$334 500
Domestic Water-Piping	lf	
Fire Sprinkler Water- Vault/Valves	inc	
Fire Sprinkler Water- Piping	inc	
Fire Hydrant Water- Piping- On site	inc	
Fire Hydrants -	ea	
Site Sanitary Sewer		\$273 158
Sanitary Sewer-Piping- Building	lf	
Sanitary Sewer-Piping- Trash Enclosure	lf	
Sanitary Sewer-Grease Trap- Exterior	ls	
Sanitary Sewer- Extension Piping- Future Building/ Site	lf	
Sanitary Sewer- Offsite / Onsite Relocate	nic	
Miscellaneous On & Offsite Improvements		\$2 247 050
Beavercreek Intersection (Signalization, Turn Lanes, Pole Burial)	Allowance	
On & Offsite Public Roads & RT. of Way Improvements	Allowance	
Site Storm Drainage		\$393 146
Storm Sewer - Piping / Trenching / Backfill	lf	
Storm Sewer - Catch Basins/Manhole/Vault/Oil/Water Separator	ea	
Storm Sewer - Pumping	nic	
Storm Sewer - Detention System	ls	
Storm Sewer - Bio Filtration System	ls	
Storm Sewer - Foundation Drainage	lf	
Site Gas Piping		\$34 200
Natural Gas Piping - By Gas Co.	inc	
Natural Gas Sleeving	lf	
Oil Tanks	nic	
Special Fuel - Propane Tanks & Distribution	nic	
Site Electrical Utilities-		\$142 713
Elect Service - Vault / Pad / Distribution	inc	
Elect Service - Conduit	lf	
Elect-Site Lighting Conduit / Power Dist. -	lf	

Spec - Gate operators
Power Lines - Relocation, Burial, Increase Line/Transmission Height
Cable / Phone / Satellite Service Wiring - By Service Provider
Low Voltage - PVC Conduit - Typically 6"

inc
nic
nic
lf

SUBTOTAL

\$18 661 265	\$18 661 265
--------------	--------------

Contractor's Fee, General Liability Insurance & Overhead

x

\$1 492 901	\$1 492 901
-------------	-------------

SUBTOTAL

\$20 154 167	\$20 154 167
--------------	--------------

Contingency

x

\$699 797	\$699 797
-----------	-----------

Add Bridge Crane & Low Voltage (Data / Communication / Security) Allowance

\$600 000

\$600 000

TOTAL - CONSTRUCTION HARD COSTS - ESTIMATE

\$21 453 964

\$21 453 964



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SCHEMATIC SITE PLAN

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DATE:

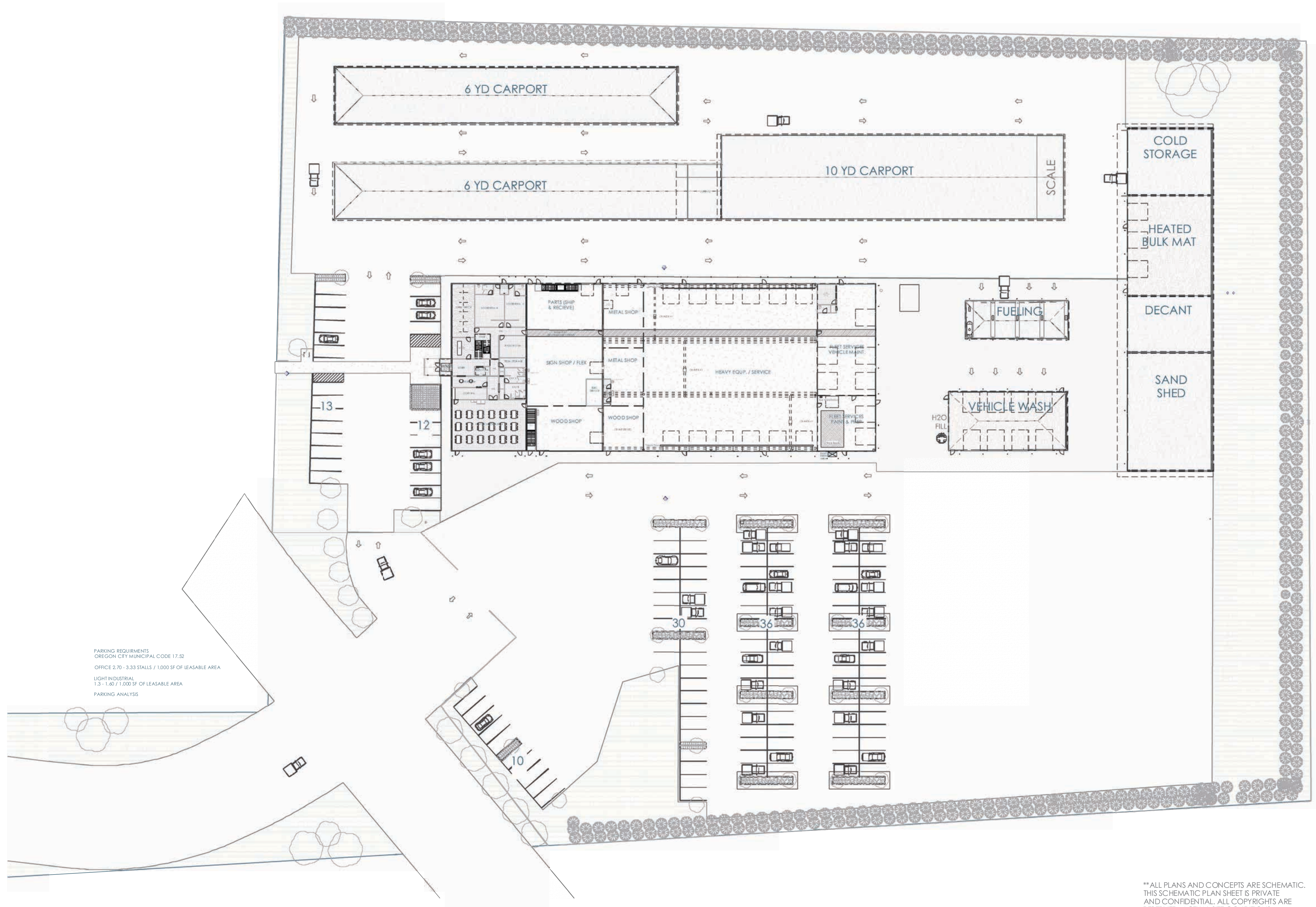
11/29/2018

SCALE:

1" = 30'

SHEET:

SITE



PARKING REQUIREMENTS
OREGON CITY MUNICIPAL CODE 17.52
OFFICE 2.70 - 3.33 STALLS / 1,000 SF OF LEASABLE AREA
LIGHT INDUSTRIAL
1.3 - 1.60 / 1,000 SF OF LEASABLE AREA
PARKING ANALYSIS

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SITE RENDERING -
 SCHEMATIC IMAGE A

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SCALE:

SHEET:

IM A

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SITE RENDERING
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SHEET:

IM B

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SITE RENDERING
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SCALE:

SHEET:

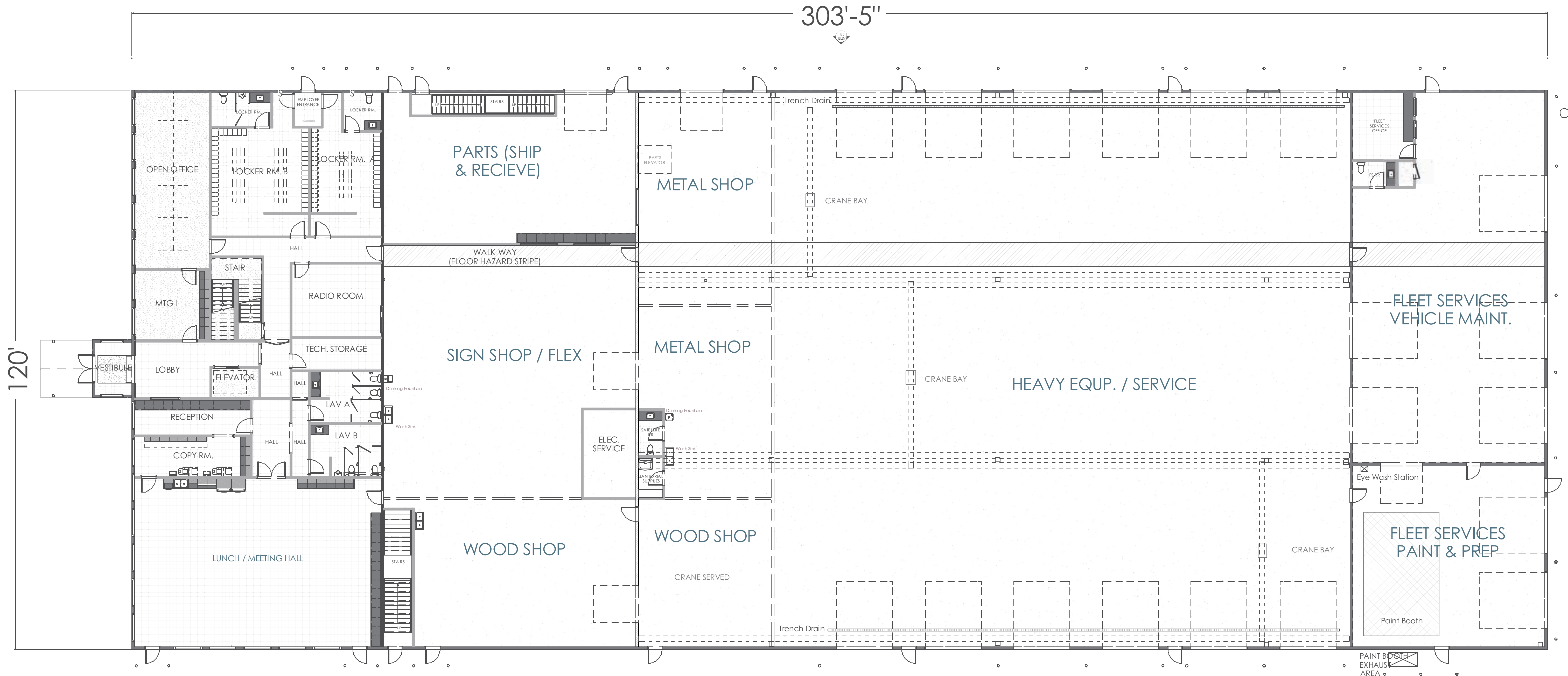
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BUILDING FOOTPRINT
AREA: 36514 sq ft

MAIN FLOOR SCHEMATIC
PLAN

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SCALE:

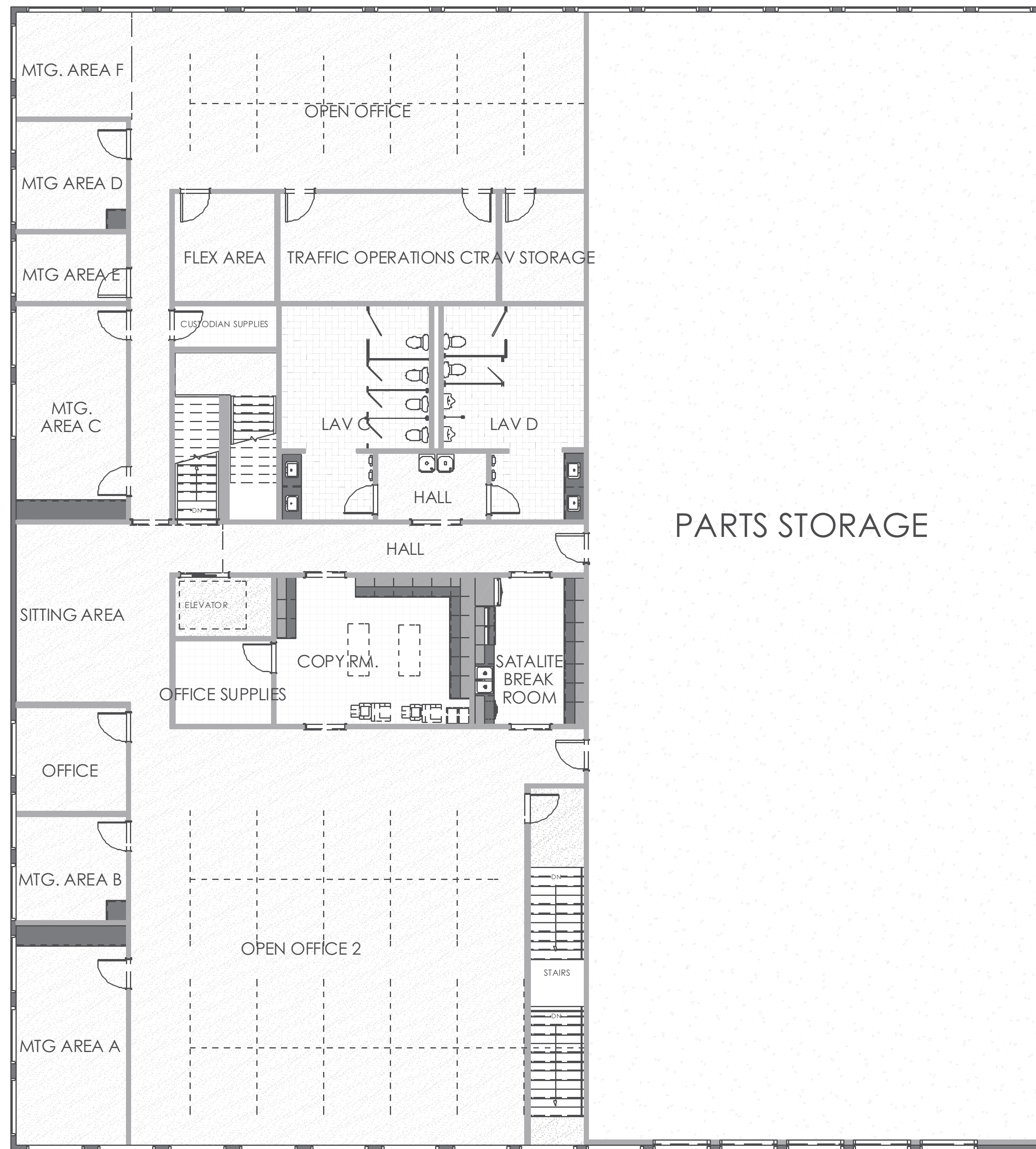
SHEET:

FLR 1

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UPSTAIRS
 AREA: 12776 sq ft

UPPER FLOOR SCHEMATIC
 PLAN

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SHEET:

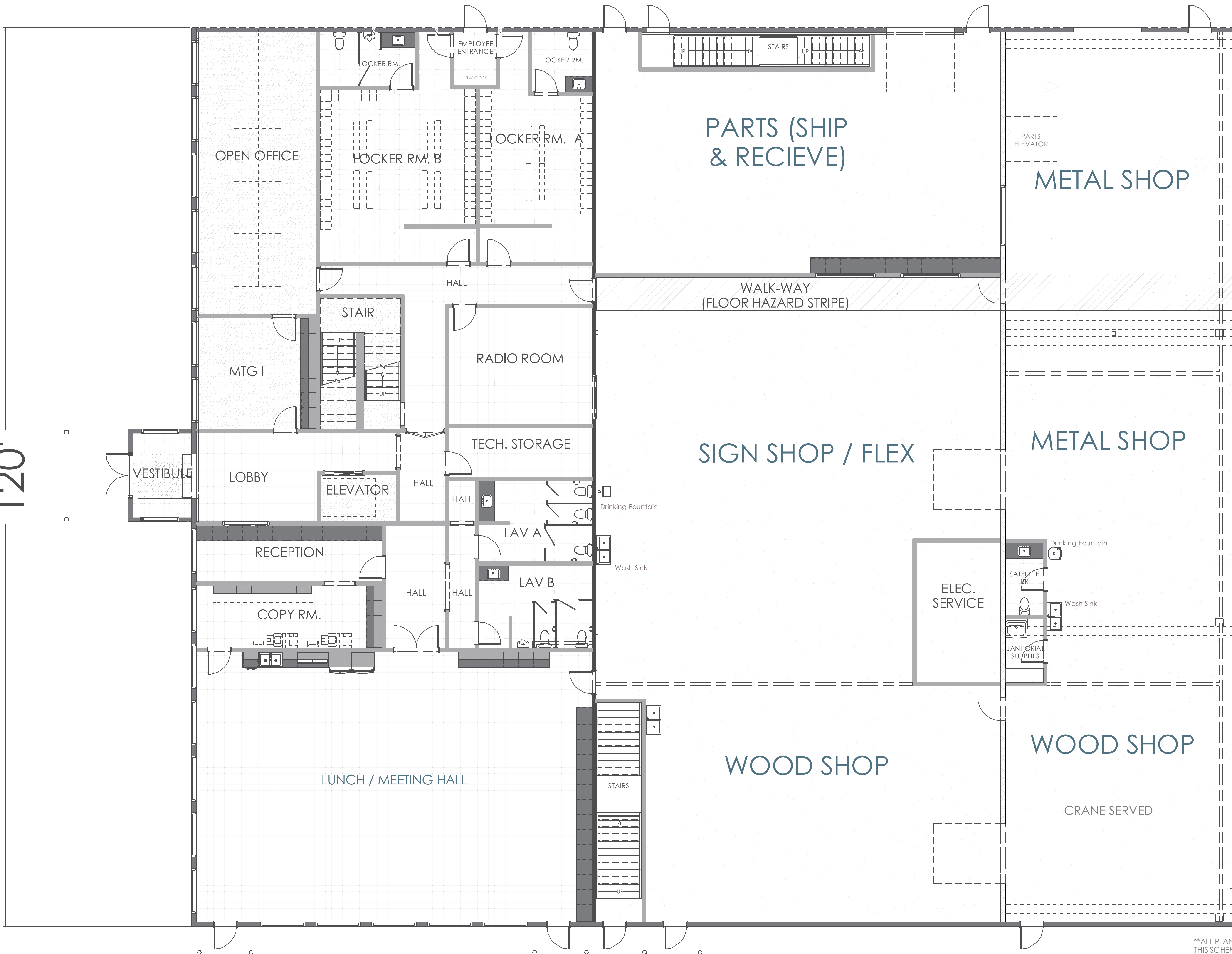
UPPER

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120'



MAIN OFFICE/PARTS AREA
 SCHEMATIC PLAN

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DATE:

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SCALE:

5/32" = 1'

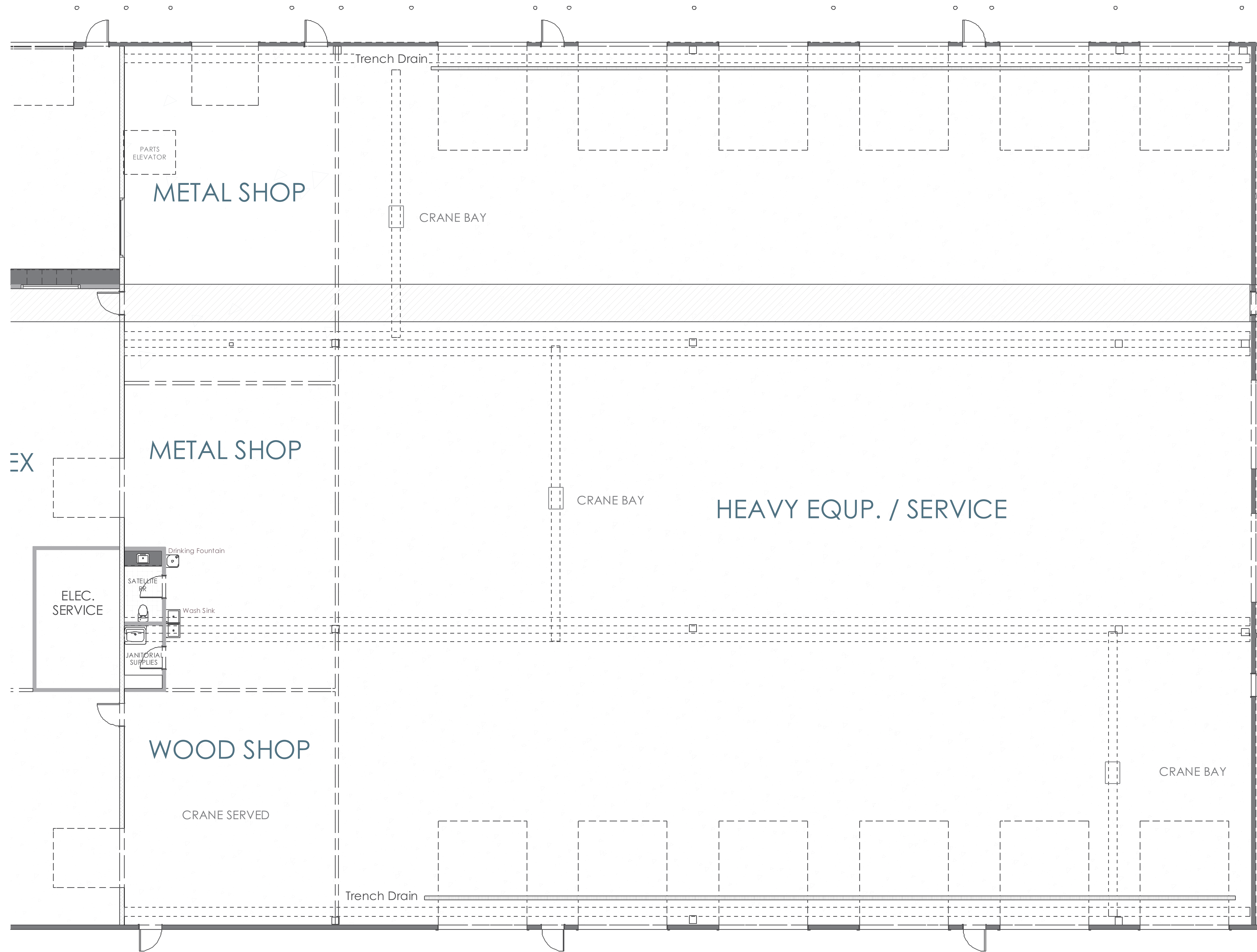
SHEET:

MAIN 2

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HEAVY EQUIP. / SERVICE

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DATE:

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SCALE:

1/8" = 1'

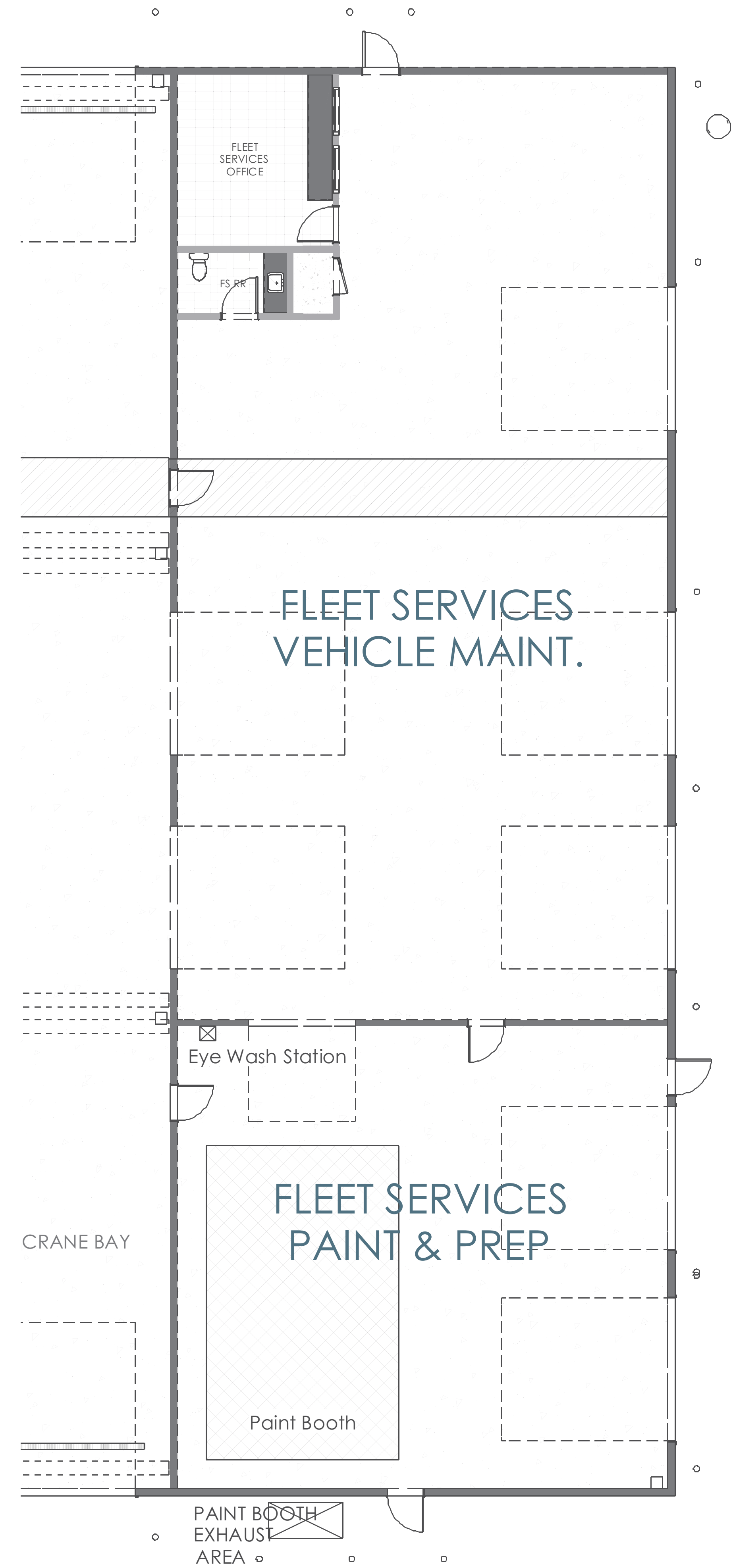
SHEET:

H.E.

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FLEET SERVICE AREA
 SCHEMATIC LAYOUT

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DATE:

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SCALE:

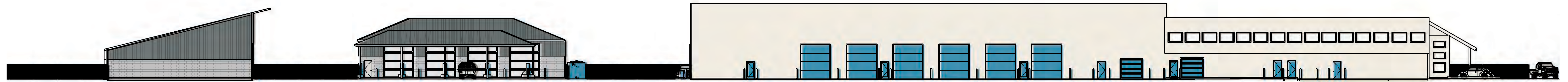
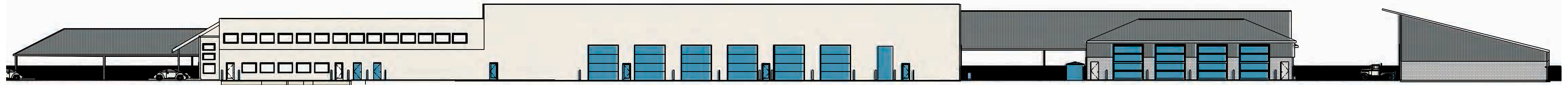
SHEET:

FLEET

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ELEVATION SCHEMATICS

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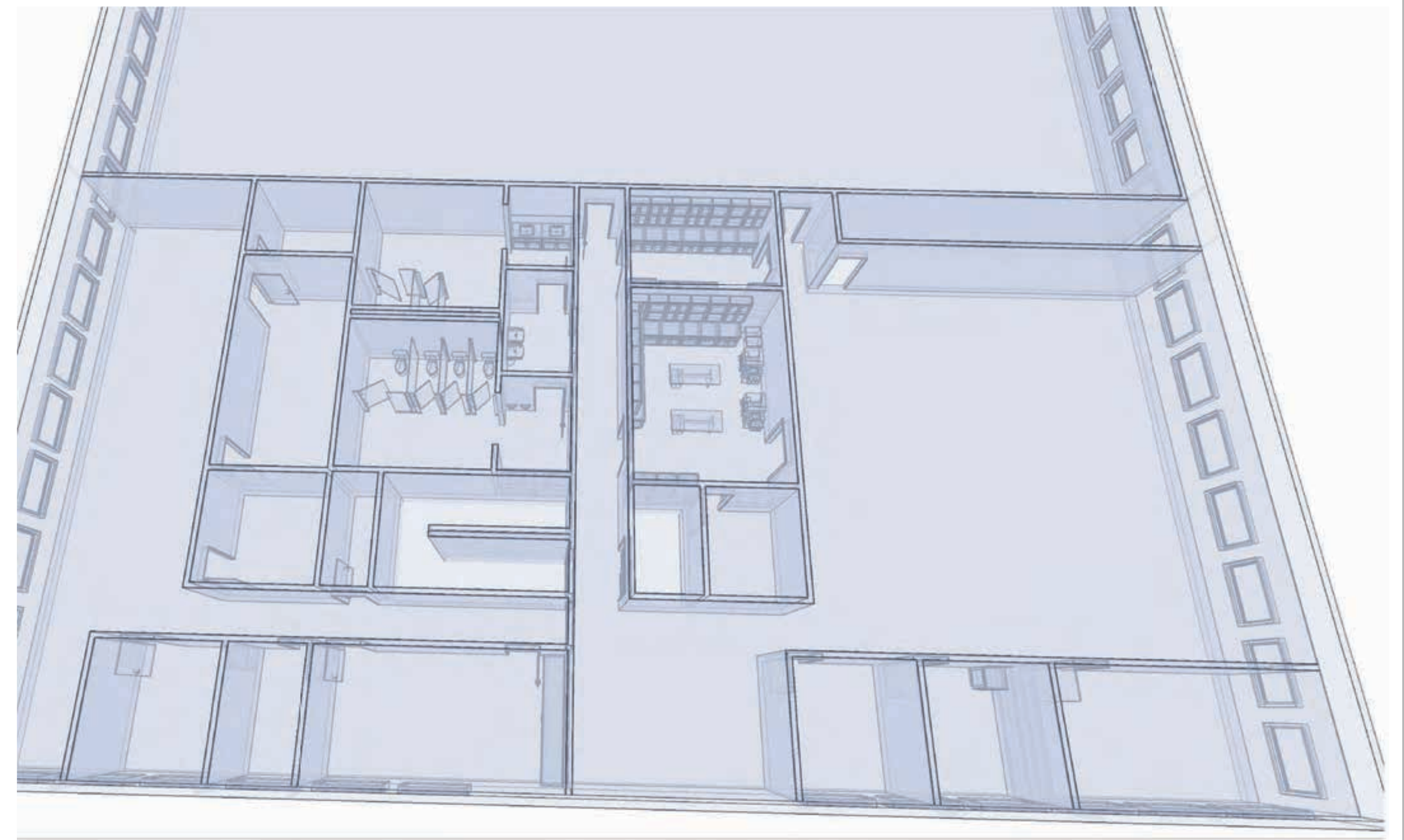
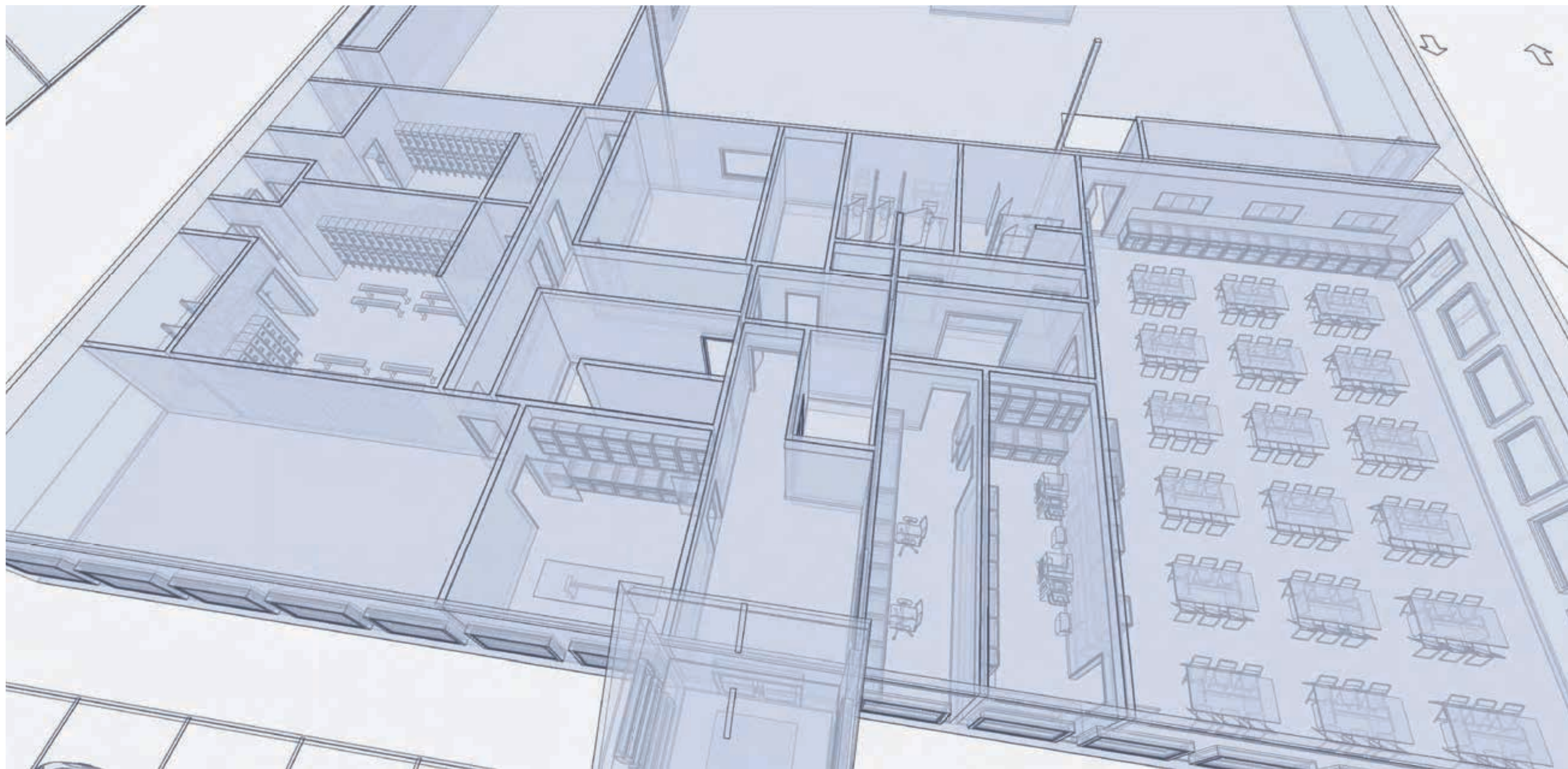
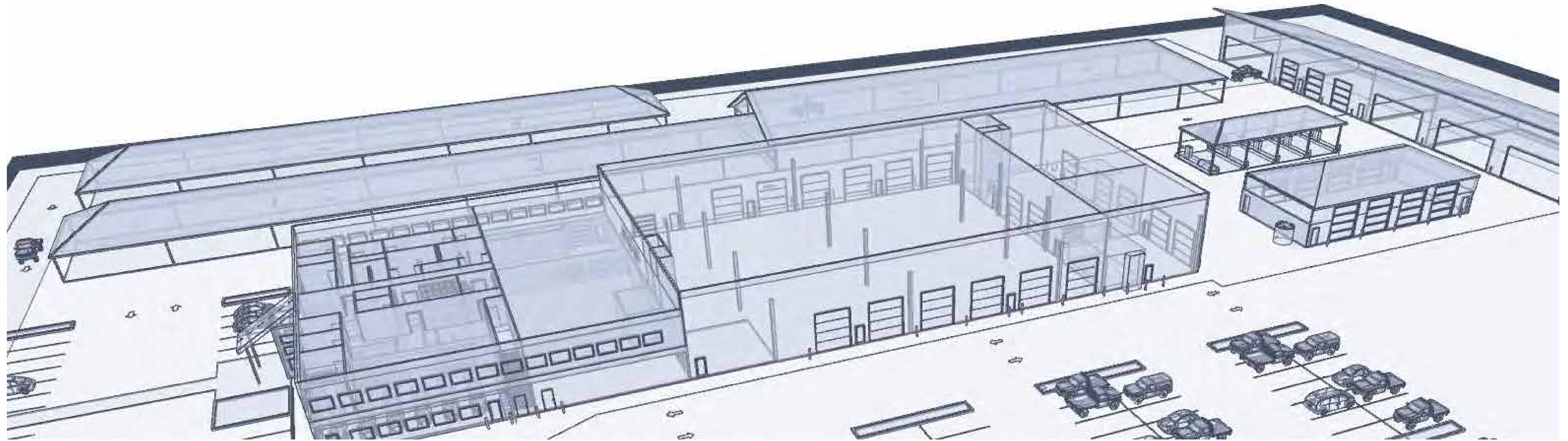
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SCALE:

SHEET:

ELEV

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RIGHT ELEVATION
 SCHEMATIC

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DATE:

11/29/2018

SCALE:

SHEET:

RIGHT

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EXHIBIT C

Form of Warranty Deed

AFTER RECORDING SEND TO:

**UNTIL A CHANGE IS REQUESTED
ALL TAX STATEMENTS SHALL
BE SENT TO:**

STATUTORY WARRANTY DEED

BEAVERCREEK STRUCTURES, LLC, an Oregon limited liability company (“Grantor”) conveys and warrants to **CLACKAMAS COUNTY**, a corporate body politic (“Grantee”) all of Grantor’s interest in that certain real property located in Clackamas County, Oregon, as more particularly described on Exhibit A attached hereto and incorporated herein, free of encumbrances except as specifically set forth herein.

Subject to and Excepting:

1. **itemize exceptions**
- 2.

The true consideration for this conveyance is _____ Dollars (\$ _____).

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON

ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED as of _____, 20__.

BEAVERCREEK STRUCTURES, LLC, and
Oregon limited liability company

By: _____
Name:
Its:

STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument was acknowledged before me on _____, 20__, by _____, as _____ of Beaver Creek Structures, LLC, an Oregon limited liability company.

Notary Public for Oregon
My commission expires:

EXHIBIT A to Warranty Deed

Legal Description

EXHIBIT D

TMD Facility Sale Agreement

DISPOSITION AGREEMENT

THIS DISPOSITION AGREEMENT (this “**Agreement**”) is by and between CLACKAMAS COUNTY, a corporate body politic (the “**County**”), and The Blue at Abernethy Creek, LLC, an Oregon limited liability company or assigns (the “**Developer**”). The latest date on which this Agreement is signed by County and Developer (as indicated below their signatures herein) is referred to in this Agreement as the “**Effective Date**.”

RECITALS

A. The County has deemed it to be vital and in the best interest of the County and the health and safety, morals and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements to relocate the Transportation Maintenance Division from its current location at 902 Abernethy Road, with associated Tax Parcel numbers of 00562126, 00561065, 00561074, 00561083, 00563009, 00561332, 00561341, 00561350, and 00561369 and identified as Tax Lots 22E29CD00100, 22E29CA02400, 22E29CA02500, 22E29CA02700, 22E29DB00900, 22E29CC01400, 22E29CC01500, 22E29CC01600, and 22E29CC01700 (the “**Subject Property**” or the “**Property**”) to a new facility on certain real property generally described as 11.76 acres of land on Beaver Creek Road located at 19314 S. Beaver Creek Road, Oregon City, Oregon with an associated Tax Parcel number of 00868975 and identified as Tax Lot 32E09A 00800 (the “**Beaver Creek Road Site**”). Relocation of the Transportation Maintenance Division to the Subject Property pursuant to this Agreement are for reasons that generally include but are not specifically limited to the following:

- a. Existing facilities on the Subject Property are located within a FEMA designated 100-year flood plain. The risk of flooding was most recently evidenced in 1996 when the Subject Property was besieged by floodwater. Abernethy Creek has crested above the floor heights of the existing facilities on the Subject Property eight times since 1923. When the public needs the vital operations of the Transportation Maintenance Division most, it is essential that its facilities are not underwater.
- b. The Transportation Maintenance Division has out grown existing facilities.
- c. Existing facilities are inefficient, due to many years of dealing with growth in the County’s Department of Transportation and Development, due to improper location relative to site geometry, and due to inadequate size which fails to allow for proper vehicle circulation.
- d. The Transportation Maintenance Division expends funds every year to move critical equipment in and out of the flood zone during potential flooding events in an attempt to mitigate the risk of operational disruptions in the event of flooding.
- e. Concern over cost and safety issues stemming from unauthorized camping and property use along the Abernethy Creek.
- f. The Subject Property is underdeveloped from its highest and best use. Redevelopment of the Subject Property would create additional assessed value for the County.

B. The principals of the Developer control Beaver Creek Structures, LLC (“Beaver Creek Structures”), which owns the Beaver Creek Road Site. The Beaver Creek Road Site meets or exceeds all requirements identified by the County as a potential new location for operations of the Transportation Maintenance Division. The County criteria for a new site location includes but is not specifically limited to the following:

- a. Close proximity to Clackamas County Headquarters on the Red Soils Campus.
- b. Signalized access onto Beaver Creek Road.
- c. Central location within the Transportation Maintenance Division’s service area.
- d. Proper zoning for County’s desired use.

C. County desires to purchase a new facility for the operations of the Clackamas County Maintenance Division from Beaver Creek Structures for the following reasons that include but are not specifically limited to the following:

- a. Beaver Creek Structures owns or controls real property that meets County requirements for a new location for operations of the Transportation Maintenance Division.
- b. Beaver Creek Structures possesses the necessary qualifications to develop new facilities for the Transportation Maintenance Division.
- c. Beaver Creek Structures may purchase, for investment purposes, the Subject Property for a mutual agreed price which is supported by appraisal.

D. ORS 275.030(2) provides that a county may sell and convey real estate owned by the county in a manner provided in ORS chapter 271 if the real estate was not acquired by foreclosure for nonpayment of real property taxes and the county governing body deems it not to be in the best interest of the county to sell and convey in the manner provided under ORS 275.120, 275.140 to 275.160 and 275.180 to 275.260. ORS 271.310 further provides that whenever any political subdivision possesses or controls real property not needed for public use, or whenever the public interest may be furthered, a political subdivision may sell, exchange, convey or lease for any period not exceeding 99 years all or any part of the political subdivision’s interest in the property to a governmental body or private individual or corporation and that the consideration for the transfer or lease may be cash or real property, or both. The County, by separate resolution, has determined that the public interest is furthered by sale and exchange of the Subject Property to the Seller for a new facility on the Beaver Creek Road Site and that it is in the best interest of the County to sell and convey the real property in a manner provided under ORS chapter 271.

AGREEMENT

ARTICLE 1: SUBJECT OF AGREEMENT

Section 1.1: The Subject Property and Improvements.

The Subject Property consists of approximately 22.75 acres of land which includes various improvements thereon that are further described herein. The Subject Property is more particularly shown on the vicinity map and general property outline attached hereto as **Exhibit “A”**.

Section 1.2: The Maintenance Facility Sale Agreement.

The County and Beaver Creek Structures are party to a separate agreement, of even date herewith, for the sale of certain real property and various turnkey improvements that Beaver Creek Structures proposes to construct on the site (collectively herein, the “**Maintenance Facility Sale Agreement**”). Under the Maintenance Facility Sale Agreement, Beaver Creek Structures agrees to sell to the County the Maintenance Facility for a mutually agreed price. Closing of the Maintenance Facility Sale Agreement is to be concurrent with the Closing Date of this Agreement, as that term is defined below.

Section 1.3: The County.

The County is a corporate body politic of the State of Oregon. The term “**County**” as used in this Agreement includes any assignee of or successor to its rights, powers, duties and responsibilities. The principal offices and mailing address of the County for purposes of this Agreement is:

Clackamas County
c/o Department of Transportation and Development
150 Beaver Creek Road
Oregon City, OR 97045
Attn: Director

Section 1.4: The Developer.

The term “**Developer**” as used in this Agreement is The Blue at Abernethy Creek, LLC, an Oregon Limited Liability Company, or any permitted assignee of Developer as provided in Section 1.6 below. The principal office and mailing address of the Developer for purposes of this Agreement is:

The Blue at Abernethy Creek, LLC
Five Centerpointe, STE 400
Lake Oswego, Oregon 97281
Attn: Dan Fowler and John Miller, collectively Principals
Email: danf@greenwayig.com and johnm@greenwayig.com

Section 1.5: Escrow Officer/Title Company.

The principal office and mailing address of the Escrow Officer and Title Company for purposes of this Agreement is:

First American Title
9200 SE Sunnyside Road, Suite 400
Clackamas, OR 97015
Attn: Debbie Chase
Phone: 503.659.0069
Email: dchase@firstam.com

Section 1.6: Prohibition Against Change in Management and Control of Developer.

The qualifications and identity of Developer and its principals are of particular concern to County and were essential to the selection of Developer by County for purposes of this transaction. No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement, except as expressly set forth herein. All assignments of this Agreement shall require written consent of County, which consent shall not be unreasonably withheld, conditioned or delayed. Subject to the notice and opportunity to cure provisions set forth in Article 7 below, this Agreement may be terminated by County at its option before Closing if there is any change (voluntary or involuntary) in the ownership, management or control of Developer or any successor-in-interest of Developer inconsistent with this Agreement.

ARTICLE 2: COUNTY'S DUE DILIGENCE

Section 2.1: Title Commitment.

Within twenty (20) days after the Effective Date, the County will cause the Title Company (defined in Section 3.3 below) to furnish to Developer its preliminary title report on the Subject Property (the "**Preliminary Commitment**"), along with copies of all documents that give rise to exceptions listed in the Preliminary Commitment (the "**Underlying Documents**"). Within thirty (30) days of receiving the last of the Preliminary Commitment, the Underlying Documents and the Initial Survey (defined in Section 2.2 below), Developer will give the County written notice setting forth the title exceptions that are not acceptable to Developer (the "**Unacceptable Exceptions**"). All exceptions other than those timely objected to will be deemed acceptable to Developer as "**Permitted Exceptions**." The County will have thirty (30) days after receiving Developer's notice within which to notify Developer in writing whether the County is willing or able to eliminate the Unacceptable Exceptions. If the County agrees to eliminate the Unacceptable Exceptions, the County will be obligated to do so on or before Closing (defined in Section 3.3 below). If the County is unwilling or unable to eliminate the Unacceptable Exceptions, Developer may terminate this Agreement or elect to accept the Unacceptable Exceptions and proceed by giving written notice to the County within ten (10) days of receiving notice from the County. If Developer does not provide timely written notice of its election to terminate this Agreement, it will be deemed to have waived its objections to the Unacceptable Exceptions and all of the Unacceptable Exceptions shall become Permitted Exceptions. Developer shall have the same rights as set forth above to approve (or disapprove) and terminate this Agreement with respect to any subsequent title matters or exceptions that are disclosed in any subsequent title reports that may be issued after the receipt of the initial Preliminary Commitment. Upon termination of this Agreement by the Developer as provided in this Section 2.1, the Earnest Money (defined below) shall be refunded to Developer and neither party shall have any further obligations or liability hereunder, except for those

obligations herein that expressly survive such termination.

Section 2.2: Survey.

Within twenty (20) days after the Effective Date, the County shall deliver the most recent survey of the Subject Property, if any, in its possession to Developer (the “**Initial Survey**”). At its option and expense, Developer may order an update to the Survey (or a new survey) (the Initial Survey, as updated or a new survey, as applicable, is referred to herein as the “**Survey**”). If applicable, Developer shall deliver a copy of any new or updated survey to the County promptly upon receipt. Within thirty (30) days after receipt of the Initial Survey, the Developer may deliver to the County, in writing, any objections to any matters shown on the Survey (the “**Survey Objections**”). Developer’s failure to timely object to any such matters shall be deemed to constitute Developer’s approval thereof and such shall then become Permitted Exceptions, as defined in Section 2.1. If Developer timely objects to any matters shown on the Survey, then the County shall have the right, but not the obligation, to agree in writing to cure before Closing such Survey Objections, or to decline to cure such Survey Objections. The County will have twenty (20) days after receiving Developer’s Survey Objections within which to notify Developer in writing whether the County is willing or able to cure the Survey Objections. If the County agrees to cure the Survey Objections, the County will be obligated to do so by Closing at its cost. If the County is unwilling or unable to cure the Survey Objections, Developer may terminate this Agreement or elect to accept the Survey Objections and proceed by giving written notice to the County within ten (10) days of receiving notice from the County. If Developer does not provide timely written notice of its election to terminate this Agreement, it will be deemed to have waived its Survey Objections and all of the Survey Objections shall become Permitted Exceptions. Notwithstanding anything to the contrary above, although Developer may elect to update the Initial Survey or obtain a new survey, Developer is not obligated to do so. Upon termination of this Agreement by Developer as provided above, the Earnest Money shall be refunded to Developer and neither party shall have any further obligations or liability hereunder, except for those obligations herein that expressly survive such termination.

Section 2.3: Property Documents.

Within twenty (20) days after the Effective Date, the County shall deliver all documents and materials which the County has in its possession (or access to) which concern the Subject Property or its development, including but not limited to: tax and assessment documents, existing surveys, environmental assessments; soils or geotechnical reports; wetland reports, permits; traffic studies; copies of use and development permits; and any easements, covenants, conditions, restrictions, maintenance agreements, development standards applicable to the Subject Property and not otherwise set forth herein (except those that appear in zoning codes, comprehensive plans or other readily available government planning documents).

Within one hundred eighty days (180) after the Effective Date, the County shall deliver a supplement to the report titled “Limited Phase II Environmental Site Assessment Results” dated December 19, 2018 (the “Phase II Report”) that includes additional environmental site assessment

necessary to address the limitation noted on page 18 of the Phase II Report with respect to the wash rack (Building 10) on the Subject Property.

Section 2.4: Due Diligence Periods.

Developer shall have a period of time after the Effective Date (the "**Due Diligence Period**") to conduct its due diligence investigation of the Property and to satisfy itself concerning all aspects of the Property and the suitability of the Property for Developer's intended uses, including without limitation the physical condition of the Property, the amount of land available to support Developer's intended use, zoning, access, and utilities. The Due Diligence Period shall expire upon the earlier of four hundred eighty-five (485) days after the Effective Date or upon the expiration of the Design and Entitlement Due Diligence Period, as that term is specifically defined in the Maintenance Facility Sale Agreement. During the period from the Effective Date until the expiration of the Due Diligence Period, Developer and its employees, agents, consultants, contractors, prospective tenants or purchasers, and lenders may enter the Property to perform such tests, inspections and studies as Developer may deem necessary, including without limitation environmental assessments. Developer hereby indemnifies and holds the County, and their elected officials, officers, agents and employees harmless from any injury or damages arising out of any activity of Developer, its agents, employees and contractors performed and conducted on the Property for the purposes of completing its due diligence. Due diligence may include, without limitations, physical inspections of the Property; soils investigations and coring; Phase I and, as necessary, Phase II environmental assessments; and examination of survey and title exceptions. Developer shall restore the Property to its pre-examination state after conducting such due diligence at its own expense. Developer agrees to provide the County with copies of all third party reports concerning the condition of the Property obtained or produced as a result of its due diligence investigation. On or before expiration of the Due Diligence Period, Developer at its option and in its sole and absolute discretion may provide the County with a notice approving its due diligence investigation of the Property and electing to proceed with acquisition of the Property as provided herein (the "**Approval Notice**"). Alternatively, Developer at its option and in its sole and absolute discretion may provide notice to the County of its election to terminate this Agreement prior to the expiration of the Due Diligence Period. If Developer fails to provide either the Approval Notice or a termination notice prior to expiration of the Due Diligence Period, Developer shall be deemed to have elected to proceed with this Agreement as if an Approval Notice were given to the County prior to expiration of the Due Diligence Period. Where Developer elects to terminate this Agreement, except as otherwise expressly provided herein, neither party shall have any further rights, duties or obligations hereunder and the Earnest Money shall be fully and immediately refunded to Developer.

Section 2.5: Governmental Approvals.

Prior to the Closing Date, County agrees to join in executing any applications reasonably required by Developer in connection with its attempts to obtain governmental permits and approvals for Developer's intended use of the Subject Property. County's agreement to cooperate with Developer in connection with Developer's governmental approvals and any other provision

of this Agreement shall not be construed as making either party an agent or partner of the other party.

Section 2.6: No Liens.

Prior to Closing, the Developer shall not place or allow to be placed on the Subject Property or any part thereof any mortgage, trust deed, encumbrance or lien, unless specifically pre-approved in writing by the County. The Developer shall remove or have removed any levy, lien or attachment made on the Subject Property, or any part thereof, or provide assurance of the satisfaction therein within a reasonable time, but in any case no later than thirty (30) days of such levy, lien or attachment coming into existence without permission prior of the County. Developer may contest or challenge the validity or amount of any such lien or encumbrance provided such challenge or contest is taken in accordance with applicable law and within a reasonable time, so long as Developer provides security satisfactory to the County protecting the County's interests, or (in the case of construction liens) bonds against the liens as permitted by statute.

ARTICLE 3: DISPOSITION OF PROPERTY

Section 3.1: Purchase and Sale of the Property; Total Purchase Price.

In accordance with, and subject to all the terms, covenants, and conditions of this Agreement, the County agrees to sell to the Developer, and Developer agrees to purchase from the County, the Subject Property, for a sum of Three Million Three Hundred Forty Four Thousand Two Hundred Fifty One and 00/100 Dollars (\$3,344,251.00) (the "**Purchase Price**").

Section 3.2: Earnest Money Deposit.

Developer shall, within three (3) business day after the Effective Date, deliver to the Title Company (defined below) the sum of One Hundred Fifty Thousand Dollars (\$150,000) as the initial earnest money in cash or by wire transfer of immediately available funds (the "**Earnest Money**") to be held and applied in accordance with the terms of this Agreement. If Developer fails to timely deposit the Earnest Money as provided above, this Agreement shall terminate and neither Developer nor the County shall have any further obligations to one another. Upon expiration of Developer's Due Diligence Period, the Earnest Money shall become nonrefundable except where otherwise expressly provided in this Agreement (the "**Earnest Money Funds**"). The Earnest Money Funds will be applied to the Purchase Price due by Developer at Closing. If this Agreement terminates prior to expiration of the Due Diligence Period for any reason, the Earnest Money shall be surrendered by the Title Company to Developer.

Section 3.3: Closing.

This transaction shall close (the "**Closing**") concurrent with the close of the Maintenance Facility Sale Agreement (the "**Closing Date**"). The Closing Date of this Agreement shall be dictated by the closing of the Maintenance Facility Agreement. The County and Developer shall be prepared to close within One Thousand Forty Nine (1,049) days from the Effective Date of this

Agreement, except for any extensions which are provided for in the Maintenance Facility Agreement.

Closing shall occur in escrow on or before the Closing Date by and through a mutually acceptable escrow officer (the “**Escrow Officer**”) of First American Title, 9200 SE Sunnyside Road, Suite 400, Clackamas, OR 97015 (the “**Title Company**”), in accordance with the terms and conditions of this Agreement. Developer agrees, subject to the terms and conditions hereunder for its benefit, to accept conveyance of the Subject Property and pay to the County at Closing the Purchase Price for the Subject Property by wire transfer of immediately available funds, subject to the credits, debits, prorations and adjustments provided for in this Agreement, including a credit for the Earnest Money. The County and the Developer agree to perform all acts necessary to close this transaction in accordance with the terms of this Agreement. Each party may submit escrow instructions to the Escrow Officer consistent with this Agreement. Once submitted, instructions may not be withdrawn or altered without the consent of both the County and the Developer.

Section 3.4: Deed Form.

At Closing, the County shall convey to the Developer fee simple title to the Subject Property by Warranty Deed, duly executed, acknowledged and delivered in the form of **Exhibit “C”** attached hereto (the “**Deed**”), free and clear of all liens, claims and encumbrances other than the Permitted Exceptions. Conveyance of title to the Subject Property to Developer shall conclusively establish satisfaction or waiver of all closing conditions set forth in Article 4 herein.

Section 3.5: Title Insurance; Prorations; Adjustments; Commissions.

3.5.1 The County shall be responsible for obtaining a standard Owner’s policy of title insurance for the Subject Property. Developer, at its option, shall be responsible for any additional premiums for extended coverage and additional title endorsements. At Developer’s request, the County will execute and deliver at Closing an affidavit certifying that there are no unrecorded leases or agreements affecting the Property, there are no parties in possession of the Subject Property beside the County, that there are no mechanic’s or statutory liens against the Subject Property, and as to such other matters as may be reasonably requested by the Title Company or Developer for issuance of extended coverage title insurance in favor of the Developer.

3.5.2 Real property taxes and assessments and other expenses associated with the Subject Property for the current year (if any) shall be prorated and adjusted between the parties as of the Closing Date. The County shall be responsible for any and all real property taxes for the period of time prior to the recording of the Deed and the Developer shall be responsible for such taxes for the period of time on and subsequent thereto. Escrow fees shall be split evenly between the parties. Recording fees shall be paid by the Developer. The Developer shall be responsible for all professional fees incurred by Developer in connection with its investigation of the Subject Property, and payment of its respective legal fees and expenses. The County shall pay the costs of its own attorneys, consultants and advisors with respect to this transaction.

Section 3.6: Events of Closing.

Provided the Escrow Officer has received sums equal to the Purchase Price, as well as any costs, prorations and adjustments as provided herein, and is in a position to cause the title insurance policy to be issued as described herein, this transaction shall be closed on the Closing Date as follows:

3.6.1 The Escrow Officer shall perform the prorations and adjustments described in Section 3.5, and the parties shall be charged and credited accordingly.

3.6.2 Developer shall pay the entire Purchase Price to the County by wire transfer or cashier's check of immediately available funds, adjusted for the charges, prorations, adjustments and credits set forth in this Agreement, including a credit for the Earnest Money.

3.6.3 Any liens required to be paid by the County at closing shall be paid and satisfied of record at the County's expense.

3.6.4 The County shall convey the real property to Developer by execution and delivery of the Deed, subject only to the Permitted Exceptions.

3.6.5 The Title Company shall be irrevocably committed to issue the policy described in Section 4.2.5, upon recordation of the Deed.

3.6.6 County shall deliver the County's Certification of Nonforeign Status as provided in Section 8.14 herein.

3.6.7 The Escrow Officer shall record documents in the real property records of Clackamas County in the following order: first, the deed to be conveyed in the Maintenance Facility Sale Agreement, and second, the Deed described in this Agreement.

3.6.8 The Escrow Officer has received sums equal to the Purchase Price for the sale pursuant to the Maintenance Facility Sale Agreement, as well as any costs, prorations and adjustments, and is in a position to cause the title insurance policy to be issued as described in the Maintenance Facility Sale Agreement.

3.6.9 The parties will take such further actions and execute and deliver such other instruments as may be reasonably necessary or desirable to consummate the transactions contemplated by this Agreement.

Section 3.7: Possession.

Possession of the Property shall be delivered to the Developer concurrently with the conveyance of title on the Closing Date. The Developer shall accept title and possession on the Closing Date, unless such date is extended as provided herein.

Section 3.8: Conditions of the Property.

The Developer acknowledges that it is purchasing the Property “As Is,” except as otherwise provided herein.

ARTICLE 4: CLOSING CONDITIONS

Section 4.1: County’s Closing Conditions.

The County’s obligations to convey the Subject Property under this Agreement are expressly conditioned upon the satisfaction of the following conditions:

4.1.1 The fulfillment by Developer of all its obligations and covenants under this Agreement to be performed on or before the Closing Date, including but not limited to the deposit of the Purchase Price required for conveyance of the Property.

4.1.2 The fulfillment by Developer of all its obligations and covenants under the Maintenance Facility Sale Agreement to be performed on or before the Closing Date of this Agreement.

4.1.3 That all of Developer’s representations and covenants set forth in this Agreement are true and correct in all material respects on the Closing Date.

The foregoing conditions may be waived only by the County. If any one or more of such conditions are not satisfied as of the Closing Date, County at its option may terminate this Agreement, in which event the Earnest Money shall be returned to the Developer and neither party shall have any further obligation or liability hereunder (except for such obligations that expressly survive such termination), except to the extent such condition is not satisfied solely as a result of a breach of this Agreement by Developer, in which case the provisions of Section 7.1 below shall apply.

Section 4.2: Developer’s Closing Conditions.

Developer’s obligations to close the purchase of the Maintenance Facility under this Agreement are expressly conditioned upon the satisfaction of the following conditions:

4.2.1 The fulfillment by the County of all its material obligations and covenants under this Agreement to be performed on or before the Closing Date.

4.2.2 The fulfillment by the County of all its obligations and covenants under the Maintenance Facility Sale Agreement to be performed on or before the Closing Date of this Agreement.

4.2.3 That all of the County’s representations and covenants set forth in this Agreement are true and generally correct in all material respects on the Closing Date.

4.2.4 There being no change in the condition or legal requirements of the Subject Property, whether directly or indirectly, including any dumping of refuse or environmental contamination, after Effective Date, and that no legal action or proceeding (including condemnation) affecting the Subject Property shall have been materially threatened or commenced.

4.2.5 That the Title Company shall be irrevocably committed to issue an owner's title insurance policy, as described in Section 3.5 above, insuring that fee simple title is vested in Developer as of the Closing Date, in the amount of the Purchase Price, subject only to the Permitted Exceptions.

4.2.6 That the County shall deliver a supplement to the Phase II Report that includes additional environmental site assessment necessary to address the limitation noted on page 18 of the Phase II Report with respect to the wash rack (Building 10) on the Subject Property.

4.2.7 That the County shall deliver a 'No Further Action Letter' on environmental issues associated with those underground storage tanks identified in the Phase II Report and as DEQ UST Cleanup File #03-91-0385 requiring correction from Oregon State Department of Environmental Quality (DEQ) to allow for future site development. Environmental remediation required by the DEQ in conjunction with DEQ UST Cleanup File #03-91-0385 shall be completed at County expense.

The foregoing conditions may be waived only by Developer. If any one or more of such conditions are not satisfied as of the Closing Date, Developer at its option may terminate this Agreement, in which event the Earnest Money shall be refunded to Developer and neither party shall have any further obligation or liability hereunder (except for such obligations that expressly survive such termination), except to the extent such condition is not satisfied solely as a result of a breach of this Agreement by County, in which case the provisions of Section 7.2 below shall apply.

ARTICLE 5: RESERVED

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

Section 6.1: County's Representations and Covenants.

County represents, warrants and covenants as follows:

6.1.1 County has been duly organized and is validly existing as a corporate body politic, in good standing in the State of Oregon. County has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate the transactions contemplated hereby.

6.1.2 To the best of the County's knowledge (without any requirement of further investigation), there is no agreement to which County is a party or which is binding on County and

in conflict with this Agreement. There is no action or proceeding pending or, to County's knowledge, threatened against County which challenges or impairs County's ability to execute or perform its obligations under this Agreement.

6.1.3 All information, documents and instruments delivered to Developer by the County in connection with this Agreement are complete and true copies of such documents or original counterparts thereof.

6.1.4 To the best of the County's knowledge (without any requirement of further investigation), there are no actions, suits, claims, legal proceedings, condemnation or eminent domain proceedings, or any other proceedings affecting the Subject Property, or any portion thereof, at law or in equity, before any court or governmental agency, domestic or foreign, nor is there any basis for any such proceeding which, if adversely determined, might affect the use or operation of the Subject Property, the value of the Subject Property, or adversely affect the ability of the County to perform its obligations under this Agreement.

6.1.5 To the best of the County's knowledge (without any requirement of further investigation), there are no liens, bonds, encumbrances, covenants, conditions, reservations, restrictions, easements or other matters affecting the Subject Property except as disclosed in the Preliminary Commitment, and the County has not received notice and has no knowledge of any pending liens or special assessments to be made against the Subject Property.

6.1.6 From the Effective Date until the Closing Date, the County shall use commercially reasonable efforts to properly maintain the Subject Property in its current condition as of the Effective Date accounting for the County's normal operations, less reasonable impact of natural conditions and the Developer's due diligence efforts.

6.1.7 To the best of the County's knowledge (without any requirement of further investigation), other than this Agreement, the documents to be executed and delivered hereunder at Closing and the Permitted Exceptions, there are no contracts or agreements of any kind relating to the Subject Property to which the County or its agents is a party and which would be binding on the Developer after Closing.

6.1.8 The County has not obligated itself in any manner to sell the Subject Property to any party other than Developer and promises not to enter into an agreement with any other party for the sale or lease of any portion of the Subject Property while this Agreement is in effect.

6.1.9 The County's sale of the Subject Property is not subject to any federal, state or local withholding obligation under applicable tax laws.

6.1.10 To the best of the County's knowledge (without any requirement of further investigation), the County has received no written notice of and has no knowledge of any material violations or investigations of violations of any applicable laws or ordinances affecting the Subject Property that have not been corrected or resolved.

6.1.11 To the best of the County's knowledge (without any requirement of further investigation), besides those hazardous substances identified in a report titled Phase 1

Environmental Site Assessment authored by Environmental Consulting, Inc. dated May 30, 2018 and in the Phase II Report along with any supplement thereto, which have been provided to the Developer, no other hazardous substances exist at the Subject Property in any material concentration or quantity.

6.1.12 The County is not a “foreign person” for purposes of Section 1445 of the Internal Revenue Code.

6.1.13 The County, for a period of no fewer than six calendar years preceding the effective date of this Agreement, has faithfully complied with (i) all applicable tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to the County, to the County’s property, operations, receipts, or income, or to the County’s performance of or compensation for any work performed by the County; (iii) any tax provisions imposed by a political subdivision of this state that applied to the County, or to goods, services, or property, whether tangible or intangible, provided by the County; and (iv) any applicable rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

6.1.14 The County has not engaged a real estate broker or agent for purposes of negotiating this transaction and no agreements have been executed by the County which would obligate a third-party to be paid out of the proceeds of the sale of the Subject Property.

For the purposes of this Agreement, “County’s knowledge” is defined as the knowledge of Mr. Dan Johnson.

Section 6.2: Developer’s Representations and Covenants.

Developer represents, warrants and covenants as follows:

6.2.1 Developer is an Oregon limited liability company, duly organized and validly existing, and is qualified to do business in the state in which the Subject Property is located. Developer has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate the transactions contemplated hereby.

6.2.2 All Subject Property information, documents and instruments delivered to the County by Developer are complete and true copies of such documents or original counterparts thereof.

6.2.3 Developer is not a “foreign person” for purposes of Section 1445 of the Internal Revenue Code.

6.2.4 There is no agreement to which Developer is a party or which, to Developer’s knowledge, is binding on Developer which is in conflict with this Agreement. There is no action or proceeding pending or, to Developer’s knowledge, threatened against Developer which challenges or impairs Developer’s ability to execute or perform its obligations under this Agreement.

6.2.5 Dan Fowler, in his capacity as the Manager of Developer, is individually authorized to act on behalf of, and bind, the Developer

6.2.6. Developer has not engaged a real estate broker or agent for purposes of negotiating this transaction and no agreements have been executed by Developer which would obligate a third-party to be paid out of the proceeds of the sale of the Property.

Section 6.3: Survival.

All representations and warranties contained in this Agreement shall be true on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date, and shall survive Closing and not be merged into any documents delivered at Closing. The parties agree to disclose any material change in the representations and warranties contained in this Agreement.

ARTICLE 7: DEFAULTS AND REMEDIES

Section 7.1: County's Remedies.

In the event that this transaction fails to close solely on account of a default by Developer under this Agreement, this Agreement shall terminate and the Earnest Money and any accrued interest shall be forfeited by Developer and retained by the County as liquidated damages as the County's sole remedy for such default. Such amount has been agreed by the parties to be reasonable compensation and the exclusive remedy for Developer's default, since the precise amount of such compensation would be difficult to determine. For any default by Developer that does not cause the transaction to fail, but which nevertheless causes damage to the County, the County shall be entitled to such remedies as may be available under applicable law.

In the event that any of the following occur prior to the conveyance of title to the Property, then this Agreement, and any rights of the Developer, or any assignee or transferee, in this Agreement, or the Property, or any portion thereof, shall, at the option of the County, be terminated by the County, in which event the Earnest Money (and any interest earned thereon) shall be retained by the County as liquidated damages and as its property without any deduction, offset or recoupment whatsoever, and neither the Developer nor the County shall have further rights against or liability to the other under this Agreement:

7.1.1 Developer (or any successor in interest thereto) assigns or attempts to assign this Agreement or any rights therein, or to the Property, in violation of this Agreement; or

7.1.2 There is a change in the ownership of the Developer contrary to the provisions of Section 1.6 hereof; or

7.1.3 The Developer does not tender the Purchase Price or take title to the Property on tender of conveyance by the County pursuant to this Agreement after the satisfaction or waiver of all of Developer's Closing Conditions set forth in Section 4.2

Section 7.2: Developer's Remedies.

If this transaction fails to close because of the County's default hereunder, the Earnest Money, and any accrued interest, shall be returned to Developer. Developer shall be entitled to such remedies for breach of contract as may be available under applicable law.

Section 7.3: Default.

Except for the parties' wrongful failure to close or satisfy a condition to Closing by the Closing Date or reasonably cooperate as set forth within this Agreement, neither party shall be deemed in default under this Agreement unless such party is given written notice of its failure to comply with this Agreement and such failure continues for a period of thirty (30) days following the date such notice is given. If the default is of such a nature that it cannot be completely remedied within such thirty (30) day period, this provision shall be complied with if the defaulting Party begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

ARTICLE 8: GENERAL PROVISIONS

Section 8.1: Applicable Law.

The law of the State of Oregon shall govern the interpretation and enforcement of this Agreement without giving effect to the conflicts of law provision thereof.

Section 8.2: Attorney Fees.

The parties shall bear their own costs and attorney fees in the event an action is brought to enforce, modify or interpret the provisions of this Agreement.

Section 8.3: Acceptance of Service of Process.

In the event that any legal or equitable action is commenced by the Developer against the County, service of process on the County shall be made by personal service on the Director of the Department of Transportation and Development, as set forth in Section 1.3, or in such other manner as may be provided by law. In the event that any legal or equitable action is commenced by the County against the Developer, service of process on the Developer shall be made on the individual identified in Section 1.4, or in such other manner as may be provided by law.

Section 8.4: Notice, Demands and Communications Between the Parties.

All notices given pursuant to this Agreement shall be in writing sent to the addresses shown in Section 1.3 and Section 1.4 of this Agreement and to the attention of the person indicated, and shall be either: (i) mailed by first class mail, postage prepaid, certified or registered with return receipt requested, or (ii) delivered in person or by local or national courier.

Any notice (i) sent by mail in the manner specified in this section shall be deemed served or given three (3) business days after deposit in the United States Postal Service, and (ii) delivered in person or by local or national courier shall be deemed served or given upon receipt or refusal of delivery. Notice given to a party in any manner not specified above shall be effective only if and when received by the addressee as demonstrated by objective evidence in the possession of the sender. Each party may change its address for notice by giving not less than ten (10) days' prior notice of such change to the other party in the manner set forth above.

Section 8.5: Nonliability of Officials and Employees.

No member, manager, shareholder, director, officer, elected official, employee, affiliate, agent, or representative of any of the parties shall be personally liable to the other party or any successor-in-interest thereto, in the event of any default or breach by either party or for any amount that may become due to either party or its successor, or any obligations under the terms of this Agreement.

Section 8.6: Merger.

None of the provisions of this Agreement are intended to or shall be merged by reason of any deed referred to herein and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement, but shall be deemed made pursuant to this Agreement.

Section 8.7: Headings.

Any title of the several parts and sections of this Agreement are inserted for convenience or reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 8.8: Time of Essence.

Time is of the essence of this Agreement. All obligations of the County and the Developer to each other shall be due at the time specified by the Agreement, or as the same may be extended by mutual agreement of the parties in writing.

Section 8.9: Severability.

If any clause, sentence or any other portion of the terms and conditions of this Agreement become illegal, null or void for any reason, or held by any court of competent jurisdiction to be so, the remaining portion will remain in full force and effect.

Section 8.10: No Partnership.

Neither anything in this Agreement or the documents delivered in connection herewith nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties to this Agreement.

Section 8.11: Nonwaiver of Government Rights.

Subject to the terms and conditions of this Agreement, by making this Agreement, the County is specifically not obligating itself, the County, or any other County with respect to any discretionary governmental action relating to the acquisition of the Property or development, operation and use of the improvements to be constructed on the Property, including, but not limited to, condemnation, comprehensive planning, rezoning, variances, environmental clearances or any other governmental County approvals that are or may be required.

Section 8.12: Entire Agreement; Waivers.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all prior negotiations or previous agreements between the parties or the predecessors in interest with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in a writing signed by the appropriate authorities of the County and the Developer, and all amendments thereto must be in a writing signed by the appropriate authorities by the County and the Developer.

Section 8.13: Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

Section 8.14: Non-Foreign Persons.

The parties agree to comply with the terms of Internal Revenue Code Section 1445 and at Closing, County shall execute and deliver to Developer and Title Company a non-foreign person affidavit in a form mutually acceptable to the parties. County represents and warrants that it is not a “foreign person” as that term is used in Internal Revenue Code Section 1445 and County agrees to furnish Developer with any necessary documentation to that effect.

Section 8.15: Waiver.

Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party’s right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

Section 8.16: Weekends and Holidays.

If the time for performance of any of the terms, conditions and provisions of this Agreement shall fall on a Friday, Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

Section 8.17: Neutral Construction.

This Agreement has been negotiated with each party having the opportunity to consult with legal counsel and shall not be construed against either party by virtue of which party drafted all or any part of this Agreement.

Section 8.18: Exhibits.

All exhibits listed on the signature page below and attached hereto are incorporated into and constitute a part of this Agreement.

Section 8.19: Dispute Resolution.

Each party waives its rights to trial by jury in any claim, action, suit, or proceeding arising out of this Agreement or the transactions relating to its subject matter.

ARTICLE 9: SUCCESSOR INTEREST

This Agreement shall be binding upon and inure to the benefit of the parties, and their permitted successors and assigns.

ARTICLE 10: STATUTORY DISCLAIMER

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

“COUNTY”

CLACKAMAS COUNTY, a corporate body politic

By: _____
Chair

Date: _____, 2018

“DEVELOPER”

THE BLUE AT ABERNETHY CREEK, LLC, an Oregon limited liability company

By: _____

Date: _____, 2018

LIST OF EXHIBITS

- | | |
|-----------|---|
| EXHIBIT A | Vicinity Map & General Property Outline |
| EXHIBIT B | Form of Warranty Deed |
| EXHIBIT C | Maintenance Facility Sale Agreement |

EXHIBIT A

Vicinity Map & General Property Outline



EXHIBIT B

Form of Warranty Deed

AFTER RECORDING SEND TO:

**UNTIL A CHANGE IS REQUESTED
ALL TAX STATEMENTS SHALL
BE SENT TO:**

STATUTORY WARRANTY DEED

The Blue at Abernethy Creek, LLC, an Oregon limited liability company (“Grantor”) conveys and warrants to **CLACKAMAS COUNTY**, a corporate body politic (“Grantee”) all of Grantor’s interest in that certain real property located in Clackamas County, Oregon, as more particularly described on Exhibit A attached hereto and incorporated herein, free of encumbrances except as specifically set forth herein.

Subject to and Excepting:

1. **itemize exceptions**
- 2.

The true consideration for this conveyance is _____ Dollars
(\$ _____).

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON

ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED as of _____, 201__.

THE BLUE AT ABERNETHY CREEK, LLC,
and Oregon limited liability company

By: _____
Name:
Its:

STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument was acknowledged before me on _____, 201__, by _____, as _____ of The Blue at Abernethy Creek, LLC, an Oregon limited liability company.

Notary Public for Oregon
My commission expires:

EXHIBIT A to Warranty Deed

Legal Description

EXHIBIT C

Maintenance Facility Sale Agreement



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Authorization to Purchase Plastic Pavement Markings from Geveko Markings, for the Department of Transportation and Development

Purpose / Outcome	Approval to purchase plastic traffic pavement markings for the Clackamas County Department of Transportation and Development
Dollar Amount and Fiscal Impact	\$60,000.00 annually for a total contract amount of \$300,000.00.
Funding Source	Clackamas County Transportation Maintenance Division 215-7433-00-424715
Duration	To begin upon signature for five years, completion date June 30, 2023
Previous Board Action/Review	n/a
Strategic Plan Alignment	To build and maintain a strong infrastructure.
Contact Person	Randall Harmon, Transportation Operations Manager, 503-650-3246

Background:

The Transportation Maintenance Division uses plastic pavement markings on County roads to designate stop bars, stop ahead, 12" lines in small areas where the striping truck can't be used, biking symbols and lanes, railroad crossings, handicap symbols, etc. The Clackamas County Department of Transportation and Development has requested that Clackamas County Procurement purchase plastic traffic pavement markings from Geveko Markings in order to have the consumable product on hand when striping is necessary.

Procurement Process:

Approval of this purchase is being requested under the Local Contract Review Board Rule C-046-0440, Authority of Cooperative Procurements. The purchase will be made off cooperative contract #131001464 City of Portland Price Agreement for CTP Plastic for Traffic Markings through Geveko Markings. A notice of intent to purchase the pavement markings was issued on March 6, 2019. No comments were received by the time of closing on March 13, 2019.

Recommendation:

Staff recommends the Board of County Commissioners approve this purchase.

Sincerely
Tralee Thorn
Clackamas County Procurement

Placed on the Board Agenda of _____ by the Procurement Division.

Board Signature: _____



DAN JOHNSON
DIRECTOR

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Granite Construction Company for
Bull Run River (SE Bull Run Rd) Bridge Approach**

Purpose/Outcomes	This Contract will repair the approaches for the Bull Run River Bridge Approach. Work will add drainage curbs, paving, striping, and minor road improvements.
Dollar Amount and Fiscal Impact	Contract value is \$179,179.00
Funding Source	215-7432-02101-481200-22258 DTD funds
Duration	Contract execution through December 31, 2019
Previous Board Action	None
Strategic Plan Alignment	This project will provide strong infrastructure and ensure safe communities by maintaining the County's existing road infrastructure.
Contact Person	Jonathan Hangartner, Project Manager 503-742-4649

Background:

The existing pavement is in poor condition at the approaches to the Bull Run River (SE Bull Run Rd) Bridge, and repairs are required to fix subsurface failure. This location experiences heavy truck loads at the bridge. Repair of the approaches will provide safer movement of vehicles and have a smoother transition and less wearing impact to the existing bridge structure.

The proposed work removes up to thirty-five inches of asphalt and roadway base and replaces it with 14 inches of aggregate base course and seven-and-a-half inches of asphalt pavement. The majority of the work will consist of approximately 150 feet of saw cutting, 55 feet of drainage curbs, 400 tons of aggregate base, 1,155 square yards of cold plane pavement removal, approximately 400 tons of asphalt paving, and 2,500 feet of thermoplastic striping. Road improvements will also include shoulder construction, grading, and guardrail adjustment.

The project work is anticipated to begin immediately following contract signing. Substantial completion will be not later than September 30, 2019 with final completion not later than December 31, 2019.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on January 17, 2019. Bids were opened on February 19, 2019. The County received four (4) bids: Elk Mountain Construction, \$264,630.00; Granite Construction Company, \$179,179.00; Brix Paving Northwest, \$210,000.00; and S-2 Contractors, \$195,100.00. Granite Construction Company was determined to be lowest responsive bidder.

This contract has been reviewed and approved by County Counsel.

Recommendation:

Staff respectfully recommends that the Board approves and signs this Public Improvement Contract with Granite Construction Company for the Bull Run River (SE Bull Run Rd) Bridge Approach.

Sincerely,

Jonathan Hangartner, Project Manager

Placed on the BCC Agenda _____ by Procurement



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

This Public Improvement Contract (the "Contract"), is made by and between the Clackamas County, a political subdivision of the State of Oregon, hereinafter called "Owner," and **Granite Construction Company**, hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

Project Name: # 2019-02 Bull Run River (SE Bull Run Rd) Bridge Approach

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **one hundred seventy-nine thousand one hundred seventy-nine dollars (\$179,179.00)** (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the project specifications) referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid.

Also, the following documents are incorporated by reference in this Contract and made a part hereof:

- Notice of Contract Opportunity
- Supplemental Instructions to Bidders
- Public Improvement Contract Form
- Prevailing Wage Rates
- Plans, Specifications and Drawings
- Instructions to Bidders
- Bid Bond
- Performance Bond and Payment Bond
- Payroll and Certified Statement Form

The Plans, Specifications and Drawings expressly incorporated by reference into this Contract includes, but is not limited to, the Special Provisions for Highway Construction (the "Specifications"), together with the provisions of the Oregon Standard Specifications for Construction (2015) referenced therein.

2. Representatives.

Contractor has named Grant Young as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicted below (check one):

Unless otherwise specified in the Contract Documents, the Owner designates Jonathan Hangartner as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

3. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further

replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

Project Executive: Grant Young shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

Project Manager: Erik Green shall be the Contractor's project manager and will participate in all meetings throughout the project term.

Job Superintendent: Bill Wilson shall be the Contractor's on-site job superintendent throughout the project term.

Project Engineer: Erik Green shall be the Contractor's project engineer, providing assistance to the project manager, and subcontractor and supplier coordination throughout the project term.

4. Contract Dates.

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed ("NTP")

SUBSTANTIAL COMPLETION DATE: September 30, 2019

FINAL COMPLETION DATE: December 31, 2019

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

5. Insurance Certificates and Required Performance and Payment Bonds.

5.1 In accordance with Section 00170.70 of the Specifications, Contractor shall furnish proof of the required insurance naming Clackamas County as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to Procurement@clackamas.us.

5.2 Primary Coverage: Insurance carried by Contractor under the Contract shall be the primary coverage. The coverages indicated are minimums unless otherwise specified in the Contract Documents.

5.2.1 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than the minimum amount required by statute for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation coverage by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

5.3 Builder's Risk Insurance: During the term of the Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk forms, including earthquake and flood, for an amount equal to the full amount of the Contract, plus any changes in values due to modifications, Change Orders and loss of materials added. Such Builder's Risk shall include, in addition to earthquake and flood, theft, vandalism, mischief, collapse, transit, debris removal, and architect's fees "soft costs" associated with delay of Project due to insured peril. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible which shall not exceed 2 percent of each loss or \$50,000, whichever is greater. The deductible shall be paid by Contractor.

The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear.

5.4 Builder's Risk Installation Floater: For Work other than new construction, Contractor shall obtain and keep in effect during the term of the Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under the Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear. Owner may waive this requirement at its sole and absolute discretion.

5.4.1 Such insurance shall be maintained until Owner has occupied the facility.

5.4.2 A loss insured under the Builder's Risk insurance shall be adjusted by the Owner and made payable to the Owner as loss payee. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The Owner shall have power to adjust and settle a loss with insurers.

5.5 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Contract. Owner's receipt of the policy endorsement evidencing such coverage shall be a condition precedent to Owner's obligation to make final payment and to Owner's final acceptance of Work or services and related warranty (if any).

5.6 Notice of Cancellation or Change: If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify Owner by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by Owner, the Contractor agrees to stop Work pursuant to the Contract at Contractor's expense, unless all required insurance remain in effect. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Owner and its institutions, divisions, officers, and employees.

Owner shall have the right, but not the obligation, of prohibiting Contractor from entering the Project Site until a new certificate(s) of insurance is provided to Owner evidencing the replacement coverage. The Contractor agrees that Owner reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to Owner.

5.7 Before execution of the Contract, the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Revised Statutes, Chapter 279C.830 and 279C.836, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting any Subcontractor to start Work.

5.8 When the Contract Price is \$50,000 or more, the Contractor shall furnish and maintain in effect at all times during the Contract Period a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. Contractor shall furnish such bonds even if the Contract Price is less than the above thresholds if otherwise required by the Contract Documents.

5.9 Bond forms furnished by the Owner and notarized by Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.

6. Responsibility for Damages/Indemnity.

6.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under the Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, employees, guests, visitors, invitees and agents.

6.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner) and hold harmless the Owner and its elected officials, officers, directors, agents, and employees (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses, demands and actions of any nature whatsoever which arise out of, result from or are related to: (a) any damage, injury, loss, expense, inconvenience or delay described in this Section 6.1; (b) any accident or occurrence which happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects; (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract; (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140); and (e) any lien filed upon the Project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 6.2.

6.3 In claims against any person or entity indemnified under Section 6.2 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 6.2 shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7. Tax Compliance.

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific

performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

8. Confidential Information.

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

9. Counterparts.

This Contract may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

10. Integration.

All provisions of state law required to be part of this Contract, whether listed in the General or Special Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

11. Liquidated Damages

The Contractor acknowledges that the Owner will sustain damages as a result of the Contractor's failure to substantially complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the Project, and costs associated with Contract administration and use of temporary facilities.

11.1 Liquidated Damages shall be as follows if the actual Substantial Completion exceeds the required date of Substantial Completion:

11.1.1. \$ 600 per Calendar day past the Substantial Completion date as identified in section 00180.85 (b) and 00180.85 (c).

12. Compliance with Applicable Law. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract including, but not limited to, compliance with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

In witness whereof, Clackamas County executes this Contract and the Contractor does execute the same as of the day and year first above written.

Contractor DATA:
Granite Construction Company
16821 SE McGillivray Blvd. B-210
Vancouver, WA 98683

Contractor CCB # 101195 Expiration Date: 7/19/2020
Oregon Business Registry # 011445-26 Entity Type: FBC State of Formation: California

Payment information will be reported to the IRS under the name and taxpayer ID# provided by the Contractor. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 28 percent backup withholding.

Granite Construction Company

Clackamas County Board of County Commissioners

Authorized Signature

Date

Chair

Date

Name / Title Printed

Recording Secretary

APPROVED AS TO FORM

County Counsel

Date



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION
PUBLIC SERVICES BUILDING
205 I KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Authorization to Contract for Elevator Services from
Kone, Inc., for the Facilities Maintenance Division**

Purpose / Outcome	Approval to contract for elevator maintenance and repair service for the Clackamas County Facilities Maintenance Division.
Dollar Amount and Fiscal Impact	\$42,000.00 annually for a total contract amount of \$210,000.00 over 5 years.
Funding Source	Clackamas County Facilities Maintenance 744-7531-00-437130
Duration	To begin upon signature for five years, completion date June 30, 2024
Previous Board Action/Review	n/a
Strategic Plan Alignment	Build public trust through good government, build a strong infrastructure and ensure safety as we serve the community.
Contact Person	Ralph Sanchez- Building Maintenance Supervisor 503-557-6417 Rick Cole- Building Maintenance Specialist 503-557-6416

Background:

The Clackamas County Facilities Maintenance Division has requested that Clackamas County Procurement contract with Kone Inc., for elevator maintenance and repair service for the County's 15 elevators in County owned buildings.

Procurement Process:

Approval of this contract for services is being requested under the Local Contract Review Board Rule C-046-0440, Authority of Cooperative Procurements. The contract will be made off cooperative contract Facility Repair and Maintenance Contract EV2516 Elevator and Escalator Maintenance and Repair Service through the US Communities Contract GENRL-EV2516. A notice of intent to purchase for the US Communities Elevator Contract was issued on March 11, 2019. No comments were received by the time of closing on March 18, 2019.

Recommendation:

Staff recommends the Board of County Commissioners approve this purchase.

Sincerely
Tralee Thorn
Clackamas County Procurement

Placed on the Board Agenda of _____ by the Procurement Division.

Board Signature: _____

DRAFT

Approval of Previous Business Meeting Minutes:

February 14, 2019

February 21, 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, February 14, 2019 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner Jim Bernard, Chair
Commissioner Ken Humberston
Commissioner Paul Savas
EXCUSED: Commissioner Sonya Fischer
Commissioner Martha Schrader

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Bernard announced there a special presentation and invited Lynne Chicoine from Water Environment Services (WES) to the table. Lynne introduced Mike Christensen from Energy Trust of Oregon who presented a check to WES in the amount of \$82,890 for energy efficiency upgrades at the Kellogg Waste Water Plant.

~Board Discussion~

I. CITIZEN COMMUNICATION

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

1. Steve Bates, Boring – Happy 160th birthday to the State of Oregon; support the Vietnam war memorial; support of SB 500 a property tax exemption for veterans; raising funds for a VOW MIA flag in Boring; requested the Board work with ODOT for signs on I5 and I205 that read “We Honor Veterans”.
2. Les Poole, Gladstone – VRF public hearings - encouraged folks to attend; supports Mr. Bates request for signs on I5 and I205; Celebration in Salem on Saturday for the 160th birthday; complimented AMR and their great service.
3. Tim Lussier, Estacada – signing the no new taxes pledge; spoke against the VRF; support of the Clackamas County Sheriff’s Office; and safe gun ownership; State of Oregon 160th birthday and his personal history; against tolling.
4. Brainard Brauer, Oregon City – hoping the Board can attend the next Redland CPO meeting; Redland traffic safety; community radar signs.

~Board Discussion~

II. PUBLIC HEARINGS

1. **Board Order No. 2019-07** for Boundary Change Proposal CL 18-010, Annexation to Tri-City County Service District

Nate Boderman, County Counsel & Ken Martin, Boundary Change Consultant presented the staff report.

Chair Bernard opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Humberston: I move we read approve the Board Order for Boundary Change Proposal CL 18-010, Annexation to Tri-City County Service District.
Commissioner Savas: Second.
all those in favor/opposed:
Commissioner Humberston: Aye.
Commissioner Savas: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 3-0.

2. Board Order No. 2019-08 for Boundary Change Proposal CL 18-015, Annexation to Tri-City County Service District

Nate Boderman, County Counsel & Ken Martin, Boundary Change Consultant presented the staff report.

Chair Bernard opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Humberston: I move we read approve the Board Order for Boundary Change Proposal CL 18-015, Annexation to Tri-City County Service District.

Commissioner Savas: Second.

~Board Discussion~

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 3-0.

3. Board Order No. 2019-09 for Boundary Change Proposal CL 18-016, Annexation to Clackamas County Service District 1

Nate Boderman, County Counsel & Ken Martin, Boundary Change Consultant presented the staff report.

Chair Bernard opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Humberston: I move we read approve the Board Order for Boundary Change Proposal CL 18-016, Annexation to Clackamas County Service District 1.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 3-0.

4. Board Order No. 2019-10 for Boundary Change Proposal CL 18-017, Annexation to Sunrise Water Authority

Nate Boderman, County Counsel & Ken Martin, Boundary Change Consultant presented the staff report.

Chair Bernard opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Humberston: I move we read approve the Board Order for Boundary Change Proposal CL 18-017, Annexation to Sunrise Water Authority.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 3-0.

III. BOARD DISCUSSION ITEM

Public & Government Affairs

1. **Resolution No. 2019-11** Confirming Commitment to Build a New Clackamas County Courthouse

Amy Kyle, Public & Government Affairs presented the staff report.

~Board Discussion~

Chair Bernard opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Humberston: I move we read approve the Board Order for Boundary Change Proposal CL 18-017, Annexation to Sunrise Water Authority.
Commissioner Savas: Second.

~Board Discussion~

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 3-0.

IV. CONSENT AGENDA

Chair Bernard 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 Savas: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 3-0.

A. Health, Housing & Human Services

1. Approval of a Revenue Professional Services Agreement with Health Share of Oregon for Point of Contact Provider Services – *Public Health*
2. Approval of an Agency Service Agreement with Impact NW for Shelter Plus Care Supportive Service – *Social Services*
3. Approval to Apply for Funding to Improve Criminal Justice Response to Domestic Violence, Dating Violence, Stalking and Sexual Assault through the US Department of Justice Office on Violence Against Women – *Children, Youth & Families*

B. Department of Transportation & Development

1. Approval of a Contract with Northwest Code Professionals to Provide On-Call Third Party Services for Assistance with Plan Review and Inspections – *Procurement*
2. Approval of a Contract with Clair Company to Provide On-Call Third Party Services for Assistance with Plan Review and Inspections – *Procurement*

C. Elected Officials

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

V. DEVELOPMENT AGENCY

1. Approval of the 4th Amendment to the Disposition Agreement with Oregon Beverage Recycling Cooperative

VI. COUNTY ADMINISTRATOR UPDATE

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

VII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 10:50 AM

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BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

Thursday, February 21, 2019 – 6:00 PM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner Jim Bernard, Chair
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Sonya Fischer
Housing Authority Commissioner Paul Reynolds

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Bernard announced the Board will recess as the Board of County Commissioners and convene as the Housing Authority Board for the next item, he introduced Housing Authority Commissioner Paul Reynolds.

I. HOUSING AUTHORITY CONSENT AGENDA

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

MOTION:

Commissioner Reynolds: I move we approve the Housing Authority consent agenda.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Reynolds: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 6-0.

1. Approval to Execute an Easement Agreement between Housing Authority of Clackamas County and Nathan C. Miller and McKenna Miller
2. Approval of Resolution No. 1936 for Housing Authority of Clackamas County to Adopt the Local Contract Review Board Rules

Chair Bernard announced the Board will Adjourn as the Housing Authority Board and Reconvene as the Board of County Commissioners for the remainder of the meeting.

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

1. Water Environment Services (WES) Presentation on the Efforts of the WES Advisory Committee. Greg Geist, director of WES introduced Greg Diloreto, Vice Chair of the WES Advisory Committee to present the report and PowerPoint.

~Board Discussion~

III. CITIZEN COMMUNICATION

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

1. Les Poole, Gladstone – Spoke about HB2020 Cap and Tax Bill in Salem and the need for evening business meetings.

IV. PUBLIC HEARING

1. Second Reading of Ordinance No. 01-2019 Adding Chapter 7.07, Vehicle Registration Fee (VRF), to the Clackamas County Code. *1st reading was 2-7-19*

Dan Johnson and Mike Bezner, Department of Transportation & Development presented the staff report including a PowerPoint presentation.

~Board Discussion~

Chair Bernard opened the public hearing, he stated there are several folks here to speak.

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

1. David Marks, Clackamas – Supportive of Vehicle Registration Fee, he urged the Commissioners to do it by Ordinance.
2. Susan Drew, Sandy – Opposed to Vehicle Registration Fee, read a letter signed by 20 community members.
3. Greg DiLoreto, West Linn – Supportive of Vehicle Registration Fee, cited infrastructure statistics.
4. Brian Burke, Oregon City –Supportive of Vehicle Registration Fee with an emphasis on safety improvements.
5. Tiffany Turgetto, Clackamas – Supportive of Vehicle Registration Fee and offered some other ideas including putting gas tax on the ballot.
6. Janelle Lawrence, Milwaukie – Thanked the Board for their support for traffic safety and was supportive of Vehicle Registration Fee.
7. Loren Hutnick, Eagle Creek – Opposed to Vehicle Registration Fee, said the problem is Salem.
8. Rob Luster, Oregon City – Asked the Board to put the VFR before the voters.
9. Laurie Freeman-Swanson, Molalla – Supportive of Vehicle Registration Fee.
10. Traci Hensley, Canby – Opposed to the Vehicle Registration Fee – she said it should be put before the voters.
11. Eugene Schoenheit – Opposed to Vehicle Registration Fee, said the Board received a mandate from the voters in 2016.
12. William Gifford, Oregon City – Supportive of Vehicle Registration Fee, said the Board has the authority to solve problem and \$30 is too low.
13. Les Poole, Gladstone – Opposed to the Vehicle Registration Fee, said there needs to be a robust discussion with public awareness.
14. Herb Chow, Clackamas – Opposed to the Vehicle Registration Fee, said the problem is spending by those in control in Salem.
15. Steve Adams, Milwaukie –Supportive of Vehicle Registration Fee, wants the Board to focus on safety improvements.
16. Lee Burgess – Opposed to Vehicle Registration Fee because of its effects on people on fixed income.
17. Myra A, Oregon City – Asked the Board to put the Vehicle Registration Fee on the ballot for a vote by the people.
18. Thelma Haggemiller, Oak Grove – Supportive of Vehicle Registration Fee, asked the Board to establish a citizen advisory committee for road maintenance.
19. Tom Wilks, Beavercreek – Asked questions of staff and suggested ideas for road maintenance savings.

Chair Bernard thanked everyone for testifying and closed the public hearing.

~Board Discussion~

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

MOTION:

Commissioner Humberston: I move we read the Ordinance by title only.

Commissioner Fischer Second.

~Board Discussion~

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Fischer: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

Chair Bernard asked the Clerk to read the Ordinance by title only and then asked for a motion.

MOTION:

Commissioner Humberston: I move we Adopt Ordinance No. 01-2019 Adding Chapter 7.07, Vehicle Registration Fee to the Clackamas County Code.

Commissioner Fischer: Second.

~Board Discussion~

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Savas: No.

Commissioner Schrader: Aye.

Commissioner Fischer: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-1.

V. CONSENT AGENDA

Chair Bernard 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 Fischer: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Fischer: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Agreement with the Oregon Trail School district for the Cedar Ridge Fitness Center – *Public Health*

2. Approval to Apply for a Continuation Grant for Oregon Department of Transportation 5311 Rural Formula Funds for Operations Funding for the Mt. Hood Express – *Social Services*

3. Approval to Apply for the Substance Abuse and Mental Health Services Administration (SAMHSA) Grant for Funding to Prevent the Onset and Reduce Progression of Underage Drinking and Substance Abuse in Children – *Children, Families & Community Connections*

B. Elected Officials

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

2. Approval of Amendment No. 1 with Dial Temporary Help Services, Inc., dba Employers Overload for Payroll Services for Election Board Workers – *Clerk via Procurement*

C. Administration

1. Approval of two Intergovernmental Agreements with the State of Oregon Related to Funding for a Future County Courthouse

D. Community Corrections

1. Approval of an Amended Intergovernmental Agreement between Community Corrections and the State of Oregon Department of Corrections for an Application Program Interface

VI. WATER ENVIRONMENT SERVICES

1. Approval and Adoption of Water Environment Services Five-Year Sanitary and Surface Water Programs Capital Improvement Plan (CIP) FY 18/19 to FY 22/23
2. Approval of a Public Improvement Contract between Water Environment Services and Northstar Chemical, Inc. for the Chemical Supply – *Procurement*
3. Approval of a Public Improvement Contract between Water Environment Services and Two Rivers Terminal, LLC for the Chemical Supply – *Procurement*
4. Approval of an Amendment with Kennedy/Jenks Consultants, Inc. for the Tri-City Hypochlorite Disinfection Project – *Procurement*

VII. COUNTY ADMINISTRATOR UPDATE

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

VIII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED 9:04 PM

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COPY

Karen Brisbin
Justice Of The Peace

CLACKAMAS COUNTY JUSTICE COURT

11750 SE 82ND AVE SUITE D | HAPPY VALLEY, OR 97086

March 28, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

A Resolution Appointing Justices of the Peace Pro Tempore for the
Clackamas County Justice of the Peace District

Purpose/ Outcome	Approval of the Resolution Appointing Justices of the Peace Pro Tempore will appoint pro tempore judges to ensure that the Justice Court can continue to hold court during those periods of time when Justice of the Peace Brisbin is temporarily absent or otherwise unable to hold court.
Dollar Amount and Fiscal Impact	Pro Tempore judges are paid at an hourly rate of \$47.22, plus .58 cents per mile for travel to and from the court building.
Funding Source	Justice Court Budget
Safety Impact	None
Previous Board Action/ Review	Annual appointment per ORS 51.260
Contact Person	Laura Anderson, Administrative Services Supervisor 503-794-3816

BACKGROUND: When Justice of the Peace Brisbin is temporarily absent or otherwise unable to hold court, justices of the peace pro tempore ensure that the Justice Court can continue to hold court. Pro tempore judges adjudicate violation or civil cases set for first appearance/ arraignment or contest hearing/ trial. The individual recommended for appointment is a Clackamas County attorney in good standing with the Oregon State Bar and meets the eligibility requirements set by Oregon Revised Statutes.

The Resolution has been reviewed and approved by County Counsel.

RECOMMENDATION: Staff recommends approval of this Resolution appointing two Clackamas County attorney to serve as justice of the peace pro tempore during the next year.

Respectfully submitted,

Karen Brisbin
Justice of the Peace

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

A RESOLUTION APPOINTING A
JUSTICE OF THE PEACE PRO
TEMPORE FOR THE CLACKAMAS
COUNTY JUSTICE OF THE PEACE
DISTRICT



Order No. _____

WHEREAS, The Clackamas County Justice of the Peace District (the Justice Court) was created by the Board of County Commissioners (BCC) in February 2009, and Justice of the Peace Karen Brisbin was subsequently appointed by the Governor and has been elected to serve a six (6) year term; and

WHEREAS, Pursuant to ORS 51.260(2), the BCC may appoint justices of the peace pro tempore to ensure that the Justice Court can continue to hold court during those periods of time when Judge Brisbin is temporarily absent or otherwise unable to hold court; and

WHEREAS, Kristen David is eligible to serve as justice of the peace pro tempore being citizens of the United States, residents of Oregon for at least three years, and have maintained a residence or principal office in Clackamas County for at least one year immediately prior to appointment; and

WHEREAS, The BCC, upon the recommendation of Judge Brisbin, finds it is in the public interest to appoint Kristen David, to serve as justices of the peace pro tempore in Clackamas County;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of County Commissioners appoints Kristen David to serve as justices of the peace pro tempore for the Clackamas County Justice of the Peace District. Kristen David shall have the authority to preside over court proceedings as is necessary during times when Judge Brisbin is temporarily absent or otherwise unable to hold court.

IT IS FUTHER RESOLVED that the appointment of Kristen David shall be for a term not to exceed one year from the date this resolution. The appointment, however, is subject to termination in the sole discretion of the BCC at any time prior to the expiration of the term.

ADOPTED this ____ day of _____, 2019

By the BOARD OF COUNTY COMMISIONERS

Chair

Recording Secretary



Capt. Malcolm McDonald
Director

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

March 28, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Apply for a Grant Award between National Institute of Justice and Clackamas County to Conduct Research and Evaluation of Reentry Initiatives.

Purpose/Outcome	Community Corrections would like to provide program fidelity analysis and training along with recidivism outcomes for the Transition Center and other programs as needed.
Dollar Amount and Fiscal Impact	Maximum amount of award is \$500,000.
Funding Source	National Institute of Justice
Duration	Up to 60 months
Previous Board Action/Review	No previous Board action.
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: Community Corrections introduced the Transition Center as a resource center for justice-involved residents and other members of the public. The program is in its third year, and we would like to determine whether client needs are being met by staff and if program use is associated with lowered recidivism rates. To do this, we are applying for an evaluation grant that would allow us to fund research staff. They would analyze the current intake processes to determine clients' top needs and whether those needs are addressed. They will recommend training techniques to improve staff fidelity to the program goals. Two years after analysis and implementation of any needed training, we will measure new arrest rates and compare them to earlier phases of the program. This grant prioritizes analysis that will help increase public safety in the Qualified Opportunity Zones (QOZ) outlined in the Tax Cuts and Jobs Act on December 22, 2017. We will ask to be placed in this category as Clackamas County census tracts 41005022107, 41005022108, 41005022201, 41005022400, 41005022500, 41005024400 are QOZ, and we want to determine if the Transition Center is making a difference in recidivism in these areas.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve application of this Grant Award from National Institute of Justice to conduct research and evaluation of reentry initiatives.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Malcolm McDonald", written in a cursive style.

Capt. Malcolm McDonald
Director, Community Corrections



March 28, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendments to the Clackamas Workforce Partnership (CWP) Bylaws

Purpose/Outcomes	Approval of amendments to the Clackamas Workforce Partnership bylaws.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	N/A
Strategic Plan Alignment	<ul style="list-style-type: none">• Build public trust through good government• Grow a vibrant economy
Previous Board Action	N/A
Contact Person	Cindy Moore, Business & Community Services, Economic Development, 503-742-4328

BACKGROUND:

During a recent monitoring visit by the Higher Education Coordinating Commission (HECC), it was determined that the quorum requirements in the Clackamas Workforce Partnership's (CWP) bylaws were not consistent with HECC policy and Workforce Innovation and Opportunity Act (WIOA) guidelines. In addition, CWP also identified several other desired bylaws amendments.

Accordingly, CWP is proposing the following bylaws amendments:

- Article IV, sub-sections 3, 5 and 6 have been updated to clarify language regarding terms and the reapplication process.
- Article V, sub section 8 has been updated to reflect new guidelines for signatory authorization.
- Article VI, sub-section 3 has been updated to reflect HECC/WIOA quorum definition guidelines, namely:
 - A simple majority (51%) of members, excluding vacancies AND
 - Of those members in attendance, no fewer than 25% are business representatives.
- Article VII, section 5 allowing for reimbursement of expenses incurred with performance of Board duties has been removed.
- Throughout the entire bylaws document, references to "the Clackamas Workforce Partnership" have been updated to "Clackamas Workforce Partnership".

County Counsel has reviewed and approved these changes.

RECOMMENDATION: Staff respectfully recommends that the Board approve the bylaws amendments proposed by CWP.

ATTACHMENTS:

1. Amended Clackamas Workforce Partnership Bylaws

Respectfully Submitted,

Laura Zentner, Director
Business & Community Services

WORKFORCE INVESTMENT COUNCIL OF CLACKAMAS COUNTY, INC.

An Oregon Public Benefit Corporation

BYLAWS

ARTICLE I.

Section 1: The Workforce Investment Council of Clackamas County, Inc. is an Oregon nonprofit corporation which does business as “Clackamas Workforce Partnership” (CWP). Hereinafter, Workforce Investment Council of Clackamas County, Inc. shall be referred to as “CWP.”

Section 2: CWP was organized under Chapter 65 of the Oregon Revised Statutes, and was approved by Clackamas County Board of County Commissioners, (CCBCC).

Section 3: CWP is established to implement workforce development programs including the Workforce Innovation and Opportunity Act, hereinafter referred to as WIOA, to represent Clackamas County in Oregon's workforce development system, and to act as a public benefit corporation operated in Oregon for educational and charitable purposes and for the promotion of social welfare in accord with sections 501(c)(3) of the Internal Revenue Code of 1954.

Nominations and appointments to the CWP Board of Directors shall be made in accordance with WIOA Section 107 and any additional State of Oregon or CCBCC requirements,

CWP shall ensure that its board members actively participate in convening the workforce development system's stakeholders, brokering relationships with a diverse range of employers and leveraging support for workforce development activities.

Section 4: The primary area to be served by CWP shall be Clackamas County, Oregon.

Section 5: The official office location and mailing address shall reside within Clackamas County.

ARTICLE II.

Purpose

CWP's purpose shall include representing Clackamas County in Oregon's workforce development system, implementing WIOA and other workforce development programs, and to act as an Oregon public benefit corporation operated for educational and charitable purposes and for the promotion of social welfare in accord with sections 501(c)(3) of the Internal Revenue Code of 1954.

Subject to the foregoing purposes and the requirements of Code Section 501(c)(3), CWP shall have and may exercise all the rights and powers of a nonprofit corporation under the Oregon Nonprofit Corporation Act.

ARTICLE III.

CWP Membership

The CWP shall have no members or stockholders.

ARTICLE IV.

Board of Directors

- Section 1:** The affairs of the corporation shall be managed by its Board of Directors, which is the Clackamas County Workforce Development Board appointed in accordance with Article 1, Section 3 of these bylaws.
- Section 2:** CWP Board of Directors shall serve at the pleasure of the Clackamas County Board of County Commissioners. CWP Board of Directors are expected to attend all regularly scheduled meetings and shall not delegate their vote to any other individual. Any member who does not attend at least half of the regularly scheduled meetings during any fiscal year may forfeit the office upon review of the CWP Board of Directors. Any member of the Board of Directors may be suspended or expelled from membership on the Board of Directors upon affirmative vote of two-thirds (2/3) of the membership as a recommendation to the CCBC. If a Director's employment status changes in his/her elected term, a written notification must be sent to the Board of Directors within 30 days of said change. The Director, under approval of the Board of Directors, has 90 days to requalify for a CWP Board position. Failure to requalify will result in removal from the CWP's Board of Directors. Nothing in these bylaws is intended to preclude the possibility of interested members being considered for reappointment after expiration of a term.
- Section 3:** Members of the Board of Directors shall be appointed for a three-year term, with a maximum of three, consecutive terms with the intention that approximately one-third of the members terms expire each year.
- Section 4:** To the extent reasonably possible, the membership of the Board shall conform to the requirements of the federal Workforce Innovation and Opportunity Act of 2014 and shall reflect the diversity of the regional workforce.
- Section 5:** The Board of Directors shall have the power to create both standing and ad-hoc committees, advisory groups, and task forces, the members and chairs of which shall be appointed by the Chair of the Board. The Committee Chairs shall be private-sector members of the Board and may have a co-chair from the public sector.
- Section 6:** If a board member resigns mid-term, a new member will be appointed by the CCBC.
- Section 7:** In order to provide historical perspective, at the expiration of term limits, a retiring Board member may choose to continue service to the Board as a "Legacy Member", with approval by the Chair of the Board. Legacy Members may serve on committees, may vote at committee meetings, but would not be eligible to vote at Board of Director or Executive Committee meetings.
- Section 8:** After the expiration of the three-consecutive-term limit, retired Board members may choose to reapply for an appointment to the Board after a 12 month break in service.

ARTICLE V.

Officers

- Section 1:** The CWP Board of Directors shall elect officers at the annual board meeting. The annual meeting is the first full Board meeting after the start of the program year.
- Section 2:** Officers of the Board of Directors of the corporation shall consist of a Chair, Vice Chair, Secretary, and Treasurer. The officers shall be representatives of the private sector. Such other officers as may be deemed necessary by the Board of Directors may be appointed from time to time.
- Section 3:** The elected officers and the immediate Past Chair of the Board of Directors, at least four (4) members of the Board, shall constitute the Executive Committee of the Board of Directors.
- The Board of Directors may delegate to the Executive Committee or to the Chair alone such duties and responsibilities as may be deemed necessary from time to time to carry out CWP activities. The activities and decisions of the Executive Committee shall be regularly reported to the Board of Directors by the Chair, and the minutes of all Executive Committee meetings shall be provided to the Board.
- The Board has the power to fill officer vacancies at any regular meetings and individuals so selected will serve until the annual meeting.
- Section 4:** The Chair is the Chief Executive Officer of the corporation and shall generally control and supervise all of the business and affairs of CWP. The duties of the Chair shall be to preside at all meetings of the corporation, to appoint committees and their chairpersons as needed, and to generally perform all duties incident to the office of Chair.
- Section 5:** The duties of the Vice Chair shall be to perform the duties of the Chair in the absence of the Chair, and to perform such other duties and responsibilities as are set by the Board of Directors, or the Chair.
- Section 6:** The Secretary of the corporation shall be responsible for the maintenance of CWP records, to review all minutes of the meetings, and to perform such other duties assigned by the Board of Directors, or the Chair.
- Section 7:** The duties of the Treasurer shall be established by the Board of Directors, or the Chair, and shall generally include governance of all funds held in the name of and managed by CWP, and reporting on the financial status of the corporation and the budget status of programs and services. Reporting will occur to the Board of Directors through the Executive Committee at full Board meetings.
- Section 8:** Documents to be signed by the corporation are binding when signed by a signatory authorized by board resolution.

ARTICLE VI.

Meeting Procedure, Voting Rights, and Quorum

Section 1: Meeting Procedures:

- A. The corporation shall hold regular meetings as necessary, but no less than four (4) per program year, to conduct business at a time and place determined by the Chair.
- B. Notice of all meetings of the corporation shall be given at least seven (7) days previous thereto by communication mailed by first class mail, sent electronically, or delivered personally to each member.
- C. The corporation's committees shall meet at the call of the Chair or the chair of such committee.
- D. Minutes shall be kept of all meetings required by Public Meeting Law and shall be available at the offices of the Corporation for anyone who requests to see them.

Minutes of meetings of the Board of Directors and Executive Committee shall be reviewed and approved at the subsequent meeting of the corporation's Board of Directors or Executive Committee. Minutes of committee meetings shall be approved by the Chair or Acting Chair of the committee and mailed or e-mailed to the Board Members and interested persons as appropriate or as may be requested.

- E. Special meetings of the corporation may be called at any time by the Chair or by a petition signed by not less than 25% of the members of the Board of Directors, setting forth therein the reason for calling such meeting.
- F. The public shall be informed of meetings as prescribed by law. Board and/or committee meetings may be closed to the public and declared in executive session in accordance with Oregon's public meetings law when topics involving personnel or other exempt subjects are to be discussed.
- G. Participation in meetings may be by telephone, video conference, or any means of communication by which all participants may simultaneously hear each other, provided the notice of such a meeting shall state that the person may participate in such a fashion and describe how any person may notify the appropriate individual of the person's desire to be included in the meeting. A person participating in such a meeting is deemed to be present in person at such meeting. No proxies or alternates may vote at CWP meetings.

Section 2: Voting rights:

- A. The Chair will be entitled to a vote on all issues.
- B. Each member of the Board of Directors may cast one vote on any question.
- C. When an issue presents either an actual or a potential conflict of interest (as defined by Federal or State regulation or by CWP's Code of Conduct) for a member of the Board of Directors, said member shall disclose the conflict of interest, and shall abstain from discussions and voting on said issue. Such disclosure and abstention shall be noted in the minutes, and shall be in accordance with ORS 244.120, as revised from time to time.

- D. Members of the Board of Directors shall act with his/her legal duties of care and loyalty and with the ethical standards and willingness to disclose any wrongful acts in accordance with the whistleblowing policy adopted by the Board of Directors.

Section 3: Quorum:

A quorum is defined as:

- A simple majority of 51%, excluding vacancies, and
- Of those members in attendance, no fewer than 25% are business representatives.

Board meetings may be held in which one or more or all members participating in the meeting are not present in person, but can communicate by electronic communication. Electronic participation in such meeting shall constitute presence in person at the meeting.

ARTICLE VII.

General Provisions

Section 1: When parliamentary procedures are not covered by these Bylaws, Robert's Rules of Order Revised, shall prevail.

Section 2: Meetings of the corporation or any of its committees shall be open to the public. The corporation and its committees shall operate within the applicable State and Federal laws.

Section 3: Participation in meetings shall be limited to members of the Board of Directors with the following exceptions:

- A. Regularly scheduled agenda items that call for reports or participation by non-members;
- B. At the discretion of the Chair, comment or other participation by non-members which is relevant or material to the matter under consideration before the group. All CWP meetings shall allow opportunity for public comment.
- C. The attorney or the accountant for the corporation.

Section 4: Nothing in these Bylaws shall be construed to take precedence over Federal, State or local laws.

Section 5: The Chair of the corporation and staff shall be responsible for preparing and distributing the agenda and minutes of meetings. Items not included in the agenda may be submitted to the corporate staff until 5:00 p.m. on the day before a meeting is scheduled so as to be included in a supplemental agenda packet to be distributed at the meeting.

Section 6: The accounting year for the corporation shall be July 1 through June 30.

ARTICLE VIII.

Indemnification

Section 1: Indemnification of Directors. Unless otherwise provided in the articles of incorporation, the corporation shall indemnify any individual made a party to a proceeding because the individual is or was a director of the corporation, against liability incurred in the proceeding, but only if the corporation has authorized the payment in accordance with ORS 65.404 and a determination has been made in accordance with the procedures set forth in ORS 65.404 that the director met the standards of conduct in Sections 1.1-1.2.

1.1 Standard of Conduct. The individual shall demonstrate that:

- (1) The individual conducted himself or herself in good faith; and
- (2) The individual reasonably believed that the individual's conduct was in the best interests of the corporation, or at least not opposed to its best interests; and
- (3) In the case of any criminal proceeding, the individual had no reasonable cause to believe his or her conduct was unlawful.

1.2 No Indemnification Permitted in Certain Circumstances. The corporation shall not indemnify a director under this Section 1:

- (1) In connection with a proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation; or
- (2) In connection with any other proceeding charging improper personal benefit to the director, whether or not involving action in the director's official capacity, in which the director was adjudged liable on the basis that personal benefit was improperly received by the director.

1.3 Mandatory Indemnification. In addition, unless limited by the articles of incorporation, the corporation shall indemnify a director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director was a party because of being a director of the corporation against reasonable expenses incurred by the director in connection with the proceeding.

Section 2: Advance for Expenses of Directors. Unless otherwise provided in the articles of incorporation, the corporation may pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of final disposition of the proceeding, if:

- (1) The director furnishes the corporation a written affirmation of the director's good faith belief that the director has met the standard of conduct described in Section 1;
- (2) The director furnishes the corporation a written undertaking, executed personally or on the director's behalf, to repay the advance if it is ultimately determined that the director did not meet the standard of conduct described in Section 1 (which undertaking must be an unlimited general obligation of the director but need not be secured and may be accepted without reference to financial ability to make repayment); and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under Section 1 or ORS 65.387-65.414.

Section 3: Indemnification of Officers, Agents, and Employees Who Are Not Directors. Unless otherwise provided in the articles of incorporation, the board of directors may indemnify and advance expenses to any officer, employee, or agent of the corporation, who is not a director of the corporation, to any extent consistent with public policy, as determined by the general or specific action of the board of directors.

Section 4: The Board of Directors have the power to purchase and maintain such fidelity and bond insurance on such officers, directors, staff and on behalf of others to the extent that power to do so has been or may be granted by statute and give other indemnification to the extent not prohibited by statute. Other business and liability insurance as may be deemed prudent may be acquired by the corporation, it being understood that the Oregon Department of Justice has issued an opinion stating that Local Workforce Development Boards are, as the case may be, either an agent of the state, an agent of local government, or an instrumentality of local government and within the protections of the Oregon Tort Claims Act. Under that Act, any action taken within the scope of a volunteer board member's duties which results in a tort claim may be taken only against the public body -- not the individual. If the public body is found liable, the amount of damage payable is limited by statute.

ARTICLE IV.

Staff, Agents, Consultant, and Professional Services

Section 1: The corporation may employ staff necessary to carry out the functions and purposes of the corporation. The corporation may appoint an administrator, coordinator, or executive director to be responsible for the selection, general management and supervision of all staff within the confines of the budget as approved by the Board of Directors. That person shall act for the Chair, as delegated, in the day-to-day operation of the corporation.

Section 2: Persons or firms other than officers or directors of the corporation may, from time to time, be engaged or employed to assist the corporation in carrying out its programs and purposes. Any such employment must be by action of the Board of Directors upon terms and conditions, such as appearance at monthly Board meetings to give progress reports, and including payment for services set forth by the Board of Directors.

ARTICLE X.

Contracts, Loans, Checks, Deposits

Section 1: The Board of Directors may authorize an officer or agent to enter into any contract, or execute or deliver any instrument, except instruments or documents relating to loans, in

the name of and in behalf of the corporation. Such authority may be general or limited to specific instances.

Section 2: No loans shall be contracted on behalf of the corporation, and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors and signed by the Chair and Secretary of the corporation. Such authority may be general or limited to specific instances.

Section 3: All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer, the Administrator, Coordinator, or Executive Director of the corporation, or designated agent, and in such a manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4: The corporation is specifically authorized to establish checking and savings accounts necessary to the transaction of corporate business. All funds of the corporation not otherwise employed shall be deposited from time to time in the name of the corporation in such banks, trust companies or other depositories as the Board of Directors may designate.

ARTICLE XII.

Amendments to Bylaws

These bylaws may be amended or repealed by an affirmative vote of the majority of the current membership of the Board of Directors.

The membership shall be provided notice of the meeting at least seven (7) days in advance. The notice shall specify or summarize the bylaws changes, amendments or repeals to be made at such meeting.

The executive committee shall make the determination regarding "specify" or "summarize" for purposes of notification.

Bylaws are subject to review and approval by the CCBCC.



CHRISTINA L. McMAHAN
DIRECTOR

JUVENILE DEPARTMENT
JUVENILE INTAKE AND ASSESSMENT CENTER
 2121 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners
 Clackamas County

Members of the Board:

**Approval of Personal Services Contract Amendment #11 with Parrott Creek
 Child and Family Services to
Provide Shelter Services for Youth**

Purpose/ Outcomes	Amend the Contract to extend time for the purchase of juvenile shelter bed purchases from Parrott Creek Child and Family Services, while the department finishes the formal RFP solicitation for new contracts.
Dollar Amount and Fiscal Impact	This extension is \$82,543. The maximum contract value is \$1,885,565.75.
Funding Source	These beds are funded with General Fund, and Federal Medicaid monies.
Duration	Effective April 1, 2019 and terminates on June 30, 2019.
Previous Board Action	Contract Approval 7/20/2017, Agenda Item IV G3; 7/26/18, Agenda Item E. 1.
Strategic Plan Alignment	Ensure safe, healthy, and secure communities. Shelter care is an integral part of the Juvenile Department’s continuum of service model. This resource allows youth to be placed outside their home when behavior is creating a public safety concern or when there are family issues that create a need for temporary out-of-home placement.
Contact Person	Christina L. McMahan, Director – Juvenile Department – 503-655-3171.

BACKGROUND:

Attached is a contract amendment extension request for professional shelter services between Clackamas County Juvenile Department and Parrott Creek Child and Family Services (“PCCFS”). The Juvenile Department must have short term and immediate shelter care resources for those youth not able to be returned to their families and/or need a non-detention placement due to individual issues, needs, or concerns. Youth placed into shelter care will receive, in addition to the shelter home, case management and assessment services.

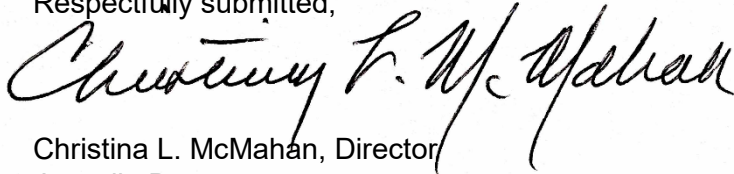
This is a one-time only 3 month contract extension with PCCFS for \$82,543 to provide shelter care beds and assessment services from April 1, 2019 through June 30, 2019, while a Request for Proposal (RFP) process is completed.

This contract extension request is one of three contracts that provided the shelter care beds and assessment services. The other contracts are with Boys and Girls Aid Society of Oregon and Christian Community Placement Center.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached amendment with Parrott Creek Child and Family Services to provide shelter services to youth involved with the Clackamas County Juvenile Department.

Respectfully submitted,



Christina L. McMahan, Director
Juvenile Department

Placed on the Agenda of _____ by the Procurement Division



Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Personal Services Contract Amendment #11 with Boys and
Girls Aid Society of Oregon to
Provide Shelter Services for Youth**

Purpose/ Outcomes	Amend the Contract to extend time for the purchase of juvenile shelter bed purchases from Boys and Girls Aid Society of Oregon, while the department finishes the formal RFP solicitation for new contracts.
Dollar Amount and Fiscal Impact	This extension is \$34,978. The maximum contract value is \$1,154,289.60
Funding Source	These beds are funded with General Fund, and Federal Medicaid monies.
Duration	Effective April 1, 2019 and terminates on June 30, 2019.
Previous Board Action	Contract Approval 7/20/2017, Agenda Item IV G1; Amendment 7/26/18, Agenda Item E. 3.
Strategic Plan Alignment	Ensure safe, healthy, and secure communities. Shelter care is an integral part of the Juvenile Department’s continuum of service model. This resource allows youth to be placed outside their home when behavior is creating a public safety concern or when there are family issues that create a need for temporary out-of-home placement.
Contact Person	Christina L. McMahan, Director – Juvenile Department – 503-655-3171.

BACKGROUND:

Attached is a contract amendment extension request for professional shelter services between Clackamas County Juvenile Department and Boys and Girls Aid Society of Oregon (“BGASO”). The Juvenile Department must have short term and immediate shelter care resources for those youth not able to be returned to their families and/or need a non-detention placement due to individual issues, needs, or concerns. Youth placed into shelter care will receive, in addition to the shelter home, case management and assessment services.

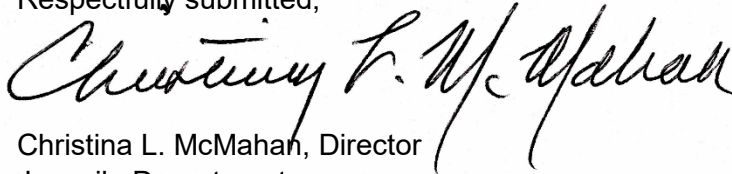
This is contract extension with BGASO for \$34,978 to provide shelter care beds and assessment services from April 1, 2019 through June 30, 2019, while a Request for Proposal (RFP) process is completed.

This contract extension request is one of three contracts that provided the shelter care beds and assessment services. The other contracts are with Parrott Creek Child and Family Services and Christian Community Placement Center.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached amendment with Boys and Girls Aid Society of Oregon to provide shelter services to youth involved with the Clackamas County Juvenile Department.

Respectfully submitted,



Christina L. McMahan, Director
Juvenile Department

Placed on the Agenda of _____ by the Procurement Division

AMENDMENT #11

**TO THE CONTRACT DOCUMENTS WITH BOYS AND GIRLS AID SOCIETY OF OREGON FOR
SHELTER SERVICES TO YOUTH RESIDING IN CLACKAMAS COUNTY UNDER THE
JURISDICTION OF CLACKAMAS COUNTY JUVENILE COURT**

This Amendment #11 is entered into between **Boys and Girls Aid Society of Oregon** (“Contractor”) and Clackamas County (“County”) and it shall become part of the Personal Services Contract entered into between the parties on July 11, 2013 (“Contract”).

The Purpose of the Amendment #11 is to make the following changes to the Contract:

1. Section I. **COMPENSATION** is hereby changed as follows:
The Contract termination date is hereby changed from March 31, 2019 to **June 30, 2019**. Additional funds for shelter bed services is authorized not to exceed **\$34,978.00**. The maximum Compensation authorized under this Contract shall not exceed \$1,154,289.60.

ORIGINAL CONTRACT	\$ 145,734.00
Amendment #1	Add Contract Language
Amendment #2 / Renewal #1	\$ 150,102.60
Amendment #3	\$ 33,356.33 (\$100,069.00 split among 3 providers)
Amendment #4 / Renewal #2	\$ 187,959.38
Amendment #5 / Renewal #3	\$ 192,602.18
Amendment #6	\$ 8,223.45
Amendment #7 / Renewal #4	\$ 200,825.63
Amendment #8 BRS rate change	\$ 29,937.30 for fiscal year 2017/2018
Amendment #9	\$ 170,570.73 + Time
Amendment #10	Time Extension
<u>Amendment #11</u>	<u>\$ 34,978.00 + Time Extension</u>
TOTAL AMENDED CONTRACT	\$1,154,289.60

2. A clerical error in adding total contract value was corrected on this Amendment.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #11, effective upon the date of the last signature below.

Boys and Girls Aid Society of Oregon
9320 SW Barbur Blvd., Ste. 200
Portland OR 97219

Clackamas County

Authorized Signature Date

Chair

Name / Title (Printed)

Recording Secretary

000535-12
Oregon Business Registry #

Date

DNP – Oregon
Entity Type / State of Formation

Approved as to Form:

County Counsel Date



CHRISTINA L. McMAHAN
DIRECTOR

JUVENILE DEPARTMENT
JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Personal Services Contract Amendment #11 with Christian
Community Placement Center to
Provide Shelter Services for Youth**

Purpose/ Outcomes	Amend the Contract to extend time for the purchase of juvenile shelter bed purchases from Christian Community Placement Center, while the department finishes the formal RFP solicitation for new contracts.
Dollar Amount and Fiscal Impact	This extension has no cost added. The maximum contract value is \$986,645.42
Funding Source	These beds are funded with General Fund, and Federal Medicaid monies.
Duration	Effective April 1, 2019 and terminates on June 30, 2019.
Previous Board Action	Contract Approval 7/20/2017, Agenda Item IV G2; Amendment 7/26/18, Agenda Item E. 2.
Strategic Plan Alignment	Ensure safe, healthy, and secure communities. Shelter care is an integral part of the Juvenile Department’s continuum of service model. This resource allows youth to be placed outside their home when behavior is creating a public safety concern or when there are family issues that create a need for temporary out-of-home placement.
Contact Person	Christina L. McMahan, Director – Juvenile Department – 503-655-3171.

BACKGROUND:

Attached is a contract amendment extension request for professional shelter services between Clackamas County Juvenile Department and Christian Community Placement Center (“CCPC”). The Juvenile Department must have short term and immediate shelter care resources for those youth not able to be returned to their families and/or need a non-detention placement due to individual issues, needs, or concerns. Youth placed into shelter care will receive, in addition to the shelter home, case management and assessment services.

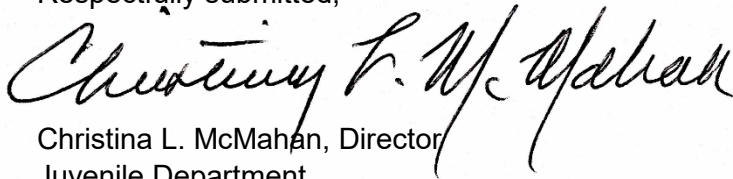
This is a contract extension with CCPC with no cost added to provide shelter care beds and assessment services from April 1, 2019 through June 30, 2019, while a Request for Proposal (RFP) process is completed.

This contract extension request is one of three contracts that provided the shelter care beds and assessment services. The other contracts are with Boys and Girls Aid Society of Oregon and Parrott Creek Child and Family Services.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached amendment and renewal with Christian Community Placement Center to provide shelter services to youth involved with the Clackamas County Juvenile Department.

Respectfully submitted,



Christina L. McMahan, Director
Juvenile Department

Placed on the Agenda of _____ by the Procurement Division

AMENDMENT #11

TO THE CONTRACT DOCUMENTS WITH CHRISTIAN COMMUNITY PLACEMENT CENTER FOR SHELTER SERVICES TO YOUTH RESIDING IN CLACKAMAS COUNTY UNDER THE JURISDICTION OF CLACKAMAS COUNTY JUVENILE COURT

This Amendment #11 is entered into between Christian Community Placement Center ("Contractor") and Clackamas County ("County") and it shall become part of the Personal Services Contract entered into between the parties on July 11, 2013 ("Contract").

The Purpose of the Amendment #11 is to make the following changes to the Contract:

- 1. Section I. COMPENSATION is hereby changed as follows: The Contract termination date is hereby changed from March 31, 2019 to June 30, 2019.

Table with 2 columns: Description and Amount. Rows include ORIGINAL CONTRACT (\$145,734.00), various amendments and renewals, and a TOTAL AMENDED CONTRACT of \$986,645.42.

- 2. A clerical error in adding total contract value was corrected on this Amendment.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #11, effective upon the date of the last signature below.

Christian Community Placement Center
4890 32nd Ave. SE
Salem, OR 97317

Clackamas County

Authorized Signature Date
Name / Title (Printed)
161515-81
Oregon Business Registry #
DNP - Oregon
Entity Type / State of Formation

Chair
Recording Secretary
Date
Approved as to Form:
County Counsel Date



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

March 28, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for a Service Level Agreement with Multnomah Educational Services District

Purpose/Outcomes	Clackamas Broadband eXchange (CBX) is looking for approval for a Service Level Agreement (SLA) with the Multnomah Educational Services District (MESD) for the lease of dark fiber.
Dollar Amount and Fiscal Impact	MESD will pay a non-recurring fee of \$401,051.00 for the new fiber construction. MESD will pay a recurring lease fee of \$18,360.00 annually for the new connections.
Funding Source	The funding source for the fiber expansion will be contributed from the CBX budget and then reimbursed by MESD.
Duration	Effective upon signature by the board the SLA is effective for twenty (20) years.
Previous Board Action	Board has previously approved similar school bids like Lake Oswego School District and North Clackamas School District.
Strategic Plan Alignment	<ol style="list-style-type: none">1. Build a strong infrastructure.2. Build public trust through good government.
Contact Person	Dave Devore (503)723-4996

BACKGROUND:

CBX is requesting a new SLA with the Multnomah Educational Service District for the lease of dark fiber. CBX provided a response to the Multnomah Educational Service District request for proposals from the school district for the lease of dark fiber connections. The Multnomah Educational Service District must request proposals to be eligible for reimbursement through the e-rate process from the Universal Service Administrative Company. The County Board had previously provided authorization to CBX to place bids on public entities that reside adjacent to Clackamas County.

RECOMMENDATION:

Staff respectfully recommends approval to enter into this new fiber agreement with the Multnomah Educational Service District. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

This Service Level Agreement has been reviewed and approved by County Counsel.

Sincerely,

Dave Cummings
CIO Technology Services

Clackamas County

FIBER OPTIC SERVICE LEVEL AGREEMENT

Multnomah Educational Service District
(Customer Name)

1. Recitals

WHEREAS, Clackamas County (County) desires to provide to Multnomah Educational Service District (Customer) the Services set forth in this Agreement, between the specified Customer sites listed in Appendix A, and at the price contained in Appendix A; and

WHEREAS, Customer desires to use the Services; and

WHEREAS, the Parties desire to set forth herein their respective rights and obligations with respect to the provision of Services,

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and promises set forth herein, intending to be legally bound, the Parties agree as follows.

2. Fiber Optic Network Description

County will provide Customer with point-to-point single mode fiber optic network connectivity, including a termination panel for the fiber optic cables at each Customer premises on a path designated by the County.

3. Service Description

Service provided to Customer by County is physical connectivity of one (or more) strands of optical fiber ("Fiber"), between sites specifically identified in Appendix A for the exclusive use of the Customer's internal communication needs. Each site listed in Appendix A will have a single mode fiber termination.

4. Construction and Installation Requirements

- a. County, when installing fiber optic cables on the property of Customer, shall do so in a neat and professional manner. Routing and location of these cables shall be mutually agreed upon between the parties.
- b. Customer shall secure any easements, leases, permits or other agreements necessary to allow County to use existing pathways to, into and within each site to the demarcation point for service. Customer shall provide a path for the fiber optic cable from the point of entry into the site to the termination panel that complies with all applicable building, electrical, fire and related codes.
- c. Subject to the terms of this Agreement, and at no cost to County, Customer shall

provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the County's fiber optic cables used to provision the service within each site.

- d. Customer shall provide a clean, secure, relatively dry and cool location (consistent with environmental requirements for fiber optic network connectivity equipment) at each of its premises for necessary equipment.
- e. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have reasonable ingress and egress into and out of Customer properties and buildings in connection with the provision of service.
- f. If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify County to install the applicable portion of the fiber optic network in areas of any such site not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.
- g. County shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- h. County shall construct Fiber into each Customer building enumerated herein; splice fiber into existing County fiber optic resources; terminate County's optical fiber in each Customer building; test and certify appropriate Fiber performance at each Customer location; and provide the appropriate "hand-off's" at each location for Customer utilization. Test results for physical connection will be made available upon request.

5. Term of Agreement

At such time as County completes installation and connection of the necessary facilities and equipment to provide service herein, County shall then certify and notify Customer in writing that the service is available for use, and the date of such notice shall be called the "Service Start Date." Unless terminated this Agreement shall remain in effect for a period of twenty (20) years beyond the "Service Start Date".

6. Rates

In return for County providing the services described in Appendix A for the term indicated herein, Customer shall pay County both nonrecurring construction/installation charges and recurring charges for services as specified in Appendix A as it shall be amended from time to time.

7. Payment Options

a. Annual Payments

County shall provide an invoice for twelve months of service (July 1 through

June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The annual charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

b. **Alternative Payment Frequency**

If Customer demonstrates that prepaid billings present a hardship, Customer may prepay semi-annually, quarterly, and in extreme circumstances may pay monthly. County shall provide an invoice for one quarter or month of service, or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The quarterly or monthly charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

8. Fiber Maintenance

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing sound engineering practices and in accordance with Appendix B, throughout the Agreement Term. In the event the Fiber fails at any time to meet the specifications outlined in Appendix C, County shall endeavor to restore the Fiber to meet the specification standards in as timely and expedited a manner as reasonably possible.

County may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder.

Customer shall promptly notify County of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber. County shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber and/or Customer's use thereof.

9. Confidentiality

All Customer data, voice, or video transmission using County fiber optic facilities shall be treated by County as confidential information, to the extent allowable by law. County agrees that this information shall not be made available, in any form, to any party other than County or its agents or contractors as may be necessary to conduct maintenance or repair activity, without written permission of Customer, except as required by law.

10. Content Control and Privacy

Customer shall have full and complete control of, and responsibility and liability for, the content of any and all communications transmissions sent or received using the

Fiber.

11. Assignment and Successors

Either party may assign this Agreement upon prior written consent of the other party. Such consent shall not be unreasonably withheld. Upon such assignment, all rights and obligations of County and Customer under this Agreement shall pass in total without modification to any successor(s) regardless of the manner in which the succession may occur.

12. Damage

County shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of the Customer's premises or facilities, which are damaged by County or its agents. Customer shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of County's connectivity equipment or other facilities, located at Customer premises, which are damaged by Customer or its agents.

Customer will reimburse all related Costs associated with damage to the Fiber caused by the negligence or willful misconduct of Customer, its affiliates, employees, agents, contractors or customers, except to the extent caused by the gross negligence or willful misconduct of County, its affiliates, employees, contractors or agents. "Cost(s)", as used herein include the following: (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs; and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.).

13. Force Majeure

Neither party hereto shall be deemed to be in default of any provision of this Agreement, for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but shall not be limited to, acts of nature, civil or military authority, civil disturbance, war, strikes, fires, power failure, other catastrophes or other force majeure events beyond the parties' reasonable control, provided however that the provisions of this paragraph and article shall not preclude Customer from cancelling or terminating this Agreement as otherwise permitted hereunder, regardless of any force majeure event occurring to County.

14. Consequential Damages

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORSEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, TRANSMISSION INTERRUPTIONS OR DEGRADATION, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROFITS OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES OR CLAIMS OF CUSTOMERS, WHETHER

OCCASIONED BY ANY REPAIR OR MAINTENANCE PERFORMED BY OR FAILED TO BE PERFORMED BY A PARTY, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

15. Public Contracting Provisions

The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, to the extent applicable, are incorporated herein by this reference.

16. Non-Appropriation or Change in Law

Notwithstanding any other provisions of this Agreement, the parties hereby agree and understand that if either party fails to receive expenditure authority sufficient to allow that party, in the exercise of its reasonable administrative discretion, to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that a party is prohibited from performing under this Agreement, the Agreement shall terminate and Customer shall pay County any remaining pro rata fees for services due to the date of such termination payable pursuant to Section 7 of this Agreement.

17. Compliance with Laws

Customer shall comply with all applicable federal, state, county and city laws, ordinances and regulations, including regulations of any administrative agency thereof, heretofore or hereafter adopted or established, during the entire term of this Agreement.

18. Taxes and Assessments

- a. Customer agrees to pay any and all applicable national, federal, state, county and local taxes, fees, assessments or surcharges, and all other similar or related charges, which are imposed or levied on the Fiber, or because of Customer's use of the Services under this Agreement (collectively, "Taxes), whether or not the Taxes are imposed or levied directly on the Customer, or imposed or levied on the County because of or arising out of the use of the Services either by the Customer, or its affiliates, or anyone to whom Customer has sold or otherwise granted access to the Services. Customer agrees to pay these Taxes in addition to all other fees and charges as set forth elsewhere in this Agreement.
- b. "Taxes" include, but are not limited to, business and occupation, commercial, district, excise, franchise fee, gross receipts, license, occupational, privilege, property, Public Utility Commission, right-of-ways, utility user, or other similar taxes, fees, surcharges and assessments as may be levied against Customer, or against County and passed through to Customer.

19. Termination

- a. Either party may terminate this Agreement for convenience following 90 days

written notice to the other party.

- b. In the event Customer terminates this Agreement based upon County 's default or failure to perform as described in this Agreement, County shall reimburse to Customer the pro rata amounts paid on the unexpired term of this Agreement.
- c. If Customer terminates this Agreement for any reason other than County's default or failure to perform, County shall be entitled to 5% of the remaining contract amount for the unexpired term of this Agreement.

20. Default

1. Either of the following events shall constitute a default:
 - a. Failure to perform or comply with any material obligation or condition of this Agreement by any party; or
 - b. Failure to pay any sums due under this Agreement.
2. Any defaulting party shall have thirty (30) days in which to cure following - written notice of default by the non-defaulting party.

21. Amendment

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

22. No recourse Against the Grantor

Customer shall have no recourse whatsoever against County or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Agreement or any part thereof is determined to be invalid.

23. Notice

Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, or by facsimile addressed as follows:

Notice to the County

Manager, Clackamas Broadband Express
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number (503) 655-8255

with a copy to

Chief Information Officer
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number: (503) 655-8255

Notice to the Customer

Network Services
Multnomah Education Service District
11611 NE Ainsworth Circle
Portland, Oregon 97220
noc@mesd.k12.or.us
503-257-1538

with a copy to

Business Services
Multnomah Education Service District
11611 NE Ainsworth Circle
Portland, Oregon 97220
503-257-1647

Either Party, by similar written notice, may change the address to which notices shall be sent.

24. Debt Limitations

This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and County's performance is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

25. No Attorney Fees

No attorney fees shall be paid for or awarded to either party in the course of any dispute or other recovery under this Agreement. It is the intent of the parties that each shall bear the costs of its own legal counsel.

26. Governing Law

This Agreement 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 Customer that arises out of or relates to the performance of this Agreement 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 must 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.

27. Whole Contract

THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OF PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BE BINDING ON EITHER PARTY EXCEPT AS A WRITTEN ADDENDUM SIGNED BY AUTHORIZED AGENTS OF BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

Clackamas County

By (signature): _____

Name: _____

Title: _____

Date: _____

Customer

Multnomah Educational Service District
(Customer Name)

By (signature): *Sam Breyer*

Name (print): Sam Breyer

Title: Superintendent

Date: 3/19/2019

APPENDIX A

SERVICE AND RATE SCHEDULE

1. Specified Services and Rates

The following are the sites, services, and rates agreed to by County and Customer at which Customer shall be provided services on the fiber optic network during the term of the Agreement. It is understood by both parties that service to these sites shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein. It is further understood that, during the term of the Agreement, Customer may add services to existing or new locations, or change services and/or locations, but that such changes are subject to the rates for such additional services.

2. Construction, Installation and Activation

For construction, installation and activation work and provision of fiber optic network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 5 of Appendix A.

3. Service Changes and Conversions

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges.

4. Annual Recurring Charges

	From (Site Name & Address)	To (Site Name & Address)	Service	Monthly Rate (\$)
1	Sam Barlow High School 5105 SE 302 nd Ave Gresham, OR 97080	East Orient Elementary School 7431 SE 302 nd Ave Gresham, OR 97080	One Pair (two) dark fibers	\$255.00
2	East Orient Elementary School 7431 SE 302 nd Ave Gresham, OR 97080	Damascus K-8 14151 SE 242 nd Ave Damascus, OR 97089	One Pair (two) dark fibers	\$255.00
3	Damascus K-8 14151 SE 242 nd Ave Damascus, OR 97089	Deep Creek School 15600 SE 232 nd Dr Damascus, OR 97089	One Pair (two) dark fibers	\$255.00
4	Deep Creek School 15600 SE 232 nd Dr Damascus, OR 97089	Clackamas Education Service District 13455 SE 97 th Ave. Clackamas, Oregon 97015	One Pair (two) dark fibers	\$255.00
5	Riverdale Grade School 11733 SW Breyman Ave Portland, OR 97219	Bridgeport Elementary 5505 SW Borland Rd Tualatin, OR 97062	One Pair (two) dark fibers	\$255.00
6	Riverdale Grade School 11733 SW Breyman Ave Portland, OR 97219	Clackamas Education Service District 13455 SE 97 th Ave. Clackamas, Oregon 97015	One Pair (two) dark fibers	\$255.00

5. Nonrecurring Charges

	From (Site Name & Address)	To (Site Name & Address)	Service	Amount (\$)
1	Sam Barlow High School 5105 SE 302 nd Ave Gresham, OR 97080	East Orient Elementary School 7431 SE 302 nd Ave Gresham, OR 97080	Construction	\$76,900.00
2	East Orient Elementary School 7431 SE 302 nd Ave Gresham, OR 97080	Damascus K-8 14151 SE 242 nd Ave Damascus, OR 97089	Construction	\$138,200.00
3	Damascus K-8 14151 SE 242 nd Ave Damascus, OR 97089	Deep Creek School 15600 SE 232 nd Dr Damascus, OR 97089	Construction	\$59,795.00
4	Deep Creek School 15600 SE 232 nd Dr Damascus, OR 97089	Clackamas Education Service District 13455 SE 97th Ave. Clackamas, Oregon 97015	Construction	\$40,356.00
5	Riverdale Grade School 11733 SW Breyman Ave Portland, OR 97219	Bridgeport Elementary 5505 SW Borland Rd Tualatin, OR 97062	Construction	\$85,800.00

6. Late Payment Interest

Customer will be charged interest for any payment made after its due date (thirty (30) days after receipt of invoice). Interest is charged at a rate of one and a half percent (1.5%) per month, or eighteen percent (18%) annually, on any installment not paid when due.

7. Annual Consumer Price Index (CPI) Adjustments

All fees and minimum charges are subject to Consumer Price Index (CPI) adjustments, to be applied annually. The amount of the fees and charges specified herein may increase annually by a percentage up to the change in the West Region (West City Size B/C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics (<https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm>), based upon the rate of change as stated from the last month reported to the same month of the preceding year. In the event such Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information theretofore used in determining the Consumer Price Index shall be used in lieu of such Consumer Price Index.

Remainder of this page intentionally left blank.

APPENDIX B

MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES

1. Defined Terms

- a. "Routine Maintenance" is all preventive maintenance activities and repairs.
- b. "Non-Routine Maintenance" is all efforts and activities in response to an emergency circumstance which requires restoration of service.

2. General

- a. County shall operate and maintain a Network Control and Management Center (NCAM) staffed twenty-four (24) hours a day, seven (7) days a week, by trained and qualified personnel. County shall maintain (503) 742-4219 telephone number to contact personnel and NCAM. County's NCAM personnel shall dispatch maintenance and repair personnel along the fiber optic network to repair problems detected through the NCAM's remote surveillance equipment, by the Customer, or otherwise.
- b. In the event Customer identifies a circumstance which requires restoration of service, Customer shall provide NCAM personnel the name and address of the facility with the problem, the identification number of the Fiber circuits in question, and the name and telephone numbers of Customer's personnel to contact for site access and status updates. NCAM personnel shall immediately contact a County technician and provide the Customer contact information. County technician shall contact Customer within one (1) hour of initial call.
- c. If the County's technician cannot repair the service interruption by telephone, County shall use commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring repair within five (5) hours of the initial call to the NCAM. County will then work continuously until service has been restored.
- d. County shall use commercially reasonable efforts to notify Customer seven (7) days prior to the date of any planned non-emergency maintenance activity. In the event that a County planned activity is canceled or delayed for any reason as previously notified, County shall notify Customer as soon as reasonably possible and will comply with the provisions of the previous sentence to reschedule any delayed activity.

3. Fiber Optic Network

- a. County shall maintain the fiber optic network in good and operable condition and shall repair the fiber in a manner consistent with industry standards and using commercially reasonable efforts.
- b. County shall perform appropriate routine maintenance on the fiber optic network in accordance with County's then current preventive maintenance procedures. County's maintenance procedures shall not substantially deviate from industry practice.

4. Restoration

- a. When restoring damaged fiber, the Parties agree to work together to restore all traffic as quickly as possible. County, immediately upon arriving on the site of the damage, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.
- b. It will be the responsibility of County and Customer to report to one another respectively any known environmental hazards which would restrict or jeopardize any maintenance work activities in shelters or right of way areas of operation.
- c. Upon notification of interruption of fiber optic network service, disrepair, impairment or other need for repair or restoration of the fiber and the location of the damaged fiber, County shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, having maintenance personnel at the affected site within five (5) hours after receipt of such notice with the required restoration material and equipment.
- d. In the event that Customer's use of the fiber optic network is interrupted due to an occurrence of a force majeure event, repairs and restoration shall be made as expeditiously as reasonably possible. Customer recognizes that five (5) hour response time represents optimal conditions, and may be impossible to achieve when emergency restoration of fiber optic network integrity is required or when responding to certain remote locations. Actual response times will be influenced by such factors as terrain, weather conditions present at the time the request is made and actual mileage to the fault site.
- e. For purposes of this section, "commercially reasonable efforts" means activities and performances consistent with prudent utility practice, existing contract provisions for County technicians and/or employees, practices required for preserving the integrity of the fiber optic network, and response times that do not jeopardize the health and safety of the employees, contractors and agents of County and Customer.

5. Customer shall be responsible for paying County standard maintenance fees for

any calls to County for maintenance issues related to the Fiber that County later confirms as resulting from another source other than functionality of the Fibers.

Remainder of this page intentionally left blank.

APPENDIX C

FIBER SPLICING AND TESTING STANDARDS AND PROCEDURES

1. Fiber and Connector Standards

a. **Connector Standards**

The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed .8 dB.

b. **Field Splice Standards**

The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, County is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (re-burns) to bring the OOS fiber within specification will be provided.

c. **Span Loss**

It is County's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by County. The following span loss calculation will be used:

$$(A * L) + (0.1 * N) + C = \text{Acceptable Span Loss}$$

A = Attenuation per KM at 1550 nm

L = Optical length of cable measured in kilometers (from OTDR Trace)

N = Number of splices in a span

C = Connector loss. The connector loss will not exceed .5dB. The section test will have (2) pigtail connectors/splices under test, so 1.0dB will be allowed for this loss.

Remainder of this page intentionally left blank.



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

Stephen L. Madkour
County Counsel

March 28, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Kathleen Rastetter
Scott C. Ciecko
Amanda Keller
Nathan K. Boderman
Shawn Lillegren
Jeffrey D. Munns
Andrew R. Naylor
Andrew Narus
Sarah Foreman
Assistants

Final Approval of Withdrawal from Clackamas County Service Dist. No. 1

Purpose/Outcomes	Approval of Board Order authorizing a withdrawal from Clackamas County Service District No. 1
Dollar Amount and Fiscal Impact	None
Funding Source	Not Applicable
Safety Impact	Not Applicable
Duration	Permanent
Previous Board Action	Board Order 2017-147 adopted on 12/14/17; first hearing on November 22, 2017.
Contact Person	Ken Martin, Boundary Change Consultant – 503-222-0955 Amanda Keller, Assistant County Counsel
Contract No.	Not Applicable

BACKGROUND:

On December 14, 2017, the Board of County Commissioners adopted Board Order No. 2017-147, which was intended to be the final approval of Boundary Change Proposal No. CL-17-017 for withdrawal from Clackamas County Service District No. 1. The adopted Board Order No. 2017-147 mistakenly contained the words “preliminarily approved,” implying that a final approval was still to come. The property requesting the withdrawal needs a final approval before the withdrawal can be processed by the County Assessor. The attached Board Order makes it clear that the Board is providing final approval of the withdrawal.

Attached are the following documents:

- Corrected Board Order
- Previous staff report submitted for the December 14, 2017 hearing
- Previously adopted Board Order with attached findings

RECOMMENDATION:

Staff recommends approval of the board order providing final approval of withdrawal from Clackamas County Services District No. 1 pursuant to Proposal No. CL-17-017.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Amanda Keller", with a long horizontal flourish extending to the right.

Amanda Keller
Assistant County Counsel

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

In the Matter of Approving
Boundary Change Proposal CL-17-
0017



Resolution No. _____

Page 1 of 3

Whereas, this matter coming before the Board at this time, and it appearing that the owner of all the land in the territory to be withdrawn has petitioned to withdraw the territory from Clackamas County Service District No. 1; and

Whereas, it further appearing that this Board is charged with deciding this proposal for a boundary change pursuant to ORS Chapters 198 and Metro Code 3.09; and

Whereas, it further appearing that this matter came before the Board for public hearing on November 22, 2017 and December 14, 2017 and that a decision of final approval of Board Order 2017-147 was made on that day; and

Whereas, Board Order 2017-147 mistakenly contained the words "preliminarily approved"; and

Whereas, the Board must adopt a Board Order with language reflecting a final approval in order to complete the boundary change;

NOW THEREFORE, IT IS HEREBY ORDERED that the Boundary Change Proposal No. CL 17-017 as described in Exhibit A, page 7 and depicted on Exhibit A, Page 8 is approved for the reasons stated in Exhibit A, pages 3-6:

DATED this 28th day of March, 2019

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

EXHIBIT A



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

December 14, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Stephen L. Madkour
County Counsel

Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Shawn Lillegren
Jeffrey D. Munns
Assistants

Final Approval of Withdrawal from Clackamas County Service District No.1

Purpose/Outcomes	Conduct Public Hearing/Approve Order
Dollar Amount and Fiscal Impact	None
Funding Source	Not Applicable
Duration	Permanent
Previous Board Action	None
Strategic Plan Alignment	Build Public Trust Through Good Government, hold transparent and clear public processes regarding jurisdictional boundaries
Contact Person	Ken Martin, Boundary Change Consultant - 503 222-0955 Chris Storey, Assistant County Counsel
Contract No.	Not Applicable

BACKGROUND:

The County Board is charged with making boundary change decisions (annexations, withdrawals, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County. One type of special district over which the Board has jurisdiction is a county service district and Clackamas County Service District No. 1 is such a district.

Proposal No. CL 17-017 is a proposed withdrawal from Clackamas County Service District No. 1 (the "District").

State statute and the Metro Code require the Board to hold a public hearing on the proposed withdrawal. Notice of this hearing invited testimony from any interested party. Notice consisted of: 1) Posting three notices near the territory and one notice near the County hearing room 20 days prior to the hearing; 2) Published notice twice in the Clackamas County Review; 3) Mailed notice sent to affected local governments and all property owners within 100 feet of the area to be annexed.

As required by statute the Board of the District has endorsed the proposed withdrawal.

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

In the Matter of Approving
Boundary Change Proposal
No. CL 17-0017

ORDER NO. 2017-147

WHEREAS, this matter coming before the Board at this time, and it appearing that the owner of all the land in the territory to be withdrawn has petitioned to withdraw the territory from Clackamas County Service District No. 1; and

WHEREAS, it further appearing that this Board is charged with deciding this proposal for a boundary change pursuant to ORS Chapters 198 and Metro Code 3.09; and

WHEREAS, it further appearing that staff retained by the County have reviewed the proposed boundary change and issued a report which complies with the requirements of Metro Code 3.09.050(b); and

WHEREAS, it further appearing that this matter came before the Board for public hearing on November 22, 2017 and that a decision of approval was made on November 22, 2017; and

WHEREAS, it further appearing that the Board is required to hold a second hearing on this proposal and that at that hearing if sufficient signatures to cause an election on the matter are not filed, the Board may approve the proposed withdrawal; and

WHEREAS, it further appearing that the Board held such required second hearing on December 14th, 2017 and no valid remonstrance petition was filed with the Board;

NOW THEREFORE, IT IS HEREBY ORDERED that Boundary Change Proposal No. CL 17-017 as described in Exhibit B and depicted on Exhibit C is preliminarily approved for the reasons stated in attached Exhibit A.

ADOPTED this 14th day of December, 2017

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Clackamas County Official Records
Sherry Hall, County Clerk
Commissioners' Journals
Agreements & Contracts

2017-2017

12/19/2017 8:40:30 AM

FINDINGS

Based on the study and the public hearing the Board found:

1. Proposal No. CL 17-017 is a proposed withdrawal from Clackamas County Service District No. 1.

If the Board approves the proposal it must adopt an order setting a date for a final hearing not less than 20 or more than 50 days after the date of their order. The purpose of that hearing is to allow for the possible filing of a remonstrance petition by electors within the withdrawal area. Assuming no remonstrance petition is filed the Board would enter an order approving the withdrawal. Staff proposes the required second hearing take place on December 14, 2017.

2. The territory to be withdrawn contains 1.52 acres, is vacant and is valued at \$86,839.
3. The property owners desire sewer service for a proposed 8-lot subdivision. Due to topography Clackamas County Service District # 1 (CCSD # 1) through its sewer provider, Water Environment Services (WES), cannot efficiently serve the site but an adjacent unit of government, Oak Lodge Water Services District (OLWSD) can provide service. Withdrawing the property from CCSD#1 will allow for its subsequent annexation to OLWSD and acquisition of sewer service from that entity.
4. Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party¹; and
3. The proposed effective date of the boundary change.

Service availability is covered in the findings below. Staff has examined the statutes and determined that approval of this withdrawal will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date would be the date of the order adopted at the conclusion of the second hearing.

¹ A "necessary party" is another governmental entity which includes the same area or provides an urban service to the area.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
 - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
 - (B) Any applicable annexation plan adopted pursuant to ORS 195.205;
 - (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
 - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services;
 - (E) Any applicable comprehensive plan; and
 - (F) Any applicable concept plan.
- (2) Consider whether the boundary change would:
 - (A) Promote the timely, orderly and economic provision of public facilities and services;
 - (B) Affect the quality and quantity of urban services; and
 - (C) Eliminate or avoid unnecessary duplication of facilities and services.

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The proposal is consistent with the Comprehensive Plan as stated in Finding No. 6 below. No concept plans cover this area.

Staff has reviewed both the ORS 198 criteria and the Metro Code requirements, and found that the subject property is eligible for withdrawal from the District.

5. This territory is inside of Metro's jurisdictional boundary and inside the regional Urban Growth Boundary (UGB).

The law that requires Metro to adopt criteria for boundary changes specifically states

that Metro shall " . . . ensure that a boundary change is in compliance with the Metro regional framework plan as defined in ORS 197.015 and cooperative agreements and urban service agreements adopted pursuant to ORS chapter 195." ORS 197.015 says "Metro regional framework plan means the regional framework plan required by the 1992 Metro Charter or its separate components." The Regional Framework Plan was reviewed and found not to contain specific criteria applicable to boundary changes.

There are two adopted regional functional plans, the Urban Growth Management Functional Plan and the Regional Transportation Plan, which were examined and found not to contain any directly applicable standards and criteria for boundary changes.

6. The PUBLIC FACILITIES AND SERVICES Element of the Comprehensive Plan contains the following Goal:

POLICIES

Sanitary Sewage Disposal

* * *

- 6.0 Require sanitary sewerage service agencies to coordinate extension of sanitary services with other key facilities, i.e., water, transportation, and storm drainage systems, which are necessary to serve additional lands.

The territory is planned for Low Density Residential use and is zoned R-7. The County has approved a replat of this property which will allow for development of an 8-lot subdivision.

7. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. There are no urban service agreements under ORS 195 relative to sewer service in this area of Clackamas County.
8. This territory, if withdrawn from the District, will be need to be subsequently annexed to the Oak Lodge Water Services District. OLWSD has an 8-inch sewer line SE Garland Lane which can serve the site if annexed into such district.
9. The territory to be annexed is within the boundary of the former Oak Lodge Water District (now a part of Oak Lodge Water Services District for water purposes) but was outside the boundaries of the former Oak Lodge Sanitary District, and therefore was not included in the boundaries of the new district upon formation of the combined Oak Lodge district.
10. The area receives police service from the Clackamas County Sheriff's Department.

11. The territory is within the Clackamas County R.F.P.D. #1. This service will not be affected by annexation to the County Service District for sanitary sewers.
12. The area to be annexed is within the North Clackamas Parks and Recreation District.

CONCLUSIONS AND REASONS FOR DECISION

Based on the Findings, the Board determined:

1. The Metro Code requires the boundary change decision to be consistent with expressly applicable provisions in any urban service provider agreements, cooperative agreements and annexation plans adopted pursuant to ORS 195. As noted in Findings 3 & 7 there are no such agreements or plans in place in this area. The Board concludes that its decision is not inconsistent with any such agreements and plans.
2. The Metro Code calls for consistency between the Board decision and any "applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services." The Board notes the original public facility plan for this area does call for sewer service by the District.
3. ORS 198 requires consideration of the comprehensive plan and any service agreements affecting the area. The Board has reviewed the applicable comprehensive plan (Clackamas Comprehensive Plan) and concludes this proposal complies with it. All other necessary urban services can be made available.
4. The Board considered the timing & phasing of public facilities to this area, the quantity and quality of services available and the potential for duplication of services. The Board notes that this withdrawal will allow for the extension of sewer service to the site from the unit of government which can best serve the site.
5. The Metro Code at 3.09.050 (B) (2) requires a determination of whether the boundary change will cause withdrawal of the territory from the boundary of any necessary party. An examination of this issue found that no such withdrawals would be caused by approval of this withdrawal.

EXHIBIT B

LEGAL DESCRIPTION

A tract of land situated in the SE ¼ SE ¼ Section 1, Township 2 South, Range 1 East, Willamette Meridian, Clackamas County, Oregon, being more particularly described as follows:

PARCEL 3, PARTITION PLAT NO. 2017-038 IN THE COUNTY OF CLACKAMAS,
STATE OF OREGON.

EXHIBIT C

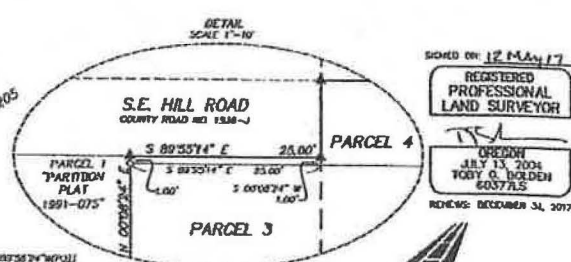
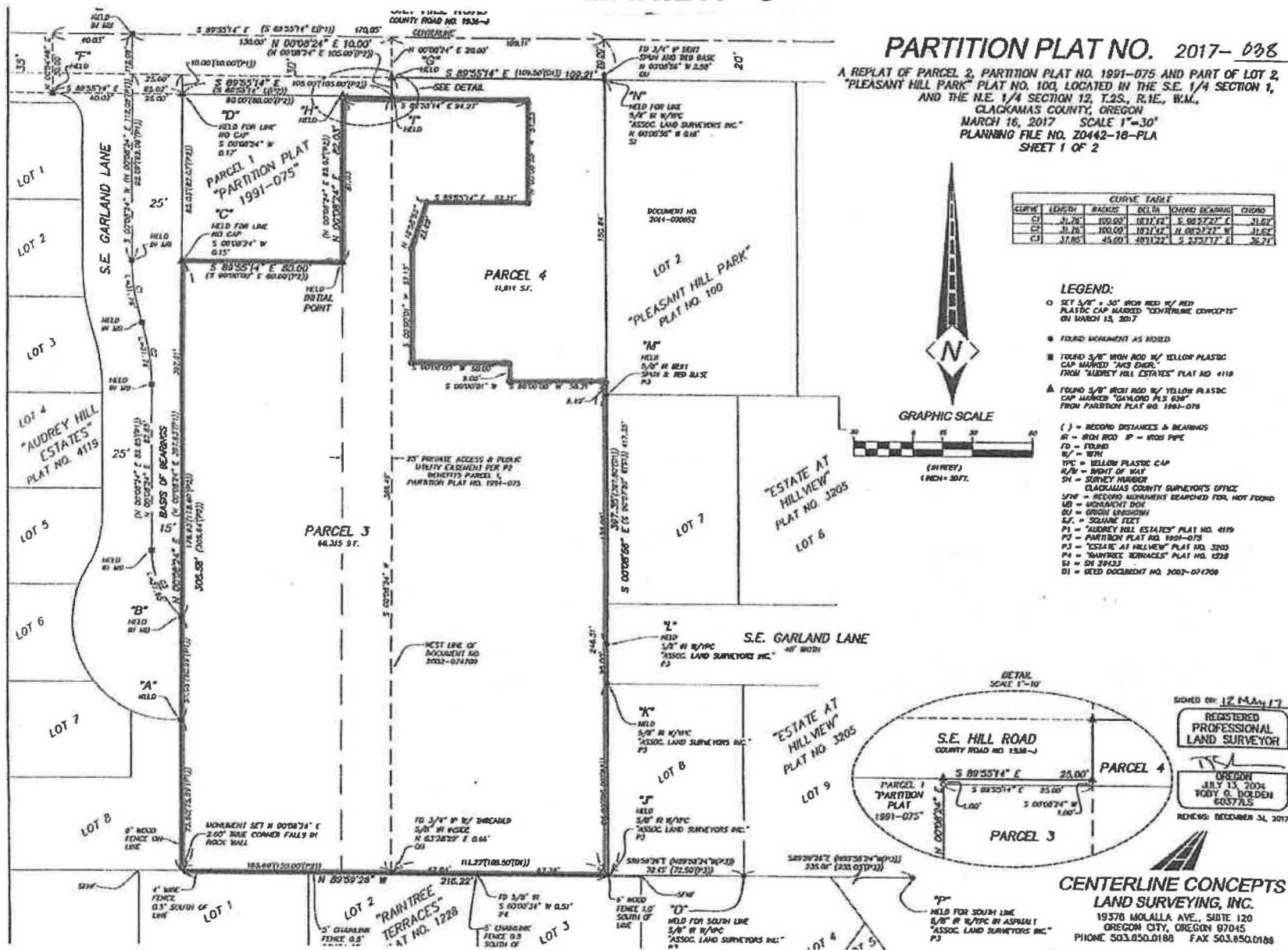
PARTITION PLAT NO. 2017-038

A REPLAT OF PARCEL 2, PARTITION PLAT NO. 1991-075 AND PART OF LOT 2, "PLEASANT HILL PARK" PLAT NO. 100, LOCATED IN THE S.E. 1/4 SECTION 1, AND THE N.E. 1/4 SECTION 12, T.2S., R.1E., W.M., CLATSOP COUNTY, OREGON
 MARCH 16, 2017 SCALE 1"=30'
 PLANNING FILE NO. Z0442-18-PLA
 SHEET 1 OF 2

CURVE TABLE					
CURVE	LENGTH	RADIUS	BEGINNING	ENDING	CHORD
C1	31.28'	100.00'	1837.42'	S 88°27'27" E	31.62'
C2	31.28'	100.00'	1837.42'	N 88°27'27" W	31.62'
C3	37.60'	48.00'	4811.22'	S 23°27'17" E	36.71'

LEGEND:

- SET 5/8" x 30" IRON ROD W/ RED PLASTIC CAP MARKED "CENTERLINE CONCEPTS" ON MARCH 15, 2017
- FOUND WORKMENT AS NOTED
- FOUND 3/8" IRON ROD W/ YELLOW PLASTIC CAP MARKED "S&S" FROM "SURREY HILL ESTATES" PLAT NO. 4119
- ▲ FOUND 5/8" IRON ROD W/ YELLOW PLASTIC CAP MARKED "GAYLORD PLS 639" FROM PARTITION PLAT NO. 1991-075
- () = RECORD DISTANCES & BEARINGS
- RI = IRON ROD SP = IRON PIPE
- FD = FOUND
- W/ = WITH
- YPC = YELLOW PLASTIC CAP
- R/W = RIGHT OF WAY
- SI = SURVEY MARKER
- CLATSOP COUNTY SURVEYOR'S OFFICE
- SPR = RECORD MEASUREMENT SEARCHED FOR, NOT FOUND
- LD = MONUMENT IDENT
- GU = GROUND UNDEGROUND
- S.F. = SQUARE FEET
- P1 = "SURREY HILL ESTATES" PLAT NO. 4119
- P2 = PARTITION PLAT NO. 1991-075
- P3 = "ESTATE AT HILLVIEW" PLAT NO. 3205
- P4 = "SANDYBEE TERRACES" PLAT NO. 1228
- SI = SEE DOCUMENT NO. 1002-07109



SIGNED ON 12 MAR 17
 REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 OREGON
 JULY 13, 2004
 TROY G. BORDEN
 60377.5
 REVISION: DECEMBER 31, 2017

CENTERLINE CONCEPTS
 LAND SURVEYING, INC.
 19376 MOLALLA AVE. SUITE 120
 OREGON CITY, OREGON 97145
 PHONE 503.850.0188 FAX 503.850.0188



NORTH CLACKAMAS PARKS & RECREATION DISTRICT

Administration

Scott Archer, Director
North Clackamas Parks and Recreation District
150 Beaver Creek Road
Oregon City, OR 97045

March 28, 2019

Board of Clackamas County Commissioners
Clackamas County
Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of an Amendment #1 to the Grant Agreement between Metro and North Clackamas Parks and Recreation District (NCPRD) for the Boardman Wetland Complex Project

Purpose/ Outcomes	This Amendment will extend a Grant Agreement for the Boardman Wetland Natural Area Project with Metro to December 1, 2019. This project is currently under construction in partnership with Oak Lodge Water Services District (OLWSD). Once complete, NCPRD will own and manage a wetland complex and nature play area in Jennings Lodge, a park-deficient area within the District.
Dollar Amount and Fiscal Impact	No additional funding is required, time extension only.
Funding Source	Metro's Nature in Neighborhoods Grant Program
Duration	Through December 1, 2019
Previous Board Action	<ul style="list-style-type: none"> • 9/6/18 BCC Business Meeting: Approval of an Assignment of a Metro NIN Grant Agreement from OLWSD to NCPRD • 3/29/2018 BCC Business Meeting: Approval of Purchase and Sale Agreement with OLWSD for the Boardman Wetland Property
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build public trust through good government • Ensure safe, healthy and secure communities • Honor, utilize, promote and invest in our natural resources
Contact Person	Scott Archer, <i>NCPRD Director</i> , 503-742-4421 Tonia Williamson, <i>Natural Areas Coordinator</i> , 503-742-4357

BACKGROUND:

North Clackamas Parks and Recreation District (NCPRD), a division of Business and Community Services (BCS), is seeking approval of Amendment #1 to the Boardman Wetland Complex Project Grant Agreement with Metro. This amendment would extend the closing date of this Nature in Neighborhoods Grant from November 2018 to December 1, 2019.

Oak Lodge Water Services District (OLWSD) applied for the Metro Nature in Neighborhoods Grant in 2015 to secure additional funding for a new, nearly 6-acre site located between SE Boardman Ave and SE Jennings Ave, and referred to as the Boardman Wetland Project. The grant was awarded to OLWSD and they have already requested partial reimbursement of grant funds to pay for a portion of the project's land acquisition costs. The matching grant funds have already been paid by OLWSD and so no additional funding is required.

The remaining Metro grant funding has been secured to pay for a portion of the construction of the project. This amendment is required prior to NCPRD seeking reimbursement for work

completed on the project from the Grantor, Metro. Once approved, NCPRD will request grant reimbursements for work performed related to the Boardman Wetland Complex Project through December 1, 2019.

County Counsel has reviewed the grant requirements prior to BCC approval in September 2018.

RECOMMENDATION:

Staff recommend the Board approve Amendment #1 to the Grant Agreement between North Clackamas Parks and Recreation District (NCPRD) and Metro as well as delegate authority to the BCS Director or Deputy Director to sign all documents necessary to effectuate the same.

ATTACHMENT:

1. Amendment 1 to the Grant Agreement between Metro and North Clackamas Parks and Recreation District (Metro Contract No. 935560)
2. Assignment of Intergovernmental Agreement

Respectfully submitted,

Scott Archer, Director
North Clackamas Parks and Recreation District



600 NE Grand Ave.
Portland, OR 97232-2736
503- 797-1700

Amendment

AMENDMENT NO. 01

CONTRACT NO. 935560

This Amendment hereby amends the above titled contract between Metro, a metropolitan service district organized under the law of the State of Oregon and the Metro Charter, and the North Clackamas Parks and Recreation District, hereinafter referred to as "Grant Recipient."

This amendment is a change order to the original Scope of Work as follows:

The contract expiration date is extended from November 1, 2018 to December 1, 2019 for the purpose of completing the Scope of Work.

Except for the above, all other conditions and covenants remain in full force and effect.

IN WITNESS TO THE ABOVE, the following duly authorized representatives of the parties referenced have executed this Amendment.

GRANT RECIPIENT

METRO

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

ASSIGNMENT OF INTERGOVERNMENTAL AGREEMENT

This ASSIGNMENT OF INTERGOVERNMENTAL AGREEMENT (“Assignment”) is entered into as of the ____ day of _____, 2018, by and between **Oak Lodge Water Services District** (“Assignor”) and **North Clackamas Parks and Recreation District** (“Assignee”).

RECITALS

A. Oak Lodge Sanitary District (predecessor-in-interest to Assignor) and Metro entered into an Intergovernmental Agreement, dated June 29, 2016 (“Agreement”), concerning the terms of a capital grant from Metro to Assignor.

B. In accordance with the Agreement, Assignor acquired real property located at 4768 SE Boardman Avenue, Milwaukie, Oregon, legally described on the attached Exhibit A (the “Property”) and granted Metro a Conservation Easement encumbering the Property, which recorded November 2, 2017, as Document No. 2017-075041, in the official records of Clackamas County.

C. Assignor desires to convey the Property to Assignee, and in connection with the conveyance, to assign and transfer to Assignee all of Assignor’s rights, obligations, title, and interest in the Agreement. The Agreement is attached as Exhibit B to this Assignment.

D. Assignee desires to accept such assignment and to assume and perform all of Assignor’s covenants and obligations in and under the Agreement from and after the Effective Date of this Assignment (as defined in Section 1, below).

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

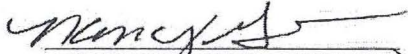
1. Effective as of the date that Assignor conveys the Property to Assignee (the “Effective Date”), Assignor assigns and transfers to Assignee all of Assignor’s rights, obligations, title and interest in the Agreement. Assignor will defend, indemnify and hold harmless Assignee from and against any and all claims asserted against or incurred by Assignee as a result of any acts or omissions prior to the Effective Date in connection with the Agreement.

2. As of the Effective Date, Assignee accepts the assignment of the Agreement, and expressly assumes and covenants to keep, perform, fulfill and discharge all of the terms, covenants, conditions and obligations required to be kept, performed, fulfilled and discharged by Assignor under the Agreement from and after the Effective Date. Assignee will defend, indemnify and hold harmless Assignor from and against any and all claims asserted against or incurred by Assignor as a result of any acts or omissions from and after Effective Date in connection with Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the day and year first above written.


ASSIGNOR

Oak Lodge Water Services District

By: 
Name: NANCY GIBSON
Its: 8/28/2018

ASSIGNEE

North Clackamas Parks and Recreation District

By: 
Name: Laura Lentner
Its: 9/10/18

ACKNOWLEDGED CONSENT TO ASSIGNMENT:

Metro

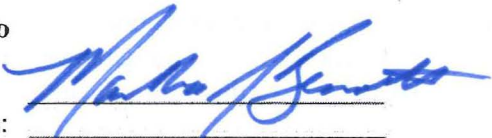
By: 
Name: _____
Its: _____

EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Clackamas, State of Oregon, described as follows:

The North one-half of Lots 73 and 74, JENNINGS LODGE, in the County of Clackamas and State of Oregon, the line cutting off Lots 73 and 74 into Northerly and Southerly one-halves, being described as follows:

The West end of said division line shall be a point on the West line of said Lot 73 and the East line of Lot 68, JENNINGS LODGE, midway between the Northwest corner and the Southwest corner of said Lot 73, the East end of said division line shall be a point on the line between Lots 74 and 75, JENNINGS LODGE, midway between the Northeast corner and the Southeast corner of said Lot 74, EXCEPTING from said North one-half that part thereof conveyed to Moody J. Schwietert and Verlena P. Schwietert, his wife, by Deed recorded January 14, 1949 in Book 415, page 648, described as follows:

Beginning at an iron pipe set for the most Northerly corner of Lot 74; and thence along the Northeasterly boundary thereof South 45°20' East 295.5 feet to an iron pipe; thence South 64°19'30" West 170.4 feet to a point in the center of a drainage ditch, from which point an iron pipe bears North 64°19' East 5.0 feet; thence along the center of said ditch North 56°02'30" West 322.6 feet to a point on the Northwesterly boundary of Lots 73 and 74, aforesaid; from which an iron pipe bears North 64°19'30" East 5.0 feet; thence along said Northwesterly boundary North 64°19'30" East 234.0 feet to the place of beginning.

INTERGOVERNMENTAL AGREEMENT

Contract No. 934170

Project: Natural Areas Capital Grants Program

INTERGOVERNMENTAL AGREEMENT Natural Areas Bond Measure Capital Grant Award

This Intergovernmental Agreement (this “Agreement”), entered into under the provisions of ORS chapter 190 and effective on the date the Agreement is fully executed (the “Effective Date”), is by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and the Oak Lodge Sanitary District, located at 14611 SE River Road, Oak Grove, Oregon 97267 (“Grant Recipient”).

RECITALS

WHEREAS, the electors of Metro approved Ballot Measure 26-80 on November 7, 2006, authorizing Metro to issue \$227.4 million in bonds to preserve natural areas, clean water, and protect fish and wildlife (the “Measure”);

WHEREAS, the Measure allocated \$15 million from bond proceeds to the Nature in Neighborhoods Capital Grants Program to complement the regional and local share portions of the Measure by providing opportunities for the community to actively protect fish and wildlife habitat and water quality in areas where people live and work;

WHEREAS, Metro has determined to make a grant award to Grant Recipient to fund the Boardman Wetland Complex project (the “Project”) as more specifically identified within the Scope of Work attached hereto as Exhibit A (the “Work”);

WHEREAS, the Grant Recipient will become the owner of the property that constitutes the Project, which property is more specifically identified in Exhibit A (the “Property”);

WHEREAS, this Agreement between Metro and Grant Recipient is now needed to satisfy the terms and conditions of the Nature in Neighborhoods Capital Grants Program as provided for in the Measure; and

INTERGOVERNMENTAL AGREEMENT

Contract No. 934170

WHEREAS, except as specifically provided in this Agreement, including the scope of work attached hereto as Exhibit A, and otherwise notwithstanding any statements or inferences to the contrary, Metro neither intends nor accepts any (1) direct involvement in the Project (2) sponsorship benefits or supervisory responsibility with respect to the Project; or (3) ownership or responsibility for care and custody of the tangible products which result from the Project;

NOW THEREFORE, the parties agree as follows:

1. Purpose: Scope of Work: Limitations

The purpose of this Agreement is to implement the Measure and facilitate the funding of a Nature in Neighborhoods Capital Grants Program project. Grant Recipient shall perform all activities described in the Scope of Work attached hereto as Exhibit A (the "Work"). As a condition precedent to Metro's agreement to fund the Project, Grant Recipient hereby approves the Project and agrees to comply with the terms and conditions of this Agreement and the applicable provisions of the Measure. At no time will Metro have any supervisory responsibility regarding any aspect of the Work. Any indirect or direct involvement by Metro in the Work shall not be construed or interpreted by Grant Recipient as Metro's assumption of a supervisory role.

2. Declaration of Capital Project

In accordance with the Measure, Metro may only provide funds to Grant Recipient for the Project so long as such funds are exclusively used for capital expenses. Grant Recipient hereby confirms that the Project will result in the creation of a capital asset to be owned by Grant Recipient. The monetary value of the Project that is recorded as a capital asset shall be no less than the amount of the grant award that is actually provided to the Grant Recipient. Until June 30, 2027 or the date upon which all Bond debt related to Project is retired, whichever occurs earlier, Grant Recipient covenants that it will (a) own and hold all such capital improvements and real property interests acquired pursuant to this Agreement, and (b) record the asset created by the Project as a fixed, capital asset in Grant Recipient's audited

INTERGOVERNMENTAL AGREEMENT

Contract No. 934170

financial statement, consistent with Generally Accepted Accounting Principles (“GAAP”) and with Grant Recipient’s financial bookkeeping of other similar assets.

3. Contract Sum and Terms of Payment

Metro shall compensate Grant Recipient for performance of the Work as described in Exhibit A. Metro shall not be responsible for payment of any materials, expenses or costs other than those that are specifically described in Exhibit A.

4. Limitations on Use of the Capital Asset That Results from the Project

Throughout the term of this Agreement, Grant Recipient shall maintain and operate the capital asset that results from the Project in a manner consistent with one or more of the following intended and stated purposes of the Measure (the “Nature in Neighborhood Approved Purposes”):

- To safeguard water quality in local rivers and streams;
- To protect and enhance fish and wildlife habitats;
- To promote partnerships that protect and enhance nature in neighborhoods; and
- To increase the presence of ecological systems and plant and animal communities in nature deficient and other disadvantaged neighborhoods;

Grant Recipient may not sell, use, or authorize others to use such capital asset in a manner inconsistent with such purposes.

Notwithstanding the foregoing, secondary uses that arise as a result of such capital asset being used primarily in accordance with the Nature in Neighborhood Approved Purposes will be permitted, but only to the extent such secondary uses affect a *de minimis* portion of such capital asset or are necessary in order to facilitate the primary Nature in Neighborhood Approved Purposes. For example, if, as part of a land use review proceeding initiated to obtain the necessary approvals to operate such capital asset consistent with the Nature in Neighborhood Approved Purposes, a portion of such capital asset was required to be dedicated as a road, such road dedication would be a permitted secondary use.

INTERGOVERNMENTAL AGREEMENT

Contract No. 934170

If the Work is the acquisition of real property, then Grant Recipient shall satisfy the requirements in this section of the Agreement by granting to Metro a conservation easement substantially comparable to the form of conservation easement approved by the Metro Council at the time the Metro Council approved the grant award to Grant Recipient.

5. Funding Recognition

Grant Recipient shall recognize in any publications, media presentations, or other presentations referencing the Project produced by or at the direction of Grant Recipient, including, without limitation, any on-site signage, that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program. Such recognition shall comply with the recognition guidelines detailed in the Measure. The Grant Recipient shall place at or near the Project's location signage that communicates that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program.

6. Term

It is the intent of the parties for the Project to have been completed, and for all Metro funding to have been provided to Grant Recipient prior to November 1, 2018. Notwithstanding the forgoing, all provisions set forth in this Agreement, and the obligations of Grant Recipient hereunder, shall continue in effect after the completion of the Project until June 30, 2027.

7. Termination for Cause

A. Subject to the notice provisions set forth in Section 7.B below, Metro may terminate this Agreement, in full or in part, at any time during the term of the Agreement if Metro reasonably determines that Grant Recipient has failed to comply with any provision of this Agreement and is therefore in default.

B. Prior to terminating this Agreement in accordance with Section 7.A above, Metro shall provide Grant Recipient with written notice that describes the reason(s) that Metro has concluded that Grant Recipient is in default and includes a description of the steps that Grant Recipient shall take to cure the default. From the date that such notice of default is

INTERGOVERNMENTAL AGREEMENT

Contract No. 934170

received by Grant Recipient, Grant Recipient shall have 30 days to cure the default. If the default is of such a nature that it cannot reasonably be cured within 30 days, Grant Recipient shall have such additional time as required to cure the default, as long as it is acting in a reasonable manner and in good faith to cure the default. In the event Grant Recipient does not cure the default within the 30-day period, Metro may terminate all or any part of this Agreement, effective on any date that Metro chooses following the 30-day period. Metro shall notify Grant Recipient in writing of the effective date of the termination.

C. Grant Recipient shall be liable to Metro for all reasonable costs and damages incurred by Metro as a result of and in documentation of the default. Following such termination, should Metro later determine or a court find that Grant Recipient was not in default or that the default was excusable (e.g. due to a labor strike, fire, flood, or other event that was not the fault of, or was beyond the control of, Grant Recipient) this Agreement shall be reinstated or the parties may agree to treat the termination as a joint termination for convenience whereby the rights of Grant Recipient shall be as set forth below in Section 8.

8. Joint Termination for Convenience

Metro and Grant Recipient may jointly terminate all or part of this Agreement based upon a determination that such action is in the public interest. Termination under this provision shall be effective only upon the mutual, written termination agreement signed by both Metro and Grant Recipient.

9. Oregon Constitution and Tax Exempt Bond Covenants

Grant Recipient acknowledges that Metro's source of funds for the Nature in Neighborhoods Capital Grants Program is from the sale of voter-approved general obligation bonds that are to be repaid using ad valorem property taxes exempt from the limitations of Article XI, sections 11, 11b, 11c, 11d, and 11e of the Oregon Constitution, and that the interest paid by Metro to bond holders is currently exempt from federal and Oregon income taxes. Grant Recipient covenants that it will take no actions that would cause Metro not to be able to maintain the current status of the real property taxes imposed to repay these bonds as exempt from Oregon's constitutional property tax limitations or the income tax exempt status of the

INTERGOVERNMENTAL AGREEMENT

 Contract No. 934170

bond interest under IRS rules. In the event Grant Recipient breaches this covenant, Grant Recipient shall undertake whatever remedies are necessary to cure the default and to compensate Metro for any loss it may suffer as a result thereof, including, without limitation, reimbursing Metro for any Projects funded under this Agreement that resulted in Grant Recipient's breach of its covenant described in this Section.

10. Liability and Indemnification

As between Metro and Grant Recipient, Grant Recipient assumes full responsibility for the performance and content of the Work; provided, however, that this provision is not intended to, and does not, create any rights by third parties. To the extent permitted by Oregon law, and subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30, and the Oregon Constitution, Grant Recipient shall indemnify, defend, and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with the performance of this Agreement by Grant Recipient or Grant Recipient's officers, agents, or employees. Grant Recipient is solely responsible for paying Grant Recipient's contractors and subcontractors. Nothing in this Agreement shall create any contractual relationship between Metro and any such contractor or subcontractor.

11. Contractors' Insurance

A. Grant Recipient shall require all contractors performing any of the Work to purchase and maintain at each contractor's expense, the following types of insurance covering the contractor, its employees and agents:

1. Commercial general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage. Grant Recipient and Metro, and their elected officials, departments, employees and agents, shall be named as additional insureds.

2. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. Grant Recipient and

INTERGOVERNMENTAL AGREEMENT

Contract No. 934170

Metro, and their elected officials, departments, employees, and agents, shall be named as additional insureds. Notice of any material change or policy cancellation shall be provided to Grant Recipient thirty (30) days prior to the change.

B. This insurance required by Grant Recipient, as well as all workers' compensation coverage for compliance with ORS 656.017, must cover all contractors' operations under this Agreement, whether such operations are by a contractor, by any subcontractor, or by anyone directly or indirectly employed by any contractor or subcontractor.

C. Grant Recipient shall require all contractors performing any of the Work to provide Grant Recipient with a certificate of insurance complying with this section and naming Grant Recipient and Metro as additional insureds within fifteen (15) days of execution of a contract between Grant Recipient and any contractor or twenty-four (24) hours before services such contract commence, whichever date is earlier.

D. In lieu of the insurance requirements in Sections 11.A through 11.D, above, Grant Recipient may accept evidence of a self-insurance program from any contractor. Such contractor shall name Grant Recipient and Metro as additional insureds within fifteen (15) days of execution of a contract between Grant Recipient and any contractor or twenty-four (24) hours before services such contract commence, whichever date is earlier.

12. Safety

Grant Recipient shall take all necessary precautions for the safety of employees, volunteers and others in the vicinity of the Work and the Project, and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

13. Metro's Right to Withhold Payments

Metro shall have the right to withhold from payments due Grant Recipient such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage or claim which may result from Grant Recipient's performance or failure to perform under this Agreement or the failure of Grant Recipient to make proper payment to any suppliers, contractors or subcontractors. All sums withheld by Metro under this Section shall become the property of

INTERGOVERNMENTAL AGREEMENT

Contract No. 934170

Metro and Grant Recipient shall have no right to such sums to the extent that Grant Recipient has breached this Agreement.

14. Project Records, Audits, and Inspections

A. For the term of this Agreement, Grant Recipient shall maintain comprehensive records and documentation relating to the Project and Grant Recipient's performance of this Agreement (hereinafter "Project Records"). Project Records shall include all records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models, that are prepared or developed in connection with any Project.

B. In accordance with Section 2 above, Grant Recipient shall maintain all fiscal Project Records in accordance with GAAP. In addition, Grant Recipient shall maintain any other records necessary to clearly document:

(i) Grant Recipient's performance of its obligations under this Agreement, its compliance with fair contracting and employment programs, and its compliance with Oregon law on the payment of wages and accelerated payment provisions;

(ii) Any claims arising from or relating to (a) Grant Recipient's performance of this Agreement, or (b) any other contract entered into by Grant Recipient that relates to this Agreement or the Project;

(iii) Any cost and pricing data relating to this Agreement; and

(iv) Payments made to all suppliers, contractors, and subcontractors engaged in any work for Grant Recipient related to this Agreement or the Project.

C. Grant Recipient shall maintain Project Records for the longer period of either (a) six years from the date the Project is completed, or (b) until the conclusion of any audit, controversy, or litigation that arises out of or is related to this Agreement or the Project and that commences within six years from the date the Project is completed.

D. Grant Recipient shall make Project Records available to Metro and its authorized representatives, including, without limitation, the staff of any Metro department and the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places, regardless of

INTERGOVERNMENTAL AGREEMENT

Contract No. 934170

whether litigation has been filed on any claims. If the Project Records are not made available within the boundaries of Metro, Grant Recipient agrees to bear all of the costs incurred by Metro to send its employees, agents, or consultants outside the region to examine, audit, inspect, or copy such records, including, without limitation, the expense of travel, per diem sums, and salary. Such costs paid by Grant Recipient to Metro pursuant to this Section shall not be recoverable costs in any legal proceeding.

E. Grant Recipient authorizes and permits Metro and its authorized representatives, including, without limitation, the staff of any Metro department and the Metro Auditor, to inspect, examine, copy, and audit the books and Project Records of Grant Recipient, including tax returns, financial statements, other financial documents relating to this Agreement or the Project. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provision of Section 12(F) below.

F. Grant Recipient agrees to disclose Project Records requested by Metro and agrees to the admission of such records as evidence in any proceeding between Metro and Grant Recipient, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

G. In the event the Project Records establish that Grant Recipient owes Metro any sum of money or that any portion of any claim made by Grant Recipient against Metro is not warranted, Grant Recipient shall pay all costs incurred by Metro in conducting the audit and inspection.

15. Public Records

All Project Records shall be public records subject to the Oregon Public Records Law, ORS 192.410 to 192.505. Nothing in this Section shall be construed as limiting Grant Recipient's ability to consider real property transactions in executive session pursuant to ORS 192.660(1)(e) or as requiring disclosure of records that are otherwise exempt from disclosure pursuant to the Public Records Law (ORS 192.410 to 192.505) or Public Meetings Law (ORS 192.610 to 192.690).

INTERGOVERNMENTAL AGREEMENT

Contract No. 934170

16. Law of Oregon: Public Contracting Provisions

The laws of the state of Oregon shall govern this Agreement and the parties agree to submit to the jurisdiction of the courts of the state of Oregon. All applicable provisions of ORS chapters 187, 279A, 279B, and 279C, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, are hereby incorporated as if such provisions were a part of this Agreement. Specifically, it is a condition of this Agreement that Grant Recipient and all employers working under this Agreement are subject to and will comply with ORS 656.017 and that, for public works subject to ORS 279C.800 to 279C.870 pertaining to the payment of prevailing wages as regulated by the Oregon Bureau of Labor and Industries, Grant Recipient and every contractor and subcontractor shall comply with all such provisions, including ORS 279C.836 by filing a public works bond with the Construction Contractors Board before starting work on the project, unless exempt under that statute.

17. Notices and Parties' Representatives

Any notices permitted or required by this Agreement shall be addressed to the other party's representative(s) as set forth below and shall be deemed received (a) on the date they are personally delivered, (b) on the date they are sent via facsimile, or (c) on the third day after they are deposited in the United States mail, postage fully prepaid, by certified mail return receipt requested. Either party may change its representative(s) and the contact information for its representative(s) by providing notice in compliance with this Section of this Agreement.

INTERGOVERNMENTAL AGREEMENT

Contract No. 934170

Grant Recipient's Designated Representatives:

Jason Rice
Oak Lodge Sanitary District
14611 SE River Road
Oak Grove, Oregon 97267
jlrice@olsd.net

Metro's Designated Representatives:

Natural Areas Bond Program Manager
Metro Regional Center
600 N.E. Grand Ave.
Portland, OR 97223

with copy to:

Metro Attorney
600 N.E. Grand Ave.
Portland, OR 97223

18. Assignment

Grant Recipient may not assign any of its responsibilities under this Agreement without prior written consent from Metro, which consent shall not be unreasonably withheld.

19. Severability

If any term or provision in this Agreement shall be adjudged invalid or unenforceable, such adjudication shall not affect the validity or enforceability of the remainder of the Agreement, which remaining terms and provisions shall be valid and be enforced to the fullest extent permitted by law.

20. No Waiver of Claims; Modifications

Metro's failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision of this Agreement. This Agreement may be amended only by written instrument signed by both Metro and Grant Recipient and no waiver, consent, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties.



INTERGOVERNMENTAL AGREEMENT

Contract No. 934170

21. Integration of Agreement Documents

All of the provisions of any proposal documents including, but not limited to, Requests for Proposals, Grant Proposals and Scopes of Work that were utilized in conjunction with the award of this Grant are hereby expressly incorporated herein by reference; provided, however, that the terms described in Sections 1 through 21 of this Agreement and in Exhibit A shall control in the event of any conflict between such terms and such other incorporated documents. Otherwise, this Agreement represents the entire and integrated agreement between Metro and Grant Recipient and supersedes all prior negotiations, representations or agreements, either written or oral. The law of the state of Oregon shall govern the construction and interpretation of this Agreement. The Parties, by the signatures below of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year indicated below.

Oak Lodge Sanitary District

J. Michael Read
Signature

Print Name: J. MICHAEL READ

Title: GENERAL MANAGER

Date: 06/17/2016

APPROVED AS TO FORM BY:

Signature

Print Name: _____

Title: _____

Date: _____

METRO
Martha Bennett
Martha Bennett
Metro Chief Operating Officer

Date: 6/29/16

Hope Whitney
Hope Whitney
Senior Assistant Metro Attorney

Date: 6/28/16

Scope Of Work – Exhibit A

Metro Contract No. 934170

CAPITAL GRANTS PROGRAM GRANTS AGREEMENT

- I. Project Title/Project Number: Boardman Wetland Complex
- II. Grant Recipient contact: Jason Rice
Oak Lodge Sanitary District
14611 SE River Road
Oak Grove, OR 97267
jlrice@olsd.net
503-353-4202
- III. Budget at time of award
Total cost of project: \$ 2,247,645
Grant award \$ 362,012
- IV. Project location Wetland properties located between SE Boardman Avenue and SE Jennings Road east of SE Addie Street including:
- .44 acres at 17908 SE Addie Street (tax lot 22E18CA04300)
 - 3.73 acres at 4768 SE Boardman Avenue (tax lot 22E18CA04101)
 - Up to 1.17 acres of Briar Ridge Estates (tax lot 22E18CA02716)
- V. Scope of Work
This scope of work sets forth the work and requirements the Grant Recipient shall undertake as part of Metro's Nature in Neighborhood Capital Grants program grant award. The original grant application (see attached Attachment 1) set forth the intent of the work while revisions to the budget (Attachment 2) modify the work to include:
- Acquisition in fee simple or easement of the three properties noted above and indicated on the attached map (Attachment 3).
 - Demolition of the houses
 - Stabilization of the property to ensure safety
 - To include temporary fencing and/or barricades
 - Signage
 - Include temporary site safety signs related to construction activities

Project Deliverables

Deliverable 1: Appraisal Review

Appraisals and appraisal review according to USPAP standards approved by Metro.

Updated budget based on appraisals and actual costs of other items shared with Metro.

Deliverable 2: Conservation Easement

Scope Of Work – Exhibit A

Metro Contract No. 934170

Grant Recipient will grant Metro a conservation easement for the properties acquired with funding through this agreement. Grant Recipient shall:

- Permit Metro or Metro's consultant to access the properties in order to document the existing conditions and prepare the baseline report.
- Review and approve baseline documentation and conservation easement documents. These will be recorded with the deed at the time of acquisition.

Deliverable 3: Acquisition

Documentation of expenses prior to closing if Metro is to wire funds directly into escrow:

- Appraisal reviews
- Estimated Settlement Statements
- Invoices from real estate negotiators, appraisers, environmental assessment, and other professional services to be counted as match.
- Wiring instructions
- (Metro will retain 10% of requisition if tenant relocation, deconstruction, and stabilization will be used as part of the match)

Metro will wire funding into escrow (or reimburse OLSD directly)

Deliverable 3: Stabilization

Documentation of expenses associated with

- Deconstruction and demolition of structures
- Stabilization of property including fencing and signage

Deliverable 4: Construction of improvements (OPTIONAL)

Review budget for deliverables 1 – 3. If grant funds remain, review budget and timeline for construction of site improvements including site clearing and excavation, wetland restoration, trails and boardwalks and trail head facilities. Metro staff must review and approve design documents at 30%, 60%, and 90% for costs to be reimbursable. Deliverables include:

- Invitation to public meetings and other community engagement activities.
- Design documents – Metro staff will have the opportunity to review 30%, 60%, and 90% documents. Review times will be a minimum of 2 weeks.
- Notification to Metro of permit applications and approvals
- Final cost estimates and bid documents
- Invoices directly related to the construction of the improvements

Publicity

As provided in Section 5 of the Intergovernmental Agreement, Grant Recipient shall place at the Project's location signage that communicates that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program. Metro may withhold final reimbursement payment until such signage has been placed. In addition, Grant Recipient shall recognize in any publications, media presentations, or other presentations referencing the Project, produced by or at the direction of Grant Recipient,

Scope Of Work – Exhibit A

Metro Contract No. 934170

that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program.

VI. Reporting Requirements:

- a. Bi-Annual Progress Reports: In addition to the Benchmarks and Deliverables set forth above, once work has begun, Grant Recipient shall provide to Metro a progress report, documenting the status of the Project at least every six months. A progress report shall be included with every reimbursement request submitted by Grant Recipient and when the Project benchmarks identified above are met.
- b. All progress reports shall provide the following details: an account of the work accomplished to date, a statement regarding Grant Recipient's progress on meeting benchmarks, the percentage of the Project completed, a statement as to whether the Project is on schedule or behind schedule, a description of any unanticipated events, and data regarding success indicators. All progress reports submitted by Grant Recipient shall be in the Progress Report Form provided by Metro unless Metro approves another reporting method in order to provide consistency with other project funders.
- c. Final Report: Grant Recipient must submit a final report and final reimbursement request within 60 days of the earlier of (a) the Project completion date or (b) the expiration date of the Intergovernmental Agreement. The final report shall include full and final accounting of all expenditures, the value and source of matching funds, a description of work accomplished, volunteer hours and participation, Project photos (including a photo of the signage acknowledging the Nature in Neighborhoods Capital Grants Program participation), and data on success indicators. The final report submitted by Grant Recipient shall be in the Final Report Form provided by Metro unless Metro approves another reporting method in order to provide consistency with other project funders.

VII. Project Payment and Reimbursement

- a. Metro will reimburse Grant Recipient \$1.00 for every \$3.00 of out-of-pocket costs expended after the effective date of the Intergovernmental Agreement to complete the project, consistent with the original grant application, up to but not exceeding Metro's total grant award of three hundred sixty-two thousand twelve and 00/100 dollars (\$362,012). In no event shall Grant Recipient request or expect reimbursement from Metro in excess of that amount.
- b. Payments will be processed as reimbursement for costs incurred and paid by the Grant Recipient.
- c. **RETAINAGE:** Metro will reserve as retainage from any reimbursement payment an amount equal to five (5%) percent of the requested reimbursement amount. The retainage will not be disbursed to Grant Recipient until the Project is fully completed and finally approved by Metro. Following completion of the Project and approval by Metro, Metro will deliver to Grant Recipient the entire retainage as part of the final reimbursement payment.

Scope Of Work – Exhibit A

Metro Contract No. 934170

- d. To request the reimbursement of allowable expenses, Grant Recipient will complete Metro's Reimbursement Request Form and submit an itemized statement of work completed and an accounting of all expenses incurred during the current reimbursement period. A progress report shall accompany all reimbursement requests. The form, statement, and report shall be sent to:

METRO
ATTN: ORIANA QUACKENBUSH
600 NE GRAND AVE
PORTLAND OR 97232-2736

- e. Metro will make a reimbursement payment for those items identified in the Scope of Work or subsequent amendments to the Intergovernmental Agreement. Substitutions or changes of elements of the Project that have not been approved by Metro are not eligible for reimbursement.
- f. Payment shall be made by Metro on a Net Thirty (30) day basis upon approval of reimbursement request.

VIII. Success Indicators

Grant Recipient agrees to monitor the Project for three consecutive years following the completion of the Project and Grant Recipient agrees to report the following information to Metro upon completion of the Project.

Success Indicator 1

Building Support:

The District will solicit stakeholder feedback through various means (post cards, online surveys, comments through project webpage) throughout the project's design and construction. Issues will be resolved in a timely manner, increasing public support and enhancing the project's outcomes.

Success Indicator 2

Maintaining Support:

Once the project is complete, the District will continue to solicit feedback on how the project is doing with regards to site use and maintenance. Feedback will be solicited on-site from users as well as through the District's website. Again, it is important to the District that this site remains a showcase from what can be accomplished through funding and proper site programming.

Nature in Neighborhoods Capital Grants Cover Sheet

Organization, project and contact information

Please complete the information below using no more than two pages

Check one:

Letter of Interest

Full Application

Project Name	Boardman Wetland Complex Project
Project's location/site address or other location information	SE Boardman Ave (northern boundary), SE Jennings Ave. (southern Boundary), SE Addie St. (western boundary), and SE Cook St. (eastern boundary)
Applicant Organization	Oak Lodge Sanitary District
Is organization a 501(c)(3)? If yes, what is the EIN?	No. Municipal Government
Is organization the government agency that will own the project?	Yes
Contact Person	Markus Mead
Address	14611 SE River Road, Oak Grove Oregon 97267
Phone	503-653-1653 x 103
Email	MRMead@OLSD.net
Public Agency	Oak Lodge Sanitary District
Contact Person	J. Michael Read
Address	14611 SE River Road, Oak Grove Oregon 97267
Phone	503-653-1653 x 101
Email	JMRead@OLSD.net
Project Summary	"Re-green" goal – enrich people's experience of nature: This application is for phase I. Acquire wetland property to allow public agency ownership of the entire Boardman Wetland Complex, to restore ecological, hydrologic and wildlife functions of the wetlands. Phase II would design and construct a public trail system in the wetland complex. This trail system could help connect the existing Trolley Trail system in the Milwaukie/Oak Grove/Gladstone area.
Category Under which program category does your project best fit? (Select one only).	<input type="checkbox"/> ReNature – increases and/or recovers ecological functions and processes in order to protect water quality and enhance habitat <input checked="" type="checkbox"/> ReGreen – increases the appearance of and access to nature in order to enrich community vitality and help strengthen the physical connection to the region's ecology
Funding	Amount requested: \$515,000 Match funds: \$1,095,000.00 In-kind match: \$1,095,000.00 Total program budget: \$1,300,000 (phase I and II)



January 17, 2015

Oak Lodge Sanitary District
14611 SE River Rd
Oak Grove, OR 97267-1198

Ms. Mary Rose Navarro
Metro
Natural Areas Program
Nature in Neighborhoods Capital Grants
600 NE Grand Ave.
Portland, OR 97232

RE: Government Sponsor Certification: Nature in Neighborhoods Capital Grants Application Item C.; Boardman Wetland Complex Project

Ms. Navarro,

This letter certifies that all properties acquired with Nature in Neighborhoods Capital Grant funds shall be recorded as a fixed asset in the District's audited financial statement. The accounting treatment for this project is consistent with other similar transactions. OLSD agrees to enter into an agreement with Metro committing to capitalizing the asset and accepting maintenance responsibilities.

OLSD will provide the bulk of the matching funds for acquisition (phase I) and project design and construction (phase II). This project is locally significant and has been identified in OLSD's Capital Improvement Plan and in North Clackamas Parks and Recreation's acquisition list in 2004. As described further in the budget narrative, OLSD will provide all matching resources.

I certify that the above information is correct and that I am authorized by the governing board of this organization to submit this grant application to Metro. Further, I certify that this organization is in good standing with the IRS and qualifies for exempt status as a government agency.

Sincerely,

OAK LODGE SANITARY DISTRICT

GENERAL MANAGER/CFO
OAK LODGE SANITARY DISTRICT
14611 SE River Road
Oak Grove, OR 97267-1198

Project Summary

This Metro Nature in Neighborhoods (NIN) grant application proposes acquisition of at least one, but preferably multiple properties in fee simple. There are multiple, contiguous parcels potentially available for purchase. The grant funds would be leveraged with the Oak Lodge Sanitary District (OLSD) capital improvement program (CIP) funds attempting to purchase all the parcels. The project is applicable to the ReNature section of the NIN grant because the future intended use is as a natural greenspace with trail access providing the ability for the community to experience nature in an urban environment (ReGreen). Currently, the parcels have no existing easements or agreements that would limit the potential for public access or use. No new easements are specifically being sought with this proposal because the parcels are intended to be owned in fee simple; however, it is possible through property owner negotiations that easements are the only way to gain public access and secure wetland area. As such, easements remain a secondary option.

With this grant application, OLSD is leveraging grant funds to increase community benefits; those described in the narrative and desired by Metro. Without grant funds, OLSD's appropriated funds would only suffice for land acquisition (approximately) which would have some drainage benefit, but little or no other community benefit. The described Phase II improvements may theoretically be constructed, but funding would be sporadic and unsecured, making the community benefit uncertain and likely extending the implementation timeline. With Metro funds, OLSD can do more for the community and do it faster.

Project Background and Area Needs

The 18-acre Boardman-Rinearson wetland complex is the headwater wetland that feeds Rinearson Creek to the south and Boardman Creek to the north (see attached Vicinity Map). Urbanization has modified these creek systems by disconnecting them to construct dense industrial, commercial and residential developments along the Highway 99 East (SE McLoughlin Boulevard) corridor. The subject area is the last remaining semi-contiguous open space within the Boardman and Rinearson Basins. The subject properties are all held in private ownership and primarily bordered by private property, thus preventing public access and the community's ability to experience this nature. As further described in this narrative, the area is nature-area and park deficient, which generally limits the community's experiential abilities, with private ownership exacerbating this condition.

The wetland complex has been long identified by local agencies and residents as critically important to protect, retain and enhance the wetland's water storage, water quality treatment, and aquatic and terrestrial habitat functions. In addition, multiple agencies and residents consider this wetland complex a resource to promote community livability as indicated through planning team discussions. Once complete, this project would provide open space in a demonstrated deficient area, but also a community connection. Specifically, this project would:

- **Protect open space.** The project would protect the wetland complex in perpetuity. Currently, this complex is surrounded by residential and commercial development along the Highway 99 East Corridor. As new and redevelopment occurs, the area will be under increased development pressure further jeopardizing the possibility of realizing contiguous parcels. Contiguity is desired to preserve the presence of nature across multiple ecological systems (e.g., birds, amphibians). The Boardman Creek watershed is dominated by impervious development. This project would protect this open space from further development.
- **Support walkable communities.** Currently many of the roads within the project vicinity and specifically those adjacent/bordering the wetland complex lack sidewalks (e.g., Addie Street and Hull Road) or are along commercially busy thoroughfares that do not offer enjoyable and/or safe walking environments. Project site trails and/or planned connection to Trolley Trail will provide safe routes for increased bike and walking opportunities.

- **Provide Outdoor Learning and Community Connection.** This land acquisition(s) would provide proximate, easily accessible and varied habitat to schools and other outdoor learning programs. Currently, local students who volunteer for ecologically based service have to go far away to get outdoor experience. This is especially true for students in the project’s proximity including Rex Putnam High School, Glen Echo High School, and Candy Lane Elementary. LaSalle High School within the City of Milwaukie, Oregon requires ecologically-based volunteer hours as part of their sophomore biology curriculum. A local property owner and former volunteer coordinator for the Friends of Wolf Creek Headwaters noted that students from LaSalle would regularly attend their restoration events because of the lack of events in close proximity to their school.
- **Bring accessible open space to a park deficient area.** North Clackamas Parks and Recreation District (NCPRD) notes the Jennings Lodge area as being park deficient. In 2004, NCPRD identified the Boardman Wetland as an acquisition and development target with designation as a Natural Area. The proposed project plan would provide recreation areas adjacent to the site in uplands as well as a more natural connection within the wetland complex itself. Figure 1 shows the available parks and natural areas (including those that are undeveloped) and that there is less access to parks within the project vicinity.

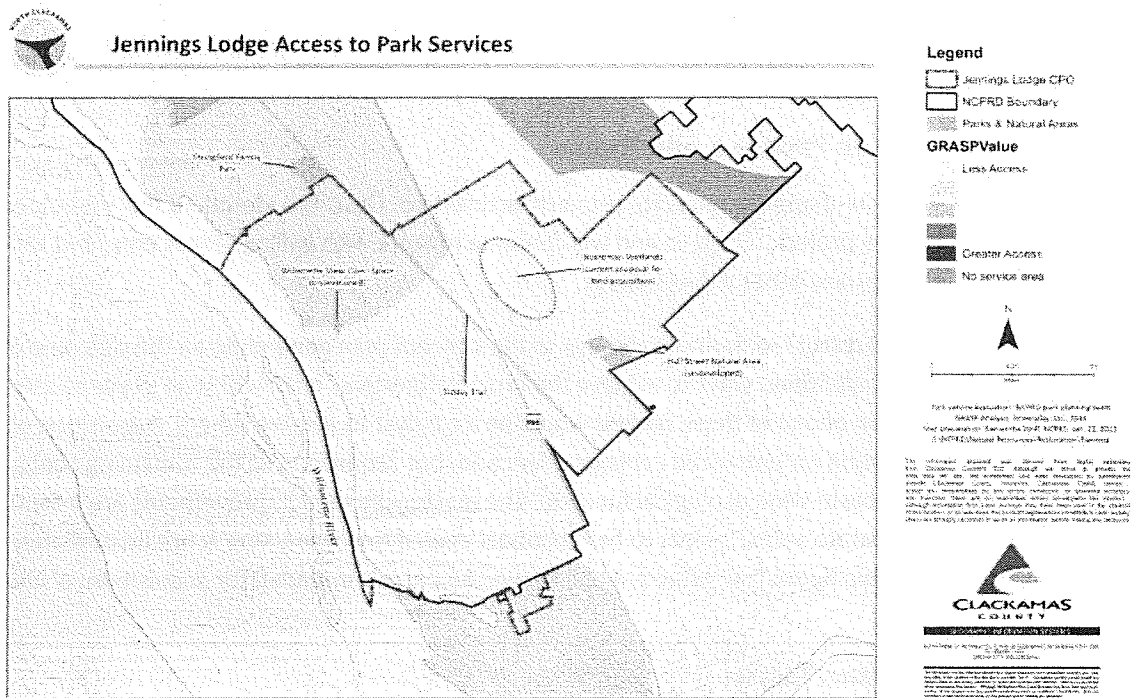


Figure 1. Location of, and access to, Parks and Open Spaces within Jennings Lodge.

Project Concept Development

A planning team is working on concepts centered on addressing two primary objectives:

1. Improve ecosystem functions for the wetland and the downstream creek; and
2. Provide local opportunities for the public to interface with natural habitats to promote personal health and ecological understanding.

The team of partners and participants includes OLSD, North Clackamas Parks and Recreation District (NCPRD), local business owners including the Eastside Athletic Club, the City of Gladstone, Clackamas County, and local residents.

This project has three phases: Phase I includes acquiring wetland complex properties between Boardman and Jennings Avenues (see attached site concept figure) and is the subject of this grant application. Phase II includes acquiring an additional taxlot, completing and constructing the master plan concept to provide a natural recreation area and public access as described below within the Phase I area. Phase III is property acquisition and master plan completion for additional properties just north of SE Jennings Avenue and between SE Jennings and SE Glen Echo avenues. This grant’s request would be applied to completing the project’s first phase. Following acquisition, the area would be improved during Phase II and include the following master plan features:

- Local walking and biking trails within the parcels with a potential for future north to south (Jennings to Boardman) connection with later phases. Routes to connect the site from Trolley Trail using improved sidewalks also will be identified.
- Development of an adjacent park working in concert with the natural area with activities such as water play and active interactions with natural features.
- Outdoor classroom features to support connectivity and learning objectives for local schools including Rex Putnam High School and Candy Lane Elementary.
- Vegetative and grading enhancements to increase ecological diversity and improve water storage.

Because the Phase II construction is fully funded in the OLSD CIP, it is applicable to this grant application and its benefits included.

Scope of Work/Acquisition Process and Status

The scope of the work for the grant application is for property acquisition. OLSD has identified the acquisition targets for the first phase of the project.. OLSD is, and will continue to work with willing sellers only, and will *not* pursue condemnation for this or any other project phase.

The concept planning team has discussed multiple variants to the concept plan depending on the outcome of property acquisition. The team identified ways to achieve the project objectives even with one single successful property acquisition. Acquisition of one of these parcels would be a catalyst to acquire others. Acquisition of just one parcel would allow restoration for enhanced ecological function, but acquisition of the remaining contiguous lots would allow for improved basin-wide ecological function. The master-planned improvements are intentionally designed as segments with separate access points to be functional even if full connection is not immediately possible. The property ownership figure (see attachments) shows the parcels intended for acquisition. A summary of the parcels is located below:

Table 1: Phase I Land Acquisition Targets

Parcel Tax Number/Current Description / Size (Acres)	Zoning Description	Owner	Status
22E18CA02716 Open Space 1.17 acres	R7: Urban Low Density Residential	Addie Acres Real Estate, LLC	Acquisition offer presented in late December 2014. Awaiting response.
22E18CA04101 Open Space 3.50 acres	R7: Urban Low Density Residential	Briar Ridge Estates Homeowners Association	Met with neighborhood (October 2014) and informed of acquisition interest.
22E18CA03600 Single family residence 0.56 acres	MR1: Medium Density Residential	Earl and Marna Moore	Met with family of owner and informed of acquisition interest.

OLSD is following and will continue to adhere to Oregon State and Federal regulations dictating the right-of-way acquisition process, using the appropriately accredited individuals (e.g., appraisers, brokers). The process is summarized below:

1. Gather information including title reports and liens (if any)
2. Let property owners know of interest and provide appropriate contact persons.
3. Prepare General Information Notice packet and send to property owner notifying them of the process and their rights during the appraisal and negotiation.
4. Provide owner notification of the appraisal inspection and perform property inspection.
5. Prepare Offer Benefit package for submittal to property owner.
6. Undertake negotiations as appropriate and present to OLSD Board for approval if needed.
7. Prepare and submit complete final package for payment upon settlement or completion of negotiations.

ReGreen Criteria Review

Location

The land acquisitions and project are located in a dense urban area with limited access to natural areas. The next closest public natural area that provides similar experiences to this site is approximately 6 miles away and 15 minutes travel by car. Public transportation access to the alternative site is difficult and would require approximately 90 minutes via Tri-Met. Conversely, the subject wetland complex is within walking distance to schools and a short walk from Highway 99 East (a major public transportation route). Figure 2 shows the NCPRD and City of Gladstone Parks within 2 miles of the project site.

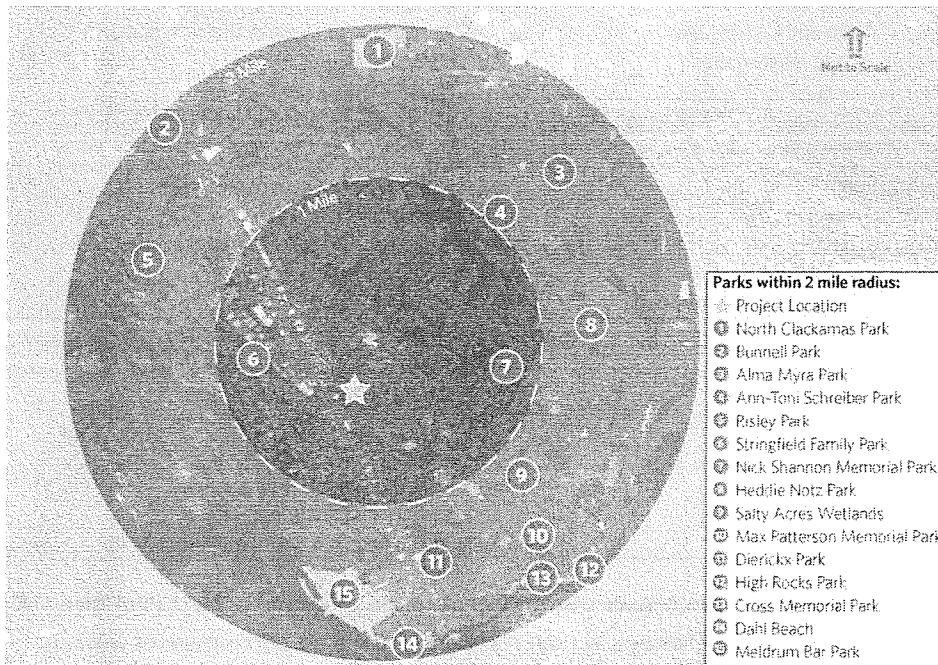


Figure 2. Public Park (Developed) Locations

Enhancement Features

The proposed project will enhance people’s ability to access and experience nature by acquiring and making available current privately-owned lands and by providing access currently nonexistent. After acquisition, the property(ies) will incorporate trails, water features, boardwalks and interpretation kiosks. This project is intended to acquire lands to protect and ultimately enhance the wetland complex to provide ecological improvements and improve the community connection with nature and one another.

Programming

A mix of passive, proximity and intentional programming will be an outcome of the project as there are multiple components to the proposed project. Usage will be enhanced by the site’s proximity to existing trails (Trolley Trail), to the local population base which is immediately adjacent to and surrounding the project site, and to schools (Kindergarten-12th grade). Access also will be enhanced as the final build-out is planned to include educational kiosks and be available for conservation education programs. Upon completion, the project will provide the following features and resultant benefits to the community. Table 2 summarizes the features, site programming and benefits of the potential project areas.

Table 2. Project Enhancement Features and Programming

Feature/ Programming	Users	Benefits
Local Trails/ Passive and Proximity	<ul style="list-style-type: none"> Local residents and Trolley Trail users Eastside Athletic Club members School programs within walking distance Local business employees/break 	<ul style="list-style-type: none"> Improved local connection and access between schools, residences and business. Improved health opportunities through walking, running, biking.
Outdoor Learning Classroom/ Intentional	<ul style="list-style-type: none"> Local (walkable) schools such as Rex Putnam and Candy Lane Individual and family groups 	<ul style="list-style-type: none"> Youth access and learning opportunities and promotion of the importance of the natural and human connections.
Volunteering/ Intentional	<ul style="list-style-type: none"> Non-profits such as SOLVe School volunteer programs as part of required graduation curriculum 	<ul style="list-style-type: none"> Community connection and ownership. Opportunity for youth service.
Ecological Uplift/Passive	<ul style="list-style-type: none"> Downstream residents Users of complex Adjacent residents Multiple species guilds 	<ul style="list-style-type: none"> Provides passive recreation opportunities such as bird watching. Supports on-site improved ecological function such as terrestrial support; water storage; and aquatic species support. Protection and enhancement to headwaters will benefit downstream creek functions (e.g., water storage during rain events).
Adjacent Play Area/ Proximity	<ul style="list-style-type: none"> Local residents 	<ul style="list-style-type: none"> Outdoor play. Active learning about natural area.
Educational Kiosks/Passive	<ul style="list-style-type: none"> Nature area users 	<ul style="list-style-type: none"> Provides information and educational opportunities to further strengthen the understanding and connection to the outdoors.

The American Community Survey showed that the census tract adjacent to the proposed project (Number 218.02) has lower median income, higher percent of families below poverty levels and higher percentage of workers commuting by transit than compared to Clackamas County. This shows that on average, residents in close proximity to the project are less likely to have the financial resources to seek out other public natural areas currently available.

Table 3. 2009-2013 American Community Survey Data

Geography	Median Income	% Families Below Poverty	% Receiving SNAP (Food Stamps)	% Workers Commute by Public Transit
Tract 218.02	\$ 45,744	17.5	20.4	5.3
Clackamas Co.	\$ 63,951	6.8	12.7	2.7

Source: 2009-2013 American Community Survey 5-Year Estimates

Community Engagement

OLSD is an organization whose philosophy includes active community involvement and outreach. Public outreach for this project started with the development of the Boardman Creek Watershed Plan. In recent years, OLSD convened the Boardman Watershed Community Committee (BWCC) to be an advisory committee for projects within the Boardman Watershed Basin. The BWCC includes a mix of interested community members and agencies including: local residents, business owners, the City of Gladstone, NCPRD, SOLVE, North Clackamas Urban Watershed Council (NCUWC), Jennings Lodge CPO (community group), and Oak Grove Community Council (community group).

The BWCC has been involved with concept planning for the Boardman-Rinearson Wetland Complex. From fall 2013 to summer 2014, the BWCC met three times to provide input on project objectives and opportunities, helped direct specific design concepts, and selected a working preferred alternative.

OLSD also has contacted and met with owners of property within the Phase I area that are targeted for acquisition. The Briar Ridge parcel is owned by a home owner association. In the third quarter of 2014, OLSD and NCPRD conducted meetings with these homeowners to:

1. Present the proposed concept plan developed by the BWCC;
2. Solicit feedback and suggestions that can be incorporated as the project moves forward; and
3. Inform the homeowners of the interest in property acquisition.

OLSD has met with the family of Earl Moore, a long-time resident adjacent to the project. OLSD also is in an active acquisition process with the owner of the Addie Acres parcel.

Partnerships

OLSD has a successful history of partnerships with other private and public agencies. During the course of the Boardman-Rinearson project planning, multiple partners have stepped forward with interest and willingness to help building off these already established relationships. Below is a summary of primary partners in addition to OLSD.

East Side Athletic Club (Local Business)

The East Side Athletic Club owner, Jennifer Harding, is a strong proponent of the project and willing to partner as the project moves forward. The athletic club is situated at the intersection of Boardman Avenue and Addie Street with parking areas on both. Ms. Harding is a member of the BWCC and was involved during concept development. OLSD and NCPRD also met with Ms. Harding separately to review the project and discuss features related to her parcels. She has expressed willingness to relocate or modify parking areas to provide a community trail head and access into the natural area. In addition, she is willing to provide basic operational maintenance of park or hard play areas (e.g., splash park) adjacent to her parcels.

NCPRD (Public Agency)

NCPRD will be a project partner with OLSD in planning the future improvements on grant-funded properties to achieve multiple benefits (e.g., surface water management, water quality improvements, natural area restoration and enhancements, public access, environmental education). NCPRD intends to be a long-term partner in helping OLSD plan, acquire, improve, manage and maintain natural areas in the Boardman watershed.

SOLVE (non-profit)

SOLVE, a non profit organization, is currently involved with the site by working with Rex Putnam High School to provide vegetation enhancements adjacent to the project. SOLVE has stated they will continue to invest staff resources to support project implementation and long-term success.

These partners are not listed as providing match contributions for this Phase I request. Their match involvement likely will be more specific in future phases.

Ecologically Effective/Cost Efficient

The proposed project is ecologically effective and cost efficient for the following reasons:

- **Multiple benefits.** The proposed project will ultimately serve multiple benefits including improving ecosystem and stream health for both humans and the environment. Human benefits include increased water storage by water retention and ecosystem health by assuring no development encroachment and associated habitat loss, habitat contiguity, habitat restoration (in future phases) further enhancing water quality. The proposed project will benefit human activity through access and education.
- **Protecting undeveloped land.** Though this land is undeveloped and thus underutilized, there is development potential. The proposed project protects undeveloped land so future reclamation is not required.
- **Project nimbleness.** The master planned improvements allow for phased and segmented approaches that can be modified based on actual acquisitions while still providing benefits.
- **Leveraging partners.** OLSD has a proven track record of leveraging agency and staff resources across multiple partners such as Clackamas County, NCPRD, NCUWC, and SOLVE to implement projects using the respective agency missions, capital, and expertise.

Multiple Benefits for Nature and People

The Phase II design will be tailored to the local community and its proximity to nearby schools makes it highly valuable for educational purposes. Additionally the intended infrastructure is specifically designed for educational programs.

Projects such as this offer an excellent opportunity to collect before-and-after data about wetland restoration, wildlife usage, fish passage, and other environmental metrics. Monitoring as an educational opportunity will be offered for the students at Rex Putnam High School. Additionally, OLSD will conduct regulatory and grant funding monitoring and provide reporting on behalf of the project.

A construction contractor will be selected through a competitive bid process, and the completed design will be built in the field. Some elements of construction, such as tree planting, may be done in part with community volunteers and students from local schools.

Contracting with Minority, Women and Emerging Small Business (MWESB)

OLSD fulfills this criterion by preventing any bias or exclusion in its contracting. Though it has no specific metric or goal, OLSD believes in supporting MWESB within the Metro Region. OLSD's contracting and bidding policy is to be completely open, and publicly announced to assure it is competitive. The policy in no way prevents opportunities to participate in locally-funded projects. OLSD maintains a list of continuously-updated contractors and notifies them of all bidding opportunities. This list includes minority business enterprises (MBE), women business enterprises (WBE) and emerging small businesses (ESB). An engineering firm will be hired through a competitive Request for Proposal (RFP) process to develop a full design for the project, take the design through the environmental permitting process with federal, state and local agencies, and complete land acquisition prior to construction.

Project Readiness

OLSD is ready to move forward with the acquisition process and will initiate/complete the process by the end of the grant spending date, assuming willing sellers. OLSD currently has an offer out to one parcel owner, the parcel with the attached appraisal.

OLSD is ready to move forward with the project after completion of the acquisition process. OLSD has the following components in place to continue implementation of the project.

- Financial set asides via the CIP budget
- OLSD Board support for continued development of the project as a District priority
- A concept plan developed by the BWCC.
- An external team of stakeholders engaged and excited to see this project come to fruition.

Following successful property acquisition during Phase I, OLSD will continue into project design and permitting, and finally, into construction contracting. This will include the environmental permitting process with federal, state and local agencies. OLSD has secured the funding for the permitting and construction for the Phase II improvements.

Budget Narrative (required forms are attached)**Identifying Costs****Summary**

This narrative amends the original budget narrative, project narrative and F3 form. The amendments include seeking acquisition for three properties instead of four. However, OLSD will pursue the fourth property acquisition outside this grant request. This is because the three identified property owners are further along in negotiations with a higher probability of acquisition during this grant's cycle.

This request is to provide funds for land acquisition only. Please note, the parcels are intended to be owned in fee simple; however, it is possible through property owner negotiations that conservation easements are identified as the only way to gain public access and secure the wetland property. As such, easements remain a secondary option. OLSD currently estimates fee simple acquisition costs at \$362,012 for the three potential properties. Budget sheet F3 summarizes the cost estimate and breakdown for the acquisition and related costs.

Total project costs (Phase I and II) include trail, outdoor classroom, interpretative kiosks, and restoration with estimated costs of \$3,138,654. Phase II and its benefits are described in the primary narrative, though any associated costs are not included in this proposal. Much of Phase II costs are secured through OLSD Capital Improvement Plan funding. If Phase I acquisitions occur, Phase II should be completed.

With this grant application, OLSD is leveraging grant funds to increase community benefits; those described in the narrative and desired by Metro. Without grant funds, OLSD's appropriated funds would only suffice for land acquisition (approximately) which would have some drainage benefit, but little or no other community benefit. The described Phase II improvements may theoretically be constructed, but funding would be sporadic and unsecured, making the community benefit uncertain and likely extending the implementation timeline. With Metro funds, OLSD can do more for the community and do it faster.

Line Item Description

Requested funds are for the Phase I Land Acquisition Targets identified in the primary narrative. Acquisition includes purchase and professional service contracts such as appraisal, title reports, documentation and environmental assessment.

Acquisition Cost

OLSD currently estimates fee simple acquisition costs at \$362,012 including administration costs for the three potential properties. The eventual purchase / acquisition price is unknown for all properties. Thus, the line item costs are all approximate. This request uses the per-acre coefficient of \$16,200 per acre assigned for the Addie Acres-owned taxlot to the Briar Ridge-owned taxlot. This is an estimate used while an appraisal is completed and anticipated in mid-March 2015. This request uses the most recent Clackamas County assessment to generate a market value of \$278,793 the Moore-owned property. This is an estimate used while an appraisal is completed and anticipated in mid-April 2015. The actual requested amount will change based on these appraisals' completion.

Per Metro criteria, no more than 10% of the requested grant funds are to be used to pay for local government staff time. Indeed, no staff time compensation is sought with this proposal (0%).

Pre-Agreement Costs

As an acquisition project, pre-agreement cost including appraisals, survey and environmental assessment expenses can be sought. Approximately \$25,000 of pre-agreement work was completed by consultants and agency staff to conduct the property appraisal, offer, and property owner coordination. OLSD will pay this amount and pre-agreement consultant costs and considers this as matching funds.

Post-agreement costs

Metro funds are primarily sought for land acquisition. Should acquisition costs consume the entire award amount, 100% of the award will be allocated to acquisition. Should all acquisition costs be less than the award, the remaining grant funds will only be used for applicable professional services costs including appraisals, survey and environmental assessment expenses will be paid with Metro funds. Specifically, these costs include appraisals, title reports, offer preparation, recording. OLSD Agency Staff, Administration and oversight and Planning Team outreach and consultant fees will all be paid by OLSD directly as match funds.

Capital Improvement Projects:

This is not a capital improvement project and no construction, permitting or other associated costs are sought as grant award funds. Though because Phase II construction costs are used as match, these types of funds are used as match for the land acquisition costs.

Overhead/indirect costs:

No direct or indirect overhead costs are requested in this proposal. As an acquisition, overhead costs are limited to 10 percent of due diligence expenses. This proposal satisfies this criterion as no (0%) overhead costs are sought. Per Metro criteria, indirect and/or overhead costs can be applied as match and are described in the match section of this document.

Appraisal and appraisal review

As of proposal application date, only one appraisal has been completed. An appraisal will ultimately be required to determine the market value of each property. Appraisals will be performed to Metro criteria for any purchased parcel or obtained easement and these appraisals submitted to Metro. Appraisals will be prepared by an independent certified appraiser in accordance with Uniform Standards of Professional Appraisal Practice (USPAP). A second certified independent appraiser shall review the original appraisal to ensure it was done in accordance with USPAP and shall confirm the appraised value.

Statement of Matching Funds

From the Nature in Neighborhoods Capital Grants November 12, 2014 Review Criteria Clarification document, the match ratio is 2:1 (200%). OLSD's match is \$780,000. The request is \$362,012. The match percentage is approximately 215% of the requested funds: more than satisfying the minimum requirement.

The project's match will be 100 percent financial (with no in-kind services). Financial match funds include the following:

- Phase II construction costs (site preparation) \$450,000
- Agency staff and consultant staff time and services (post-agreement) \$35,000
- Permit fees \$10,000

- Conceptual planning (trails, kiosks, structures etc.) \$100,000
- Land acquisition funds \$50,000
- Appraisals and Appraisal review: \$40,000
- Title report, insurance etc. \$10,000
- Environmental Assessment \$50,000
- Documentation \$10,000

The match funds as well as the remainder of the project will be funded with OLSD Surface Water Management Capital Funds which are approved and budgeted. These funds extend through multiple fiscal year budgets to fiscal year 2019 ending June 30, 2020. Match funds are secured through the OLSD Surface Water Management program. The District collects a monthly fee from residents to support the District's program, which includes capital improvement projects such as this one. It is possible that other agencies and organizations will contribute funds and services as the project develops. But, these are not currently identified nor used as match.

Match Description: OLSD Administration and oversight as well as Planning Team outreach and consultants will all be paid by OLSD directly and used as match contribution. Per Metro criteria, these are indirect and/or overhead costs that can be applied as match.

Not included in this budget are potential matching funds, either financial or through in-kind services which are anticipated to be provided by the NCPRD and Rex Putnam High School (plant installation and monitoring).

NATURE IN NEIGHBORHOODS CAPITAL GRANT
(F3) PROJECT BUDGET WORKSHEET

PROFESSIONALSERVICES COSTS March 27 2015

OLSD Boardman Wetlands Property Acquisition (Phase I) REQUEST and Match (Phase I and II)

	financial match	in-kind match	grant request	TOTAL
A. Pre-Agreement				
1. Non-profit staff				\$0.00
2. Agency staff	\$10,000.00			\$10,000.00
3. Consultants	\$15,000.00			\$15,000.00
4. Volunteers				\$0.00
B. Post-Agreement Costs				\$0.00
1. Non-profit staff				\$0.00
2. Agency staff	\$20,000.00			\$20,000.00
3. Consultants	\$15,000.00			\$15,000.00
4. Volunteers				\$0.00
Total for Professional Services	\$60,000.00	\$0.00	\$0.00	\$60,000.00

CONSTRUCTION COSTS

Estimate the cost for all work elements of your project. Feel free to change the list. Specify in the budget narrative which work elements will be completed by volunteers and how you calculated the budget figure.

	financial match	in-kind match	grant request	TOTAL
A. Site Preparation	\$450,000.00			\$450,000.00
1. Site clearing				\$0.00
2. Excavation				\$0.00
B. Utilities				\$0.00
C. Improvements/Materials				\$0.00
D. Permits	\$10,000.00			\$10,000.00
E. Other, Conceptual Planning	\$100,000.00			\$100,000.00
Total for Construction Costs	\$560,000.00	\$0.00	\$0.00	\$560,000.00

ACQUISITION COSTS

Please estimate the cost for all work elements. Please feel free to change the list.

	financial match	in-kind match	grant request	TOTAL
A. Purchase Price	\$50,000.00		\$362,012.00	\$412,012.00
B. Option Purchase				\$0.00
C. Option Reimbursement				\$0.00
D. Appraisal & Appraisal Review*	\$40,000.00			\$40,000.00
E. Title Report, insurance & documents	\$10,000.00			\$10,000.00
F. Phase I Enviro Assessment	\$50,000.00			\$50,000.00
G. Stewardship endowment				\$0.00
H. Management Plan Development				\$0.00
I. Baseline Documentation	\$10,000.00			\$10,000.00
Total for Acquisition Costs	\$160,000.00	\$0.00	\$362,012.00	\$522,012.00

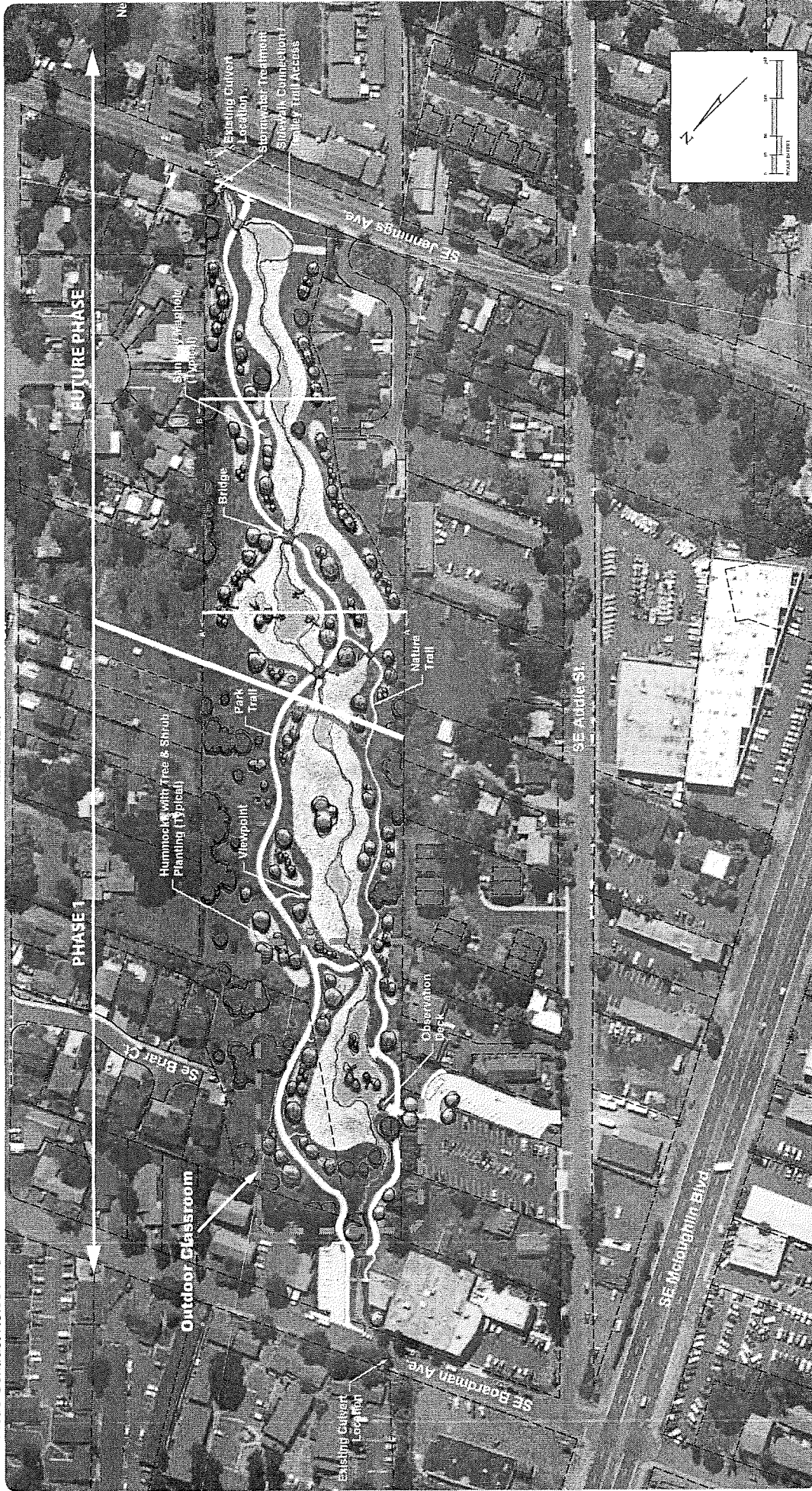
OTHER COSTS

A. Travel (use current State of Oregon rates)				\$0.00
B. Overhead/Indirect costs - these can only be used as match.				\$0.00
				\$0.00
Totals for Other Costs	\$0.00	\$0.00	\$0.00	\$0.00

TOTAL PROJECT COSTS	\$780,000.00	\$0.00	\$362,012.00	\$1,142,012.00
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Vicinity Map



Boardman-Reinson Concept Improvements
SE Boardman to SE Jennings Avenue

NATURE IN NEIGHBORHOODS CAPITAL GRANT
(F3) PROJECT BUDGET WORKSHEET

PROFESSIONALSERVICES COSTS				5/23/2016
Estimate the hours of work directly related to your project for non-profit personnel, agency personnel, volunteers and consultants. You can delete rows that do not apply and/or add more specific descriptors. Explain the tasks each is expected to complete in the budget narrative (i.e. surveys, design development, construction documents, plan review, construction management). Pre-Agreement costs must occur AFTER the Invitation to Submit a Full Application and are not reimbursable. Agency & non-profit personnel time cannot exceed 10% of the grant request. Volunteers specifically doing project installation should be included in this section.				
	financial match	in-kind match	grant request	TOTAL
A. Pre-Agreement				
1. Non-profit staff				\$0.00
2. Agency staff				\$0.00
3. Consultants	\$122,000.00			\$122,000.00
4. Volunteers				\$0.00
B. Post-Agreement Costs				\$0.00
1. Non-profit staff				\$0.00
2. Agency staff				\$0.00
3. Consultants	\$450,000.00			\$450,000.00
4. Volunteers				\$0.00
Total for Professional Services	\$572,000.00	\$0.00	\$0.00	\$572,000.00

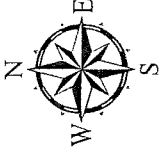
CONSTRUCTION COSTS				
Estimate the cost for all work elements of your project. Feel free to change the list. Specify in the budget narrative which work elements will be completed by volunteers and how you calculated the budget figure.				
	financial match	in-kind match	grant request	TOTAL
A. Site Preparation				
1. Site clearing	\$7,988.00		\$ 62,012.00	\$70,000.00
2. Excavation	\$170,000.00			\$170,000.00
B. Utilities	\$350,000.00			\$350,000.00
C. Improvements/Materials	\$585,345.00			\$585,345.00
D. Permits	\$0.00			\$0.00
E. Other, please list	\$0.00			\$0.00
Total for Construction Costs	\$1,113,333.00	\$0.00	\$62,012.00	\$1,175,345.00

ACQUISITION COSTS				
Please estimate the cost for all work elements. Please feel free to change the list.				
	financial match	in-kind match	grant request	TOTAL
A. Purchase Price	\$55,000.00		\$300,000.00	\$355,000.00
B. Option Purchase	\$0.00			\$0.00
C. Option Reimbursement	\$0.00			\$0.00
D. Appraisal & Appraisal Review*	\$20,000.00			\$20,000.00
E. Title Report, insurance &	\$30,000.00			\$30,000.00
F. Phase I Enviro Assessment	\$0.00			\$0.00
G. Tenant relocation expenses	\$0.00			\$0.00
H. Deconstruction of structures	\$25,000.00			\$25,000.00
I. Site stabilization	\$5,000.00			\$5,000.00
J. Signage	\$5,000.00			\$5,000.00
Total for Acquisition Costs	\$140,000.00	\$0.00	\$300,000.00	\$440,000.00


OTHER COSTS				
A. Travel (use current State of Oregon rates)	\$ 300.00			\$300.00
B. Overhead/Indirect costs - these can only be used as match.	\$ 60,000.00			\$60,000.00
Totals for Other Costs	\$60,300.00	\$0.00	\$0.00	\$60,300.00

TOTAL PROJECT COSTS	\$1,885,633.00	\$0.00	\$362,012.00	\$2,247,645.00
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Boardman Wetland Complex Oak Lodge Sanitary District



Legend

 Acquisition Targets





600 NE Grand Ave.
Portland, OR 97232-2736
503-797-1700

Amendment

AMENDMENT NO. 1

CONTRACT NO. 934807

This Amendment hereby amends the above titled contract between Metro, a metropolitan service district organized under the law of the State of Oregon and the Metro Charter, and Oak Lodge Water Services District, hereinafter referred to as "Grant Recipient."

This amendment is a change order to the original Intergovernmental Agreement as follows:

- Oak Lodge Sanitary District located at 14611 SE River Road, Oak Grove, Oregon 97267 will now be referred to as Oak Lodge Water Services District located at 14496 SE River Road, Oak Grove, Oregon 97267.
- The contract number is changed from 934107 to 934807.

Grant Recipient's reimbursement requests shall be sent to naturalareasgrants@oregonmetro.gov or sent to:
Oriana Quackenbush
600 NE Grand Avenue
Portland, Oregon 97232

The Metro contract number and Grant Recipient name shall be referenced in the email subject line. Payment shall be made by Metro on a Net 15 day basis upon approval of all required documentation of expenses.

Except for the above, all other conditions and covenants remain in full force and effect.

IN WITNESS TO THE ABOVE, the following duly authorized representatives of the parties referenced have executed this Amendment.

Grant Recipient

METRO

By JASON RICE

By [Signature]

Print Name JASON RICE

Print Name Dorothy A. Collier

Date 3/9/10

Date 3/23/10



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

March 28, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the Third Amendment to the Disposition Agreement with Bottling Group, LLC

Purpose/Outcome	To amend the existing Disposition Agreement with Bottling Group, LLC
Dollar Amount and Fiscal Impact	No change
Funding Source	N/A.
Duration	The amendment will extend the due diligence period by 30 days
Previous Board Action/Review	Second amendment extended the due diligence period by 60 days
Strategic Plan Alignment	Build public trust through good government
Contact Person	Dave Queener, Development Agency Program Supervisor, 503-742-4322

The Agency has a Disposition Agreement with Bottling Group, LLC associated with the purchase of a portion of the Clackamas Industrial Area Opportunity (CIAO) site. Their current due diligence period expired on March 21, 2019. The Agency and Bottling Group have been working to finalize property line adjustments with an adjacent property owner, which are necessary to maximize development of the site and for planned road improvements. These property line adjustments are nearing completion, but will not be done prior to expiration of their due diligence.

Bottling Group has requested the due diligence period be extended in order to finalize the property line adjustments prior to closing.

This third amendment will extend the due diligence period by 30 days.

County Counsel has reviewed and approved the proposed amendment to the agreement.

RECOMMENDATION

Staff respectfully recommends that the Board, as the governing body of the Clackamas County Development Agency, execute this Third Amendment to the Disposition Agreement with Bottling Group, LLC

Respectfully submitted,

David Queener, Program Supervisor
Development Agency

THIRD AMENDMENT TO DISPOSITION AGREEMENT
THIS THIRD AMENDMENT TO DISPOSITION
AGREEMENT (“Amendment”) is entered into effective as of March 21, 2019, between **CLACKAMAS COUNTY DEVELOPMENT AGENCY**, the Urban Renewal Agency of Clackamas County, a corporate body politic (“**Agency**”), and **BOTTLING GROUP, LLC**, a Delaware limited liability company (“**Developer**”).

RECITALS

A. Agency and Developer are parties to that certain Disposition Agreement dated effective as of May 24, 2018, the First Amendment to Disposition Agreement dated effective November 20, 2018, and the Second Amendment to Disposition Agreement dated effective January 24, 2019 (collectively the “**Disposition Agreement**”), concerning approximately 12 acres of land located on Capps Road west of SE 120th Avenue, Clackamas County, Oregon, as more particularly described in the Disposition Agreement (the “**Property**”).

B. The parties desire to modify the Disposition Agreement on the terms and conditions set forth herein. All capitalized terms used in this Amendment and not otherwise defined herein shall have their meanings as set forth in the Disposition Agreement.

AGREEMENT

1. **Due Diligence Period.** Section 2.4 of the Disposition Agreement is hereby amended such that the Developer’s Initial Due Diligence Period, as defined in the Disposition Agreement, shall be for a period of three hundred and thirty (330) days after the Effective Date, and shall expire on April 19, 2019.

2. **Counterpart; Email.** This Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment. Facsimile or email transmission of any signed original of this Amendment, and retransmission of any signed facsimile or email transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm transmitted signatures by signing an original document.

3. **Confirmation.** The Disposition Agreement is hereby amended and modified in accordance with the terms of this Amendment. Except as expressly modified by this Amendment, the Disposition Agreement and all its terms and provisions are hereby acknowledged, approved, ratified and confirmed and shall be and remain in full force and effect.

[Signatures on next page.]

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date first written above.

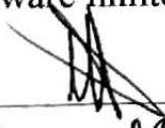
AGENCY:

**CLACKAMAS COUNTY DEVELOPMENT
AGENCY,**
a corporate body politic

By: _____
Name: _____
Its: _____

DEVELOPER:

BOTTLING GROUP, LLC,
a Delaware limited liability company

By:  _____
Name: MARTYN WALLACE
Its: DIRECTOR OF REAL ESTATE



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Amendment No. 2 to the Agreement between
Water Environment Services and Tribeca Transport LLC for On-Call Services for the
Management of Class B Biosolids and Raw Sludge

Purpose/Outcomes	Approval of contract amendment to increase annual limits for two fiscal years only (FY 18/19 and FY 19/20).
Dollar Amount and Fiscal Impact	This contract authorizes \$240,000 total for the period of June 15, 2015, through June 30, 2020. Maximum annual compensation is currently limited to \$35,000 per fiscal year. Contract balance is approximately \$204,000. WES requests the annual maximum be increased for two (2) fiscal years only by \$40,000.00 per fiscal year for a total of \$80,000. The maximum compensation authorized under this contract shall be \$320,000.00.
Funding Source	631-111-45400
Duration	Through June 30, 2022
Previous Board Action/Review	Amendment #1 to renew Contract for all four (4) optional renewal periods. BCC Agenda Item 050318 VI 2 and 3
Performance Clackamas Alignment	WES will beneficially reuse 85% of recovered solids.
Contact Person	Kathryn Spencer, ext. 4608

BACKGROUND:

Due to the loss of the TerraGator® used for land application of biosolids, Contractor will provide land application services for WES until the TerraGator® is replaced. This work is supported by the contract entered into on June 3, 2015, entitled *Services Contract with Tribeca Transport, LLC. for Select On-Call Services for Clackamas County Service District No. 1 & Tri-City Service District [for] Management of Class B Biosolids and Raw Sludge.*

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS 279B and LCRB Rules on January 7, 2015. Proposals were publically opened January 28, 2015. The County received two (2) proposals from Tribeca Transport LLC and Goodman Sanitation Inc. Tribeca Transport's proposal was chosen as most complete and comprehensive and was awarded the Contract through June 30, 2018. Amendment #1 to the contract documents extended the length of the contract to June 30, 2020. It was signed on April 25, 2018. This Amendment #2 is to increase the maximum annual expenditure under the contract from \$35,000 to \$75,000 for the duration of the contract.

Amendment #2 has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approve Amendment #2 to add an additional \$40,000 per year (a total of an additional \$80,000) making the maximum fiscal year allowable expenditure \$75,000 for services.

Respectfully submitted,

Greg Geist
Director, WES

Placed on the _____ Agenda by the Procurement Division.

AMENDMENT #2

TO THE CONTRACT DOCUMENTS WITH TRIBECA TRANSPORT, LLC FOR ON-CALL SERVICES FOR THE MANAGEMENT OF CLASS B BIOSOLIDS AND RAW SLUDGE

This Amendment #2 is entered into between Tribeca Transport, LLC (“Contractor”) and Water Environment Services (“District”) and it shall become part of the Contract documents entered into between both parties on June 3, 2015.

The Purpose of the Amendment #2 is to make the following changes to the Contract:

1. Section II. **COMPENSATION** is hereby amended as follows:
 Due to the loss of the Terragator used for land application of biosolids, Contractor will provide land application services for District until the Terragator is replaced. An additional \$40,000 per fiscal year is authorized; making the fiscal year total \$75,000 for transportation services. This adjustment is good through the end of fiscal year June 30, 2020; this remaining fiscal year plus next fiscal year. District is authorizing a total of **\$80,000.00** for the additional services. The maximum compensation authorized under this Contract shall not exceed \$320,000.00.

Original Contract Amount	\$ 100,000.00
Amendment #1	\$ 140,000.00 (\$35,000 per year for 4 years)
<u>Amendment #2</u>	<u>\$ 80,000.00 valid through 6/30/2020 only.</u>
Total Amended Contract	\$ 320,000.00

Contract expiration remains unchanged at June 30, 2022.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #2, effective upon the date of the last signature below.

Tribeca Transport, LLC
1415 Port Way
Woodland, WA 98674

Water Environment Services:

Authorized Signature

Chair

Name / Title (Printed)

Recording Secretary

Date

Date

Approved as to Form:

875970-93 FLLC / Washington
Oregon Business Registry #

County Counsel

TRIBETL887OP
WA Construction Contractor #

Date