



Commissioners encourage public to attend public meeting digitally.

BOARD OF COUNTY COMMISSIONERS  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

# AGENDA

**Thursday, April 30, 2020 - 6:00 PM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2020-

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

## **\*\*\*COVID-19 Update**

### **I. HOUSING AUTHORITY CONSENT AGENDA**

1. Approval of Resolution No. 1945: Housing Authority Annual Plan 2020-2021
2. Approval of the Closing Documents with Northwest Housing Alternatives, Inc. for the Acquisition of Clayton Mohr Commons

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

1. First Reading of Ordinance No. \_\_\_\_\_ Amending Clackamas County Code Chapter 2.05.200 – Layoff and Seniority of the Personnel Policies and Procedures for Clackamas County Employees and Declaring an Emergency - *2<sup>nd</sup> reading 5-14-2020* (Andrew Narus, County Counsel)

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

#### **A. Health, Housing & Human Services**

1. Approval of Housing & Community Development 2020 Action Plan – *Community Development*
2. Approval of Amendment No. 2, to Intergovernmental Subrecipient Agreement with Friends of the Estacada Community Center – *Social Services*
3. Approval of Amendment No. 2, to Intergovernmental Subrecipient Agreement with City of Oregon City - Pioneer Community Center – *Social Services*
4. Approval of Amendment No. 2, to Intergovernmental Subrecipient Agreement with City of Gladstone – Gladstone Senior Center – *Social Services*
5. Approval of Amendment No. 2, to Intergovernmental Subrecipient Agreement with the Canby Adult Center – *Social Services*

6. Approval of Intergovernmental Agreement No. 160440, Amendment with the State of Oregon, Department of Human Services, Aging and People with Disabilities Division – *Social Services*

**B. Finance Department**

1. Approval of a Contract PBS Engineering and Environmental, Inc. for Hazardous Material Testing Project – 27 County Owned Buildings - *Procurement*

**C. Elected Officials**

1. Approval of Intergovernmental Agreement Amendment No. 01 between the Clackamas County Sheriff's Office and the State of Oregon, acting by and through its Department of Transportation - *ccso*
2. Request by the Clackamas County Sheriff's Office to Approve Amendment Number 3 to the Agreement with the Oregon State Marine Board - *ccso*

**D. Human Resources**

1. Approval of Contract Amendment No. 1 with Trupp HR, Inc. for Equal Pay Analysis - *Procurement*

**E. Disaster Management**

1. Approval of a Subrecipient Agreement with the City of Portland to Purchase and Reimbursement Activities Related to the use of the FY 2019 United States Department of Homeland Security's Urban Area Security Initiative Grant Program
2. Approval of an Intergovernmental Subrecipient Grant Agreement No. DM-20-001 with the Department of Forestry, North Cascades District for Fire Prevention Coordination

**F. Business & Community Services**

1. Approval of Amendment No. 1 of the Memorandum of Understanding between Business and Community Services (County Parks) and Hoodland Women's Club to Extend Time to Transfer Properties to a Local Park District Upon its Formation

**G. Technology Services**

1. Approval of Purchase Order for Arista Networks Hardware from SHI International Corp. - *Procurement*

**IV. WATER ENVIRONMENT SERVICES**

1. Approval of Amendment #1 with Elting Northwest, Inc. for the Sunsprite Sinkhole Repair – Emergency Work - *Procurement*

**V. 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.)*

**VI. COUNTY ADMINISTRATOR UPDATE**

**VII. COMMISSIONERS COMMUNICATION**



April 30th, 2020

Housing Authority of Clackamas County Board of Commissioners

Members of the Board:

Approval of Resolution #1945: Housing Authority Annual Plan 2020-2021

<b>Purpose/Outcomes</b>	Approval of the Housing Authority of Clackamas County's (HACC) Annual Plan.
<b>Dollar Amount and Fiscal Impact</b>	\$14,500,000 for Section 8 Voucher funds, \$1,875,000 in Public Housing funds and \$1,160,000 in Capital Grants Program funds
<b>Funding Source</b>	U.S. Department of Housing and Urban Development No County General Funds are involved.
<b>Duration</b>	Effective July 1, 2020 through June 30, 2021
<b>Previous Board Action</b>	2019-2020 Annual Plan approved by the HACC Board on April 4, 2019 by Resolution No. 1937
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Ensure safe, healthy and secure communities</li> <li>2. Individuals and families in need are healthy and safe</li> <li>3. Grow a vibrant community</li> <li>4. Sustainable and Affordable Housing</li> <li>5. Build public trust through good government</li> </ol>
<b>Contact Person</b>	Jill Smith, HACC Executive Director (503) 742-5336
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval of Resolution #1945, which approves the Housing Authority's Annual Plan. A public hearing was held on April 16th, 2020, to receive and consider public comments on HACC's Plan.

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 \$1,160,000 for 2020-21.

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

- The Annual Plan was developed in consultation with the Resident Advisory Board (RAB).
- The RAB is made up of residents from Public Housing and Section 8 programs. The RAB met on January 16th, 2020 to review the Plan.
- A summary of the policy changes were given to members of the RAB to distribute to their neighbors in Public Housing.
- HACC published a public notice in the Oregonian opening the Annual Plan for public review

and comments from January 19, 2020 through March 5th, 2020.

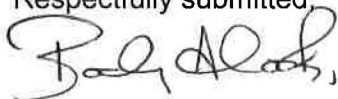
- HACC published a notice in the Quarterly newsletter inviting residents to the RAB meeting, Public Hearing and notifying residents of the public review period. The Quarterly newsletter is mailed to every household living in Public Housing and emailed to families living in Section 8.
- The Plan was available at the HACC Administrative Office, HACC Property Management Offices, Clackamas County Oak Grove Library, and was posted on HACC's website.
- A Public Hearing in front of the HACC Board was held on April 16, 2020. A public notice was published on January 11th, 2019 for the public hearing and April 4, 2020.

Once the Board adopts the Annual Plan, including all attachments, the Plan will be submitted to HUD. This final step is required to be completed at least 75 days before the beginning of our fiscal year, 7/1/2019.

**RECOMMENDATION:**

Staff recommends that the HACC Board of County Commissioners approve Resolution #1945, and permit staff to submit the final version of the plan to HUD following the April 30, 2020 business meeting. Staff also recommends the Board Chair sign HUD Form 50077-ST-HCV-HP (Certification of Compliance with PHA Plans) and HUD Form 50077-CR (Civil Rights Certification).

Respectfully submitted,

 HHS DEPUTY / FOR

Richard Swift, Director  
Health, Housing and Human Services

Attachments:

- Proposed 2020-2021 Annual Plan

In the Matter of Approving the Housing  
Authority's Annual Plan, related  
Certifications and Attachments

RESOLUTION NO. 1945

**Whereas**, the Housing Authority of Clackamas County (HACC), Oregon has developed an Annual Plan; and

**Whereas**, the Annual Plan must be updated each year, while the Five Year Plan is developed every five years; and

**Whereas**, the Annual Plan and its attachments, was developed using the required HUD templates with input and recommendations from an established Resident Advisory Board (RAB) on January 16, 2020; and

**Whereas**, the Annual Plan and its attachments were advertised in the Oregonian for public review and comment from January 19, 2020 through March 5, 2020; and

**Whereas**, the Annual Plan and its attachments were discussed and testimony was taken at a public hearing in front of the HACC Board of Commissioners on April 16, 2020; and

**Whereas**, HUD requires HACC Board approval in the form of a board resolution; and

**Whereas**, the Annual Plan, related certifications and attachments are to be submitted to HUD at least 75 days prior to the effective date, July 1, 2020; and

**NOW THEREFORE, IT IS HEREBY ORDERED that** The Board of Commissioners for the Housing Authority of Clackamas County reviewed HACC's Annual Plan and formally approves the Annual Plan, related Certifications and Attachments, and the Executive Director of the Housing Authority is authorized to submit these documents to HUD.

Motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_

**DATED** this 30 day of April, 2020

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

**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



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

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

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

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the \_\_\_ 5-Year and/or  Annual PHA Plan for the PHA fiscal year beginning 7/1/2020, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
  - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
  - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
  - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
  - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
  - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).

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

Housing Authority of Clackamas County  
PHA Name

OR001  
PHA Number/HA Code

Annual PHA Plan for Fiscal Year 2020-2021

5-Year PHA Plan for Fiscal Years \_\_\_\_\_

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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).

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Name of Authorized Official  Jim Bernard	Title  Housing Authority Board Chair
Signature	Date

April 30, 2020

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

Approval of the Closing Documents with Northwest Housing Alternatives, Inc. for the  
Acquisition of Clayton Mohr Commons

<b>Purpose/Outcomes</b>	Approval of the closing documents between Housing Authority of Clackamas County and Northwest Housing Alternatives (NHA) for the acquisition of Clayton Mohr Commons
<b>Dollar Amount and Fiscal Impact</b>	Up to \$300,000 to pay deferred developer fee to project sponsor NHA
<b>Funding Source</b>	Loan via IGA from Health Centers to HACC
<b>Duration</b>	7 years at 2%
<b>Previous Board Action</b>	May 15, 2018: Policy Session to move forward with Clayton Mohr project August 16, 2018: Development Service Agreement with NHA November 1, 2018: Project Based Voucher Contractual Agreement for Housing Assistance Payments with Pleasant Street Housing LLC October 10, 2019: Contract between HACC and Do Good Multnomah to provide supportive services to families in Clayton Mohr February 6, 2020: IGA between HACC and CCHHCD for a loan to pay unpaid portion of the Deferred Owner Fee to secure property from Pleasant Street Housing, LLC.
<b>Strategic Plan Alignment</b>	By approving the closing documents, transferring ownership of Clayton Mohr Commons to the Housing Authority ensures safe, healthy and secure communities in Clackamas County
<b>Contact Person</b>	Jill Smith - Executive Director, Housing Authority 503-742-5336
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to execute our Option Agreement and closing documents, hereafter Transfer documents, necessary to transfer ownership of Clayton Mohr Commons from Northwest Housing Alternatives (NHA) to HACC for the long-term ownership and operation of Clayton Mohr Commons.

The Housing Authority partnered with Northwest Housing Alternatives to construct 24 new apartments for Clackamas County veterans and their families, many of whom are transitioning from homelessness. The project is modeled after the successful completion of a similar housing project, Pomeroy Place, in Washington County. Clayton Mohr Commons in Oregon City provides 24 units made up of studios, one and two-bedroom units and a community room for resident gatherings and services. Units are built with environmentally efficient and durable



materials. The buildings are oriented and wired to be solar-ready. To ensure the units are affordable to families at or below 30% Area Median Income, HACC has dedicated 24 Project Based Vouchers (PBV) to the project.

The financing of the project is unique, as it did not rely on Tax Credits. It used a mix of Community Development Block Grant (CDBG) Funds, HOME, Oregon Housing & Community Services (OHCS) General Housing Account Program (GHAP), Federal Home Loan Bank, PBV, Meyer Memorial Trust funds and Home Depot Foundation funds. Funds will be a combination of operating expenses included in the development budget and future HACC development proceeds.

NHA owns the real property and was the Developer/Construction Manager for the project. Now that the project has reached stabilization (the point where the units are leased and the funding requirements have been met), NHA is to transfer ownership of the project to HACC. Through a competitive process, Quantum has been contracted to provide property management services at the project. On site resident services are being provided by Do Good Multnomah, who specialize in service for veterans.


In order to transfer ownership from Northwest Housing Alternatives (NHA) to the Housing Authority of Clackamas County, it is necessary to approve and execute our Option Agreement as previously contemplated via the board authorized Development Services Agreement (DSA) executed in August of 2018.

The transfer documents pertaining to Clayton Mohr have been reviewed by Rob Sullivan, outside counsel for the Housing Authority. Rob Sullivan has represented HACC from its initial entry into the DSA and through all subsequent legal proceeding regarding this site.

**RECOMMENDATION:**

Staff recommends the Board approve the Option Agreement and necessary transfer documents for its acquisition and further recommends the Board authorize Richard Swift, H3S Director, Jill Smith, Executive Director of the HACC, or Stephen McMurtrey to sign on behalf of the Housing Authority of Clackamas County.

Respectfully submitted,

 H3S Deputy FOR

Richard Swift, Director  
Health, Housing and Human Services

Attachments:

1. Development Services Agreement – Approved by BCC August 2018



081618-15



COPY

Richard Swift  
Director

August 16, 2018

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

Approval of the Development Service Agreement with Northwest Housing Alternatives, Inc.  
for the Development of Pleasant Avenue Veterans Housing Project

<b>Purpose/Outcomes</b>	Approval of the Development Service Agreement between Housing Authority of Clackamas County and Northwest Housing Alternatives (NHA) and for the Pleasant Avenue Veterans Housing Project
<b>Dollar Amount and Fiscal Impact</b>	HACC Local Project Funds \$10,000, Home Funds \$500,000, Community Development Block Grant Funds \$240,000 No County General Funds
<b>Funding Source</b>	HACC Local Funds, HOME and CDBG Funds
<b>Duration</b>	N/A
<b>Previous Board Action</b>	On May 15, 2018, during a Policy Session, the Board of Commissioners of the Housing Authority of Clackamas County approved placing the Development Services Agreement on the June 21st HACC Board Consent Agenda
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Sustainable and affordable housing</li> <li>2. Individuals and families in need are healthy and safe</li> <li>3. Ensure safe, healthy and secure communities</li> </ol>
<b>Contact Person</b>	Chuck Robbins - Executive Director, Housing Authority 503-650-5666
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to execute a Development Service Agreement between Northwest Housing Alternatives (NHA) and Housing Authority of Clackamas County (HACC) for the development of Pleasant Avenue Veteran Housing Project.

Northwest Housing Alternatives is partnering with the Housing Authority to construct 24 new apartments for Clackamas County veteran families, modeled after the successful completion of a similar housing project, Pomeroy Place, in Washington County. The Pleasant Avenue Veteran Housing project will be located at 314 Pleasant Avenue, in Oregon City providing 24 units made up of studios, one and two-bedroom units and a community room for resident gatherings and services. Units will be built with environmentally efficient and durable materials. The buildings will be oriented and wired to be solar-ready. When complete, the project will be owned and operated by the Housing Authority of Clackamas County. To ensure the units are affordable to families at or below 30% Area Median Income, HACC has dedicated 24 Project Based Vouchers (PBV) to the project.

The financing of the project is unique, as it does not rely on Tax Credits. It uses a mix of Community Development Block Grant (CDBG) Funds, HOME, Oregon Housing & Community Services (OHCS) General Housing Account Program (GHAP), Federal Home Loan Bank, PBV, Meyer Memorial Trust funds and Home Depot Foundation funds. Services will be contracted by HACC. Funds will be a combination of operating expenses included in the development budget and future HACC development proceeds.

NHA owns the real property and will act as the Developer/Construction Manager for the project. After stabilization (the point where the units are leased and the funding requirements have been met), NHA will transfer ownership of the project to HACC. As the owner, HACC will implement a Housing First (low barrier) model to ensure the neediest veterans and their families are assisted. HACC will be responsible for property management and maintenance. This will be done in-house and will not require hiring additional staff. HACC will also be responsible for ensuring services are available at the property. Services will be solicited through a competitive process.

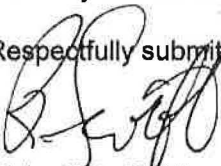
In order to begin construction, it is necessary to approve, execute and deliver the Development Service Agreement. The Development Services Agreement (DSA) delineates the terms of a project, such as who will acquire, construct, develop, own, operate, maintain, lease and otherwise handle the project. It is a set of mutual covenants and conditions set forth by all members of a partnership and is required by OHCS to secure the GHAP funding. The Project Option (Exhibit A of the DSA) grants HACC an exclusive option to purchase the project and defines the terms and conditions associated with the property transfer.

The Development Services Agreement and Project Option (Exhibit A) have been reviewed by independent Counsel retained by HACC. Independent counsel was approved by County Counsel.

**RECOMMENDATION:**

Staff recommends the Board approve the Development Service Agreement, including Exhibit A and recommends the Board authorize Richard Swift, H3S Director to sign on behalf of the Housing Authority of Clackamas County.

Respectfully submitted,



Richard Swift, Director  
Health, Housing and Human Services

## DEVELOPMENT SERVICES AGREEMENT

**THIS DEVELOPMENT SERVICES AGREEMENT** (this “Agreement”) is made and entered into as of the 26th day of July, 2018, between Northwest Housing Alternatives, Inc. an Oregon nonprofit public benefit corporation (“Developer”) and the Housing Authority of Clackamas County, a public body corporate and politic of the State of Oregon established under the Oregon Housing Authorities Law, ORS 456.055 *et seq.* (“Client”). Together, the Developer and the Client are referred to herein as the “Parties.”

### RECITALS

WHEREAS, Client is a public corporation which (a) has among its statutory purposes providing decent, safe, and sanitary housing for persons or families of lower income and (b) is authorized to form, finance, and have an interest in, and to manage or operate, partnerships, corporations, and limited liability companies in order to further the purposes of the housing authority.

WHEREAS, Developer is a mission-based affordable housing developer and owner with a statewide presence;

WHEREAS, Developer recently purchased land located at 314 Pleasant Street, Oregon City, OR 97405 as more fully described in Exhibit A-1 (“Legal Description”) of Exhibit A Option Agreement (the “Project Option”) for the purpose of developing needed housing for chronically homeless and low-income veterans and their families (the “Project”);

WHEREAS Developer and Client share the goal of increasing the availability of decent, safe, and affordable housing;

WHEREAS, the Project is located in Client’s service area;

WHEREAS, Client, if authorized by its Board of Commissioners, has an interest in acquiring, either directly or indirectly, the Project after completion of construction, lease up, and stabilization;

WHEREAS, Developer has expertise completing the myriad design, financing, and construction tasks associated with building affordable housing developments such as the Project;

WHEREAS, Client and Developer intend to set forth the terms upon which the Developer will complete construction of the Project and Client will undertake all commercially reasonable efforts to provide rental assistance for future tenants of the Project and seek necessary approval to acquire the Project upon completion;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. **Development Tasks.** The full list of tasks associated with the Project’s successful construction and financing are outlined in Exhibit B. These task generally include, but are not limited to:

- a. Work with public officials to obtain approval of the Project's proposed plan for design and construction;
- b. Engage a project architect and other professionals, as needed, to prepare engineering surveys, plans and specifications, and financial and market studies as may be necessary;
- c. Determine impact and status of zoning, land use approvals, building codes, and building permits;
- d. Coordinate completion of construction documents, including review of final plans and specifications;
- e. Develop and refine a development budget and operating proformas;
- f. Define an overall project schedule that incorporates design process, funding applications, construction, and close-out;
- g. Submit funding applications to public and private funding sources for the Project's construction;
- h. Obtain proposals for construction and permanent loans (collectively "Project Financing");
- i. Select all Project Financing lenders and investors;
- j. Negotiate the terms and conditions of all Project Financing;
- k. Coordinate with the Project's general contractor and architect to obtain timely building and other permits for development of the Project;
- l. Recommend alternative solutions wherever design details affect construction feasibility or schedules;
- m. Obtain and maintain (in conjunction with the general contractor) all necessary building permits, approvals and utility contracts;
- n. Obtain construction insurance;
- o. Negotiate the terms and conditions of the construction contract;
- p. Oversee, monitor and direct the general contractor with respect to the construction of the Project in accordance with the terms and conditions of the construction contract and the plans and specifications;
- q. Be physically present on the construction site as frequently as necessary to assure completion of the Project in accordance with the Client's objectives of cost, time and quality;

- r. Schedule and conduct regular job meetings at which the general contractor and the various subcontractors and laborers, project architect and any other relevant consultants can discuss procedures, progress, problems and scheduling;
  - s. Provide regular monitoring of the Project schedule during construction;
  - t. Develop and monitor Project budget, revise and refine the Project budget as necessary, incorporate approved changes and forecast cash flow and the impact of changes as needed;
  - u. Develop and implement a system of general contract administration for review and processing of payments and change orders, including compliance with federal (Davis Bacon), state (Prevailing Wage) and local wage and employment requirements;
  - v. Determine substantial completion of the Project in consultation with the project architect and prepare a punch list of incomplete or unsatisfactory items and a schedule for their completion;
  - w. Inspect the Project prior to expiration of the 1-year warranty period and develop a list of items in need of repair or replacement; ensure warranties beyond 1-year period are assigned to the Client;
  - x. Ensure timely conversion from construction to permanent financing.
2. **Task Assignments.** Client and Developer agree on which party is responsible for completing each task in Exhibit B. Exhibit B also outlines when a party has an obligation to assist in the completion of a task, when a party has the option of providing input on a task, and which tasks require Developer to obtain Client's approval before proceeding.

For tasks requiring Client's approval, Client agrees to make all reasonable efforts to reach decisions as expeditiously as possible. Client acknowledges and accepts that any failure to make a timely decision could delay the Project's schedule. Client further acknowledges and accepts that any such delay could increase Project's costs and thereby affect the amount and timing of the payment of its share of the Cash Developer Fee under Paragraph 5.

3. **Advancement of Costs.** Developer shall advance funds to pay all costs associated with the completion of items in Exhibit B that occur prior to the time that construction financing for the Project is closed ("Construction Closing"). Such advances ("Developer's Predevelopment Loan") shall accrue 5% simple interest per year from the date of each advance ("Developer's Predevelopment Loan Interest.") Developer shall be fully repaid such advances, with interest, at Construction Closing.
4. **No Duty of Developer to Provide Funds.** Except as set forth in Paragraph 3 above, Developer shall have no duty or obligation to advance any funds for the account of

Client or the Project. At Developer's choice, and Client's acceptance, Developer may choose to advance funds for Project costs associated with items other than those outlined in Exhibit B. Developer shall charge 5% simple interest per year to the Project for such advances and this cost shall appear in the Project's budget as "Developer's Predevelopment Loan Interest."

Client may choose to advance funds to pay currently unforeseen development costs that Developer has no duty or obligation to pay. Should Client elect to advance funds for this purpose with Developer's agreement, Client shall charge 5% simple interest per year to the Project for such advances and this cost shall appear in the Project's budget as "Client's Predevelopment Loan Interest."

5. **Compensation: Developer Fee.**

a. Developer Fee: The Developer Fee associated with the Project's construction as affordable housing shall consist of cash in the amount of \$650,000.

i. All Cash Developer Fee Payments will be paid from proceeds made available in accordance with the Project's development budget and its operations prior to its conversion from construction to permanent financing.

ii. All Deferred Developer Fee payments will be paid from proceeds made available through the Project's operations after its conversion from construction to permanent financing; provided, however, that if Client acquires the Project (directly or indirectly) from Developer, any unpaid Cash Developer Fee and all Deferred Developer Fee shall be paid by Client to Developer at the date of acquisition.

iii. **Consultant Fee: \$175,000 FOR CONSTRUCTION MANGEMENT SERVICES THROUGH CONSTRUCTION.**

The total developer fee and the extent of its cash may change as loan terms fluctuate in accordance with market conditions. Developer Fee rules imposed by Oregon Housing and Community Services (OHCS), and the availability of HOME, CDBG and other grant funds from state and local government may also affect total Developer Fee and the allocation of Cash Developer Fee.

Given the changeable nature of Developer Fee, the final determination of total Developer Fee shall be the number approved by all financing partners. Prior to that approval, Developer and Client agree that the closing projections shall serve as the best estimate of total Developer Fee.

b. Developer Fee Allocation: Developer shall receive 100% of the total Developer Fee for the services described in this Agreement.

6. **Compensation: Construction Management Fee.** To the extent allowed by Oregon Housing and Community Services (OHCS), Developer shall receive a Construction Management Fee of \$175,000 for performing all construction-related services described in Exhibit B. This fee is separate from any Development Fee payments due to Developer. As permitted by grant sources and lender(s), the development budget shall incorporate this Construction Services Fee, and the Developer will receive the Construction Services Fee in equal increments, paid monthly over the course of construction.
  
7. **Ownership of Project During Development Phase.**
  - a. Developer is expressly authorized, to form a limited liability company ("Developer LLC") to: (i) acquire and own the Real Property and the Project; (ii) to grant or obtain easements, licenses, and other interests in real property as may be necessary or beneficial to development of the Project; (iii) seek and enter into agreements for grants and loans to finance construction and operation of the Project and/or to provide rental assistance and social services to tenants; (iv) encumber (through regulatory agreements, covenants, deeds of trust, and other encumbrances) the Real Property and the Project as reasonably necessary to obtain such grants and loans; (v) enter into contracts for environmental, geo-technical, and other studies of the Real Property, for architectural services related to the Project, and for the construction, furnishing, management, and operational needs of the Project; and (vi) enter into contracts for title insurance, liability, casualty, and other types of insurance which are either required by lenders or deemed prudent by such company. Developer or Developer LLC shall for all purposes be the owner of the Project unless and until Client acquires the Project, as defined below.
  
  - b. Client will have no obligation to enter into any of the agreements identified in the preceding paragraph, or to guaranty any obligation undertaken by the Developer. Client acknowledges, however, that: (i) it may be required to subordinate any right it has under this Agreement to acquire the project to the security interests of lenders providing financing for the Project; and (ii) it may be required to provide certain financial information to lenders as a condition of Client being permitted to assume Developer LLC) any loan obtained by Developer or Developer LLC.
  
8. **Option to Acquire Project.**
  - a. Developer and Client shall execute an option agreement (the "Option Agreement") in substantially the form set forth in the attached Exhibit A pursuant to which Developer shall grant Client an option to acquire the Project (the "Project Option").
  
  - b. As more fully set forth in the Option Agreement, the property covered by the Project Option shall be (i) all of the Real Property and improvements constituting the Project and (ii) all of the Project owner's personal property situated on and used in connection with the Real Property, (iii) all leases and rental



agreements with respect to Project, and (iv) all other agreements pertaining to the operation or financing of the Project to the extent they are to be assumed by Client.

c. As more fully set forth in the Option Agreement, the purchase price under the Project Option (the "Project Purchase Price") shall be an amount equal to the sum of (i) all outstanding indebtedness of Developer (or Developer LLC) to third-party lenders in respect of the Project, plus (ii) any unpaid portion of Developer's Predevelopment Loan and Developer's Predevelopment Loan Interest, plus (iii) any unpaid portion of the Cash Developer Fee and Deferred Developer Fee; and (iv) \$10,000. Item (i) of the Project Purchase Price may be paid by Client's assumption of all loans from third-party lenders secured by the Project. Items (ii), (iii), and (iv) of the Project Purchase Price shall be paid in cash at Closing as defined in the Option Agreement.

d. The Option Agreement shall specify among other things: (i) the term of the Option; (ii) the conditions under which Client may exercise the Project Option; (iii) contingencies and conditions to closing, and (iv) other matters regularly included in an option agreement for the purchase of real property.

e. Client agrees that, in the event it acquires the Project, Client shall assume, and Client will request that Developer be released from, all obligations under any regulatory agreement, covenant, grant, loan, guaranty or similar obligation related to the acquisition, financing, construction, and/or operation of the Project. Developer shall not be required to enter into any other guaranty, indemnity, or other ongoing obligation related to the Project.

f. Developer agrees that, in the event Client acquires the Project, Developer shall assign (or cause to be assigned) to Client all rights, remedies, and warranties under architect, engineering, construction, and similar development related contracts. Client acknowledges and agrees that, upon such assignment by Developer to Client, Client's remedies for any defects in the Project's design and/or construction and all claims related in any manner to the performance of professionals under design or construction contracts, shall be first against the applicable design and/or construction professionals.

g. Client acknowledges that, as a condition of obtaining construction and permanent financing for the Project, Client will be required to execute one or more agreements making its rights under the Option Agreement junior and subordinate to the rights, claims, and liens of lenders. Client hereby agrees to execute such subordination agreements.

9. **Limitations and Restrictions.** For Items marked "Approval Rights" in Exhibit B, Developer shall not take any action, expend any sum, make any decision, give any consent, approval or authorization, or incur any obligations on behalf of Client without Client's prior written approval.



10. **Accounts and Records.**

- a. Developer shall keep at its own expense all books of account and other records as are necessary to complete its responsibilities for all tasks named in Exhibit B.
- b. Developer will provide without charge all records (or copies thereof) relating to the Project to Client at the end of the Lease Up and Close-Out Phase described in Exhibit B.
- c. Developer shall maintain all records on an accrual basis in accordance with generally accepted accounting principles. Developer shall provide Client with all financial information as may be needed for Client's approval purposes.
- d. All books and records prepared or maintained by Developer shall be kept and maintained at its offices and shall be available for and subject to audit, inspection and copying by the Client or any representative or auditor thereof or supervisory or regulatory authority. Developer agrees that any supervisory or regulatory authority shall also have the right, in connection with any examination of the Project, to examine and question Developer and its employees with respect to any such books and records, and Developer agrees to cooperate with all such supervisory or regulatory authorities.

11. **Duration and Termination; Default.**

- a. Client shall have the right to terminate this Agreement upon the occurrence of an Event of Default by the Developer (which default shall constitute grounds for termination for cause), and upon written notice to the Developer specifying the nature of such default. An Event of Default shall be defined as the occurrence of any one or more of the following:
  - (i) Developer files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute or law relating to bankruptcy, insolvency, or other relief for debtors, whether federal or state.
  - (ii) Developer fails to perform any of its services in the manner or within the time required herein or commits or permits a breach of or default in any of its duties, liabilities or obligations hereunder and fails to fully cure or remedy such failure, breach or default within thirty (30) days after written notice specifying the nature of such failure, breach or default by Client to Developer, or if such breach or default cannot reasonably be cured within thirty (30) days, fails to commence such cure or remedy within said thirty day period or at any time thereafter fails to diligently prosecute such cure or remedy to completion within ninety (90) days; and

- (iii) Developer fails twice within a six (6) month period to perform its obligations under this Agreement in a timely or satisfactory fashion and thereby materially interferes with the schedule for the completion of the Project; provided that Client has previously notified Developer in writing of prior failures to perform in a timely or satisfactory fashion and Developer has failed to or could not correct such prior failures, and, in one or more subsequent instances, has failed to perform its obligations in a timely or satisfactory fashion.

b. Developer shall have the right to terminate this Agreement upon the occurrence of any default by the Client (which default shall constitute grounds for termination for cause), and upon written notice to the Client specifying the nature of such default. An Event of Default shall be defined as the occurrence of any one or more of the following:

- (i) Client files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute or law relating to bankruptcy, insolvency, or other relief for debtors, whether federal or state.
- (ii) Client fails repeatedly to perform its obligations under this Agreement in a timely or satisfactory fashion and thereby materially interferes with the schedule for the completion of the Project; provided that Developer has previously notified Client in writing of one or more prior failures to perform in a timely or satisfactory fashion and Client has failed to or could not correct such prior failures, and, in one or more subsequent instances, has failed to perform its obligations in a timely or satisfactory fashion.

c. Upon the occurrence of any one of the Events of Default specified in Paragraph 11(a) or 11(b), either party shall have the immediate right to terminate this Agreement and the rights and obligations of the parties set forth in this Agreement. If either party elects to terminate this Agreement, it shall provide written notice of termination to the other party and this Agreement shall be terminated upon expiration of any applicable grace period.

d. In the event of the termination of this Agreement by either party:

- (i) The Project Option shall terminate, and Developer shall be under no obligation to transfer the Project to Client;
- (ii) Client shall have no right to any portion of the Total Developer Fee;
- (iii) Client and Developer shall have no further responsibilities towards each other; and

- (iv) Client and Developer agree to release each other from any and all legal claims that could arise under this Agreement.
  - (v) Developer shall have no obligation to deliver records to Client as envisioned in Paragraph 13.
- 12. **Independent Contractor.** Unless otherwise directed by Client in performing its services hereunder, Developer shall be an independent contractor and not an employee of Client. Developer shall act solely as the agent of Client in the performance of Developer's duties and obligations under this Agreement. Once this Agreement is executed, Developer shall not have the authority to enter into any contracts or agreements on behalf of the Client without the expressed written approval of the Client. All contracts Developer entered into prior to the execution of this Agreement pertaining to the Project, along with the selection of Walsh Construction as Project's general contractor and KASA as Project's architect, shall be deemed approved by Client.
- 13. **Information and Materials.** Developer shall, upon acquisition by Client of the Project, transfer all rights and deliver to Client all written data and information generated by or for Developer in connection with the Project, and drawings, plans, books, records, contracts, agreements and all other documents and writings in its possession relating to its services or the Project. Client shall have the right to use the same without further compensation to Developer. Developer agrees, for itself and all persons retained or employed by Developer in performing its services, to hold in confidence and not to use or disclose to others any confidential or proprietary information of Client heretofore or hereafter disclosed to Developer.

This confidentiality requirement includes but is not limited to any data, information, plans, programs, plants, processes, equipment, costs, operations, tenants, or customers which may come within the knowledge of Developer in the performance of, or as a result of, its services, except where: (i) Client specifically authorizes Developer to disclose any of the foregoing to others or (ii) disclosure reasonably results from the performance of Developer's duties; or (iii) such written data or information shall have theretofore been made publicly available by parties other than Developer.
- 14. **Authority of Developer.** Developer shall have no right or authority, express or implied, to commit or otherwise obligate Client in any manner whatsoever except to the extent specifically provided herein or specifically authorized in writing by Client. This Agreement shall in no way be construed to authorize Developer to engage in any brokerage services or activities of any nature relating to the Project. Developer's responsibilities under this Agreement consist of advising and consulting with Client in connection with certain matters pertaining to the Project. While the Developer is not itself preparing any design or engineering plans or specifications or performing any of the construction or furnishing any of the materials required for the Project, Developer shall work with Client in an effort to

cause the Project to be completed in accordance with the plans and specifications approved by Client within the time and at a price agreed to by Developer and Client.

15. **Taxes and Contributions.** Developer assumes full and exclusive responsibility and liability for withholding and paying, as may be required by law all federal, state and local taxes and contributions with respect to, assessed against, or measured by Developer's earnings hereunder, or salaries or other contributions or benefits paid or made available to any persons retained, employed or used by or for Developer in connection with its services, and any and all other taxes and contributions applicable to its services for which Developer may be responsible under any laws or regulations, and shall make all returns and/or reports required in connection with any and all such laws, regulations, taxes, contributions and benefits.
16. **Burden and Benefit.** The covenants and agreements contained herein shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. Neither party may assign this Agreement without the consent of the other party.
17. **Severability of Provisions.** Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.
18. **No Continuing Waiver.** The waiver of either party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.
19. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.
20. **Terminology.** All personal pronouns used in this Agreement, whether used in the masculine, feminine and neuter gender, shall include all other genders, the singular shall include the plural, and vice-versa as the context may require.
21. **Complete Agreement.** This Agreement is intended to be the entire agreement of the parties and may be amended only with the written consent of both parties.
22. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

*[Signatures on Following Pages]*

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

**CLIENT**

Housing Authority of Clackamas County,  
a public body corporate and politic of the Statue of Oregon

By: 

Its: Executive Director

**DEVELOPER**

Northwest Housing Alternatives, Inc., an  
Oregon nonprofit public benefit corporation

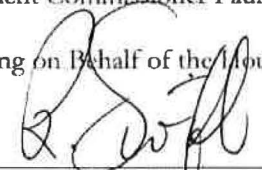
By: \_\_\_\_\_

Its: \_\_\_\_\_

**HOUSING AUTHORITY OF  
CLACKAMAS COUNTY BOARD**

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

Signing on Behalf of the Housing Authority Board



Richard Swift, Director  
Health, Housing and Human Services Department

8.20.18  
Date

List of Exhibits

- A. Option Agreement- Project Option
- B. Roles and Responsibilities Matrix

EXHIBIT A  
Development Services Agreement  
Project Option

**OPTION AGREEMENT – PROJECT OPTION**

THIS OPTION AGREEMENT (“**Agreement**”) is made and entered effective as of July 26, 2018 (the “**Effective Date**”), by and between Housing Authority of Clackamas County, an Oregon housing authority established under ORS 456.050 *et seq.* (“**Optionee**”), and PLEASANT STREET HOUSING LLC, an Oregon limited liability company (“**Owner**”).

**RECITALS**

A. Owner owns that certain real property located at 314 Pleasant Street, Oregon City, OR 97405 as more fully described in the attached Exhibit A-1 attached hereto (the “**Real Property**”).

B. Owner intends to construct and operate on the Real Property housing for chronically homeless and low-income veterans and their families (together with the Real Property, the “**Project**”).

C. Optionee wishes to have an option to purchase the Project after completion of construction, lease up, and stabilization have occurred.

D. Owner is willing to grant Optionee an exclusive option to purchase the Project on the terms and conditions herein stated and the parties wish to evidence their agreement regarding the option.

NOW, THEREFORE, based on the foregoing Recitals and the mutual covenants hereinafter set forth, the parties agree as follows:

**AGREEMENT**

**1. Grant of Option.**

Owner, for and in consideration of value received grants to Optionee the sole and exclusive option (“**Option**”) to purchase the Project in the manner and for the price stated in this Agreement.

1.1 **Property Covered.** The Option covers the Project which comprises:

- (a) The Real Property as defined in Recital A.
- (b) All of the personal property, including appliances and furniture, provided for the use of tenants in the apartments situated on the Real Property, and all personal property of whatsoever nature used in the operation of the Project, situated on any of the Real Property, all leases and rental agreements with respect to the Project,

EXHIBIT A  
Development Services Agreement  
Project Option

and all other agreements pertaining to the operation or financing of the Project to the extent they are to be assumed by the Optionee.

(c) The balances as of Closing of any tenant security deposit account and operating accounts.

(d) All warranties of manufacturers and subcontractors of materials or services to or for the Project.

1.2 **Purchase Price.** The Purchase Price for the Project shall be the sum of the following items, all as defined in that certain Development Services Agreement between Owner and Optionee dated July 26, 2018 (the "**Development Agreement**"): an amount equal to the sum of (i) all outstanding indebtedness of Owner (or Owner LLC) in respect of the Project, plus (ii) any unpaid portion of Owner's Predevelopment Loan and Owner's Predevelopment Loan Interest remaining unpaid, plus (iii) any unpaid portion of the Cash Owner Fee and Deferred Owner Fee; plus (iv) \$10,000. Item (i), above, of the Purchase Price may be paid by Optionee's assumption of all loans from third-party lenders secured by the Project. Items (ii), (iii), and (iv), above, of the Purchase Price shall be paid in cash at Closing as defined below together with a credit for the payment of any third-party loans.

2. **Option Term and Exercise.**

2.1 **Term.** The term of the Option ("**Term**"), shall commence on the Effective Date and, unless otherwise terminated or extended as provided herein, shall continue until 5:00 p.m. Pacific Time on the Termination Date as defined below.

2.2 **Exercise of Option.**

a. At least sixty (60) days prior to the date on which Owner reasonably anticipates that the Project will receive a certificate of occupancy, Owner shall inform Optionee of such date (the "**Occupancy Date**"); provided, however, if such date falls on a Saturday, Sunday, or legal holiday, the Occupancy Date shall be the next business day. Not later than the Occupancy Date, Optionee shall provide evidence reasonably satisfactory to Owner that Optionee has obtained all necessary authorization from its Board of Commissioners to exercise the Option.

b. If Optionee timely demonstrates to Owner that Optionee has been authorized by its Board of Commissioners to exercise the Option, then Optionee shall have sixty (60) calendar days following the Occupancy Date (the "**Termination Date**") to exercise the Option unless such day falls on a Saturday, Sunday, or legal holiday, in which case the Termination Date shall be the next business day.

c. The Option shall be exercised, if at all, no later than 5:00 p.m. Pacific Time on the Termination Date by written notice (the "**Exercise Notice**") delivered to Owner in the manner provided for notices in this Agreement.

d. If Optionee fails to provide evidence of its authority to exercise the Option on or before the Occupancy Date or fails to deliver the Exercise Notice on or before the Termination Date, Optionee shall have no further claim against or interest



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Development Services Agreement  
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in the Real Property or the Project and Optionee shall provide Owner with any instruments that Owner reasonably may deem necessary for the purpose of removing from the public record any cloud on title to the Project that is attributable to the grant or existence of the Option.

**3. Contingencies and Conditions to Closing.**

**3.1 Optionee's Conditions.** Following exercise of the Option, Optionee's obligation to acquire the Project is conditioned on satisfaction of, or waiver by Optionee of, the following conditions to Closing:

a. Consent of all then-existing lenders, grant providers, and regulatory bodies having jurisdiction over the Project to the Optionee's acquisition of the Project and assumption of the Owner's obligations and those of its sole member Northwest Housing Alternatives, Inc., under all applicable loan documents, grant documents, and regulatory agreements.

b. Receipt of evidence reasonably satisfactory to Optionee that at least ninety percent (90%) of the residential units in the Project are occupied by tenants meeting applicable qualifications established in regulatory agreements affecting the Project (if any).

c. Receipt of evidence reasonably satisfactory to the Optionee that the Project has met such debt service coverage requirements necessary to close and fund long-term financing for the Project and repay any commercial construction loan.

d. Receipt of evidence reasonably satisfactory to the Optionee that the Project has been constructed in accordance with the plans and specifications acceptable to Optionee and is free of any mechanic's, materialmen's or similar liens.

e. Approval by Optionee of the form of deed, assignment of leases, assignment of contracts, assignment of guarantees and warranties and bill of sale for all personal property to be delivered to Optionee at closing.

f. Confirmation that a title company satisfactory to Optionee is prepared to issue an ALTA standard form of owner's title policy satisfactory to Optionee insuring Optionee as the fee owner of the Project.

**3.2 Owner's Conditions.** Following exercise of the Option, Owner's obligations to sell the Project is conditioned on satisfaction of, or waiver by Owner of, the following conditions to Closing:

a. Assumption by Optionee of, and release of Owner under, all applicable loan obligations, guaranty obligations, and obligations under applicable regulatory agreements pertaining to the Project.

b. Payment of the Purchase Price.

**3.3 Optionee May Waive Conditions.** Optionee's conditions in Section 3.1 are solely for the benefit of Optionee and may be waived by Optionee in its sole discretion. Any such waiver shall be in writing signed by Optionee.

EXHIBIT A  
Development Services Agreement  
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3.4 **Owner May Waive Conditions.** Owner's conditions in Section 3.2 are solely for the benefit of Owner and may be waived by Owner in its sole discretion. Any such waiver shall be in writing signed by Owner.

Section 4. **Environmental Matters.**

4.1 **Environmental Review.** Owner acknowledges that Optionee will not exercise the Option prior to completion of any federally required environmental review of the Real Property and the Project. During the Term, Optionee shall have the right to undertake such a review of the Real Property as more fully provided in Section 4.2 provided such review does not unduly interfere with ongoing construction activities of Owner or, if undertaken following completion of construction of the Project, the rights of tenants occupying the Project. Optionee's exercise of the Option shall constitute Optionee's acceptance of any and all environmental conditions of the Real Property.

4.2 **Reports and Rights to Inspect.** After mutual execution and delivery of this Agreement, Owner shall provide to Optionee and/or its agents, employees, consultants, and contractors copies of soils, geo-technical, geologic, hazardous materials and other physical tests and inspections undertaken by Owner on the Real Property. At reasonable times and after reasonable notice, Optionee shall provide Optionee access to the Real Property to perform similar tests and inspections at its own expense. Notwithstanding the foregoing and prior to providing access to the Real Property, Optionee shall deliver to Owner proof of commercially-reasonable comprehensive general liability insurance which Optionee agrees to maintain through Closing. Optionee shall restore the Real Property to its condition existing immediately prior to Optionee's inspection thereof. Optionee agrees to indemnify and hold Owner harmless for, from, and against any injury, cost, or liability to persons or property arising out of Optionee's exercise of its rights under this Section 4.2. Optionee's indemnity pursuant to the preceding sentence shall survive the Closing or termination of this Agreement for any reason.

5. **Representations and Warranties of Owner.**

To Owner's actual knowledge, Owner represents and warrants to Optionee as follows:

5.1 As of Closing, the Project will be free and clear of all liens, encumbrances and other adverse claims created by Owner, other than matters that will be disclosed in the Report (defined in Section 6).

5.2 Owner is not a party to, and during the Term shall not become a party to, any lease or other agreement that would affect Owner's ability to deliver title and close the sale contemplated by this Agreement.

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5.3 There are no claims, actions, suits, or other proceedings pending or threatened by any governmental department or agency, or any other corporation, partnership, entity, or person whomsoever, which in any manner or to any extent would affect Owner's ability to deliver title or close the sale contemplated by this Agreement.

5.4 Owner has all valid company authority to close the transaction contemplated by this Agreement.

**Section 6. Title.**

Prior to Occupancy Date, Optionee will obtain a preliminary title report on the Real Property from Title Company, together with legible and complete copies of all documents relating to title exceptions referred to therein (the "**Report**"). Optionee shall notify Owner within **thirty (30)** days after receipt of such Report what exceptions to title, lien and survey matters, if any, based upon the Report are approved and/or disapproved by Optionee. If Optionee fails to provide notice of approved and/or disapproved exceptions within the **thirty (30)**-day period, all exceptions shall be deemed approved. Owner shall have **thirty (30)** days after receipt of Optionee's notice of disapproved exceptions to title, lien and survey matters, if any, to give Optionee notice either (a) that Owner will remove or cure any disapproved exceptions to title, lien and survey matters prior to Closing or (b) that Owner elects not to cause one or more of such title exceptions, liens or survey matters to be removed or cured, provided that Owner shall remove any lien or encumbrance against the Real Property that secures a sum of money (other than real property taxes and assessments which are to be prorated at Closing). If Owner gives Optionee notice under subsection (b), Optionee shall have **thirty (30)** days to elect to proceed with the purchase and accept title to the Real Property, subject to such exceptions and survey matters, or to terminate this Agreement. If Optionee shall fail to give Owner notice of its election within **thirty (30)** days, Optionee shall be deemed to have waived its right to terminate this Agreement by reason of the state of title (but such waiver shall not include the right to terminate this Agreement for reasons not related to the state of title). If any new exceptions to title are discovered and set forth in an amendment to the Report after the date of the first Report, then the same review and objection process shall occur following the issuance of that updated Report, although Optionee may not object to any matters not created or suffered by Owner after the date of the first Report. All title exceptions approved or deemed approved or that otherwise remain after this review and objection process are hereinafter collectively referred to as the "**Permitted Exceptions**."

**Section 7. Closing.**

7.1 **Time and Place.** Closing of the sale and purchase of the Project ("**Closing**") shall occur on a date mutually acceptable to Owner and Optionee provided, however, that it shall occur within **one hundred eighty (180)** days after the Exercise Date ("**Closing Date**"). The escrow for the Closing shall be established at the offices of \_\_\_\_\_ (the "**Title Company**").

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Project Option

7.2 **Closing Obligations.** On the Closing Date, Owner and Optionee shall deposit the following documents and funds in escrow, and the Title Company shall close escrow in accordance with the instructions of Owner and Optionee.

7.2.1 Owner shall deposit the following:

a. An Oregon statutory form Special Warranty Deed (the “**Deed**”), conveying the improved Real Property to Optionee free of encumbrances suffered or created by Owner except the Permitted Exceptions and except for matters that would be disclosed by a correct survey of the Real Property. The Deed shall list and specifically disclaim liability for the Permitted Exceptions.

b. An assignment of leases, assignment of contracts, guarantees and warranties, and a bill of sale pertaining to Project leases, contracts, and personal property.

c. A certificate certifying that Owner is not a “foreign person” as defined in section 1445 of the Internal Revenue Code of 1986, as amended.

d. Such other documents as may reasonably be required to complete the Closing, including such owner’s affidavits as the Title Company may reasonably require.

7.2.2 Optionee shall deposit the following:

a. Such documents as Owner or the Title Company may require to evidence the authority of Optionee to consummate the transaction contemplated.

b. Such other documents and funds, including (without limitation) escrow instructions, as are required of Optionee to close the sale and purchase of the Real Property in accordance with this Agreement.

c. The Purchase Price.

7.3 **Costs.** Optionee and Owner each shall pay one-half of the escrow fee of the Title Company with respect to the Closing. Owner shall pay the premium for the title insurance policy that Owner is obligated to provide to Optionee. Optionee shall pay the fee for recording the conveyance documents referred to herein.

7.4 **Prorations.** All real property taxes and assessments incurred by Owner shall be paid entirely by Optionee together with any utilities, deposits, and other similar charges.

7.5 **Title Insurance Policy.** As soon as practicable after Closing, Owner shall cause the Title Company to issue an Owner’s ALTA Title Insurance Policy with standard coverage, underwritten by a nationally recognized title insurance company, in the amount of the Purchase Price, insuring fee simple title to the Real Property vested in Optionee, subject only to the Permitted Exceptions, the standard printed exceptions, and any new exceptions added in an amended Report that are not subject to objection by Optionee as described in Section 6. Optionee, at its election, may pay the additional incremental premium to obtain an extended Owner’s ALTA Title Insurance Policy, although Owner shall be responsible for fulfilling any other conditions precedent to the

EXHIBIT A  
Development Services Agreement  
Project Option

issuance of an extended Owner's ALTA Title Insurance Policy other than providing a survey.

8. **Optionee's Acceptance.** Optionee's exercise of the Option shall constitute an acknowledgment by Optionee that Optionee has been afforded an opportunity to undertake whatever inspections and tests of the Real Property that Optionee desires. Optionee further acknowledges that neither Owner nor any agent of Owner has made any representation or warranty, express or implied, about the condition of the Real Property or the improvements located thereon including, but not limited to, the environmental condition above or below the surface of the Real Property, compliance with environmental laws or other governmental requirements, the accuracy or completeness of any third-party reports provided by Owner to Optionee, or the location of corners or boundaries of the Real Property. On the Closing Date, Optionee will acquire the Real Property in the condition existing at the time of Closing, "AS IS", with all defects, latent and patent, if any. Effective on the Closing Date, Optionee waives, releases, and forever discharges Owner and Owner's representatives and agents, and Owner's successor's and assigns, of and from all claims, actions, causes of action, fines, penalties, damages (including consequential, incidental, and special damages), costs, expenses and fees, direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way growing out of or in connection with any physical characteristic or condition of the Real Property, including any surface or subsurface condition, or any law, rule, or regulation applicable to the Real Property. This release shall survive Closing and delivery of the Deed.

9. **Notices.**

All notices required or permitted to be given shall be in writing and shall be deemed given and received (a) upon the date of personal service, (b) three (3) days after deposit in the United States Mail, certified or registered mail, postage prepaid, return receipt requested, or (c) upon being sent by facsimile transmission with evidence of a successful transmission by the sender, addressed as follows:

To Owner:        NORTHWEST HOUSING ALTERNATIVES  
                         13819 SE MCLOUGHLIN  
                         MILWAUKIE, OR 97222

Fax No.: 503-654-1319

To Optionee:    HOUSING AUTHORITY OF CLACKAMAS COUNTY  
                         13900 S GAIN STREET  
                         OREGON CITY, OR 97045

Fax No.: 503-650-3538

EXHIBIT A  
Development Services Agreement  
Project Option

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in any manner other than the manner set forth above shall be effective when received by the party for whom it is intended.

**10. Attorney Fees.**

If suit or action is instituted in connection with this Agreement, including an action to collect any amount due hereunder, or any portion thereof, or an action to rescind this Agreement, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in such suit or action and if any appeal is taken from any judgment or decree in such suit or action, the losing party agrees to pay such further sum as the appellate court shall adjudge reasonable as the prevailing party's attorney fees on such appeal.

**11. Real Estate Commission.**

Owner and Optionee each agree to defend, indemnify, and hold the other free and harmless from and against all claims for brokerage commissions or fees and/or finder's fees by any person or entity claiming to have been retained by such party in connection with this transaction and to be the procuring cause of this transaction for the benefit of such party.

**12. Governing Law; Interpretation.**

The laws of Oregon shall govern this Agreement. If a court of competent jurisdiction holds any portion of this Agreement to be void or unenforceable as written, Owner and Optionee intend that (a) such portion of this Agreement be enforced to the extent permitted by law and (b) the balance of this Agreement remain in full force and effect.

**13. Time Is of the Essence.**

Time is of the essence of this Agreement.

**14. Assignment and Authority to Execute.**

14.1 Neither Owner nor Optionee shall assign its rights under this Agreement without the written consent of the other party.

14.2 Each person executing this Agreement on behalf of Owner and Optionee, respectively, warrants his/her authority to do so.

EXHIBIT A  
Development Services Agreement  
Project Option

15. **HUD Disclosures.** The acquisition of the Real Property and Project may be financed in part with the assistance of Housing and Urban Development funds. Therefore, the following disclosures are made:

15.1 Optionee, as a housing authority established under ORS Chapter 456, possesses the power of eminent domain pursuant to ORS 456.145. Optionee certifies that Optionee shall not exercise its power of eminent domain to acquire the Real Property if negotiations fail to result in an agreement amicable to both parties or if Optionee fails to exercise its Option under this Agreement;

15.2 Owner and Optionee have agreed upon the purchase price following free negotiations between the Owner and Optionee.

16 **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument.

17. **Statutory Disclaimer.**

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 REAL 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 REAL 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.

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



EXHIBIT A  
Development Services Agreement  
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ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, ORS 195.301, AND ORS 195.305 TO 195.336 AND OREGON LAWS 2007, CHAPTER 424, SECTIONS 5 TO 11, OREGON LAWS 2009, CHAPTER 855, SECTIONS 2 TO 9 AND 17, AND OREGON LAWS 2010, CHAPTER 8, SECTIONS 2 TO 7. 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 ORS 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, ORS 195.301 AND ORS 195.305 TO 195.336 AND OREGON LAWS 2007, CHAPTER 424, SECTIONS 5 TO 11, OREGON LAWS 2009, CHAPTER 855, SECTIONS 2 TO 9 AND 17, AND OREGON LAWS 2010, CHAPTER 8, SECTIONS 2 TO 7.

*[Signature Page Follows]*



EXHIBIT A  
Development Services Agreement  
Project Option

IN WITNESS WHEREOF, Owner and Optionee have executed this Option Agreement as of the Effective Date appearing above.

OWNER  
PLEASANT STREET HOUSING LLC, an  
Oregon limited liability company

By: Northwest Housing Alternatives, Inc.  
an Oregon nonprofit corporation, its  
member and manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

OPTIONEE  
Housing Authority of Clackamas County

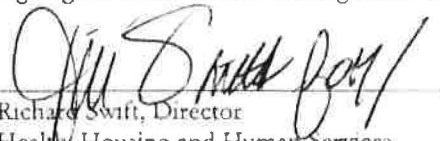
By: 

Title: 9/17/18

**HOUSING AUTHORITY OF  
CLACKAMAS COUNTY BOARD**

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

Signing on Behalf of the Housing Authority Board

  
Richard Swift, Director  
Healthy, Housing and Human Services  
Department

9/17/18  
Date

EXHIBIT A  
Development Services Agreement  
Project Option

Exhibit A-1 to Option Agreement  
Legal Description

PART OF THE WM. HOLMES DONATION LAND CLAIM IN SECTION 32, TOWNSHIP 2 SOUTH, RANGE 2 EAST, OR THE WILLAMETTE MERIDIAN, IN THE CITY OF OREGON CITY, COUNTY OF CLACKAMAS AND STATE OF OREGON, DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT 10.00 FEET NORTH AND 208.8 FEET WEST OF THE NORTHEAST CORNER OF PLEASANT PLACE, ACCORDING TO THE DULY RECORDED PLAT THEROF, NOW WITHIN THE CITY LIMITS OF OREGON CITY, OREGON, WHICH BEGINNING POINT IS THE SOUTHEAST CORNER OF THE TRACT OF LAND CONVEYED TO MARTIN VAN DONGE, BY DEED RECORDED NOVEMBER 24, 1908 IN BOOK 106, PAGE 406, RECORDS OF CLACKAMS COUNTY, OREGON; THENCE NORTH ALONG THE EAST LINE OF THE SAID VAN DONGE LAND 157.80 FEET, MORE OR LESS, TO THE SOUTH LINE OF DARLING'S ADDITION TO OREGON CITY, OREGON; THENCE EAST ALONG THE SOUTH LINE OF DARLING'S ADDITION AFORESAID TO AN IRON PIPE ON THE WEST SIDE OF MOLALLA AVENUE; THENCE SOUTHWESTERLY ALONG THE WESTERLY SIDE OF THE OLD TERRITORIAL ROAD 2.75 CHAINS, MORE OR LESS, TO THE INTERSECTION WITH THE NORTHERLY LINE OF CAUFIELD STREET; THENCE WESTERLY ALONG SAID NORTHERLY LINE A DISTANCE OF 217 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

After recording return to:  
Housing Authority of Clackamas County  
13900 S Gain Street  
Oregon City, Oregon 97045

## MEMORANDUM OF OPTION

BETWEEN:           Housing Authority of Clackamas County           ("Optionee")

AND:                Pleasant Street Housing, LLC                               ("Owner")

Pursuant to that certain Option Agreement dated as of July 26, 2018 (the "Option "), Owner has granted Optionee an option to purchase the Real Property in Clackamas County, Oregon, described in Exhibit A which is attached hereto and incorporated herein (the "Property").

This Memorandum of Option is executed to evidence and confirm the Option to which reference is made for its terms and conditions, and for the purpose of constituting notice of Optionee's interest in the Real Property.

The Option provides, among other things, for an option term commencing on July 26, 2018, and terminating, unless extended, on the Termination Date as defined in the Option.

*[remainder of page intentionally blank, signatures on next page]*

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option as of the date first written above.

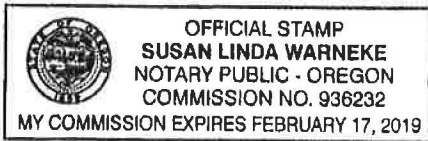
**HOUSING AUTHORITY OF CLACKAMAS COUNTY**  
**A public body corporate and politic of the State of Oregon**

By: *Chuck Robbins*  
Name: Chuck Robbins  
Title: Executive Director

STATE OF OREGON            )  
  ) ss.  
County of Clackamas

This instrument was acknowledged before me this 18<sup>th</sup> day of Sept., 2018, by Chuck Robbins as the Executive Director of Housing Authority of Clackamas County, Oregon.

*Susan L. Warneke*  
Notary Public of Oregon



**Pleasant Street Housing LLC, an Oregon limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF OREGON            )  
  ) ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ as \_\_\_\_\_ of Pleasant Street Housing, LLC.

\_\_\_\_\_  
Notary Public of Oregon

Exhibit A to Memorandum of Option  
Legal Description

PART OF THE WM. HOLMES DONATION LAND CLAIM IN SECTION 32, TOWNSHIP 2 SOUTH, RANGE 2 EAST, OF THE WILLAMETTE MERIDIAN, IN THE CITY OF OREGON CITY, COUNTY OF CLACKAMAS AND STATE OF OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 10.00 FEET NORTH AND 208.8 FEET WEST OF THE NORTHEAST CORNER OF PLEASANT PLACE, ACCORDING TO THE DULY RECORDED PLAT THEROF, NOW WITHIN THE CITY LIMITS OF OREGON CITY, OREGON, WHICH BEGINNING POINT IS THE SOUTHEAST CORNER OF THE TRACT OF LAND CONVEYED TO MARTIN VAN DONGE, BY DEED RECORDED NOVEMBER 24, 1908 IN BOOK 106, PAGE 406, RECORDS OF CLACKAMAS COUNTY, OREGON; THENCE NORTH ALONG THE EAST LINE OF THE SAID VAN DONGE LAND 157.80 FEET, MORE OR LESS, TO THE SOUTH LINE OF DARLING'S ADDITION TO OREGON CITY, OREGON; THENCE EAST ALONG THE SOUTH LINE OF DARLING'S ADDITION AFORESAID TO AN IRON PIPE ON THE WEST SIDE OF MOLALLA AVENUE; THENCE SOUTHWESTERLY ALONG THE WESTERLY SIDE OF THE OLD TERRITORIAL ROAD 2.75 CHAINS, MORE OR LESS, TO THE INTERSECTION WITH THE NORTHERLY LINE OF CAUFIELD STREET; THENCE WESTERLY ALONG SAID NORTHERLY LINE A DISTANCE OF 217 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Rs = Responsible  
 I= Input  
 As = Assist  
 Ap = Approval Rights

Exhibit B

Blank spaces mean no role.

**"Responsible"** means an organization leads a task and is accountable for ensuring its successful completion. When the other organization has an Input role on a topic, the Responsible organization shall have the obligation to seek agreement on that topic through timely communications. If such agreement cannot be obtained within timeframes required to meet deadlines or continue operations in a business-like manner, the Responsible organization is authorized to make a decision regarding the topic. R

**"Input"** means an organization has the option of providing information and/or advice to the organization responsible for a task. I  
**"Assist"** means the organization must aid the Responsible organization with timely information and/or work product so that the Responsible organization can successfully complete its obligations. In these circumstances, the Responsible Organization must clearly define the information or work product that is required and on what timeframe. AS

**"Approval Rights"** arise in circumstances where decisions have long-term implications for WNHS or NHA. When WNHS has approval rights, NHA cannot complete a task without WNHS approval, even if NHA is the Responsible organization for that task. When NHA has approval rights, same logic applies. AR

Task	NHA	HACC	Notes
<b>ACQUISITION AND INTERIM PERIOD</b>			
Negotiate purchase price and obtain site control.	R	N/A	Complete
Commission / Review Phase 1, Appraisal, Title Report, Survey and Utilities scopes and other reports as needed.	R	N/A	Complete
Prepare preliminary budget and development program in sufficient detail to ensure project's short and long term financial feasibility	R	N/A	Complete
Obtain Acquisition Funding.	R	N/A	Complete
Select legal counsel for acquisition.	R	N/A	Complete
Create legal entities; maintain state and federal corporate and tax filings as appropriate.	R	N/A	Complete
Select insurance carrier.	R	N/A	Complete
<b>PREDEVELOPMENT (GENERALLY)</b>			
Pursue Longer-Term Section 8 contract options if available	AS	R	Complete
Obtain predevelopment financing.	R		Complete
Select architect.	R		Complete
Select general contractor.	R		Complete
Select geotechnical engineer, if appropriate.	R		Complete
Select land use consultant, if appropriate.	R		Complete
Apply for property tax abatement under 307.540 or equivalent	AS	R	
Negotiate agreements with social service partners to develop Resident Services Plan required by OHCS.	I	R	Would HACC want NHA to perform RS as a contracted service- Resident services plan must be submitted prior to construction closing in Sept 2018
<b>PREDEVELOPMENT (DESIGN AND CONSTRUCTION)</b>			



Rs = Responsible  
 I= Input  
 As = Assist  
 Ap = Approval Rights

Blank spaces mean no role.

Task	NHA	HACC	Notes
Authorize hard and soft cost payments and cut checks as appropriate.	R	AS	NHA is first to review and approve costs during construction draws
Maintain change in conditions log.	R		Covers both unexpected added costs and incorporation of add alternates.
Approve change orders.	R	AR	
Obtain financing partner approvals for all change orders.	R		
Authorize use of hard cost contingency.	R	I	
Assure continued compliance with all financial partners and regulatory agencies.	R	AS	
Approve substantial completion.	R		
Ensure posting and recording of Completion Notice.	R		
Manage construction close-out process. Includes all necessary updates for ALTA survey, lien-free compliance, final permitting sign-off, and satisfying financing partners requirements for construction completion.	R	AS	
Create "quick reference guide" for property and asset managers that provide simplified and key details on building systems.	R	I	
Create tenant education guide for use by property management / resident services that explains building's new systems, green features, and how best to care for their unit.	R	AS	
Oversee all warranty inspections that occur within one year of substantial completion.	R	AS	
Perform "one year" analysis of building energy performance.	AS	R	
<b>Lease Up and Closeout</b>			
Continue managing draw process and invoicing.	R		
Continue providing regular accounting of development costs as required by the partnership and participating financial partners until final capital contribution arrives from equity investor.	R		
Finalize Tenant Selection Plan (TSP)	R	I	
Obtain utility information authorization from tenants through lease signing process.	AS	R	
Perform ongoing asset management responsibilities including supervision of the property management firm, review and approval of annual budget, supervision of provision of social services.	AS	R	At permanent conversion, this responsibility shifts to HACC with NHA assisting as necessary.
Hire/Contract site staff and management agency	AS	R	
Coordinate and manage waitlist opening	I	R	
Oversee management efforts on marketing and actual lease up of units	AS	R	
Coordinate with agency partners for veteran services and other support	AS	R	
Complete permanent conversion closing.	R	AS	
<b>Miscellaneous</b>			
Manage media contact throughout development & lease up.	AS	R	
Arrange for and coordinate meetings with neighborhood(s), business, community or government groups, as appropriate.	R	I	
Provide complete bookkeeping and accounting records for all development costs during predevelopment and construction phases.	R		
Apply for green building awards or certifications as agreed to or available.	R	AS	
Manage project grand opening event.	R	AS	
Establish on-going RS to project per RS plan and funding requirements.		R	depends on whether HACC would like RS services
Maintain long-term Asset Management of project.		R	





OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

**Stephen L. Madkour**  
County Counsel

**Kathleen Rastetter**  
**Scott C. Ciecko**  
**Amanda Keller**  
**Nathan K. Boderman**  
**Shawn Lillegren**  
**Jeffrey D. Munns**  
**Andrew R. Naylor**  
**Andrew Narus**  
**Sarah Foreman**  
Assistants

April 30, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Ordinance \_\_\_-2020 Amending Clackamas County Code  
Chapter 2.05.200 – Layoff and Seniority of the Personnel Policies and Procedures for  
Clackamas County Employees and Declaring an Emergency

<b>Purposes/Outcome</b>	To amend County Code Chapter 2.05 to clarify that non-represented employees do not have bumping rights in the event of a layoff.
<b>Dollar Amount and Fiscal Impact</b>	Costs savings of clarifying and simplifying the layoff process for non-represented employees is difficult to calculate. No increased cost associated with the change.
<b>Funding Source</b>	Not applicable.
<b>Duration</b>	Indefinite until amended.
<b>Previous Board Action</b>	County Code 2.05.200.4, which defines the bumping procedure in the event of a layoff, was codified July 2000 and has been amended twice since then. This matter was presented at Issues on January 14 and April 21, 2020.
<b>Strategic Plan Alignment</b>	Build Public Trust through Good Government
<b>Contact Person</b>	Andrew Narus, Assistant County Counsel

**Background:**

This matter previously came before the Board during the Issues session on January 14, 2020, and again on April 21, 2020. During the January 14 Issues session, the Board requested that non-represented employees be given the opportunity to provide input on the proposed changes and Administrator Schmidt scheduled a forum for employees to provide input. Generally, non-represented employees were either unaware of this Code provision or supportive of the change.

Currently, 2.05.200.4 sets out a bumping procedure for all regular employees in the classified service, including non-represented employees. In the event of a reduction in the workforce, employees whose positions are being eliminated are “permitted to exercise bumping rights by displacing a classified employee with less seniority in a different classification with the same salary grade or lower in the department, provided that the bumping employee is qualified to do the work . . .” The proposed Code change would eliminate the right of non-represented employees to bump down into other non-represented positions.

Eliminating bumping rights for non-represented employees would allow for a more efficient layoff process, in the event a reduction of force is necessary, and would ensure that the employees who are retained have the knowledge, skills, abilities, and professional experience to ensure efficient operations at the County following the layoff, consistent with County Code 2.05.200.3 (Layoff Order).

The other jurisdictions surveyed do not permit non-represented employees to bump down in the event of a layoff, including City of Portland, Multnomah County, Washington County, City of Vancouver, and Metro. The proposed change would align our layoff process for non-represented employees with our regional partners.

Finally, the proposed modification would not affect bumping procedures for represented employees, who rely on a bargained-for bumping process set out in their collective bargaining agreements with the County.

**Recommendation:**

Staff respectfully request the Board hold a public hearing on the first reading of this ordinance and provide any requested changes and then schedule for a second reading and adoption and declare an emergency upon adoption at the second reading.

Respectfully submitted,

*/s/ Andrew Narus*

Andrew Narus  
Assistant County Counsel

**ORDINANCE NO. \_\_-2020**

**An Ordinance Amending Clackamas County Code  
Chapter 2.05.200 – Layoff and Seniority of the Personnel Policies and Procedures  
for Clackamas County Employees and Declaring an Emergency**

**Whereas**, Chapter 2.05 - Personnel Policies and Procedures for Clackamas County Employees was adopted in 2000 and amended twice over the past 20 years; and

**Whereas**, it has become apparent that the County Code provisions related to the layoff and bumping procedures for non-represented employees are in need of modification; and

**Whereas**, such modification is necessary to ensure that a reduction of force involving non-represented employees occur in an efficient manner designed to retain employees who possess skills, knowledge, and abilities required for ongoing operations in all positions and classifications;

**NOW, THEREFORE, THE CLACKAMAS COUNTY BOARD OF COMMISSIONERS  
ORDAINS AS FOLLOWS:**

Section 1: Chapter 2.05.200 is amended as depicted in Exhibit A, attached hereto and incorporated by this reference.

Section 2: Emergency Clause. The Board of Commissioners hereby finds and declares that due to the need to amend the Code and apply the new standards for employees, an emergency exists that requires the Ordinance to take immediate effect. Accordingly, this Ordinance shall be effective upon its adoption.

ADOPTED this \_\_ day of \_\_\_\_\_, 2020.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

**Exhibit A to Ordinance No. \_\_\_-2020**  
**Showing Proposed Changes to 2.05.200.4 of the County Code**

**2.05.200 Layoff and Seniority**

\* \* \* \* \*

**2.05.200.4 Bumping Procedure**

When an employee is laid-off due to a reduction in the work force, the employee shall be permitted to exercise bumping rights by displacing a classified employee with less seniority in a different classification with the same salary grade or lower in the department, provided that the bumping employee is qualified to do the work as determined by the appointing authority and the Director of Employee Services. For bumping purposes, seniority will be defined as length of continuous service within the County. This provision does not apply to non-represented employees.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 07-2005, 11/3/05; Amended by Ord. 04-2007, 4/26/07]

April 30, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Housing and Community Development 2020 Action Plan

<b>Purpose/Outcomes</b>	Approval of the 2020 Action Plan and the 2020-2021 Funding Recommendations.
<b>Dollar Amount and Fiscal Impact</b>	Application for \$2,258,706 in Community Development Block Grant (CDBG) funds, \$1,045,044 in HOME funds, and \$187,353 in Emergency Solutions Grant (ESG) funds during the 2020 program year.
<b>Funding Source</b>	U.S. Department of Housing and Urban Development grant funds. No County General Funds are involved.
<b>Safety Impact</b>	N/A
<b>Duration</b>	Effective July 1, 2020 and terminates on June 30, 2021
<b>Previous Board Action</b>	A Public Hearing with a review of the past performance of the Housing and Community Development program, proposed Action Plan, and public testimony on the County's housing and community development needs was held on April 9, 2020.
<b>Counsel Review</b>	NA
<b>Contact Person</b>	Mark Sirois, Community Development Manager - (503) 655-8591
<b>Contract No.</b>	NA

**BACKGROUND:** The Action Plan implements the goals and objectives of the 4<sup>th</sup> year of the 2017-2021 Consolidated Plan and serves as the annual application for HUD funding. The Plan also includes a list of Funding Recommendations for projects selected for funding in the 2020 program year.

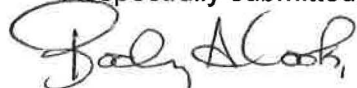
The 2020 projects were selected from applications submitted during a competitive Request for Proposals process in November and December of 2019. Applications were reviewed by CD staff and Funding Recommendations were reviewed and approved by the CD Policy Advisory Board. The Public Hearing included a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

**RECOMMENDATION:**

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

- 1) Approve the 2020 Action Plan;
- 2) Authorize the Director of the Department of Health, Housing and Human Services to sign on behalf of Clackamas County all documents necessary for submitting applications, receiving funds, and amending applications for programs and projects included in the Action Plan.

Respectfully submitted,

 Gady Alon, HHS Deputy Director / FOR

Richard Swift, Director

Attachments:

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

**Draft Funding Recommendations**  
**for the**  
**2020-2021 Community Development Block Grant Program**  
**and the**  
**2020-2021 HOME and Emergency Shelter Grant Programs**

**Community Development Block Grant**  
**City Projects**

**2020**

**2021**

**Canby**

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

**Estacada**

- |   |           |
|---|-----------|
| <b>2. Estacada Economic Development CLT Gap Financing</b>   | \$120,000 |
| Funding for the City of Estacada to assist Sauter in the creation of four jobs benefiting the Estacada community. The specialized wood processing plant will be a state of the art facility can compete globally and locally. |           |

- |   |           |
|---|-----------|
| <b>3. ADA Main Street and NE 6th Street Crossing</b>  | \$110,000 |
| Improvement at the intersection of Main & NE 6 <sup>th</sup> Ave to reduce the crossing distance for pedestrians and improve visibility of pedestrians for drivers. Adding an ADA accessible crosswalk across NE 6th. |           |

**Sandy**

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

**Gladstone**

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

**West Linn**

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

**Community Development Block Grant  
Countywide**

	<b>2020</b>	<b>2021</b>
<b>7. HeadStart Building Improvements</b> HeadStart preschool for low-income students building and property improvements in Estacada.		\$150,000
<b>8. Weatherization Mobile/Manufactured home roofing project</b> Roof Replacement for owner occupied mobile/manufactured homes located in parks throughout Clackamas County.	\$75,000	\$75,000
<b>9. 2020 2021 Housing Rehabilitation Program</b> Housing Rehabilitation Programs provide needed home-repair low interest loans and grants to low income households throughout Clackamas County.	\$536,606	\$488,506
<b>10. Sandy New County Health Clinic</b> Funding to complete a new clinic in Sandy that will provide dental, health and counseling services to low and moderate income individuals and families in the greater Sandy area.	\$350,000	
<b>11. Security Enhancements for The Village Emergency Shelter</b> Clackamas Womens Services homeless shelter Security gate installation and other safety improvements.	\$ 17,100	
<b>12. Estacada Community Center HVAC Project</b> Replace 6 aged all-in-one Heat Pumps located on roof of Estacada Community Center		\$66,400
<b>13. Janssen Road Permanent Supportive Housing</b> Interior & Exterior rehabilitation of Janssen Road Apartments, a 9 unit permanent supportive housing project for low-income families.		\$265,000
<b>14. Love INC. Facility For Homeless Services</b> Funding to build a centralized hub to increase accessibility and effectiveness of resources and support for an increasing number of low income households in Clackamas County.	\$450,000	



<b>15. Molalla Adult Center HVAC Upgrades</b> Molalla Adult Community Center upgrades will provide regulated temperatures and efficiency to a Center that serves as a registered Warming Center and Cooling Center in Clackamas County.	\$100,000	
<b>16. WeBUILT 2 Property Purchase in Clackamas</b> Purchase property adjacent to current project to build 8 larger living units for disabled persons with job development activities matching veteran mentors to disabled persons desiring work.		\$245,000
<b>17. Optional Emergency Assistance</b> Emergency assistance to individuals or agencies for emergency assistance due to a fire, landslide, snowstorm, flood or other such emergency.	\$20,000	\$25,000

**Community Development Block Grant**

**PUBLIC SERVICES**

**2020**

**2021**

<b>18. Clackamas County Employment Investment Program</b> The Clackamas County Employment Investment Program (CCEIP) assists low-income Clackamas County residents with significant barriers to employment on their path to self-sufficiency.	\$50,000	\$40,000
<b>19. Clackamas County Housing Rights and Resources</b> Housing Rights & Resources is a partnership between Clackamas County Social Services, Legal Aid & Fair Housing Council to promote fair housing & furthers housing opportunity for all.	\$125,000	\$125,000
<b>20. CWS Children's Programming for Victims of DV and Child Abuse</b> Mobile advocacy and safety planning for children and families in rural and marginalized communities.	\$15,000	\$15,000
<b>21. NHA Annie Ross House Shelter</b> Operating funds for Northwest Housing Alternatives' Annie Ross House, an emergency shelter for families with children experiencing homelessness.	\$50,000	\$50,000

**ADMINISTRATION and PLANNING**

<b>22. Grant Administration and Planning</b> CDBG grant administration, planning, monitoring and reporting.	\$450,000	\$450,000
<b>23. Clackamas County Point in Time Count</b> Planning, data collection, reporting and evaluation for 2021 and 2023 homeless counts. Special efforts to reach underserved populations, veterans, unaccompanied youth & rural homeless.	\$15,000	\$15,000

**CDBG GRANT SUB-TOTAL      \$2,558,706      \$2,258,706**

\*Note: 2020 amount includes \$300,000 of CDBG funds carried forward from prior year

**HOME Investment Partnerships Act  
Countywide**

	<b>2020</b>	<b>2021</b>
<b>24. Tenant Based Rental Assistance Program</b> TBRA Program will assist individual households who are homeless or at risk of becoming homeless. Maximum assistance is 24 months and may be used for rent, utility costs, security deposits, and/or utility deposits.	\$100,000	\$100,000
<b>25. HOME Multifamily Housing Project</b> Multifamily Housing Project to be determined	\$2,114,540	\$814,540
<b>26. Community Housing Development Organization (CHDO)</b> HOME funds for CHDO Operating Funds	\$26,000	\$26,000

**ADMINISTRATION**

<b>27. HOME Grant Administration</b> Grant administration, contracts, annual project monitoring and reporting to HUD.	\$104,504	\$104,504
---	-----------	-----------

**HOME Grant Sub-Total      \$2,345,044      \$1,045,044**

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

**Emergency Solutions Grant  
Unincorporated/Countywide Projects**

**2020**

**2021**

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<b>28. CWS Emergency Shelter for Domestic Violence Survivors</b> Funding to continue the operation of emergency shelter services for homeless households fleeing domestic and/or sexual violence. Services include shelter, case management, housing referrals, mental health counseling and nutrition.	\$41,254	\$41,254
<b>29. NHA Annie Ross House Emergency Homeless Shelter</b> ESG funding to support Annie Ross House Emergency Shelter operations that serves families with children who are currently experiencing homelessness.	\$58,746	\$58,746
<b>30. ESG Rapid Rehousing</b> Housing stabilizations services to individuals and families with eviction notices including case management and financial assistance to prevent homelessness.	\$25,000	\$25,000

**ADMINISTRATION and PLANNING**

<b>31. ESG Grant Administration</b> Emergency Solutions Grant (ESG) grant administration, contract monitoring and reporting	\$14,050	\$14,050
<b>32. Emergency Solutions Grant HMIS</b> Funding for ESG Homeless Management Information System to maintain data quality, measure performance, user licensing/training and reporting to HUD.	\$48,303	\$48,303

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

*Next page – Continuum of Care*

**Continuum of Care  
Unincorporated/Countywide Projects**

**2020**

**2021**

<b>33. Continuum of Care (CoC) Planning</b> CoC funding to coordinate and coordinate the homeless count efforts across the county and submit annual funding applications for over \$2 million of HUD Continuum of Care (CoC) funding for county agencies and non-profit providers of services and housing to homeless persons in Clackamas County.	<b>\$70,591</b>	<b>\$70,591</b>
<b>34. CoC HMIS</b> CoC funding to operate the Homeless Management Information System (HMIS), train users, collect data, validate data and report data to HUD.	<b>\$70,862</b>	<b>\$70,862</b>
<b>35. Youth Homelessness Demonstration Project Planning</b> Planning, community coordination and outreach to Secure grants to prevent and end youth homelessness	<b>\$53,298</b>	

**CoC Grant Sub-Total                    \$ 194,751                    \$ 141,453**

**All Grants (CDBG, HOME, ESG and CoC) Grand Total    \$5,285,854                    \$3,632,556**

# CLACKAMAS COUNTY

## HOUSING AND COMMUNITY DEVELOPMENT

### 2020 ACTION PLAN



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

**APRIL 2020 DRAFT**

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Annual Action Plan  
2020

1

Chair: Jim Bernard

Commissioner: Sonya Fischer

Commissioner: Ken Humberston

Commissioner: Paul Savas

Commissioner: Martha Schrader

County Administrator  
Gary Schmidt

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Sherilyn Lombos, City of Tualatin

**DEPARTMENT OF HEALTH, HOUSING AND HUMAN SERVICES**

Director of Health, Housing and Human Services  
Richard Swift

Community Development Division  
Pamela Anderson, Manager  
Mark Sirois, Manager

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## **Executive Summary**

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

#### **1. Introduction**

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

## **2. Summarize the objectives and outcomes identified in the Plan**

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

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

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

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

## **3. Evaluation of past performance**

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

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

communities and non-profit partners do bring private resources to leverage the federal funds. Clackamas County Community Development Division continues to expend federal funds efficiently and effectively within the bounds of federal regulations. Slow moving projects are cancelled allowing funds to be reallocated to projects that are on track to be completed as scheduled.

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

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

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

#### **4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

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

The community participation process for selecting Clackamas County's fair housing goals included 10 public meetings, three separate surveys during April, May and June of 2016 and consultations with 23 community agencies. A total of 310 people responded to a community survey, a public housing resident survey and a Spanish language survey. Some surveys were mailed to groups and all surveys were available on paper and online.

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

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

The 2020 Action public participation process included newspaper advertisements, email distribution of meeting notices, a public meeting on October 30, 2019 and on November 14, 2019. The Draft Action Plan was posted on our website for public review and comment on March 18, advertised in local newspapers and an email notice was sent to a list of persons interested in our community development program. The review and comment period closed on April 20. All comments were accepted and are included in this plan as Appendix A.

On February 26, 2020, a meeting with homeless services providers (Continuum of Care) and a public hearing with the Board of County Commissioners on April 9, 2020. The Action Plan is scheduled to be approved by the Board for submittal to HUD on April 30, 2020 in a public hearing.

## **5. Summary of public comments**

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

Public meetings were held on October 30, 2019, November 14, 2019 and April 9, 2020 to gather public comments on housing and community development needs.

Comments were in favor of proposed projects and requested additional affordable housing options throughout the county. Public comments included inquiries into the timeline for next funding cycle, proposed projects and services and the CDBG, HOME and ESG application process.

The draft 2020 Action Plan will be posted for review and comment from March 18, 2020 to April 20, 2020. Comments submitted by email suggested more homeless services and affordable housing options.

The final plan will be approved by the board on April 30, 2020.

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

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

## **7. Summary**

The public comment period on the 2020 Action Plan was from March 18 to April 20, 2020 and the public hearing was held on April 9, 2020. All comments were in support of homeless services, affordable housing projects and first time home owner programs. All comments were accepted and are included in Appendix A. The Board of County Commissioners are scheduled to review and approve the final plan on April 30, 2020.

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

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

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

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

**Table 1 – Responsible Agencies**

**Narrative (optional)**

Clackamas County Community Development is a division within the larger Clackamas County Health, Housing and Human Services Department that includes the Behavioral Health, Public Health, Health Centers, Social Services, the (public) Housing Authority, Community Solutions (workforce programs) and Children Youth and Families divisions. Clackamas County receives no HOPWA funds. Services for persons with AIDS are provided by the Cascade AIDS Project (CAP) in the nearby City of Portland, Oregon.

**Consolidated Plan Public Contact Information**

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

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

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

Staff Contacts:

Mark Sirois, Community Development Manager: 503-655-8591 or at [marksir@clackamas.us](mailto:marksir@clackamas.us)

Pamela Anderson, Community Development Manager: 503-655-8591 or at [panderson@clackamas.us](mailto:panderson@clackamas.us)

Steve Kelly, Project Coordinator: [stevekel@clackamas.us](mailto:stevekel@clackamas.us)

Amy Council, Project Coordinator: [acouncil@clackamas.us](mailto:acouncil@clackamas.us)

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

### **1. Introduction**

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

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

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

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

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

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



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

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

H3S Community Development Division (CDD) personnel administer the Continuum of Care (CoC) annual renewal application process and the Homeless Management Information System (HMIS). The same CDD office uses CDBG, ESG and CoC funds to support homeless services and for the Homeless Point in Time (PIT) count of homeless persons. The PIT is conducted with over 150 volunteers coordinated by the Social Services Division.

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

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

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

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

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

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

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

**Table 2 – Agencies, groups, organizations who participated**

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

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

4	<b>Agency/Group/Organization</b>	CLACKAMAS COUNTY
	<b>Agency/Group/Organization Type</b>	Housing PHA Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless Services-Health Services-Employment Service-Fair Housing Services - Victims Services - Narrowing the Digital Divide Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources Agency - Emergency Management Other government - County
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Clackamas County Health, Housing and Human Services (H3S) Department includes; a public housing authority, a community development division, a public health division, a social services division, a behavioral health division and a primary care division. H3S is often a convener of agencies to apply for funding, build facilities and provide services to vulnerable populations. In some cases the county provides the services, and in other cases non-profit agencies provide the housing or services. Consultation with the County Public Health Division on lead-based paint hazards is guided by State of Oregon Health Authority (OHA). If there is a complex case or child whose blood lead levels are not improving, an inspection of the home environment can be done, this is requested from OHA. OHA also provides the follow up on adult/occupational high lead level reports.
5	<b>Agency/Group/Organization</b>	CENTRAL CITY CONCERN
	<b>Agency/Group/Organization Type</b>	Housing Services-Persons with Disabilities Services-homeless Business Leaders
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	This agency provides services and housing through the homeless Continuum of Care.
6	<b>Agency/Group/Organization</b>	CASCADIA BEHAVIORAL HEALTHCARE
	<b>Agency/Group/Organization Type</b>	Housing Services-Persons with HIV/AIDS Business and Civic Leaders

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy HOPWA Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	This agency is part of the homeless Continuum of Care in Clackamas County.
7	<b>Agency/Group/Organization</b>	LEGAL AID SERVICES OF OREGON
	<b>Agency/Group/Organization Type</b>	Service-Fair Housing Services - Victims
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Homelessness Strategy Non-Homeless Special Needs Market Analysis Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Legal Aid Services of Oregon (LASO) is a partner of our Housing Rights and Resources program and included in all fair housing planning efforts LASO is a regional and statewide legal aid organization that is a partner with Clackamas County to provide training to housing agencies, tenants, landlords and the general public. LASO also provides eviction prevention services.



8	<b>Agency/Group/Organization</b>	STATE OF OREGON DEPARTMENT OF HUMAN SERVICES
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-Children Services-homeless Services - Victims Child Welfare Agency Other government - State
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	This State of Oregon TANF agency is located in our county and actively participates in the homeless Continuum of Care planning, meetings and governance.
9	<b>Agency/Group/Organization</b>	LIFEWORKS NORTHWEST
	<b>Agency/Group/Organization Type</b>	Services-homeless Services-Employment Business and Civic Leaders
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homelessness Strategy

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

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

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

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

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

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
10 Year Plan to Address Homelessness	Clackamas County, Oregon	The Goals of the 10 year Plan are included in both the Action Plan and the Continuum of Care annual goals and objectives.
Assessment of Fair Housing 2017-2021	Clackamas County, Oregon	The Fair Housing goals are part of this annual Action Plan
Public Housing Annual Plan	Housing Authority of Clackamas County	The PHA housing improvements and housing development efforts are included in the annual Action Plan
Affordable Housing Bond Measure	Metro Council	The Metro Council voted unanimously in June 2018 to send an affordable housing funding measure to the November ballot, asking voters whether the average homeowner should pay \$60 per year to help provide housing for 12,000 people. The bond measure passed to provide funding for affordable housing throughout the region including Clackamas County in support of Consolidated Plan Goals, PHA goals and County strategic plan goals.
Tri-County Equitable Housing Strategy	Corporation for Supportive Housing	The City of Portland/Multnomah County Joint Office on Homeless Services received a grant from Metro to create a Permanent Supportive Housing (PSH) Plan for the tri-county region. The Corporation for Supportive Housing (CSH <a href="http://www.csh.org">www.csh.org</a> ) will lead the process with a team of consultants. Using data driven strategies, CSH intends to engage in a multi-jurisdictional effort to determine approximately how much PSH is needed to greatly reduce chronic homelessness. In addition to the data, the project team will assemble a multi-jurisdictional steering committee

**Table 3 – Other local / regional / federal planning efforts**

**Narrative (optional)**

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

## **AP-12 Participation – 91.105, 91.200(c)**

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

The Citizen Participation process for this Action plan began in 2016 with a community needs assessment, small group meetings with stakeholders, an online survey, public meetings and public hearings. Legal Notice Advertisements for each public meeting were placed in all county newspapers and sent by email to all interested persons. The public meetings for the 2020 Action Plan were held on October 30, 2019 and November 14, 2019. The public hearing with the Board of County Commissioners was held on April 9, 2020.

**Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	All County residents	8 people attended	Interest was expressed for funding of a community center on Mt. Hood, a first-time homebuyer program and additional funding for senior center improvements.	All comments were accepted	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
2	Public Meeting	All County Residents	8 people attended	Group discussion focused on community projects in Estacada, senior center improvements, affordable housing projects and improvements at existing affordable housing projects.	All comments were accepted.	



Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Internet Outreach	Non-targeted/broad community	Emails with meeting information and schedule of public meetings was distributed to a Citizen Participation group and the Continuum of Care list of members.	All comments were accepted	All comments were accepted	<a href="https://www.clackamas.us/communitydevelopment/maps.html">https://www.clackamas.us/communitydevelopment/maps.html</a>

**Table 4 – Citizen Participation Outreach**

## Expected Resources

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

#### Introduction

Clackamas County Community Development Division (CDD) works closely with the Housing Authority of Clackamas County (HACC), the County Behavioral Health Program, the Continuum of Care, non-profit agencies and the local County Social Service agencies to secure and administer many sources of funding for services, programs and rent assistance to benefit low-income residents of Clackamas County.

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

#### HOME Project-Related Soft Costs

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

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

prepared

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

**Anticipated Resources**

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,258,706	100,000	300,000	2,658,706	2,258,706	The FY 2020 program year is the 4th year of the 5-year Consolidated Plan. The expected amount available is based on the assumption that funds will be level next year. \$300,000 of prior year funds will be carried forward for 2020 projects. Anticipated program income includes \$100,000 from housing rehabilitation loans that are re-paid during the year. Program income will be allocated to other housing rehabilitation loans and grants during the program year.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	1,045,044	0	1,300,000	2,345,044	1,045,044	The FY 2020 program year is the 4th year of the 5-year Consolidated Plan. \$1.3 million of prior year funds will be carried forward to fund multi-family housing projects in program year 2020. The HOME match requirement of 25% will be met either by eligible contributions, computing the value of annual property tax exemptions, or by drawing down the required match amounts from the county's excess HOME match reserve of approximately \$1.3 million.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	187,353	0	0	187,353	187,353	The FY 2020 program year is the 4th year of the 5-year Consolidated Plan. There will be no carry forward funds or program income funds.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Section 108	public - local	Acquisition Economic Development Multifamily rental rehab Public Improvements	0	0	0	0	11,100,000	Section 108 Loan Guarantee Program: Clackamas County Community Development Division (CDD) has been awarded \$11,100,000 by the Section 108 Loan Guarantee Program administered by the U.S. Department of Housing and Urban Development (HUD) under 24 CFR 570, Subpart M Loan Guarantees. Section 108 Loan Guarantee funds will be used to support affordable housing and community development projects that support low/moderate-income households and deliver positive economic benefits for the County. Funding decisions will be guided by the 5-Year Consolidated Plan and the HUD approved Assessment of Fair Housing (AFH) Plan.

Table 5 - Expected Resources – Priority Table

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

**CDBG Program:** Resources reasonably expected to be made available to supplement CDBG funds include local matching to be contributed by



project sponsors. Matching contributions (cash or in-kind) equivalent in value to a minimum of 20% of the project cost are required by County policies. It is anticipated that funding available to finance community development activities from local matching sources will total at least \$2,000,000. CDBG anticipates approximately \$50,000 of program income per year from the Housing Rehabilitation program loan repayments and \$25,000 of prior year funds will support annual projects.

The **Continuum of Care application** process will renew at least \$2,700,000 of funding annually for homeless services, programs and rent assistance for homeless individuals and families. In 2018 HUD awarded the Clackamas Continuum a total of \$2,420,021 which includes additional funding due to increased Fair Market Rent (FMR) rates and additional funds for the Housing Our Heros homeless veterans and families housing assistance program.

HOME Program Income (PI) is generated from the repayment of HOME loans that the county has made to affordable housing projects. As provided for in the 2016 HOME Interim Rule, Clackamas County will retain HOME PI that is received during the program year, and allocate it to a specific project or projects in the subsequent program year. For the program year ending June 30, 2020, the county anticipates that it will retain approximately \$32,106 of HOME PI, and will allocate the PI to a HOME multi-family housing project in the upcoming program year.

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

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

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

No publically owned land is available for this purpose.

**Discussion**

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

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

**HOME Program Income**

For the program year ending June 30, 2020, the county anticipates that it will retain approximately \$32,106 of HOME PI, and will allocate the PI to a HOME multi-family housing project in the upcoming program year.

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

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

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

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

Table 6 – Goals Summary

**Goal Descriptions**

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

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

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



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

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

## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

These projects were awarded in February 2020 after a competitive application process conducted in November and December of 2019.

#### Projects

#	Project Name
1	ADA Ramp and Sidewalk Improvements 2020
2	Estacada ADA Main Street and NE 6th Street Crossing
3	Willamette Falls Cultural Center ADA Improvements
4	Weatherization Mobile/Manufactured home roofing project
5	2020 Housing Rehabilitation Program
6	Sandy New County Health Clinic
7	Security Enhancements for The Village Emergency Shelter
8	Love INC. Facility For Homeless Services
9	Molalla Adult Center HVAC Upgrades
10	Optional Emergency Assistance 2020
11	Employment Investment Program 2020
12	Housing Rights and Resources 2020
13	Children's Programming for Victims of DV and Child Abuse 2020
14	Annie Ross House Shelter 2020
15	CDBG Grant Administration and Planning 2020
16	Homeless Point in Time Count 2020-22
17	Tenant Based Rental Assistance Program 2020
18	HOME Multifamily Housing Project 2020
19	Community Housing Development Organization (CHDO) 2020
20	HOME Grant Administration 2020
21	Emergency Solutions Grant 2020

**Table 7 - Project Information**

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

The allocation priorities are based on consultation with community members, cities and non-profit

agencies providing services throughout the county.

**AP-38 Project Summary**  
**Project Summary Information**

1	<b>Project Name</b>	ADA Ramp and Sidewalk Improvements 2020
	<b>Target Area</b>	
	<b>Goals Supported</b>	Community Infrastructure Improvements
	<b>Needs Addressed</b>	Non-housing Community Development
	<b>Funding</b>	CDBG: \$120,000
	<b>Description</b>	ADA ramp and sidewalk improvements within Canby, Oregon north and south of Hwy. 99E and other areas as needed.
	<b>Target Date</b>	2/21/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	200 Eledery and disable residents of Canby who use the public streets and sidewalks.
	<b>Location Description</b>	CThe City of Canby is a mostly residentail rural community.
	<b>Planned Activities</b>	ADA ramp and sidewalk improvements within Canby, Oregon north and south of Hwy. 99E and other areas as needed.
2	<b>Project Name</b>	Estacada ADA Main Street and NE 6th Street Crossing
	<b>Target Area</b>	
	<b>Goals Supported</b>	Community Infrastructure Improvements
	<b>Needs Addressed</b>	Non-housing Community Development
	<b>Funding</b>	CDBG: \$110,000
	<b>Description</b>	Improvement at the intersection of Main & NE 6th Ave in Estacada, Oregon to reduce the crossing distance for pedestrians and improve visibility of pedestrians for drivers. Adding an ADA accessible crosswalk across NE 6th.
	<b>Target Date</b>	2/21/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	300 residents of Estacada including low income students, elderly and disabled will benefit from these pedestraian improvements
	<b>Location Description</b>	The City of Estacada is a residential rural community.

	<b>Planned Activities</b>	Improvement at the intersection of Main & NE 6th Ave to reduce the crossing distance for pedestrians and improve visibility of pedestrians for drivers. Adding an ADA accessible crosswalk across NE 6th.
<b>3</b>	<b>Project Name</b>	Willamette Falls Cultural Center ADA Improvements
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Facilities Improvements
	<b>Needs Addressed</b>	Non-housing Community Development
	<b>Funding</b>	CDBG: \$75,000
	<b>Description</b>	ADA improvements at the 1936 former West Linn City Hall building to serve as a regional Multi-Cultural Center dedicated to Arts, Heritage and Culture.
	<b>Target Date</b>	2/28/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	1000s of elderly and disabled persons who attend events at this new center will have better access to the facility.
	<b>Location Description</b>	West Linn, Oregon
	<b>Planned Activities</b>	ADA improvements at the 1936 former West Linn City Hall building to serve as a regional Multi-Cultural Center dedicated to Arts, Heritage and Culture.
<b>4</b>	<b>Project Name</b>	Weatherization Mobile/Manufactured home roofing project
	<b>Target Area</b>	
	<b>Goals Supported</b>	Housing Rehabilitation
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	CDBG: \$75,000
	<b>Description</b>	Roof Replacement for owner occupied mobile/manufactured homes located in parks throughout Clackamas County, Oregon.
	<b>Target Date</b>	2/28/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	10 low income households will benefit.
	<b>Location Description</b>	Countywide.



	<b>Planned Activities</b>	Roof Replacement for owner occupied mobile/manufactured homes located in parks throughout Clackamas County.
5	<b>Project Name</b>	2020 Housing Rehabilitation Program
	<b>Target Area</b>	
	<b>Goals Supported</b>	Housing Rehabilitation
	<b>Needs Addressed</b>	Affordable Housing AFH: 6. Housing accessibility modifications
	<b>Funding</b>	CDBG: \$536,606
	<b>Description</b>	Housing Rehabilitation Programs provide needed home-repair low interest loans and grants to low income households throughout Clackamas County.
	<b>Target Date</b>	2/28/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	40 low income families will benefit from housing rehabilitation loans and grants.
	<b>Location Description</b>	Countywide
	<b>Planned Activities</b>	Housing Rehabilitation Programs provide needed home-repair low interest loans and grants to low income households throughout Clackamas County.
6	<b>Project Name</b>	Sandy New County Health Clinic
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Facilities Improvements
	<b>Needs Addressed</b>	Non-housing Community Development
	<b>Funding</b>	CDBG: \$350,000
	<b>Description</b>	Funding to complete a new clinic in Sandy that will provide dental, health and counseling services to low and moderate income individuals and families in the greater Sandy, Oregon area.
	<b>Target Date</b>	2/28/2022

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	2500 persons per year will have access to this health care facility
	<b>Location Description</b>	The area surrounding and the City of Sandy, Oregon
	<b>Planned Activities</b>	Funding to complete a new clinic in Sandy that will provide dental, health and counseling services to low and moderate income individuals and families in the greater Sandy area.
7	<b>Project Name</b>	Security Enhancements for The Village Emergency Shelter
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Facilities Improvements
	<b>Needs Addressed</b>	Non-housing Community Development
	<b>Funding</b>	CDBG: \$17,100
	<b>Description</b>	Clackamas Womens Services homeless shelter Security gate installation and other safety improvements.
	<b>Target Date</b>	2/28/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Clackamas Womens Services houses 80 persons per year that will benefit
	<b>Location Description</b>	This is a DV shelter with a confidential location
	<b>Planned Activities</b>	Clackamas Womens Services homeless shelter security gate installation and other safety improvements.
8	<b>Project Name</b>	Love INC. Facility For Homeless Services
	<b>Target Area</b>	
	<b>Goals Supported</b>	Homeless Assistance Public Facilities Improvements
	<b>Needs Addressed</b>	Homelessness
	<b>Funding</b>	CDBG: \$450,000
	<b>Description</b>	Funding to build a centralized hub to increase accessibility and effectiveness of resources and support for an increasing number of low income households in Clackamas County.
	<b>Target Date</b>	2/28/2022

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	When the facility is completed 400 persons per year will benefit from services
	<b>Location Description</b>	Oregon City, Oregon
	<b>Planned Activities</b>	Funding to build a centralized hub to increase accessibility and effectiveness of resources and support for an increasing number of low income households in Clackamas County.
9	<b>Project Name</b>	Molalla Adult Center HVAC Upgrades
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Facilities Improvements
	<b>Needs Addressed</b>	Non-housing Community Development
	<b>Funding</b>	CDBG: \$100,000
	<b>Description</b>	Molalla Adult Community Center upgrades will provide regulated temperatures and efficiency to a Center that serves as a registered Warming Center and Cooling Center in Clackamas County.
	<b>Target Date</b>	2/28/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	500 persons use the Molalla Senior center every year.
	<b>Location Description</b>	The center serves seniors in the rural area surrounding the City of Molalla, Oregon.
<b>Planned Activities</b>	Upgrades and or replacement of the heating and cooling system at the senior center.	
10	<b>Project Name</b>	Optional Emergency Assistance 2020
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Services
	<b>Needs Addressed</b>	Homelessness Non-housing Community Development
	<b>Funding</b>	CDBG: \$20,000

	<b>Description</b>	Emergency assistance to individuals or agencies for emergency assistance due to a fire, landslide, snowstorm, flood or other such emergency.
	<b>Target Date</b>	2/28/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	30 to 40 households that may experience an emergency situation due to a fire, landslide, snowstorm, flood or other such emergency.
	<b>Location Description</b>	To be determined.
	<b>Planned Activities</b>	Emergency assistance to individuals or agencies for emergency assistance due to a fire, landslide, snowstorm, flood or other such emergency.
11	<b>Project Name</b>	Employment Investment Program 2020
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Services
	<b>Needs Addressed</b>	Non-housing Community Development
	<b>Funding</b>	CDBG: \$50,000
	<b>Description</b>	The Clackamas County Employment Investment Program(CCEIP) assists low-income Clackamas County residents with significant barriers to employment on their path to self-sufficiency.
	<b>Target Date</b>	2/28/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	10 low-income disabled individuals will receive job placement and training.
	<b>Location Description</b>	Countywide
	<b>Planned Activities</b>	The Clackamas County Employment Investment Program (CCEIP) assists low-income Clackamas County residents with significant barriers to employment on their path to self-sufficiency. Job training and placement for individuals with disabilities.
12	<b>Project Name</b>	Housing Rights and Resources 2020
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Services

	<b>Needs Addressed</b>	Affordable Housing Homelessness AFH: 7. Private discrimination AFH: 8. Lack of public fair housing enforcement AFH: 9. Lack resources for fair housing agencies
	<b>Funding</b>	CDBG: \$125,000
	<b>Description</b>	Housing Rights & Resources is a partnership between Clackamas County Social Services, Legal Aid & Fair Housing Council to promote fair housing & furthers housing opportunity for all.
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	1000 tenants and landlord will access this call-in service for fair housing and affordable housing information.
	<b>Location Description</b>	countywide
	<b>Planned Activities</b>	Information and referral on Housing Rights & Resources is a partnership between Clackamas County Social Services, Legal Aid & Fair Housing Council to promote fair housing & furthers housing opportunity for all.
13	<b>Project Name</b>	Children's Programming for Victims of DV and Child Abuse 2020
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Services
	<b>Needs Addressed</b>	Non-housing Community Development AFH: 8. Lack of public fair housing enforcement AFH: 9. Lack resources for fair housing agencies
	<b>Funding</b>	CDBG: \$15,000
	<b>Description</b>	Mobile advocacy and safety planning for children and families in rural and marginalized communities.
	<b>Target Date</b>	2/28/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	20 children will benefits from this expanded services.

	<b>Location Description</b>	countywide
	<b>Planned Activities</b>	Mobile advocacy and safety planning for children and families in rural and marginalized communities.
14	<b>Project Name</b>	Annie Ross House Shelter 2020
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Services Homeless Assistance
	<b>Needs Addressed</b>	Homelessness
	<b>Funding</b>	CDBG: \$50,000
	<b>Description</b>	Operating funds for expanded services at Northwest Housing Alternatives' Annie Ross House, an emergency shelter for families with children experiencing homelessness.
	<b>Target Date</b>	2/28/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	80 individuals will be provided with homeless shelter services
	<b>Location Description</b>	North Clackamas area
	<b>Planned Activities</b>	Operating funds for Northwest Housing Alternatives' Annie Ross House, an emergency shelter for families with children experiencing homelessness.
15	<b>Project Name</b>	CDBG Grant Administration and Planning 2020
	<b>Target Area</b>	
	<b>Goals Supported</b>	Community Infrastructure Improvements
	<b>Needs Addressed</b>	Non-housing Community Development
	<b>Funding</b>	CDBG: \$450,000
	<b>Description</b>	CDBG grant administration, planning, contract monitoring and reporting.
	<b>Target Date</b>	2/28/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Not applicable

	<b>Location Description</b>	Countywide
	<b>Planned Activities</b>	CDBG grant administration, planning, contract monitoring and reporting.
<b>16</b>	<b>Project Name</b>	Homeless Point in Time Count 2020-22
	<b>Target Area</b>	
	<b>Goals Supported</b>	Homeless Assistance
	<b>Needs Addressed</b>	Homelessness
	<b>Funding</b>	CDBG: \$15,000
	<b>Description</b>	Clackamas County homeless count planning, data collection, reporting and evaluation for 2021 and 2022 homeless counts. Special efforts to reach under-served populations, veterans, unaccompanied youth & rural homeless.
	<b>Target Date</b>	2/28/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	2000 persons will be counted
	<b>Location Description</b>	Countywide
	<b>Planned Activities</b>	Homeless count planning, data collection, reporting and evaluation for 2021 and 2022 homeless counts. Special efforts to reach underserved populations, veterans, unaccompanied youth & rural homeless.
<b>17</b>	<b>Project Name</b>	Tenant Based Rental Assistance Program 2020
	<b>Target Area</b>	
	<b>Goals Supported</b>	Homeless Assistance
	<b>Needs Addressed</b>	Homelessness
	<b>Funding</b>	HOME: \$100,000
	<b>Description</b>	TBRA Program will assist individual households who are homeless or at risk of becoming homeless. Maximum assistance is 24 months and may be used for rent, utility costs, security deposits, and/or utility deposits.
	<b>Target Date</b>	

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	15 households will be assisted.
	<b>Location Description</b>	Countywide
	<b>Planned Activities</b>	TBRA Program will assist individual households who are homeless or at risk of becoming homeless. Maximum assistance is 24 months and may be used for rent, utility costs, security deposits, and/or utility deposits.
18	<b>Project Name</b>	HOME Multifamily Housing Project 2020
	<b>Target Area</b>	
	<b>Goals Supported</b>	Affordable Housing
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	HOME: \$2,114,540
	<b>Description</b>	Multifamily Housing Project to be determined
	<b>Target Date</b>	2/28/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	20 housing units for low income households some with disabilities
	<b>Location Description</b>	location to be determined in the county
	<b>Planned Activities</b>	Construction of multifamily housing units
19	<b>Project Name</b>	Community Housing Development Organization (CHDO) 2020
	<b>Target Area</b>	
	<b>Goals Supported</b>	Affordable Housing
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	HOME: \$26,000
	<b>Description</b>	Operating funds for 2 Community Housing Development Organizations (CHDOs)
	<b>Target Date</b>	2/28/2023



	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	20 low income households
	<b>Location Description</b>	countywide
	<b>Planned Activities</b>	Operating funds for 2 Community Housing Development Organizations (CHDOs).
20	<b>Project Name</b>	HOME Grant Administration 2020
	<b>Target Area</b>	
	<b>Goals Supported</b>	Affordable Housing Community Infrastructure Improvements
	<b>Needs Addressed</b>	Non-housing Community Development
	<b>Funding</b>	HOME: \$104,504
	<b>Description</b>	Grant administration, contracts, annual project monitoring and reporting to HUD.
	<b>Target Date</b>	2/28/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Not applicable
	<b>Location Description</b>	Countywide
	<b>Planned Activities</b>	HOME Grant administration, contracts, annual project monitoring and reporting to HUD.
21	<b>Project Name</b>	Emergency Solutions Grant 2020
	<b>Target Area</b>	
	<b>Goals Supported</b>	Homeless Assistance
	<b>Needs Addressed</b>	Homelessness
	<b>Funding</b>	ESG: \$187,353
	<b>Description</b>	Emergency Solutions Grant Program including Administration, Shelter Operations, Rapid Rehousing and Homeless Management Information System (HMIS) reporting and data quality assurance.
	<b>Target Date</b>	2/28/2022

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	1000 persons will get homelessness, housing assistance and or services
	<b>Location Description</b>	Countywide
	<b>Planned Activities</b>	Emergency Solutions Grant Program including Administration, Shelter Operations, Rapid Rehousing and Homeless Management Information System (HMIS) reporting and data quality assurance.

## AP-50 Geographic Distribution – 91.220(f)

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

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

The 2019 median annual income for the Portland-Metro MSA, which includes Clackamas County, is \$87,900 for a household of 4 people. Low income (50% of AMI) persons and households have an income of less than \$43,950 per year or \$3,665 per month for a family of 4. For a single person the median income per year is \$61,600. A low income adult person would have an income of less than \$30,800 per year or less than \$2,567 per month.

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

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

### Geographic Distribution

Target Area	Percentage of Funds
Countywide	95

Table 8 - Geographic Distribution

### Rationale for the priorities for allocating investments geographically

No geographic areas in Clackamas County were targeted except to the extent that projects serving an area must be located in a qualified census tract or area with at least 46.84% low- and moderate-income residents. Clackamas County has a 46.84% low-and moderate income exception.

### Discussion

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

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

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

**Concentrations of Both high Low to Moderate Income and high Minority**

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

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

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

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

Specific Projects in 2020:

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

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

One Year Goals for the Number of Households to be Supported	
Homeless	10
Non-Homeless	85
Special-Needs	5
Total	100

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

One Year Goals for the Number of Households Supported Through	
Rental Assistance	20
The Production of New Units	40
Rehab of Existing Units	40
Acquisition of Existing Units	0
Total	100

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

#### Discussion

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

and the state.

The County was recently awarded \$12 million per year for 5 years to develop affordable housing units through a regional affordable housing bond measure. Tax payers voted in favor of creating more affordable housing units for low income households. The Housing Authority of Clackams County has created an office of development to allocate these new affordable housing funds to multifamily housing projects in accordance with the regional government funding requirements including community engagement and outreach to underserved populations.

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

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

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

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

The Clackamas County Board of County Commissioners has established an ongoing funds to help address the affordable housing crisis: the Affordable Housing and Services Fund will provide \$1.2 million of general funds annually for housing and services.

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

- Provide resident service coordination.
- Provide case management services
- Provide opportunities for residents to engage in asset building and other strategies for achieving greater financial stability
- Provide Peer Support Services to vulnerable residents with mental health and addiction challenges
- Coordinate with local Workforce organizations to connect residents with employment and training opportunities
- Coordinate with CTEC Youth Services to provide unengaged teens with mentoring, employment and education opportunities.
- Provide service coordination and support to residents facing eviction or other unstable housing situations.
- Manage community gardens in the Oregon City and Milwaukie neighborhoods, encourage

resident participation and leadership.

- 
- Provide opportunities for continuing garden and nutrition education.
- 
- Manage the Hillside Free Food Market in coordination with the Oregon Food Bank
- Maintain and manage community computers available for resident use
- Promote resident engagement and leadership through the HACC Resident Advisory Board
- Promote available community resources and opportunities available to residents through a quarterly newsletter.

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

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

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

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

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

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

**Asset Building through Individual Development Accounts:** Through the IDA program, HACC residents are provided with the opportunity to save for post-secondary education, to grow a business or to



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

HACC encourages Public Housing residents to engage in management through a Resident Advisory Board (RAB). RAB membership is comprised of public housing and Section 8 Housing Choice Voucher (HCV) leaders that represent residents served by HACC. The RAB convenes not fewer than two times per year to develop, approve, review and evaluate HACC's Annual Plan. The RAB is also consulted for input and approval of any significant amendment or modification to the Annual Plan. A member of the RAB has a permanent seat on the County's Housing Advisory Board.

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

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

**Discussion**

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

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

various solicitations for their use over the next seven year period.

Another Metro Bond Measure will be on the May 2020 ballot that if passed would provide additional funds for homeless services.

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

### **Introduction**

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

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

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

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

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

**Households with dependent children:** Clackamas County Coordinated Housing Assistance (CHA), our Coordinated Entry program, ensures comprehensive outreach to families with children. The CHA coordinator, in partnership with our non-profit providers, conduct training with many organizations throughout the County so they understand how to help families access CHA, complete an assessment of their individual needs, and access the system of homeless housing services. Outreach is provided at agencies such as State Department of Human Services, the WIC program, and meetings of service

providers in rural communities. Fliers for CHA are provided and posted throughout the County.

**Survivors/Victims of domestic violence:** The CoC includes TH, RRH and PSH projects focused on domestic violence survivors and their families. Two providers operate ESG-funded DV emergency shelters including a culturally-specific services for Latina women and a shelter that operates the Family Justice Center. The Family Justice Center involves a wide range of on-site services from over 12 public safety and services agencies, funded by more than 24 public and private entities. DV survivors are able to access all homeless housing programs throughout the CHA system, using a confidential “code-name” system to access non-DV-specific programs.

**Unaccompanied youth:** Springwater is a CoC TH for youth 16- 21 funded with ESG, local government & private funds. In the FY2018 CoC Application, the Neighborhood Economic Development Corporation was funded to serve youth ages 16-18 with a combination TH/RRH model. This program intends to especially focus on youth aging out of the foster care system. Clackamas County has recently incorporated all homelessness prevention services into our CHA system. New, additional, state funding was added to homelessness prevention, serving many populations, including unaccompanied homeless and at-risk youth. Clackamas County’s CHA system incorporates all homeless housing programs, including those above, serving youth. Outreach is conducted with the Homeless School Liaisons and many other youth services providers. The County is working on creating a text-in or online-form system to provide better access to homeless youth, who are reluctant to talk on the phone.

**Persons who routinely sleep on the streets or in other places not meant for human habitation:** Clackamas County has a range of services for persons sleeping on the streets or in other places not meant for human habitation. Two major service centers (Clackamas Services Center and Father’s Heart) provide hot meals, clothing, medical services, and severe weather shelter, and are close to where many unsheltered homeless reside. Several smaller agencies also provide basic needs and outreach to homeless on the streets and places not meant for habitation. Clackamas County currently has 95 beds for those who meet the Chronically Homeless definition. Compassion events, similar to Project Homeless Connect, are held throughout the year to provide a “one stop” for basic services, such as food, clothing, medical care, veterans’ services and housing options.

**Homelessness among veterans:** Housing Authority of Clackamas County has housed 66 families of homeless veterans using VASH vouchers. Another 40 vouchers will be made available in the coming year. Clackamas County operates emergency housing, RRH and PSH specifically for homeless veterans. There are currently 135 beds for homeless Veterans in Clackamas County, and more VASH vouchers are forthcoming. A new, first-of-its-kind veteran-specific tiny house village just opened, housing 15 veterans. A new veteran-specific 24-unit affordable housing property, with services, is under construction.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The activities to address emergency shelter needs within the County will be funded through the Emergency Solutions Grants (ESG) program. 1000 Households will receive HESG program services from

July 1, 2020 to June 30, 2021. The FY 2020 ESG allocation will be supplemented by matching funds at least equal to its amount.

Primary emphasis will continue to be on payment of emergency shelter operations expenses including utilities, maintenance, insurance, and staff salary costs. The purpose of emphasizing payment of operations expenses is to provide some predictability and stability to the operation of the shelters by assuring that their most basic expenses are met. This assures the continued operation of the facilities in times of scarce and fluctuating resources, and it compliments specific fundraising efforts for special projects.

Northwest Housing Alternatives' Annie Ross House and Clackamas Women's Services' Evergreen House, provide emergency shelter to homeless families with children and survivors of domestic violence, respectively. Case management at each program improves vocational and coping skills to make the transition from homelessness to independent living. Continuum of Care funds Also provide 49 beds of transitional housing for homeless households, including families, singles, and youth.

Clackamas County's Coordinated Housing Access system provides a one-stop option for homeless individuals and families to be assessed and matched with all homeless programs in the County for which they are eligible.

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

**Chronically homeless individuals and families:** In 2014, The Continuum of Care increased the number of beds for chronically homeless persons in Clackamas County. The CoC did this by leveraging Housing Authority Housing Choice Vouchers, converting Permanent Supportive Housing (PSH) beds to chronically homeless beds, reaching out to PSH providers to prioritize beds for chronically homeless persons and using Medicaid to provide enhanced services for chronically homeless persons in PSH beds.

**Families with children:** The CoC increased capacity and worked on outreach goals to end homelessness among households with dependent children. The HomeBase program utilized multiple funding sources to expand and become the largest RRH and homelessness prevention program in the County. Through the reallocated Rent Well RRH project, the CoC will be able to stabilize housing for 15 families from the streets/emergency shelter. The locally-funded Bridges to Housing (B2H) Program stabilizes housing for high-need homeless families and assisted 136 persons last year. Outreach plan includes referrals from

different geographic parts of the county. An outreach strategy adopted by the HPC educates landlords on housing choice vouchers.

B2H serves high-needs homeless families with children, with a capacity of 30 families at a time. These homeless families have multiple complex needs which often include but are not limited to housing barriers, domestic violence, addictions, mental health issues and disabling conditions. B2H families receive longer term housing subsidies and intensive services designed to support their income self-sufficiency and permanent housing stability as well as the children's and adult's educational success.

**Veterans and their families:** Housing Authority of Clackamas County has housed 66 homeless veterans using VASH vouchers. The Veterans Services Office coordinates with Social Services to conduct veteran outreach with free medical screenings, warm clothing, information on compensation and other veterans' benefits, employment, housing, counseling and other services. Clackamas County is part of an SSVF grant and provides office space for a nonprofit provider of outreach, homeless placement and homeless prevention for veteran families. This grant has streamlined access to the regional Grant Per Diem program for vets who are working on permanent housing placement either through VASH, SSVF or other programs.

Unaccompanied youth: Springwater Transitional Housing for youth 18-23 is funded with CoC, ESG, local government, and private funds. Case management, vocational education services, physical and mental health support, supervision and shelter are provided to youth.

HomeSafe Transitional Housing for pregnant and parenting youth 16 – 21 is funded with CoC, local and state grants. Youth have access to rent assistance in scattered apts., case management, referral and linkages to mainstream services.

Independent Living Plans (ILPs) are funded with state and local govt. funds for independent living services to youth transitioning from foster care. Case management is provided for youth discharged from Child Welfare at 18 or 19 years old without permanent housing. Case managers refer and link ex-foster youth to programs and services.

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

These discharge plans have been confirmed through the Continuum of Care application and planning process.

Foster Care: The Oregon Department of Human Services (DHS), dictates the Foster Care Discharge Policy in which the County actively participates. DHS refers willing children to a Continuum of Care provider for

a Life Skills/Transition Readiness Assessment. This results in: 1. Identification of resources and linkages needed to assist the child in transitioning to independent living, including life skills training, housing subsidies, college tuition, and health insurance and 2. Preparation of an individualized Comprehensive Transition Plan which must be approved by a Family Court Judge every 6 months until the child is successfully transitioned to independent living.

Youth can access Chafee rental subsidies to help them secure an apartment. They can secure tuition-free access to a state college along with Chafee grants to assist with room and board. Youth with developmental disabilities and/or mental illness exiting the foster care system continue to receive an array of services including options such as adult foster care and supported housing that are based on unique client needs. Each option is designed to ensure that youth exiting the foster care system are not routinely discharged into homelessness.

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

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

**Corrections:** The purposeful effort to structure successful community re-entry for inmates is a local mandate spearheaded by the Clackamas County Sheriff's Office (CCSO) which participates on the CoC governing board. Because community safety is its #1 priority, CCSO promotes post-discharge services with housing to reduce recidivism. Likewise, the Clackamas County Behavioral Health (CCBH) is a provider in the local Medicaid program, Health Share. CCBH understands that successful re-entry will

reduce incidence and cost of ER visits and hospitalization.

### **Discussion**

Our Jurisdiction receives no HOPWA funding. Our jurisdiction works with Cascade Aids Project (CAP) a service agency which provides housing and services for persons that are HIV positive in our three-county area that is referred to as the Portland Metro Area.



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

### **Introduction:**

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

In 2019 the Affordable Housing and Homelessness Policy Task Force was an advisory body appointed to research, recommend and support new policies and strategies on increasing housing affordability and alleviating homelessness in Clackamas County. The Task Force gathered information and made specific near-term recommendations on regulatory changes and mechanisms that would foster the maintenance and development of affordable housing for all income levels, including those who are homeless.

The Task Force was comprised of representatives from the public, private and non-profit sectors, with business and development expertise, knowledge of providing affordable housing, and lived experience with housing affordability. Members were selected and recruited by Clackamas County.

### **Overarching Principles Identified:**

1. Recognizing the historic and current housing disparities, the Task Force created its own Equity Lens with a goal to turn intentions into actions and strive to right historical wrongs in our society
2. The Task Force also encourages housing placement and retention funding be delivered via culturally specific providers in Clackamas County to further ensure more equitable outcomes.

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

2019 Task Force Final Report and Priority Recommendations The final report consists of 19

recommendations divided into five categories:

1. Shelter off the streets and services for the currently unsheltered
2. Planning, zoning and development
3. Housing services for those experiencing homelessness or at-risk of being homeless
4. Tenant protections
5. Funding

The Task Force realized that the County does not have all the resources required to implement the full set of recommendations and understood that they may need to be implemented in phases. In their final meeting, on November 20th, the Task Force, with help from County staff, worked together to identify which recommendations were of the highest priority to the Task Force.

Priority Recommendations:

1. Adopt a Construction Excise Tax of 1% on residential and commercial construction to fund housing affordability and services. o A Construction Excise Tax (CET) provides one of the few ways to address housing affordability and homelessness without impacting current services or requiring additional borrowing. The Task Force recommends that the County adopt a CET of 1% on residential construction and of 1% on commercial construction. Based on historic trends, together these fees should yield around \$2 million per year.
2. Identify and create additional capacity for Shelter off the Streets (SOS) and mobile programs for those that remain unsheltered.
3. Create flexible short-term funding aligned with case management services to address both housing retention and housing placement services
4. Prioritize wrap-around case management services and priority access to affordable housing for people with disabilities experiencing long term chronic homelessness.
5. (Planning and Zoning) Include housing affordability packages in upcoming annual planning work

programs to include consideration of the elements listed in the attached final report.

**Discussion:**

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

## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

Clackamas County Community Development Division (CDD) proposed the following actions in program year 2020 that address obstacles to meeting underserved needs, foster and maintain affordable housing, develop institutional structure, encourage public housing residents to become more involved in management and encourage public housing residents to attain home ownership. CDD continues to request proposals from housing development organizations for the development and preservation of multi-family affordable rental housing projects that serve lower income households. Funding available to support these activities included: HOME funds, Housing Choice Vouchers and Public Housing Replacement Funds.

In FY2020 potential special needs housing projects include: Multiple multi-family housing projects with locations yet to be determined.

### **Actions planned to address obstacles to meeting underserved needs**

Clackamas County CDD will address obstacles to meeting underserved needs in FY2020 through these activities:

1. Leverage available program funds by requiring sponsor contributions.
2. Seek additional funding from public and private sources to finance program activities.
3. Continue a program to assist renters and homeowners who need safety and accessibility adaptations in order to remain in their own homes.
4. Investigate the development and implementation of an inspection program to enforce habitability standards in multi-family housing projects.
5. Promote and assist the development of additional transitional housing which will be available to low- and very low-income individuals and families.
6. Promote and assist the development of affordable housing which will be available to very low, low-,

and moderate-income individuals and families.

7. Increase capacity to assist Homeless Families with Children.

8. Maintain a set of program policies to create a 15 percent set-aside in all new affordable housing developments specifically to assist the targeted special need populations.

9. Promote the use of Section 8 Project Based Vouchers into the development of any new affordable housing project.

### **Actions planned to foster and maintain affordable housing**

HOME funds will be used primarily to develop affordable housing units for rental by low-income individuals and families. HOME funds will also be used to assist Community Housing Development Organizations (CHDOs) with grants for operating costs allowed by 24 CFR 92.208. CDD ensures that HOME-assisted rental housing remains affordable by monitoring projects during the period of affordability for compliance with the HOME regulations at 24 CFR Part 92. CDD also participates in a statewide effort to monitor affordable housing projects through Streamline Compliance Monitoring sponsored by the state Oregon Housing and Community Services (OHCS).

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

For FY2020 HOME funded multifamily housing projects have yet to be determined. A few proposals are under consideration.

### **Actions planned to reduce lead-based paint hazards**

Clackamas County contracts with a professional firm to provide lead hazard evaluation services at no cost to the owners and buyers participating in its housing rehabilitation and homebuyer programs. Any hazards discovered are addressed in a manner consistent with procedures approved by HUD, the State Health Division and the Department of Environmental Quality. However, the County does not anticipate

using HOME funds for its housing rehabilitation and homebuyer programs in the next year. The HOME-funded projects under consideration will be new construction and will not involve lead-paint hazards.

### **Actions planned to reduce the number of poverty-level families**

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

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

housing violations.

### **Actions planned to develop institutional structure**

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

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

1. Operation of the State of Oregon Housing and Community Services Low Income Rental Housing Fund (LIRHF). LIRHF provides time-limited rental payment assistance to case-managed clients of SSD.
2. Administration of State Homeless Assistance Program (SHAP) funds sub-granted to the Annie Ross House family shelter and Clackamas Women's Services domestic violence shelter.
3. Initial screening and intake for families wanting to enter the Annie Ross House shelter and two interfaith hospitality shelter networks (SON and LOTSM).
4. Administration of the federal Emergency Food and Shelter Program (EFSP) and contracts with local shelters to provide night of shelter to homeless persons.
5. Local administration of the state Emergency Housing Account (EHA). These funds support case management to families accessing the two interfaith hospitality network shelters. EHA funds are also used to support shelter bed nights at Clackamas Womens Service's, Annie Ross House, and the Inn Home emergency shelters.
6. Operation of a locally funded Bridges to Housing program that provides high needs homeless families a longer term housing subsidy and intensive, comprehensive case management that focus on permanent housing stability and increasing income.

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

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

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

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

#### **Actions planned to enhance coordination between public and private housing and social service agencies**

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

1. Coordinate with the Countys Community Health and Social Services Divisions to maximize utilization of resources available to meet the needs of the homeless and persons with mental illness who need housing services.

2. Maintain the County SSD partnership with the State of Oregon Department of Human Services to operate the Housing Stabilization Program in the county. Now in its seventh year, the program serves families with children for up to 12 months. SSD provides families intensive case management services with a goal of locating and maintaining safe, stable and affordable housing.

3. Maintain the partnership with SSD, Clackamas Women's Services, and Northwest Housing Alternatives to administer and operate the Homeless Prevention and Rapid Re-Housing Program. The program includes 3 elements: Rent Subsidy Program designed to provide short term (3 months) and medium term (up to 6 months) of rent subsidies to low- and moderate-income renters. A Rapid Re-Housing Program designed to provide housing placement, short-term rental assistance, case management and other support services to families with dependent children who have been living in emergency shelters



or on the streets for at least seven days. Counseling and Housing Stabilization Services including case management, outreach, housing search and placement, legal services, and Credit Repair.

4. Maintain the SSD partnership with HACC and Mental Health to operate the HUD funded Shelter-Plus-Care Program. Shelter Plus Care provides rent assistance to case managed clients of Social Services and Mental Health who are homeless.

5. Coordinate with SSD and Northwest Housing Alternative to ensure the continued success of the HomeBase Program homeless prevention and rapid rehousing services. This coordination will include sharing of information concerning case management best practices, and consistent and accurate data entry into the Homeless Management Information System.

#### **Discussion:**

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

In 2020 CDD is funding several affordable housing projects, an employment training program, a fair housing rights and information program, homeless shelter and rapid rehousing services.

## Program Specific Requirements

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

**Introduction:**

The COVID 19 virus public health crisis is now causing large scale economic crisis through unemployment and lack of economic activity. Vulnerable population numbers are increasing rapidly in Clackamas County. The projects and services listed in this plan will very likely be adjusted to meet this increased demand for services. The County has been notified that the CAREs Act will provide an allocation of CDBG CV and ESG CV funds.

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(I)(1)

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

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

#### Other CDBG Requirements

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

#### HOME Investment Partnership Program (HOME)

##### Reference 24 CFR 91.220(I)(2)

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

The County does not anticipate offering any other forms of investment of HOME funds beyond those described in 24 CFR 92.205(b) in the 2020 program year.

The County will ensure that matching contributions from non-federal sources are made to housing that qualifies as affordable housing under the HOME program in 2020-2021. Matching funds will be in amount not less than 25 percent of the funds required to be matched per 24 CFR 92.218. We anticipate that eligible match will come primarily from non-federal cash contributions such as the State Housing Trust Fund, the value of foregone local fees or taxes and the value of donated voluntary labor and professional services.

#### **HOME Project-Related Soft Costs**

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

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

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

The Clackamas Homebuyer Assistance Program (CHAP) HAS FUNDED low-income first time homebuyers with downpayment and reasonable closing costs. In accordance with 24 CFR

92.254(a)(4), the period of affordability is five years. This program has been postponed indefinitely.

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

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

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

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

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

The Clackamas Homeownership Assistance Program (CHAP) is suspended for the 2019 -2020 program year, due to lack of activity and staffing changes. Clackamas County uses the HOME affordable homeownership limits for the area provided by HUD. Eligible CHAP properties must have a maximum price of 95% of current median purchase price for the area as established by HUD. The

purchase price may not exceed the appraised value.

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

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

The County does not anticipate using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds in the 2020 program year.

#### **Emergency Solutions Grant (ESG) Reference 91.220(I)(4)**

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

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

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

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

2. If the Continuum of Care has established centralized or coordinated assessment system that

meets HUD requirements, describe that centralized or coordinated assessment system.

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

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

In 2017 calendar year (January 1, 2017 to December 31, 2017), the Coordinated Housing Access line staff processed a total of 5,447 calls for assistance.

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

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

A Rapid Rehousing and Homeless prevention program will also be funded in FY2020. At this time a provider has not been selected. The contracts will be renewed annually at level funding. ESG and CoC providers are engaged in homeless services planning and ESG allocations. In FY2020 we anticipate that the ESG funding level will be decreased by 5% each year, the HMIS project will be decreased or increased based on the anticipated funding levels.

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

regarding facilities and services funded under ESG.

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

5. Describe performance standards for evaluating ESG.

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

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

The COVID 19 virus public health crisis is now causing large scale economic crisis through unemployment and lack of economic activity. Vulnerable population numbers are increasing rapidly in Clackamas County. The projects and services listed in this plan will very likely be adjusted to meet this increased demand for services. The County has been notified that the CAREs Act will provide an allocation of CDBG CV and ESG CV funds.

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

For the 2020 Action Plan, CDD staff presented and discussed recommended funding for CDBG and ESG projects with CoC members on February 26, 2020. CDD staff discussed ESG and CoC funding allocations, performance standards, outcomes, policies and procedures as well as the annual consultation process which occurs in March of every year. CoC members were invited to submit testimony on the funding levels and projects in the 2020 Action Plan at the April 9th public hearing.

## Attachments



## Citizen Participation Comments

### NOTICE OF PUBLIC MEETING

The Clackamas County Community Development Division will hold a

#### PUBLIC MEETING

Clackamas County Development Services Building  
150 Beavercreek Road, DSB Room 115  
Oregon City, Oregon  
Wednesday, October 30, 2019  
6:00 p.m.

The purpose of the meeting will be to receive testimony from citizens on housing and community development needs for the County's Housing and Community Development Program. Attendees can ask questions about the program and learn what types of projects are eligible for funding as well as how to apply for these grants.

Citizen's views received at the hearing will be considered during the preparation of the County's 2020 Action Plan.

For more information contact Mark Sirois at [marksir@clackamas.us](mailto:marksir@clackamas.us) or by phone at 503-655-8591.

#### Reasonable accommodation will be provided for any individual with a disability

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

Contact: Kevin Ko, Clackamas County Community Development, 2051 Kaen Road, Suite 245, Oregon City, Oregon 97045. Telephone: (503) 655-8591. E-Mail: [kko@co.clackamas.or.us](mailto:kko@co.clackamas.or.us).

Clackamas County Community Development  
Public Meeting Summary

6:00p.m. Wednesday, October 30, 2019  
2015 Kaen Road DSB Room 115  
Oregon City, Oregon

In Attendance:

Valerie Renteria, Estacada Senior Community Center  
Jan Gilliland, Estacada Senior Community Center  
Carrie Young, resident - testimony attached  
Alan Boesel, Proud Ground Board Member – testimony attached  
Jackie Keogh, Proud Ground  
Diane Linn, Prod Ground, Executive Director – testimony attached  
Lloyd Musser, Mt. Hood Museum  
Diane Lotking, Mt Hood Museum  
Mark Sirois, Project Manager, Community Development Program

Mark Sirois, Community Development Division, opened the meeting at 6:00p.m. by thanking everyone for attending and asked that everyone sign-in. Mark distributed the Funding Recommendations list and the Public Meeting Schedule. Mark explained that the public meeting was a chance for community members to learn about the Community Development Program and the funding that HUD provides. The meeting also provides an opportunity to get information from citizens on the specific community needs and discuss potential future housing and community development projects in the County.

Mark continued by saying that the anticipated federal funding in the coming year is still unknown. Although Community Development Block Grant (CDBG) funding for construction projects and services is expected to be at the same level of about \$2 million per year. Funding for homeless services comes from the Emergency Solutions Grant (ESG) funding which is also expected to remain level at about \$180,000 per year. The HOME funding that is used to build affordable housing is expected to be about \$950,000 per year. This year the applications for project proposals will be available starting November 1<sup>st</sup>. Anyone who wants a copy of the questions can email Mark. Project applications will be through the online ZoomGrants website again.

Also if anyone has any questions after this meeting they can call or email Mark. There will be an additional meeting on November 14<sup>th</sup> for people who could not attend today's meeting. After CD staff review proposals in January and February, staff will make recommendations for funding to the Policy Advisory Board made up of city representatives. The funding recommendations will be part of the draft 2020 Action Plan that will be posted in March. Interested persons on the email list will get a notice by email.

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The Board of County Commissioners (BCC) Public Hearing for the Action Plan is scheduled for April 9 this year. The next CDBG plan year will begin July 1, 2020. Mark opened the floor for people to introduce themselves and discuss the needs they see in the community and their particular project ideas.

Public Comments:

Jackie Keogh with Proud Ground asked if the County had prioritized first time homebuyer programs for funding. Jackie said that other cities and Counties are investing in this first time homebuyer program because they see the community benefits of the program. Proud Ground maintains ownership of the land and just sells the house to low income homebuyers. The program quickly creates new affordable units through the sale of existing housing units and avoids costly construction costs. Then those units generally can help multiple families get into homeownership to build equity while still being affordable to low-income families. The Proud Ground model assists families with an \$80,000 down payment. Mark responded that the CD program has funded a first time homebuyer program in the past and that the North Clackamas Renewal Area has been funding first time homebuyer loans as well.

Alan Boesel also with Proud Ground said that the first time homebuyer program allows low-income families a change to get into the housing market by reducing the cost of the mortgages. This really benefits families who can then built up their credit and wealth by owning a home and being part of a community. (Testimony attached)

Carrie Young also spoke in favor of the first time homebuyer program. Carrie said that in this new economy homes are now places of business for women and single moms. The first time homebuyer program was a real turning point in her life and helped her get started on her small business.

Diane Lotking with the Mt Hood Museum said that they wanted to know if there was funding for a community center at the Mt. Hood village. The Mt Hood Museum is serving as a community center but they would like to expand the museum to allow for more meeting rooms and programs to use the facility. Mark said that CDBG funding requires that low-income persons as benefited by the project so we would have to determine service areas and who would benefit. Mark asked how the museum had qualified for the past funding of the elevator. Diane said that the elevator allowed for ADA access to the building.

Lloyd Musser asked when the funding could be available and how they should plan their project with multiple sources of funds. Mark said that the CDBG funds would require that the project be built using prevailing wages and that the County CD program would be involve with bidding and monitoring wages if the project was funded. Lloyd asked about funding in 2022. Mark stated that this cycle of applications would be for funds

available after July 1, 2020 and after July 1, 2021. The next funding application cycle will be in Fall 2022.

Valerie with the Estacada Community Center talked about how CDBG funds had helped with their roof project but they did not get enough funding to help with the heat pumps that they had also requested. Mark said that the original construction bids on that project were so high that they had to re-design the project to focus on the roof replacement only. The next bids were more reasonable and the roof replacement project could proceed. The roof was completed and the center has lower energy bills now.

Valerie also said that the Center has a large 12 acre property with a farm house that they would like to somehow develop into affordable housing for seniors. The 2 senior housing apartments in Estacada have very long wait lists. Mark suggested that the Center get more information on what the land is zoned. There are several models to develop the land including land trusts, tenant owner manufactured housing parks, tiny house villages. Jackie with proud Ground offered to help the Center review options as well as reference a Real estate Development company that she would recommend.

Mark asked if there were any other questions or comments. Mark reminded folks that the project funding application cycle will be open online Zoomgrants website beginning November 1<sup>st</sup>. There also be another public meeting on November 14<sup>th</sup> to answer any questions about the application process. If anyone would like the questions emailed to them they can call or email Mark. Mark also said that CDD staff are available anytime by phone and email to discuss potential project ideas and to help answer any questions about the CDBG application process.

Mark thanked everyone for attending and reminded folks to look for more meeting notices that he would send by email. The public meeting concluded at 7:00 p.m.



October 16, 2019

Mark Sirolis, MPA  
Clackamas County Health, Housing and Human Services Department  
Community Development Division  
2561 Keen Road #245  
Oregon City, OR 97045

**RE: Input on Clackamas County's Housing and Community Development Program 2020-2021**

In 2012, Proud Ground merged with the Clackamas Community Land Trust to ensure long-term stewardship of the 48 permanently affordable homes in the County. Now as a regional Community Land Trust serving four counties throughout the Port and Metro, Proud Ground is the only affordable housing provider that can ensure permanently affordable homeownership opportunities in Clackamas County. Clackamas County's Housing and Community Development Program would better serve the entire affordable housing continuum if it included homeownership investments and prioritized permanent affordability. With the housing crisis creating aggressive market forces, it is essential that permanently affordable homeownership opportunities are prioritized to not only stabilize working families today, but to ensure that Clackamas County maintains its affordability for years to come for future generations of residents. By investing in permanent affordability, the City's one-time investment in a single home will serve an average of three, income-qualified households within the life of each home.

In the Community Land Trust model, Proud Ground homeowners receive a fair return on their initial investment and agree to maintain that affordability for the next homebuyer. While still building wealth, Proud Ground homeowners help future generations of homebuyers have access to affordable homes, like they did. All 48 of the Clackamas Community Land Trust homes have remained in Proud Ground's portfolio and their original investment has grown as the homes have appreciated in value. Using this model, Proud Ground has resold 23 homes in Clackamas County to households earning at or below 80% AMI. Given the appreciation of Clackamas County's real estate market, the County would have had to invest \$1,515,208 in these homes to keep them affordable. Thanks to the Community Land Trust model, these homes resold to income-qualified households earning an average of 64% AMI without needing any additional investment to maintain their affordability. Of the homeowners who purchased resales, 74% were female-headed households and 43% were households with children.

Resales of existing permanently affordable homes in Clackamas County are the only housing pipeline that Proud Ground has in the County. Proud Ground would like to expand its housing pipeline in Clackamas County to support its waitlist of 122 households who want to purchase a first-time home in Clackamas County. Of those households, 40% are mortgage-ready but given their average household income of 50% AMI, cannot afford to purchase a home on the market. Proud Ground works with households earning lower incomes to help them leverage a traditional mortgage and purchase their first home at an affordable price.

*Dreams Start Here.*

5288 N INTERSTATE AVE., PORTLAND, OREGON 97217, 503.493.0293, [www.proudground.org](http://www.proudground.org)



If affordable homeownership was prioritized and funded, Proud Ground could offer more residents each year affordable homeownership opportunities. Proud Ground would administer multiple down-payment assistance grants to homebuyers purchasing existing and new construction housing using CDBG funds. Community benefits of this program include:

- **Cost effectiveness** - Down-payment assistance grants are the least expensive way to create a new homeownership opportunity when compared to rehab and new construction. The one-time funding stays in the home and serves more households upon resale.
- **Quality homes on a quick timeline** - the fastest way to create a new homeownership opportunity is through a down-payment assistance grant. The program helps homebuyers find a home on the open-market and then lowers the price of the home with a down-payment assistance grant using HUD funding. These homes meet durability, health, safety, and energy efficiency standards to ensure a strong portfolio when the home resells.
- **Successful homeownership** - Proud Ground has never lost a home to foreclosure because of its stewardship model and homeowner support systems in place.
- **Demonstrated ability to spend all allotted resources**- Proud Ground has a long history throughout Greater Portland Metro in spending all allocated funding and over-achieving on its HUD timelines and benchmarks. Proud Ground is currently using CDBG funding in Washington, Clark, and Multnomah County.

Proud Ground encourages the inclusion of homeownership and prioritization of permanent affordability among the continuum of affordable housing solutions that are already included.

Thank you for your consideration.

Sincerely,

Diane Linn, Executive Director  
Proud Ground

*Dreams Start Here.*

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October 30, 2019

Mark Sirpis, MPA  
Clackamas County Health, Housing, and Human Services Department  
Community Development Division  
2051 Kaen Road #245  
Oregon City, OR 97045

RE: Input on Clackamas County's Housing and Community Development Program 2020-2021

My name is Adam Boesel, and I am currently serving on the Board of Directors for Proud Ground as the representative for Clackamas County, and have been a homeowner in West Linn since 2012.

We moved to West Linn for the schools, and because it was where we could afford a 3 bedroom home. Since then, the home we bought has increased in value from \$264K to \$450K, about 70%. We would not currently be able to afford to purchase that home today. I understand the importance of purchasing a home as soon as possible.

I'll briefly give a couple reasons why Proud Ground is a great option for investing the funds you have for Housing and Community Development.

1. By providing an affordable mortgage, the homeowner has a better chance of also being able to afford upkeep on the property. In addition, homeowner occupied units may be more incentivized to maintain their own property.
2. Clackamas county has great public schools, and I know the more diverse our public schools are, the better it is for our kids and the community. Other hardworking people who qualify for a mortgage (good credit, good jobs, etc.) should also have access to those same public schools.
3. Since being invited to join the Board of Directors this past summer, I've attended several Proud Ground events, met many homeowners and most of the staff, and become familiar with the organization financials. As far as I can tell, everything about Proud Ground is operating at a high level. This is an organization that will deliver on its promises.

Thank you,

  
Adam Boesel



## HOME OWNERSHIP

**MARK SIROIS, MPA**

**CLACKAMAS COUNTY HEALTH, HOUSING AND HUMAN SERVICES DEPARTMENT  
COMMUNITY DEVELOPMENT DIVISION**

**RE: THE IMPORTANCE OF HOMEOWNERSHIP FOR INPUT ON CLACKAMAS COUNTY'S HOUSING AND  
COMMUNITY DEVELOPMENT PROGRAM 202-2021**

10.24.2019

In the summer of 1997, my fiancé and I saved relentlessly. Combined with a gift from my grandfather, we just barely came up with the \$6,500 down payment and closing costs for our brand new \$104k single family residential home. Never had I been more excited for new carpet (priceless), a small back yard of dirt ready to be nurtured and tons of white walls I could paint with color. This home was my baby, I had purpose.

Fast forward to 2003 and I'm now a single woman with assets consisting primarily of half the proceeds from our previous home (yay for the "American savings account"). During this time, financing was "loose" and I had been educated in real estate, so I went for it. I dumped nearly all the funds I had (blood, sweat and tears included) into a 1952 cottage home that needed a little TLC. It didn't matter to me that I was a little overleveraged. What mattered was that I had "security," a home of my own and together, we would grow.

Weekends were spent working on the home. I learned how to fix sprinklers, a leaking toilet, prune fruit trees, and how to install tile and baseboard... I learned about fortitude when the housing market turned, my salary was cut and I was obligated to make house payments on a home that was losing equity faster than the season could change. I learned to "make do," conserve, take care of thy neighbors, and be grateful for a roof over my head. I learned about community, and the unique assets tied to a particular place, which are built over a period of time.

Today, I feel lucky. What propelled me into home ownership is not available. We are not building new construction like we used to. Entry level single family homes are few and far between. Affordability concerns and inventory shortages are widely spoken of. Not everyone has a gifting grandpa.

Often, we hear about the benefits of homeownership with respect to equity appreciation, stability, tax deduction, and access to schools. But what about the soft benefits and life lessons such as character building, trade knowledge, lessons in finance, creative freedom, or conservation and sustainability? How do we measure those contributions to society?

That home I spoke of back in 2003, is now a rental property in my modest portfolio of what I call retirement. Although I can't give it the love and attention the community deserves (landlord decisions need to be made), I make up for it with improvements on the single-family residential property my partner Kevin Dier and I own in Oregon City. Such as, new solar powered skylights that open to let in fresh air, breeding creativity in my home office and reducing the use of electricity in cooling down our upstairs level. Cover crop for our 8x8 garden plot in the front yard to regain soil strength and reduce erosion. Care of lavender plantings to help attract pollinators which are crucial to the production of the dwarf blueberry bushes we planted that provide enough fruit for a season of healthy smoothie breakfasts – fueling us forward in our careers and contributions toward society.

I would not be where I am or be who I am today without my experiences with homeownership. I feel well-rounded and grateful. Therefore, I believe there should be options for everyone to experience homeownership. For that, I stand with and support Proud Ground and their pursuits. I encourage the inclusion of homeownership and prioritization of permanent affordability among the continuum of affordable housing solutions.

Sincerely,

**CARRIE M. YOUNG, BA GEOGRAPHY, MINOR: REAL ESTATE AND LAND USE AFFAIRS (DEGREE INSPIRED BY HOMEOWNERSHIP)  
SOLE OWNER, SLICE OF A CITY, LLC | PART-TIME SALES ASSOCIATE, COLUMBIA SPORTSWEAR CO.  
379 Barker Ave (place of business and residential home)  
Oregon City, OR 97045**

cc. Kevin Dier, PCC, VP Business Development Johnstone Supply, Inc. | Diane Linn, Executive Director, Proud Ground



[sliceofacity.com](http://sliceofacity.com) | mailing address: PO Box 2409 Oregon City, OR 97045





October 16, 2019

Mark Sirols, MPA  
Clackamas County Health, Housing and Human Services Department  
Community Development Division  
2051 Keen Road #245  
Oregon City, OR 97045

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**Next Step Strategies, Inc.**

**An Intentional Community**

**8909 SE Tolbert St. Clackamas, Or 97015**

**Dear Clackamas County Board of Commissioners,**

**We are really excited to learn that we have been chosen for the next round of block grants in 2021 for assistance to buy the property next to our first intentional community.**

**As you might remember, you helped us with the road in 2018,**



**and we take really good care of it.**

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**to finish. As we anticipate completing our last 4 duplexes this fall, we will be in perfect position to add additional housing when we acquire adjacent property.**



**There are many things that make our intentional community unique,**



**but one thing we are most proud of is our fiscal responsibility. We waited until we had the money in the bank to start each step of our build so that whatever we completed added the same value to the land as it cost to construct. While that made our whole community take about 3 years to build, we will be**



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It really has turned out better than I ever could have imagined. We look forward to and really appreciate your continued interest in our little community.

Ann M Wilkinson

## PUBLIC HEARING

The Clackamas County Board of County Commissioners will hold a

### PUBLIC HEARING

At the Public Services Building

Hearings Room - 4<sup>th</sup> Floor, Room 409

2051 Kaen Road, Oregon City, Oregon

Thursday, April 9, 2020 at 10:00 A.M.

This hearing will satisfy a U.S. Department of Housing and Urban Development requirement that the public annually be given an opportunity to review the past performance of the County's Community Development programs. The hearing is also to review the Proposed 2020 Community Development Action Plan.

The Proposed 2020 Action Plan consists of projects selected for funding in the July 1, 2020 to June 30, 2021 program year. The Action Plan acts as the County's annual applications under the three grant programs. Action Plan grant application materials will enable the County to receive an estimated \$2,200,000 in Community Development Block Grant (CDBG) funds, an estimate \$1,000,000 in Home Investment Partnerships (HOME) funds, and an estimated \$185,000 in Emergency Solutions Grant (ESG) funds during the 2020 fiscal year.

The hearing will consist of three parts:

- 1) A review by the Community Development Manager, Mark Sirois, of the past performance of the County's Community Development programs;
- 2) A review of the Proposed 2020 Community Development Action Plan; and
- 3) An open discussion period during which citizens may testify on the plan or the County's community development needs.

The draft 2020 Action Plan has been posted at this website:

<http://www.clackamas.us/communitydevelopment/maps.html>. For additional information, or to submit comments, contact Mark Sirois at the Clackamas County Community Development Division, (503) 655-5891, 2051 Kaen Road – Suite 245, Oregon City, Oregon 97045. Comments will be accepted until 5:00 p.m., Monday, April 20, 2020.

### Reasonable accommodation will be provided for any individual with a disability

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

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

## HOME OWNERSHIP

MARK SIROIS, MPA

10.24.2019

CLACKAMAS COUNTY HEALTH, HOUSING AND HUMAN SERVICES DEPARTMENT  
COMMUNITY DEVELOPMENT DIVISION

RE: THE IMPORTANCE OF HOMEOWNERSHIP FOR INPUT ON CLACKAMAS COUNTY'S HOUSING AND  
COMMUNITY DEVELOPMENT PROGRAM 202-2021

In the summer of 1997, my fiancé and I saved relentlessly. Combined with a gift from my grandfather, we just barely came up with the \$6,500 down payment and closing costs for our brand new \$104k single family residential home. Never had I been more excited for new carpet (priceless), a small back yard of dirt ready to be nurtured and tons of white walls I could paint with color. This home was my baby. I had purpose.

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CARRIE M. YOUNG, BA GEOGRAPHY, MINOR: REAL ESTATE AND LAND USE AFFAIRS (DEGREE INSPIRED BY HOMEOWNERSHIP)  
SOLE OWNER, SLICE OF A CITY, LLC | PART-TIME SALES ASSOCIATE, COLUMBIA SPORTSWEAR CO.  
379 Barker Ave (place of business and residential home)  
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cc. Kevin Dier, PCC, VP Business Development Johnstone Supply, Inc. | Diene Linn, Executive Director, Proud Ground



[sliceofacity.com](http://sliceofacity.com) | mailing address: PO Box 2409 Oregon City, OR 97045





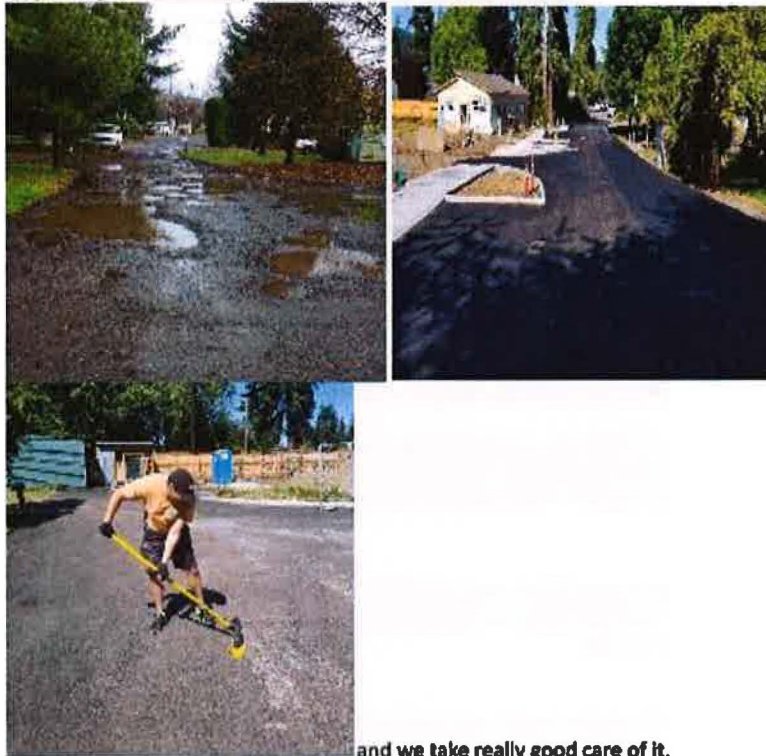
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Ann M Wilkinson



2316 SE Willard, Milwaukie, Oregon 97222  
p: 503.654.1007 • f: 503.654.1319 • www.nwhousing.org

Hello,

My name is Peter Rosenblatt and I am the Program Manager for Northwest Housing Alternatives' *Homeless Intervention Services* which includes the Annie Ross House Shelter. Thank you for allowing me to speak here today *in favor* of the Funding Recommendations within the 2020 Action Plan put forth by the Clackamas County Community Development Division of the Health, Housing and Human Services Department. This robust and diverse slate of projects & programs will expand and provide some support for the safety net needed by those most vulnerable across the county.

I want to focus my time specifically on how these funds support the Annie Ross House. Reopened in November of 2019, after an 18-month hiatus, the new Annie Ross House Shelter has increased its shelter capacity by 60%. We remain the only Homeless Family Shelter within Clackamas County and our goal is to keep this program aligned with our original vision (now 33 years old) to focus solely on families within or connected to Clackamas County. With an annual operating budget of \$750,000 it is of paramount importance to us that we secure the needed funding to maintain our Clackamas County-centric goal. The funds within this Action Plan, along with other contracted funding from the County, while not yet meeting the full cost of the shelter, does provide a solid foundation from which we can all work together to build upon.

Since reopening on November 3<sup>rd</sup>, 2019 we have remained at capacity while serving 21 families (including the 8 currently within our shelter program) and a total of 69 family members. Our average length of shelter stay is currently 64-days and our goal is to get this down to 45. In order to achieve a shortened length of stay and serve 60 families per year, it is vital that financial assistance funding such as the TBRA investments within this Action Plan continue to be available and whenever possible increase. Without these resources families would either need to leave Annie Ross House without yet securing safe and stable housing or would remain in the shelter as they vie for limited available financial support thus extending their average length of stay exponentially.

Thank you for your consideration and support of the Annie Ross House Shelter & this funding recommendations package within the 2020 Action Plan.

A handwritten signature in black ink, appearing to read "Peter Rosenblatt".

Peter Rosenblatt  
Annie Ross House/Homeless Intervention Services  
Program Manager



**The Confederated Tribes of the Grand Ronde Community of Oregon**  
*Umpqua Molalla Rogue River Kalapuya Chasta*

Tribal Council  
Phone (503) 879-2301  
Fax (503) 879-5964

1-800-422-0232  
9615 Grand Ronde Road  
Grand Ronde, OR 97347

April 7, 2020

Clackamas County Board of Commissioners  
2051 Kaen Road  
Oregon City, Oregon 97045

Re: Letter of Support

Dear Members of the Commission:

The Confederated Tribes of Grand Ronde is pleased to support the funding request of the City of West Linn and Willamette Falls & Landings Heritage Area Coalition (WFLHAC) for CDBG funds to construct ADA improvements to the West Linn Historic City Hall and Cultural Center's renovation. Both the City of West Linn and WFLHAC have consistently demonstrated their ability to work collaboratively with all partners, both public and private, in the Heritage Area that makes up Willamette Falls Heritage Area. This grant application and building capital campaign is no exception. Our Tribe shares their vision for a regional Multi-Cultural Center with an interpretive exhibit gallery, and public meeting and classroom spaces dedicated to Arts, Heritage and Culture. All on the banks of the Willamette River at the falls, a place our Tribal people have occupied since time immemorial.

The promise of a cultural center so close to the falls provides the opportunity for our Tribal community to engage in telling our stories and history and creating our traditional art in a place that represents the home of our ancestors. And, as Heritage Area partners, we will be able to share that timeless story with residents of the area and visitors to this special place. The non-profit arm of this partnership, WFLHAC has done an extraordinary lift in bringing together partners, funders, and volunteers in the Clackamas County community to share the workload, vision and effort to make this a reality. The City has seen the impact of citizen engagement at its best where this effort is concerned. But making the building accessible is a critical need – and that's where this CDBG funding will do the greatest good for the community.

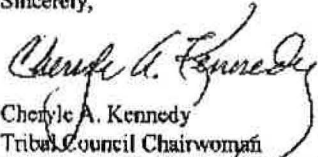
The Multi-Cultural Center is a unique partnership of public, nonprofit and tribal organizations that benefits the general public. That kind of community partnership and civic and community engagement is the template of the work WFLHAC does on a day to day basis. They, like us, know that solutions come from people working together in partnership. This multi-cultural center is one that honors all people, one that a Tribal community like ours can whole heartedly

*Treaties*  
*Rogue River 1853 & 1854 ~ Umpqua-Cow Creek 1853 – Chasta 1854 ~ Umpqua & Kalapuya 1854*  
*Willamette Valley 1855 ~ Molalla 1855*

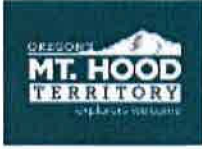
support and participate in. It offers the respect and welcome of the guest-host relationship that our ancestors extended to newcomers. It is the inclusive welcome that is so needed in our world and in Clackamas County.

As a Tribal partner we are enthusiastic about the potential of working collaboratively to tell our stories and share our history; which is deeply anchored in this place. WFLHAC and the City of West Linn has our support in seeking CDBG support for this project and our confidence that they will be the best stewards of your wise investment.

Sincerely,

  
Cheryl A. Kennedy  
Tribal Council Chairwoman  
The Confederated Tribes of Grand Ronde

*Treaties*  
*Rogue River 1853 & 1854 ~ Umpqua-Cow Creek 1853 ~ Chasta 1854 ~ Umpqua & Kalapuya 1854*  
*Willamette Valley 1855 - Molalla 1855*



April 8, 2020

Board of Commissioners  
Clackamas County  
2051 Kaen Road  
Oregon City, Oregon

RE: City of West Linn/Willamette Falls Heritage Area Coalition CDBG Grant Request

Dear Commissioners,

Clackamas County Tourism & Cultural Affairs supports the City of West Linn's and Willamette Falls & Landings Heritage Area Coalition's application for CDBG funding to assist with ADA improvements necessary for the renovation of West Linn's historic City Hall as a new multicultural center.

The center will offer interpretive exhibition galleries, public meeting and classroom spaces dedicated to arts, heritage and culture, as well as serve as a hub for collaboration among groups working to share the cultural, industrial and historical significance of The Falls and surrounding area. Located on the bluff overlooking Willamette Falls, the building is an ideal point of departure for visitors wishing to explore the greater Willamette Falls & Landings Heritage Area.

Through our development grant program, we provided a \$100,000 award to assist with project design and construction. We contributed an additional \$20,000 towards pre-project, due diligence work, which resulted in a letter of commitment from the City of West Linn and a pledge of \$400,000 in general obligation bond revenues to help with the renovation.

With these commitments in place, the Coalition launched a capital campaign to raise the remaining funds needed for project execution. Their efforts resulted in additional foundation funding and an increase in the City's general obligation bond commitment.

This project is a unique partnership comprised of public, nonprofit and tribal organizations, which will benefit the general public, residents and visitors alike.

Thank you for your consideration.

Sincerely,

Jim Austin  
Community Relations Lead  
Clackamas County Tourism & Cultural Affairs

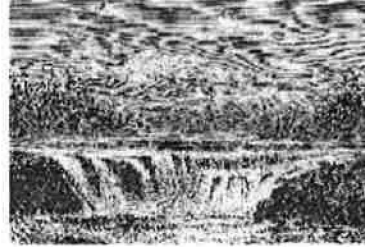
Clackamas County Tourism & Cultural Affairs - www.MtHoodTerritory.com - 1832 Blackhawk Rd., Suite 100, West Linn, OR 97068 - 503.855.8400



**WILLAMETTE FALLS HERITAGE  
FOUNDATION**

*Preserving and sharing stories of human enterprise  
and the power of the great Falls of the Willamette  
River*

PO Box 635, West Linn, Oregon



April 7, 2020  
Clackamas County Board of Commissioners  
2051 Kaen Road  
Oregon City, Oregon

**Re: Letter of Support – City of West Linn and Willamette Falls & Landings Heritage Area Coalition  
Funding Request  
CDBG Funds to Construct ADA Improvements for the Historic City Hall/Multi-Cultural Center**

Dear Commissioners:

The Willamette Falls Heritage Foundation (Foundation) (aka Friends of the Locks) is pleased to support the request from the City of West Linn and Willamette Falls & Landings Heritage Area Coalition (Coalition) for CDBG funding to construct ADA improvements for the renovation of West Linn's historic city hall to a Multi-Cultural Center (Center).

The renovation represents a tremendous opportunity to greatly benefit multiple organizations as well as the general public. However, the age of the building requires significant improvements to assure accessibility for all and compliance with the Americans with Disability Act (ADA).

The Coalition works collaboratively with all partners, both public and private, in the area that makes up the Willamette Falls and Landings Heritage Area. This capital campaign is no exception. Our Foundation shares the Coalition's vision for the Center to be a regional resource with an interpretive exhibit gallery and public meeting and classroom spaces dedicated to arts, heritage and culture. The historic city hall is ideally situated to achieve this purpose – being adjacent to the iconic Oregon City-West Linn Arch Bridge below the great Falls of the Willamette River and its proximity to the Civil War-era Willamette Falls Navigational Canal and Locks. It is conveniently located on Highway 43 at I-205 Exit 8.

For over 20 years the Foundation has worked to raise awareness of the industrial heritage of the Willamette Falls area through festivals, art exhibits, educational materials, West Linn Paper Mill tours, and advocacy for heritage preservation. The Foundation was an early recipient of a gift from the Coalition to further our efforts in seeking the reopening of the Locks. Two of our board members are officers of the Coalition. We have fully supported the Coalition's efforts to obtain National Heritage Area status which will play a significant role to enhance the Foundation's and other heritage and culture related organizations' diverse heritage-focused missions and goals in the area.

CDBG Funding Request for ADA Improvements  
Page 1

The Coalition is leading the effort for the Center to be a unique partnership between public, nonprofit and tribal organizations. This kind of community partnership and civic and community engagement is the template of the work the Coalition does on a day-to-day basis. They, like us, know that successful solutions come from people working together in partnership. The proposed Multi-Cultural Center is that kind of solution, one that is needed in our county.

The Foundation is doubly interested in seeing the historic city hall renovation as the Coalition has reached out to us to allow for some joint office and meeting space in the Center which will allow us to be closer to the structures and heritage we promote. ADA improvements are an essential component of building code requirements that will make the Center accessible to all populations. Due to the building's age, funding is greatly needed to bring it up to appropriate standards. The CDBG funding will greatly help in achieving these requirements.

The City of West Linn and the Coalition has our support in seeking funding for this project and our confidence that they will be the best stewards of your wise investment. We greatly appreciate your consideration of this grant.

Very truly yours,

Nancy Kraushaar, Vice President On behalf of Troy Bowers, President  
Willamette Falls Heritage Foundation

CDBG Funding Request for ADA Improvements  
Page 2





April 7, 2020

Siobhan Taylor  
Executive Director  
Willamette Falls & Landings Heritage Area Coalition  
PO Box 7  
West Linn, OR 97068

Dear Siobhan,

The Lake Oswego Preservation Society is pleased to support the grant funding requests of the Willamette Falls & Landings Heritage Area Coalition for the renovation and adaptive reuse of West Linn's historic city hall building. We share your vision for how a new regional Multi-Cultural Center for arts and heritage could benefit not just small cultural organizations like ourselves, but the greater community and visitors to our area as well.

Most specifically, the Lake Oswego Preservation Society supports your effort to preserve and bring new life to a historically significant building. Our organization has received recognition, both locally and statewide, for our historic preservation advocacy, and are pleased that the Willamette Falls & Landings Heritage Area Coalition has demonstrated a commitment not just to the preservation of this landmark-worthy building, but to other historically important buildings and sites throughout the area as well.

We further believe that this Multi-Cultural Center represents a unique partnership of public, nonprofit and tribal organizations that should be a model of community collaboration. Our area is in need of publicly accessible meeting, classroom and exhibition space and this project would also help address those needs in a very innovative way.

So, in conclusion, the Willamette Falls & Landings Heritage Area Coalition has our support in seeking funding for this project as well as our confidence that you will be smart and responsible stewards of community investment.

Sincerely,

*Rachel Verdick*

Rachel Verdick  
Lake Oswego Preservation Society, President

*We see a future in our past.*

*PO Box 502 • Marylhurst, Oregon 97036 • a 501(c)(3) organization*

Grantee SF-424's and Certification(s)

OYB Number 4340 0304  
 Expiration Date 03/31/2018

Application for Federal Assistance SF-424		
* 1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate reason: <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Data Received: <input type="text"/>	4. Applicant Identifier A: A: CANADA: 00011000	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: E20 00 01 0078	
State Use Only: <input type="text"/>		
6. Data Received by OMB: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: ELACKAMAR COUNTY, OREGON		
* b. Entity/Taxpayer Identification Number (EIN/TIN) 00-0000000	* c. Organization DUNS: 0000000000	
9. Address:		
* Street:	2351 14th Street SW	
* Street 2:	<input type="text"/>	
* City:	WASCO, OREGON	
* County/Parish:	<input type="text"/>	
* State:	OR - OREGON	
* Province:	<input type="text"/>	
* Country:	UNITED STATES OF AMERICA	
* Zip / Postal Code:	97146-4535	
c. Organizational Unit:		
Department Name: HUMAN RESOURCE & ORGANIZATION	Division Name: COMMUNITY DEVELOPMENT DIVISION	
f. Name and contact information of person to be contacted on matters involving this application:		
* Title:	* First Name:	MARK
* Middle Name:	<input type="text"/>	
* Last Name:	MARKS	
* Subject:	<input type="text"/>	
* E-mail:	MARKS@COGEMOUNTAIN.ORG	
Organizational Affiliation: COMMUNITY DEVELOPMENT DIVISION	* Telephone Number: 503-553-8553      Fax Number: 503-553-8553	
* e-mail:	MARKS@COGEMOUNTAIN.ORG	

Application for Federal Assistance SF-424	
<p>* 9. Type of Applicant 1 Select Applicant Type:</p> <input type="text" value="Local Government"/> <p>Type of Applicant 2 Select Applicant Type:</p> <input type="text"/> <p>Type of Applicant 3 Select Applicant Type:</p> <input type="text"/> <p>* Office (optional):</p> <input type="text"/>	
<p>* 10 Name of Federal Agency:</p> <input type="text" value="US DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT"/>	
<p>11. Category of Federal Domestic Assistance Number:</p> <input type="text" value="14-223"/> <p>CFDA Title</p> <input type="text" value="HOMELAND SECURITY GRANT PROGRAM - HERO"/>	
<p>* 12. Funding Opportunity Number:</p> <input type="text" value=""/> <p>* TMA:</p> <input type="text" value=""/>	
<p>13. Competition Identification Number:</p> <input type="text"/> <p>TMA</p> <input type="text"/>	
<p>14. Areas Affected by Project (Cities, Counties, States, etc.):</p> <input type="text"/> <p><input type="button" value="Add Attachment"/> <input type="button" value="Reset Attachments"/> <input type="button" value="View Attachments"/></p>	
<p>* 15. Descriptive TMA of Applicant's Project:</p> <input type="text" value="HOMELAND SECURITY GRANT PROGRAM - HERO"/>	
<p>Attach supporting documents as specified in agency instructions</p> <p><input type="button" value="Add Attachments"/> <input type="button" value="Reset Attachments"/> <input type="button" value="View Attachments"/></p>	

Application for Federal Assistance BF-424	
<b>16. Congressional Districts Of:</b>	
* a. Applicant: <input type="text" value="1, 3, 5"/>	* b. Program/Project: <input type="text" value="1, 3, 5"/>
Add Attachment <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/>	
<b>17. Proposed Project:</b>	
* a. Start Date: <input type="text" value="7/23/2020"/>	* b. End Date: <input type="text" value="7/23/2021"/>
<b>18. Estimated Funding (\$):</b>	
* a. Federal: <input type="text" value="157,222.00"/>	
* b. Applicant:	<input type="text" value=""/>
* c. State:	<input type="text" value=""/>
* d. Local:	<input type="text" value=""/>
* e. Other:	<input type="text" value=""/>
* f. Program Income:	<input type="text" value=""/>
* g. TOTAL:	<input type="text" value="157,222.00"/>
<b>19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b>	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text" value=""/>	
<input checked="" type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input type="checkbox"/> c. Program is not covered by E.O. 12372.	
<b>20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)</b>	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes" provide explanation and attach <input type="text" value=""/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="Save Attachment"/>	
<b>21. "By signing this application, I certify (1) to the statements contained in the list of certifications" and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances" and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 28, Section 1001)</b>	
<input checked="" type="checkbox"/> I AM NOT	
<small>* The list of certifications and assurances, or attached the award you may obtain this list, is contained in the attachment in agency specifications.</small>	
<b>Authorized Representative:</b>	
* First Name: <input type="text" value=""/>	* Last Name: <input type="text" value="TOWNSHIP"/>
* Middle Name: <input type="text" value=""/>	
* Local Name: <input type="text" value="SPRING"/>	
* Title: <input type="text" value="DIRECTOR, DEPT OF HEALTH, HOUSING &amp; HUMAN SERV"/>	
* Telephone Number: <input type="text" value="503-650-5696"/>	* Fax Number: <input type="text" value=""/>
* Email: <input type="text" value="SPRING@SPRINGOR.WA.gov"/>	
* Signature of Authorized Representative: <input type="text" value=""/>	* Date Signed: <input type="text" value=""/>



Application for Federal Assistance SF-424		
*1. Type of Submission: <input type="checkbox"/> Proprietary <input checked="" type="checkbox"/> Applicant <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision	*If revision, select appropriate check(s): <input type="text"/> *Of which type: <input type="text"/>
*3. Date Received: <input type="text"/>	4. Applicant Identifier: CLATSOP COUNTY 00001001	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: H20-05-01-0001	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
<b>B. APPLICANT INFORMATION:</b>		
*a. Legal Name: CLATSOP COUNTY, OREGON		
*b. Employer/Taxpayer Identifier Number (EIN): 02-000236	*c. Organization DUNS: 09887205-3000	
d. Address:		
*Street: Street2: *City: County/Parish: *State: Province: *County: *Zip/Postal Code:	2001 BAKER STREET, SEASIDE, OREGON 97138  SEASIDE, OR  CLATSOP COUNTY OR OREGON OREGON OREGON	
e. Organizational Unit:		
Department Name: HEALTH, HUMAN SERVICES & COMMUNITY DEVELOPMENT	Division Name: COMMUNITY DEVELOPMENT DIVISION	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Middle Name: *Last Name: Suffix: Title: Organizational Affiliation: *Telephone Number: * Email:	MR  STRONG  MANAGER COMMUNITY DEVELOPMENT DIVISION 503-850-3864 MARKETPLACE@CLATSOP.CO.OREGON	



Application for Federal Assistance BF-424	
<b>* 9. Type of Applicant 1: Select Applicant Type:</b> <input type="text" value="County Government"/> <b>Type of Applicant 2: Select Applicant Type:</b> <input type="text"/> <b>Type of Applicant 3: Select Applicant Type:</b> <input type="text"/> <b>* Other (specify):</b> <input type="text"/>	
<b>* 10. Name of Federal Agency:</b> <input type="text" value="DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT"/>	
<b>11. Catalog of Federal Domestic Assistance Number:</b> <input type="text" value="14-100"/> <b>CFDA Title:</b> <input type="text" value="HOME - HOME INVESTMENT PARTNERSHIP - HOUSING"/>	
<b>* 12. Funding Opportunity Number:</b> <input type="text" value=""/> <b>* Title:</b> <input type="text" value=""/>	
<b>13. Competition Identification Number:</b> <input type="text"/> <b>Title:</b> <input type="text"/>	
<b>14. Areas Affected by Project (Cities, Counties, States, etc):</b> <input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Cancel Attachment"/> <input type="button" value="View Attachments"/>	
<b>* 6. Descriptive Title of Applicant's Project:</b> <input type="text" value="ANNUAL BIDDING FOR HOME INVESTMENT PARTNERSHIP - HOUSING"/>	
<b>Attach supporting documents as specified in agency instructions.</b> <input type="button" value="Add Attachments"/> <input type="button" value="Cancel Attachments"/> <input type="button" value="View Attachments"/>	

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**  
 \* a. Applicant: [ ] \* b. Program/Project: [ ]

Attach all additional list of Program/Project Congressional Districts if needed.  
 [ ] [ Add Attachment ] [ Delete Attachment ] [ View Attachment ]

**17. Proposed Project:**  
 \* a. Start Date: [ 6/25/2021 ] \* b. End Date: [ 6/30/2021 ]

**18. Estimated Funding (\$):**

* a. Federal	1,025,000.00
* b. Applicant	[ ]
* c. State	[ ]
* d. Local	[ ]
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	1,025,000.00

\* 19. Is Application Subject to Review By State Under Executive Order 12572 Process?  
 a. This application was made available to the State under the Executive Order 12572 Process for review on [ ]  
 b. Program is subject to E.O. 12572 but has not been selected by the State for review.  
 c. Program is not covered by E.O. 12572.

\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)  
 Yes  No  
 If "Yes", provide explanation and attach [ ] [ Add Attachment ] [ Delete Attachment ] [ View Attachment ]

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 28, Section 1001)  
 I AGREE

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

**Authorized Representative:**

Title: [ Mr. ] \* First Name: [ RICHARD ]  
 Middle Name: [ ]  
 Last Name: [ BULET ]  
 Suffix: [ ]

\* Title: [ DIRECTOR, HEALTH, HOUSING & HUMAN SERV. DEPT ]

\* Telephone Number: [ 503 850 5404 ] Fax Number: [ ]

\* Email: [ RBK111@OLYMPIA.GOV ]

\* Signature of Authorized Representative: [ ] \* Date Signed: [ ]





Application for Federal Assistance SF-424		
<b>1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		<b>2. Type of Application:</b> (If Revision, enter appropriate letter(s)) <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision
<b>3. Date Received:</b> <input type="text" value=""/>		<b>4. Applicant Identifier:</b> <input type="text" value="CLACKAMAS COUNTY 2018 2020"/>
<b>5a. Federal Entry Identifier:</b> <input type="text" value=""/>		<b>5b. Federal Award Identifier:</b> <input type="text" value=""/>
<b>6. State Use Only:</b> <b>6. Date Received by State:</b> <input type="text" value=""/>		
<b>7. State Application Identifier:</b> <input type="text" value=""/>		
B. APPLICANT INFORMATION:		
<b>8. Legal Name:</b> <input type="text" value="CLACKAMAS COUNTY, OREGON"/>		
<b>9. Employer/Issuer Identification Number (EIN/IN):</b> <input type="text" value="50-012206"/>		<b>10. Organization EIN/IN:</b> <input type="text" value="0000000000"/>
<b>d. Address:</b>		
<b>1. Street:</b> <input type="text" value="2001 3RD ST SEASIDE"/>		
<b>Street 2:</b> <input type="text" value=""/>		
<b>2. City:</b> <input type="text" value="SEASIDE CITY"/>		
<b>County:</b> <input type="text" value=""/>		
<b>3. State:</b> <input type="text" value="OR, OREGON"/>		
<b>4. Province:</b> <input type="text" value=""/>		
<b>5. Country:</b> <input type="text" value="USA, UNITED STATES"/>		
<b>6. Zip/Postal Code:</b> <input type="text" value="97138-0000"/>		
<b>e. Organizational Unit:</b>		
<b>Department Name:</b> <input type="text" value="HEALTH, COMMUNITY DEVELOPMENT DIVISION"/>		<b>Division Name:</b> <input type="text" value="COMMUNITY DEVELOPMENT DIVISION"/>
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
<b>Prefix:</b> <input type="text" value="Mr."/> <b>First Name:</b> <input type="text" value="DAVE"/>		
<b>Middle Name:</b> <input type="text" value=""/>		
<b>Last Name:</b> <input type="text" value="SIBOCC"/>		
<b>Suffix:</b> <input type="text" value=""/>		
<b>Title:</b> <input type="text" value="MANAGER"/>		
<b>Organizational Address:</b> <input type="text" value="COMMUNITY DEVELOPMENT DIVISION"/>		
<b>1. Telephone Number:</b> <input type="text" value="503-625-5501"/>		<b>2. Fax Number:</b> <input type="text" value="503-625-5503"/>
<b>3. Email:</b> <input type="text" value="BARBARA@CLACKAMAS.ORG"/>		

Application for Federal Assistance SF-424	
<b>* 8. Type of Applicant 1 Select Applicant Type:</b> <input type="text" value="City Government"/> <b>Type of Applicant 2. Select Applicant Type:</b> <input type="text"/> <b>Type of Applicant 3. Select Applicant Type:</b> <input type="text"/> <b>Other (specify):</b> <input type="text"/>	
<b>* 10. Name of Federal Agency:</b> <input type="text" value="DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT"/>	
<b>11. Catalog of Federal Domestic Assistance Number:</b> <input type="text" value="14-510"/> <b>CFDA Title:</b> <input type="text" value="CDBG - COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM"/>	
<b>* 12. Funding Opportunity Number:</b> <input style="background-color: yellow;" type="text"/>	
<b>* Title:</b> <input style="background-color: yellow;" type="text"/>	
<b>13. Competition Identification Number:</b> <input type="text"/> <b>Title:</b> <input type="text"/>	
<b>14. Areas Affected by Project (Cities, Counties, States, etc.):</b> <input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Title Attachment"/> <input type="button" value="New Attachment"/>	
<b>* 16. Descriptive Title of Applicant's Project:</b> <input type="text" value="GENERAL APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM"/>	
<b>Also upload documents as described in agency instructions.</b> <input type="button" value="Add Attachments"/> <input type="button" value="Delete Attachments"/> <input type="button" value="New Attachments"/>	

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant: <input type="text" value="D.C."/>	* b. Program/Project: <input type="text" value="J.J."/>
Attach Attachments (List of Program/Project Congressional Districts I need).	
<input type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
17. Proposed Project:	
* a. Start Date: <input type="text" value="07/01/2020"/>	* b. End Date: <input type="text" value="06/30/21"/>
18. Estimated Funding (\$):	
* a. Federal: <input type="text" value="2,583,766.00"/>	
* b. Applicant:	<input type="text"/>
* c. State:	<input type="text"/>
* d. Local:	<input type="text"/>
* e. Other:	<input type="text"/>
** Program amount:	<input type="text" value="2,583,766.00"/>
* f. TOTAL:	<input type="text" value="2,583,766.00"/>
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text"/>	
<input checked="" type="checkbox"/> b. Program is subject to E.O. 12372 and has not been selected by the State for review.	
<input type="checkbox"/> c. Program is not covered by E.O. 12372	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes," provide explanation and attach:	
<input type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
21. *By signing this application, I certify (1) to the statements combined in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code Title 28, Section 1001)	
<input checked="" type="checkbox"/> ** AGREE	
** The list of certifications and assurances, or an internal table where you may enter the Is, is contained in the announcement or agency website information.	
Authorized Representative:	
* First Name: <input type="text" value="RICHARD"/>	
* Last Name: <input type="text" value="WELLS"/>	
* Title: <input type="text" value="DIRECTOR, DEPT OF HEALTH, HOUSING &amp; HUMAN SERV"/>	
* Telephone Number: <input type="text" value="503-653-5696"/>	* Fax Number: <input type="text"/>
* Email: <input type="text" value="Richard.Wells@dc.gov"/>	
* Signature of Authorized Representative: <input type="text"/>	* Date Signed: <input type="text"/>



ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number 4540-0009  
Expiration Date: 2/13/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this 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 (05-18-0042), Washington, DC 20503.

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

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds available) to carry the non-Federal share of project costs to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not decrease, modify, or use of, or change the terms of the real property title or other interests in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4770-4783) relating to prescribed standards of merit systems for programs funded under one of the 18 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§9101 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicap; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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Prescribed by GSA FPMR (41 CFR) 101-11.6

11. Will comply or fully comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Harkin Act (5 U.S.C. §§1501-1509 and 7324-7328) which limit the anti-labor activities of employees whose principal employer; activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for Federal-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) inhibitor of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) installation of water recycling facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§451 et seq.); (f) consistency of Federal actions to State (Clean Air) Implementation Plans under Section 176(a) of the Clean Air Act of 1966, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in ensuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1998 and OMB Circular No. A-133, 'Audits of States, Local Governments, and Non Profit Organizations.'
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipients from: (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (2) Procuring or commercial sex act during the period of time that the award is in effect or; (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
[Redacted Signature]	[Redacted Title]
APPLICANT ORGANIZATION	DATE SUBMITTED
[Redacted Organization Name]	[Redacted Date]

SF-424D (Rev. 7-07) Back



**Appendix B -2020  
CERTIFICATIONS**

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

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

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

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

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

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

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

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

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

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

Richard Swill, Director  
Department of Health, Housing and Human Services

Date



### Specific CDBG Certifications

Clackamas County, the Eligible Community certifies that:

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

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

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

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

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

**2. Overall Benefit.** The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) **2020** (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

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

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

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

**Excessive Force** -- It has adopted and is enforcing:

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

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

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

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

\_\_\_\_\_  
Director  
Department of Health, Housing and Human Services

\_\_\_\_\_  
Date

Richard Swift,

#### Specific HOME Certifications

The HOME participating jurisdiction certifies that:

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

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

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

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

\_\_\_\_\_  
Director  
Department of Health, Housing and Human Services

\_\_\_\_\_  
Date

Richard Swift,

### ESG Certifications

The Emergency Solutions Grants Program Recipient certifies that:

**Major rehabilitation/conversion** – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 5 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

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

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

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

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

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

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

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

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

Richard Swift, Director  
Department of Health, Housing and Human Services

Date

#### APPENDIX TO CERTIFICATIONS

##### INSTRUCTIONS CONCERNING LOBBYING:

###### A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$110,000 for each such failure.

Page 2 – Staff Report: H3S#9297  
April 30, 2020

**RECOMMENDATION:**

Staff recommends the Board approval of this agreement and that Richard Swift, H3S Director; or his designee, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift, H3S Deputy / For". The signature is written in a cursive, flowing style.

Richard Swift, Director  
Health Housing & Human Services

Subrecipient Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 9297 Subrecipient #: 20-002 Board Agenda #: 060619-A4

Division: Social Services Amendment Number: 2

Contractor: Estacada Community Center, The Friends of the

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services. This results in a net increase to the contract budget of \$12,639.

---

This Amendment #2, when signed by The Friends of the Estacada Community Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("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 SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2019 as may be amended ("agreement");

WHEREAS, the SUBRECIPIENT and COUNTY desire to amend the Agreement in its entirety as of April 1, 2020 and otherwise modify it as set forth herein;

NOW, THEREFORE, the COUNTY and SUBRECIPIENT 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, 2019 through June 30, 2020 is:
  4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$63,325**. 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 **\$41,993** 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

The Friends of the Estacada Community Center

Subrecipient Grant Agreement #20-002, Amendment 2

Human Services, State Unit on Aging and **\$2,400** 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.

5. **Other Funds.** The COUNTY's funding of **\$12,452** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$6,480** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

**TO READ:**

6. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$75,963**. 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 **\$54,632** 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 **\$2,400** 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.
  - a. **Other Funds.** The COUNTY's funding of **\$12,452** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$6,480** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

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



Amend

Estacada Community Center  
 Fiscal Year 2019-20

	OAA IIB	OAA IIC1	OAA IIC2	OAA IID	Required	NSIP	State	Ride Conn/Trimet			Trimet	MEDICAID	OAA	NO. OF	TOTAL	REIMBURSE-	
	Funds	Funds	Funds	Funds	Match	Funds	Funds	Trimet	STF Funds	5310 Funds	STF Funds	Funds	Prog Inc	UNITS	COST	MENT RATE	
Federal Award Numbers	16AARDTSS	16AARDTGM	16AARDTDO	16AARDT3PH	N/A	16AARDNSP	N/A	Funds	N/A	DR-65-012	N/A	N/A	N/A	N/A	N/A	N/A	
CFDA Number	93.044	93.045	93.045	93.043	N/A	93.053	N/A	N/A	N/A	20.513	N/A	N/A	N/A	N/A	N/A	N/A	
Service Category	(1)	(2)	(3)	(4)	(5)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	
Case Management	1735				193									80.03	1,928	\$21.68	
Reassurance	1714				191									75.0	1,905	\$22.85	
Information & Assistance	2500				278									151.1	2,778	\$16.55	
Public Outreach	200				22									4.0	222	\$50.00	
Transportation - OAA	5568				619									928.0	6,187	\$6.00	
Trans - Ride Con In Dist					0			9,891					600	1199	10,491	\$8.25	
Trans - Ride Con Out Dist					0				1,510				92	183	1,602	\$8.25	
Ride Con - Vehicle Maint					600					2,400				N/A	3,000	N/A	
Trans -T19 non medical					0						344	706		75	1,050	\$14.00	
Evidence-based Health & Wellness programming				5,110	0		0							68	Classes	5,110	\$75.00
Meal Site Mngt. - OAA		4,704	8,071		523								16,425	18,250	29,723	\$1.60	
Food Service - Frozen HDM		3,342	7,933		372	3,905								5,500	15,552	\$2.76	
OPI HDM							0							0	0	\$0.00	
APD Medicaid HDM			(2,198)		(244)	(591)						7,155	(675)	750	3,446	\$4.92	
TOTALS	\$11,717	\$8,046	\$13,806	\$5,110	\$2,553	\$3,314	\$0	\$9,891	\$1,510	\$2,400	\$344	\$7,861	\$16,441		\$82,993		

Source of OAA Match - Staff time

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Contract Amount: \$ 63,324  
 Federal Award Totals \$ 44,393



To Read

Estacada Community Center  
 Fiscal Year 2019-20

Page 4 of 5

	OAA #B	OAA #B	OAA #IC1	OAA #IC1	OAA #IC2	OAA #IC2	OAA #ID	Required	NSIP	State	Ride Conn/TriMet			TriMet	MEDICAID	OAA	NO. OF	TOTAL	REIMBURSE-	
	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Match	Funds	Funds	TriMet	STF Funds	3310 Funds	STF Funds	Funds	Prog loc	UNITS	COST	MENT RATE	
Federal Award Numbers	#AORSS	CARES Ad	#AORTCOM	FF Ad	#AOROTPD	FF & CARES Ad	#AORT3PR	N/A	#AORPEP	N/A	Funds	N/A	DR-ES-012	N/A	N/A	N/A	N/A	N/A	N/A	
CFDA Number	53.041	93.041	93.045	93.045	93.045	93.045	93.043	N/A	93.053	N/A	N/A	N/A	20.513	N/A	N/A	N/A	N/A	N/A	N/A	
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	
COVID Grant Award						11,139		N/A											11,139	
Case Management	1735	750						193									114.62	2,678	\$21.68	
Reassurance	1714	750						191									107.83	2,655	\$22.85	
Information & Assistance	2500							276									151.1	2,778	\$16.55	
Public Outreach	200							22									4.0	222	\$50.00	
Transportation - OAA	5568							619									928.0	6,187	\$6.00	
Trans - Ride Con In Dist								0			9,891					600	1199	10,491	\$8.25	
Trans - Ride Con Out Dist								0				1,510				92	183	1,602	\$8.25	
Ride Con - Vehicle Maint								600					2,400				N/A	3,000	N/A	
Trans - 119 non medical								0						344	706		75	1,050	\$14.00	
Evidence-based Health & Wellness programming							5,110	0		0							68 Classes	5,110	\$75.00	
Meal Site Mngt. - OAA			4,704		8,071			523								16,425	18,250	29,723	\$1.60	
Food Service - Frozen HDM			3,342		7,933			372	3,906								5,500	15,552	\$2.76	
OPI HDM										0							0	0	\$0.00	
APD Medicaid HDM					(2,198)			(244)	(591)						7,155	(675)	750	3,446	\$4.92	
TOTALS	\$11,717	\$1,500	\$8,046	\$0	\$13,806	11,139	\$5,110	\$2,553	\$3,314	\$0	\$9,891	\$1,510	\$2,400	\$344	\$7,861	\$16,441		\$96,632		

Source of OAA Match - Staff time  
 CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only  
 Contract Amount \$ 75,963  
 Federal Award Totals \$ 57,032

12,1639.



April 30, 2020

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment #2, to Intergovernmental Subrecipient Agreement with City of Oregon City - Pioneer Community Center to Provide Older Americans Act Services for Clackamas County Residents

<b>Purpose/Outcomes</b>	Subrecipient Agreement, Amendment #2 with the City of Oregon City - Pioneer Community Center to provide Older American Act (OAA) funded services for persons in the Oregon City service area.
<b>Dollar Amount and Fiscal Impact</b>	The maximum value is increased by \$27,189 for a revised agreement maximum of \$143,649. The contract 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.
<b>Funding Source</b>	The Older American Act (OAA and Ride Connection pass-through funds - no County General Funds are involved.
<b>Duration</b>	Amendment is effective April 1, 2020 and terminates on June 30, 2020
<b>Previous Board Action</b>	060619-A5
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the strategic priority to increase self-sufficiency for our clients.</li> <li>2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.</li> </ol>
<b>County Counsel</b>	Amendment in a format approved by County Counsel
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #9270; Subrecipient #20-008

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement, Amendment #2; with City of Oregon City - Pioneer Community Center to provide Older American Act (OAA) funded services for persons living in the Oregon City service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services.

This amendment adds \$27,189 in funding for the 2019-20 fiscal year effective April 1, 2020, for COVID related home-delivered meal response and supports. This amendment is in a format approved by County Counsel.

Page 2 – Staff Report: H3S#9270  
April 30, 2020

**RECOMMENDATION:**

Staff recommends the Board approval of this agreement and that Richard Swift, H3S Director; or his designee, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

 H3S deputy / For

Richard Swift, Director  
Health Housing & Human Services



Subrecipient Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 9270 Subrecipient #: 20-008 Board Agenda #: 0060619-A5

Division: Social Services Amendment Number: 2

Contractor: City of Oregon City - Pioneer Community Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the nutrition services and physical fitness/fall prevention funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation. This results in a net increase to the contract budget of \$27,189.

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This Amendment #2, when signed by the City of Oregon City - Pioneer Community Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("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 SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2019 as may be amended ("agreement");

WHEREAS, the SUBRECIPIENT and COUNTY desire to amend the Agreement in its entirety as of April 1, 2020 and otherwise modify it as set forth herein;

NOW, THEREFORE, the SUBRECIPIENT and COUNTY 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, 2019 through June 30, 2020 is:
  4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$116,460**. 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 **\$44,270** 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 **\$6,000** 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.

4. **Other Funds.** The COUNTY's funding of **\$39,783** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$24,332** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities. The **\$2,075** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization.

**TO READ:**

5. **4. Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$143,649**. 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 **\$71,459** 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 **\$6,000** 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 **\$39,783** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$24,332** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities. The **\$2,075** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY 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

Amend

**City of Oregon City - Pioneer Community Center**  
Fiscal Year 2019-20

	OAA IIIB	OAA IIIC1	OAA IIIC2	OAA IIID	NSIP	OAA & Other Match	Other State Funds	Ride Connection			TriMet	MEDICAID	LIEAP	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSEMENT RATE
	Funds	Funds	Funds	Funds	Funds			STF	5310 Funds	STF Funds	Funds	Funds					
								In Dist	OR-65-012	N/A	N/A	N/A					
Federal Award Numbers	16AAORT3SS	16AAORT3CM	16AAORT3HD	16AAORT3PH	16AAORNSIP			TriMet	Funds	OR-65-012	N/A	N/A	N/A				
CFDA Numbers	93.044	93.045	93.045	93.043	93.053			TriMet	N/A	20.513	N/A	N/A					
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
LIEAP Intakes													2075		83	2,075	\$25.00
Case Management	4,792					533									121.7 hrs	5,325	\$39.37
Reassurance	3,770														95	3,770	\$39.85
Information & Assistance	3,359					374									117	3,733	\$28.815
Transportation - OAA	13,988					1,555								2,331	4,663	17,875	\$3.00
Evidence-based Programming				650		0	0								8.6 Classes	650	\$75.00
OAA Meal Site Management		6,854	21,271		0	3,128								31,875	37,500	63,128	\$1.60
OPI HDM's							0								0	0	#DIV/0!
Medicaid HDM - APD			(8,207)		(2,206)	(913)						26,712		(2,380)	2,800	13,006	\$4.97
Transportation - Ride Con In District								22,188						1,345	2,689	23,533	\$8.25
Transportation - Ride Con Out-of Dist									2,265					175	350	2,440	\$6.47
Transportation - Ride Con. Veh. Maint.						687				6,000				N/A		6,687	N/A
Transport - non-med T19											5,024	10,306			1,095	15,330	\$14.00
<b>TOTALS</b>	<b>25,909</b>	<b>6,854</b>	<b>13,064</b>	<b>650</b>	<b>(2,206)</b>	<b>5,364</b>	<b>0</b>	<b>22,188</b>	<b>2,265</b>	<b>6,000</b>	<b>5,024</b>	<b>37,018</b>	<b>2,075</b>	<b>33,346</b>		<b>157,550</b>	

Source of OAA Match - Staff time & Units of Service in excess of contract  
CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Contract Amount: \$ 116,460

Federal Award Totals \$ 50,270

To Read

**City of Oregon City - Pioneer Community Center**  
Fiscal Year 2019-20

City of Oregon City – Pioneer Community Center  
Subrecipient Grant Agreement #20-008, Amendment 2

	OAA IIIB	OAA IIIB	OAA IIIC1	OAA IIIC1	OAA IIIC2	OAA IIIC2	OAA IIID	NSIP	OAA & Other	Other	Ride Connection			TriMet	MEDICAID	LIEAP	Program	NO. OF	TOTAL	REIMBURSE	
	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds			Funds	Funds	Funds	Funds	Funds	Funds					Funds
Federal Award Numbers	16AAORT3SS	CARES Act	16AAORT3CM	FF Act	16AAORT3HD	FF & CARES Act	16AAORT3PH	16AAORNSIP	Other	State	In Dist	STF	5310 Funds	STF Funds	N/A	N/A	N/A				
CFDA Numbers	93.044	93.044	93.045	93.045	93.045	93.045	93.043	93.053	Match	Funds	TriMet	Funds	OR-65-012	N/A	N/A	N/A					
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	
COVID Grant Award						22,889			N/A										22,889		
LIEAP Intakes									N/A							2075		83	2,075	\$25.00	
Case Management (hours)	4,792	2,150							533									176	7,475	\$39.37	
Reassurance (contacts)	3,770	2,150							419									149	6,339	\$39.85	
Information & Assistance	3,359								374									117	3,733	\$28.815	
Transportation - OAA	13,988								1,555								2,331	4,663	17,875	\$3.00	
Evidence-based Programming							650		0	0								8.6	650	\$75.00	
OAA Meal Site Management			6,854		21,271			0	3,128								31,875	37,500	63,128	\$1.60	
OPI HDM's										0								0	0	#DIV/0!	
Medicaid HDM - APD						(8,207)		(2,206)	(913)					26,712			(2,380)	2,800	13,006	\$4.97	
Transportation - Ride Con In District											22,188							1,345	2,689	23,533	\$8.25
Transportation - Ride Con Out-of-Dist												2,265						175	350	2,440	\$6.47
Transportation - Ride Con. Veh. Maint.									687				6,000				N/A		6,687	N/A	
Transport - non-med T19														5,024	10,306			1,095	15,330	\$14.00	
<b>TOTALS</b>	<b>25,909</b>	<b>4,300</b>	<b>6,854</b>	<b>0</b>	<b>13,064</b>	<b>22,889</b>	<b>650</b>	<b>(2,206)</b>	<b>5,783</b>	<b>0</b>	<b>22,188</b>	<b>2,265</b>	<b>6,000</b>	<b>5,024</b>	<b>37,018</b>	<b>2,075</b>	<b>33,346</b>	<b>185,158</b>			

Source of OAA Match - Staff time & Units of Service in excess of contract  
CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Contract Amount: \$ 143,649

Federal Award Totals \$ 77,459





April 30, 2020

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment #2, to Intergovernmental Subrecipient Agreement with City of Gladstone – Gladstone Senior Center to Provide Older Americans Act Services for Clackamas County Residents

<b>Purpose/Outcomes</b>	Subrecipient Agreement, Amendment #2 with the City of Gladstone – Gladstone Senior Center to provide Older American Act (OAA) funded services for persons in the Gladstone service area.
<b>Dollar Amount and Fiscal Impact</b>	The maximum value is increased by \$7,604 for a revised agreement maximum of \$48,719. The contract 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.
<b>Funding Source</b>	The Older American Act (OAA and Ride Connection pass-through funds - no County General Funds are involved.
<b>Duration</b>	Amendment is effective April 1, 2020 and terminates on June 30, 2020
<b>Previous Board Action</b>	061319-A2
<b>Strategic Plan Alignment</b>	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.
<b>County Counsel</b>	Amendment in a format approved by County Counsel
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #9314; Subrecipient #20-004

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement, Amendment #2; with City of Gladstone – Gladstone Senior Center to provide Older American Act (OAA) funded services for persons living in the Gladstone service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services.

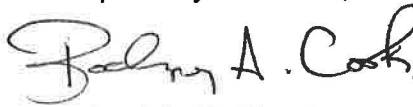
This amendment adds \$7,604 in funding for the 2019-20 fiscal year effective April 1, 2020, for COVID related home-delivered meal response and supports. This amendment is in a format approved by County Counsel.

Page 2 – Staff Report: H3S#9314  
April 30, 2020

**RECOMMENDATION:**

Staff recommends the Board approval of this agreement and that Richard Swift, H3S Director; or his designee, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

 Richard A. Cook, H3S deputy / for

Richard Swift, Director  
Health Housing & Human Services

Subrecipient Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 9314 Subrecipient #: 20-004 Board Agenda #: 061319-A2

Division: Social Services Amendment Number: 1

Contractor: City of Gladstone – Gladstone Senior Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services. This results in a net increase to the contract budget of \$7,604.

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This Amendment #2, when signed by the City of Gladstone – Gladstone Senior Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("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 SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2019 as may be amended ("agreement");

WHEREAS, the SUBRECIPIENT and COUNTY desire to amend the Agreement in its entirety as of July 1, 2019 and otherwise modify it as set forth herein;

NOW, THEREFORE, the COUNTY and SUBRECIPIENT 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, 2019 through June 30, 2020 is:
  4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$41,115**. 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 **\$15,997** 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 **\$1,795** from Federal

City of Gladstone – Gladstone Senior Center

Subrecipient Grant Agreement #20-004, Amendment 2

Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

4. **Other Funds.** The COUNTY's funding of **\$12,598** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$10,725** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

**TO READ:**

5. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$48,719**. 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 **\$23,601** 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 **\$1,795** 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.
6. **Other Funds.** The COUNTY's funding of **\$12,598** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$10,725** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

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

Amend

**CITY OF GLADSTONE - SENIOR CENTER**  
Fiscal Year 2019-20

	OAA III B	OAA III C1	OAA III C2	OAA III D	Required Match	NSIP Funds	Other State Funds	MEDICAID	TriMet	Ride Connection		Prog. Income	NO. OF UNITS	TOTAL COST	Reimbursement Rates
	Funds	Funds	Funds	Funds				Funds	STF Funds	TriMet	5510 Funds				
<b>Federal Award Numbers</b>	16A4ORT3SS	16A4ORT3EJ	16A4ORT3ED	16A4ORT3EH	N/A	16A4CRWSIP		N/A	N/A	Funds	GR-SS-012				
CFDA Number	93.044	93.045	93.045	93.043		93.053			N/A	N/A	20.513				
<b>Service Category</b>	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Case Management	2,661				296								179 hrs	2,957	\$34.33
Reassurance	2,825				314								75	3,139	\$37.72
Information & Assist.	3,322				369								190	3,691	\$17.44
Transportation - OAA	4,288				477							1,175	1,567	5,940	\$2.74
Community Outreach	500				56								10	556	\$50.00
PHYSICAL ACTIVITY/FALLS PREVENTION (Evidence Based)				650	0		0						8.6 Classes	650	\$75.00
Trans - Ride Con In Dist					0					11,548		1,050	1,400	12,598	\$8.25
Ride Conn. - Vehicle Maint.					172						1,795	0	N/A	1,967	N/A
Medicaid Transp. non-medical					0			706	344				75	1,050	\$14.00
OAA Meal Site Mgmt		1,345	5,055		712							9,600	10,000	16,712	\$1.60
Medicaid Meals			(3,654)		(407)	(985)		11,925				(1,200)	1,250	5,669	\$4.86
<b>TOTALS</b>	\$13,596	\$1,345	\$1,391	\$650	\$1,988	(985)	\$0	\$12,611	\$344	\$11,548	\$1,795	\$10,625		\$54,928	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match -Staff time & Units of Service in excess of contract

Prog. Income = Program Income/Participant Donations

CONTRACT AMOUNT: \$ 41,115

Federal Award Total \$ 17,792

To Read

CITY OF GLADSTONE - SENIOR CENTER  
Fiscal Year 2019-20

City of Gladstone – Gladstone Senior Center  
Subrecipient Grant Agreement #20-004, Amendment 2

	GAA III B	GAA I B	GAA IIC1	GAA IIC1	GAA IIC2	GAA IIC2	GAA IIC D	Required Match	NSIP Funds	Other State Funds	MEDICAID	TriMet	Ride Connection		Prog. Income	NO OF UNITS	TOTAL COST	Reimbursement Rates
	Funds	Funds	Funds	Funds	Funds	Funds	Funds				Funds	STF Funds	TriMet	5310 Funds				
Federal Award Numbers	15A0RT35S	CARES Act	15A0RT30M	FF & CARES Act	15A0RT31D	FF & CARES Act	15A0RT3PH	N/A	15A0GRNSIP		N/A	N/A	Funds	OR-55-012				
CFDA Number	93.044	93.044	93.045	93.045	93.045	93.045	93.043		93.053			N/A	N/A	20.513				
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
COVID Grant Award						6,104		N/A									6,104	
Case Management	2,661	750						296								108 hrs	3,707	\$34.33
Reassurance	2,825	750						314								95	3,889	\$37.72
Information & Assist	3,322							369								190	3,691	\$17.44
Transportation - GAA	4,288							477							1,175	1,567	5,940	\$2.74
Community Outreach	500							56								10	556	\$50.00
PHYSICAL ACTIVITY: FALLS PREVENTION (Evidence Based)							650	0		0						66 Classes	650	\$75.00
Trans - Ride Con In Dist								0					11,548		1,050	1,400	12,598	\$8.25
Ride Conn. - Vehicle Maint.								172						1,795	0	N/A	1,967	N/A
Medicaid Trans, non-medical								0			706	344				75	1,050	\$14.00
GAA Meal Site Mgmt			1,345			5,055		712							9,600	10,000	16,712	\$1.60
Medicaid Meals						(3,664)		(407)	(866)		11,925				(1,200)	1,250	5,669	\$4.86
<b>TOTALS</b>	13,692	1,500	1,345	-	1,391	8,114	650	1,589	(866)	-	11,925	344	11,548	1,795	10,625		\$62,532	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of GAA Match -Staff time & Units of Service in excess of contract

Prog. Income = Program Income/Participant Donations

CONTRACT AMOUNT: \$ 48,719

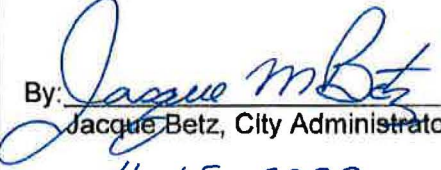

Federal Award Total \$ 25,396



City of Gladstone – Gladstone Senior Center  
Subrecipient Grant Agreement #20-004, Amendment 2

Except as set forth herein, the COUNTY and the SUBRECIPIENT ratify the remainder of the Contract and affirm that no other changes are made hereby.

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

<b>City of Gladstone – Gladstone Senior Center</b>	<b>CLACKAMAS COUNTY</b>
By: <u></u> Jacquie Betz, City Administrator	Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader
<u>4-15-2020</u>	<b>Signing on Behalf of the Board:</b>
Date	
<b>Approved as to Content:</b>	
<u></u>	<u>Richard Swift, Director</u>
Colin Black, Center Manager	Health, Housing & Human Services Dept
<u>4/15/2020</u>	
Date	Date



April 30, 2020

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment #2, to Intergovernmental Subrecipient Agreement  
with the Canby Adult Center to Provide Older Americans Act Services for  
Clackamas County Residents

<b>Purpose/Outcomes</b>	Subrecipient Agreement, Amendment #2 with the Canby Adult Center to provide Older American Act (OAA) funded services for persons in the Canby service area.
<b>Dollar Amount and Fiscal Impact</b>	The maximum value is increased by \$26,294 for a revised agreement maximum of \$217,021. The contract 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.
<b>Funding Source</b>	The Older American Act (OAA and Ride Connection pass-through funds - no County General Funds are involved.
<b>Duration</b>	Amendment is effective April 1, 2020 and terminates on June 30, 2020
<b>Previous Board Action</b>	060619-A3
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the strategic priority to increase self-sufficiency for our clients.</li> <li>2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.</li> </ol>
<b>County Counsel</b>	Amendment in a format approved by County Counsel
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #9269; Subrecipient #20-001

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement, Amendment #2; with Canby Adult Center to provide Older American Act (OAA) funded services for persons living in the Canby service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services.

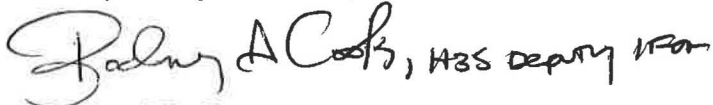
This amendment adds \$26,294 in funding for the 2019-20 fiscal year effective April 1, 2020, for COVID related home-delivered meal response and supports. This amendment is in a format approved by County Counsel.

Page 2 – Staff Report: H3S#9269  
April 30, 2020

**RECOMMENDATION:**

Staff recommends the Board approval of this agreement and that Richard Swift, H3S Director; or his designee, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

Handwritten signature of Rodney A. Cook, H3S Deputy Director.

Richard Swift, Director  
Health Housing & Human Services

Subrecipient Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 9269 Subrecipient #: 20-001 Board Agenda #: 60619-A3

Division: Social Services

Amendment Number: 2

Contractor: Canby Adult Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services. This results in a net increase to the contract budget of \$26,294.

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This Amendment #2, when signed by the Canby Adult Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("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 SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2019 as may be amended ("agreement");

WHEREAS, the SUBRECIPIENT and COUNTY desire to amend the Agreement in its entirety as of April 1, 2020 and otherwise modify it as set forth herein;

NOW, THEREFORE, the SUBRECIPIENT and COUNTY 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, 2019 through June 30, 2020 is:

**Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$190,727**. 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 **\$156,677** 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

Canby Adult Center

Subrecipient Grant Agreement #20-001, Amendment 2

Human Services, State Unit on Aging and **\$4,800** 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.

4. **Other Funds.** The COUNTY's funding of **\$26,525** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The COUNTY's funding of **\$2,100** for National Diabetes Prevention Program are from Oregon Wellness Network. The **\$625** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY 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 **\$217,021**. 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.)
  - b. **Grant Funds.** The COUNTY's funding of **\$187,771** 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 **\$4,800** 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.
  - c. **Other Funds.** The COUNTY's funding of **\$26,525** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The COUNTY's funding of **\$2,100** for National Diabetes Prevention Program are from Oregon Wellness Network. The **\$625** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY 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

**Amend:**

**CANBY ADULT CENTER**  
Fiscal Year 2019-20

	OAA III B	OAA III C1	OAA III C2	OAA III D	Required Match	NSIP Funds	State Funds	Other Funds	Ride Connection		TriMet STF Funds	MEDICAID Funds	LIEAP Funds	Program Income	NO. OF UNITS	TOTAL COST	Reimbursement Rate
	Funds	Funds	Funds	Funds					STF	5310 Funds							
Federal Award Numbers	16AAORT3SS	16AAORT3CM	16AAORT3HD	16AAORT3PH		16AAORNSIP	N/A	N/A	Funds	OR-65-012	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CFDA Number	93.044	93.045	93.045	93.043		93.053	N/A	N/A	N/A	20.513	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Service Category	(1)	(2)	(3)	(4)	(5)	(7)	(8)	(9)	(10)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)
Case Management	\$2,035				\$226										107.25 hrs	\$2,261	\$23.12/hr
Reassurance	\$1,022				\$114										49	\$1,136	\$20.86
Info. & Assistance	\$9,010				\$1,002										663	\$10,012	\$13.58
Public Outreach	\$150				\$17										7	\$167	\$21.43
Transportation - OAA	\$0				\$0									\$842	1,684	\$842	\$0.00
Evidence Based Health & Wellness Program				\$10,700	\$0		\$0								142.6	\$10,700	\$75.04
National Diabetes Prevention Program								\$2,100						\$0	28	\$2,100	\$75.00
Trans - Ride Con. Out of Dist.					\$0				\$25,475					\$1,456	2,911	\$26,931	\$8.75
Non Medical T19 Transportation					\$0						344	706			75	\$1,050	\$14.00
Ride Connection Vehicle Maintenance					\$1,200					\$4,800.00					N/A	\$6,000	N/A
OAA Meal Site Management		\$23,171	\$33,830		\$6,338										38,000	\$63,338	\$1.50
Food Service - OAA & NSIP		\$21,471	\$31,349		\$5,874	\$23,940								\$36,480	38,000	\$119,114	\$2.02
OPI HDM							\$0								0	\$0	
LIEAP Intakes					\$0								\$625		25	\$625	\$25.00
<b>TOTALS</b>	\$12,217	\$44,642	\$65,178	\$10,700	\$14,771	\$23,940	\$0	\$2,100	\$25,475	\$4,800	\$344	\$706	\$625	\$38,778		\$244,275	

Source of OAA Match - Staff time

CFDA Number 20.513 & Federal Award Number only applies to Ride Connection Vehicle Maintenance funds only

**Contracted Amount:**           \$190,727          

Federal Award Totals                   161,477

To Read

**CANBY ADULT CENTER**  
Fiscal Year 2019-20

	OAA III B	OAA III B	OAA III C1	OAA III C1	OAA III C2	OAA III C2	OAA III D	Required Match	NSIP Funds	State Funds	Other Funds	Ride Connection		TriMet	MEDICAID	LIEAP	Program Income	NO. OF UNITS	TOTAL COST	Reimbursement Rate	
	Funds	Funds	Funds	Funds	Funds	Funds	STF					5310 Funds	STF Funds								Funds
Federal Award Numbers	16AAORT3SS	CARES Act	16AAORT3CM	FF Act	16AAORT3HD	FF & CARES Act	16AAORT3PH		16AORNISIP	N/A	N/A	N/A	OR-65-012	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CFDA Number	93.044	93.044	93.045	93.045	93.045	93.045	93.043		93.053	N/A	N/A	N/A	20.513	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	
COVID Grant Award						23194		N/A													
Case Management	\$2,035	\$1,550						\$226										167.25 hrs	\$3,811	\$23.12/hr	
Reassurance	\$1,022	\$1,550						\$114										123	\$2,666	\$20.86	
Info. & Assistance	\$9,010							\$1,002										683	\$10,012	\$13.58	
Public Outreach	\$150							\$17										7	\$187	\$21.43	
Transportation - OAA	\$0							\$0									\$842	1,684	\$842	\$0.00	
Evidence Based Health & Wellness Program							\$10,700	\$0		\$0								142.6	Classes	\$10,700	\$75.04
National Diabetes Prevention Program											\$2,100						\$0	28	Classes	\$2,100	\$75.00
Trans - Ride Con. Out of Dist								\$0				\$25,475					\$1,456	2,911	\$26,931	\$8.75	
Non-Medical T19 Transportation								\$0						344	706			75	\$1,050	\$14.00	
Ride Connection Vehicle Maintenance								\$1,200					\$4,800.00					N/A	\$6,000	N/A	
OAA Meal Site Management			\$23,171		\$33,830			\$6,338										38,000	\$63,338	\$1.50	
Food Service - OAA & NSIP			\$21,471		\$31,349			\$5,874	\$23,940								\$36,480	38,000	\$119,114	\$2.02	
OPT/HDM										\$0								0	\$0		
LIEAP Intakes								\$0								\$625		25	\$625	\$25.00	
TOTALS	\$12,217	\$3,100	\$44,642	\$0	\$65,178	\$23,194	\$10,700	\$14,771	\$23,940	\$0	\$2,100	\$25,475	\$4,800	\$344	\$706	\$625	\$38,778		\$247,375		

Source of OAA Match - Staff time

CFDA Number 20.513 & Federal Award Number only applies to Ride Connection Vehicle Maintenance funds only

Contracted Amount: \$217,021 26294

Federal Award Totals 187,771

Canby Adult Center  
Subrecipient Grant Agreement #20-001, Amendment 2

Except as set forth herein, the SUBRECIPIENT and COUNTY ratify the remainder of the Contract and affirm that no other changes are made hereby.

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

<b>Canby Adult Center</b>	<b>CLACKAMAS COUNTY</b>
By: <u><i>Kathy Robinson</i></u> Kathy Robinson, Center Manager	Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader
Date: <u><i>April 20 2020</i></u>	<b>Signing on Behalf of the Board:</b>  _____ Richard Swift, Director Health, Housing & Human Services Dept.  _____ Date



April 30, 2020

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #160440, Amendment with The State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of Services to Clackamas County Residents

<b>Purpose/Outcomes</b>	To provide Older American Act (OAA) and Oregon Project Independence (OPI) funded services for persons age 60 and over in Clackamas County
<b>Dollar Amount and Fiscal Impact</b>	The total agreement is \$6,248,750. Funded by Federal OAA Funds and State General Funds designated for the OPI Programs.
<b>Funding Source</b>	Federal Older American Act & State General Fund - \$292,364 of County General Funds are used to meet match requirements for internal programs.
<b>Duration</b>	Effective July 1, 2019 and terminates on June 30, 2021
<b>Previous Board Action</b>	071819-A6, 010920-A3
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the strategic priority to increase self-sufficiency for our clients.</li> <li>2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.</li> </ol>
<b>Counsel Review</b>	County Counsel reviewed and approved the original agreement on 7/9/19, amendment #1 on 12/16/19, and this amendment on 4/20/20
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	9337

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Intergovernmental Grant Agreement #160440, Amendment 2 with the State of Oregon, Dept. of Human Services, Aging and People with Disabilities, Community Services and Supports. This amendment updates the grant funding for the Social Services Division to administer Older American Act (OAA) and Oregon Project Independence (OPI) funded services for persons 60 and over living in Clackamas County. The services provided include nutrition programs, evidence-based health promotion activities, family caregiver supports, transportation, information and referral activities, and In-home services. These services link residents with resources to meet their individual needs. This helps them to remain independent and involved in their communities for as long as possible.



Social Services Division is the designated Area Agency on Aging for the Clackamas Planning and Service area designated by the State of Oregon, Department of Human Services, Aging and People with Disabilities Division, Community Services and Supports. The biennial allocation increased by \$313,150 from \$5,935,600 to \$6,248,750. This agreement reflects the adjustments to the OAA funds with additional nutrition program funding for providing services in response to the state of emergency declared by the Governor on Saturday, March 7, 2020 and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of COVID-19. The expenses charged to General Fund to meet the match obligation are the Indirect and Allocated costs associated with the Program Staff who deliver these services. This amendment was reviewed and approved by County Council on April 20, 2020. It is retroactive to March 23, 2020.

**RECOMMENDATION:**

Staff recommends the Board approval of this agreement and that Richard Swift, H3S Director; or his designee, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

Handwritten signature of Rodney A. Cook in black ink. The signature is written in a cursive style and includes the text "Rodney A. Cook, H3S Deputy / For".

Richard Swift, Director  
Health Housing & Human Services

Grant Agreement Number 160440



**AMENDMENT TO  
STATE OF OREGON  
INTERGOVERNMENTAL GRANT AGREEMENT**

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

This is amendment number **2** to Grant Agreement Number **160440** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Clackamas County  
Acting by and through its  
Clackamas County Social Services Division (CCSS)  
District 2, Type A  
Serving: Clackamas County  
Attention: Brenda Durbin  
PO Box 2950 - 2051 Kaen Road  
Oregon City, Oregon 97045  
Telephone: 503-655-8640  
Facsimile: 503-655-8889  
E-mail address: [brendadur@co.clackamas.or.us](mailto:brendadur@co.clackamas.or.us)**

hereinafter referred to as "Recipient" or "AAA" or "County".

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice. Recipient's performance of the Program described in Exhibit A, Part 1 with the additional funding for providing services to respond to the state of emergency declared by the Governor on Saturday, March 7, 2020 and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19, may start **March 23, 2020**. This amendment shall be governed by the terms and conditions herein, and such expenses incurred by Recipient may be reimbursed once the Agreement is effective in accordance with the schedule of payments in Exhibit A, Part 2
2. The Agreement is hereby amended as follows below. Language to be deleted or replaced is ~~struck through~~; new language is **underlined and bolded**.

- a. Amend **Grant Disbursement Generally**, Section 3 only as follows:

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is ~~\$5,935,600.00.~~ **\$6,248,750.00.** DHS will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. DHS will disburse the grant to Recipient as described in Exhibit A.

- b. Amend **Exhibit A, Part 2, “Payment and Financial Reporting, for Older American Act and Oregon Project Independence services”**, section 1.b only **“Funding Appropriations”**, as follows:

- b. Payment for all work performed under this Agreement shall be subject to the provisions of ORS 293.462 and disbursements under this Agreement shall be as set forth below:

<b>Older Americans Act</b>	<b>\$3,324,480</b>	<b>CFDA 93.044, 93.045, 93.043, 93.052, 93.041</b>
<b>NSIP</b>	<b>\$344,444</b>	<b>CFDA 93.053</b>
<b>IT Admin Funds</b>	<b>\$7,293</b>	
<b>Continued Seq Mitig Spa Funds</b>	<b>\$201,117</b>	
<b>Continued EBSPA Funds</b>	<b>\$0</b>	
<b>Oregon Project Independence</b>	<b>\$2,058,266</b>	
<b><u>Families First Coronavirus Response Act Funding</u></b>	<b><u>\$313,150</u></b>	<b><u>CFDA 93.045</u></b>
<b>Other State Funds</b>	<b>\$00</b>	

- c. Amend **Exhibit A, Part 2, “Payment and Financial Reporting, for Older American Act and Oregon Project Independence services”**, to include a new subsection “1.f” concerning “Families First Coronavirus Response Act Funding”, incorporated herein by reference and stated as follows:

- f. AAAs will be allowed to carry forward Families First Coronavirus Response Act Funding over until September 30, 2021, to provide for nutrition program services.**

- d. Amend **Exhibit A, Part 3 “Special Terms and Conditions”**, to include specific requirements related to the use of “Families First Coronavirus Response Act Funding”, to include a new Section 3, “Major Disaster Declaration number DR4499OR Agreement Provisions”, incorporated herein by reference and stated as follows:

**3. Major Disaster Declaration number DR4499OR Agreement Provisions.**

**DHS is acquiring the services under this amended Agreement for the purpose of responding to the state of emergency declared by the Governor on Saturday, March 7, 2020 and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. DHS intends to request reimbursement from the federal government, including but not limited to FEMA and from the resources provided by the Families First Coronavirus Response Act, for the costs, and Recipient shall provide to DHS timely reports that provide enough detail to DHS’ reasonable satisfaction, in order to obtain federal reimbursement.**

**This Agreement is subject to the additional federal terms and conditions located at:**

**<https://www.oregon.gov/das/Procurement/Documents/COVIDFederalProvisions.pdf> as may be applicable to this Agreement.**

3. **Exhibit E** as shown at: <https://www.oregon.gov/DHS/SENIORS-DISABILITIES/SUA/Pages/AAA-Financial.aspx> has been updated and is incorporated herein by reference.
4. In accordance with **Exhibit A Part 2, Section 2** and the funds use statement therein which provides: “No funds will be authorized for use by AAA without submission and approval of the Area Plan.”, Recipient agrees to include Families First Coronavirus Response Act funding plans in its submission and approval of the Area Plan.
5. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

6. **Recipient Data and Certification.** Recipient shall provide the information set forth below.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION**

**Recipient Name (exactly as filed with the IRS):** Clackamas, County of

Street address: 2051 Kaen Road

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

Email address: stefanierei@clackamas.us

Telephone: ( 503 ) 655-8330 Facsimile: ( 503 ) 655-8889

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

Workers' Compensation Insurance Company: self-insured pool

Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**RECIPIENT, BY EXECUTION OF THIS AMENDMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**7. Signatures.**

**Clackamas County**

**By:**

_____	Richard Swift
Authorized Signature	Printed Name
Director, Health, Housing & Human Services Dept.	_____
Title	Date

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

**By:**

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

**Approved for Legal Sufficiency:**

Wendy Johnson	April 14, 2020
Department of Justice	Date



**FACILITIES MANAGEMENT**  
**CENTRAL UTILITY PLANT**

1710 Red Soils Court, Suite 200 \ Oregon City, OR 97045

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of a Contract with PBS Engineering and Environmental, Inc. for  
Hazardous Material Testing Project - 27 County Owned Buildings

Purpose/Outcome	Approval of contract
Dollar Amount and fiscal Impact	\$220,115.00
Funding Source	General Funds
Safety Impact	A working dataset of hazardous materials in County owned buildings to better allow safe maintenance and construction activities.
Duration	Contract signing through November 30, 2020
Strategic Plan Alignment	Ensure safe, healthy and secure communities through hazardous materials testing to better serve the staff and public who use County buildings.
Contact Person	Elaine Parker 971-219-5960
Counsel Review	April 20, 2020
Contract No.	#2769

**BACKGROUND:**

Clackamas County currently maintains approximately 1.5 Million square feet of leased and owned buildings. Of those owned buildings, approximately 602 Thousand square feet fall into the category to be tested for Hazardous Materials. Clackamas County's buildings are one of the largest assets that we must manage and care for and a significant number of our building were built or remodeled before the use of Asbestos and Lead was prohibited.

Clackamas County Facilities Management is responsible for the health and safety in the built environment for our staff and the public who use our buildings. This includes knowing what and where Hazardous Materials may be present. Federal OSHA 1910.1001(j)(3)(i) states that Building owners shall determine the presence, location, and quantity of Asbestos Containing Materials at the work site.

Completing these Hazardous Material surveys will bring us into compliance. While there is not an identical standard for lead within OSHA's General Industry Rules/Guidelines, lead is considered a Hazardous Material that requires precautions to be taken when encountering it in our Facilities maintenance and construction activities. Performing lead and asbestos testing concurrently will be a savings to the County, and we will have a better tool for managing the Hazards in our buildings.

The desired outcome will be the manifestation of a comprehensive database of asbestos and lead hazards present in County owned buildings including locations and type in accordance with OSHA 1910.1001.

**PROCUREMENT PROCESS:**

The Contract is authorized under LCRB Rule C-046-0400 through C-046-0480, Cooperative Procurements. Multnomah County issued an RFP for Hazardous Materials Testing in which PSB Engineering and Environmental Inc. was awarded the contract on December 1, 2015 and will expire on November 30, 2020.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the contract with PBS Engineering and Environmental, Inc. for Hazard Testing Services for 27 County Owned Buildings.

Respectfully Submitted,

Placed on the board agenda of \_\_\_\_\_ by Procurement





**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #2769**

This Personal Services Contract (this “Contract”) is entered into between PBS Engineering and Environmental Inc. (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of Facilities Management.

**ARTICLE I.**

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **November 30, 2020**.
- 2. Scope of Work.** This Contract is entered into pursuant to the **Multnomah County Contract # 4400002291** which allows County to purchase services for comprehensive Hazardous Materials Testing and reporting, including asbestos and lead for twenty-seven (27) County buildings, at the rates set forth therein. Contractor shall provide the following personal services: Hazardous Material Testing (“Work”), further described in **Exhibit A**, Contractor’s proposal.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed two hundred twenty thousand, one hundred fifteen dollars (**\$220,115.00**), for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis, per building in accordance with the rates and costs specified in **Exhibit B**, Contractor’s Fee Schedule. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: **Facilities Management**, 503-557-6416, [facilitiesmanagement@clackamas.us](mailto:facilitiesmanagement@clackamas.us).

- 5. Travel and Other Expense.** Authorized:  Yes     No  
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B.

**7. Contractor and County Contacts.**

<b>Contractor</b>	<b>County</b>
Administrator: Derek May Phone: 503-248-1939 Email: <a href="mailto:derek.may@pbsusa.com">derek.may@pbsusa.com</a>	Administrator: Elaine Parker Phone: 503-219-5960 Email: <a href="mailto:eparker@clackamas.us">eparker@clackamas.us</a>

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

**ARTICLE II.**

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent

upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us). Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16, 21, and 27 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

**17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

**18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

**19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

**20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

**21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

**22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.

**23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this

Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
  - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
  - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
  - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**SIGNATURE PAGE FOLLOWS**

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

**PBS Engineering and Environmental Inc.**

**Clackamas County**

\_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name / Title (Printed)  
  
176306-17 DBC / Oregon  
Oregon Business Registry #

\_\_\_\_\_  
Recording Secretary  
  
\_\_\_\_\_  
Date

**Approved as to Form:**

\_\_\_\_\_  
County Counsel                                      Date

**EXHIBIT A  
CONTRACTOR'S PROPOSAL**



**EXHIBIT B**  
**CONTRACTOR'S FEE SCHEDULE**



# Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

April 30, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement Amendment No. 01 between Clackamas County Behalf of the Clackamas County Sheriff's Office and State of Oregon, acting by and through its Department of Transportation.

<b>Purpose/Outcome</b>	Approval of the Amendment to retain services of CCSO to enforce motor carrier safety regulations
<b>Dollar Amount and Fiscal Impact</b>	The State shall reimburse certified officers a maximum \$113.75 per qualified safety stop (QSS) not to exceed \$25,000
<b>Funding Source</b>	The Oregon Department of Transportation is the source of the funds
<b>Duration</b>	Award period is July 1, 2019 – June 30, 2020
<b>Previous Board Action/Review</b>	The County Board of Commissioners has previously approved participation of the CCSO in the MCSAP program
<b>Strategic Plan Alignment</b>	Furtheres the County's focus to keeping our residents safe, healthy and secure
<b>Counsel Review</b>	Andrew Naylor, via email 4/21/2020
<b>Contact Person</b>	Nancy Artmann, CCSO Finance Manager 503.785.5012

**BACKGROUND:**

The purpose of the Oregon Motor Carrier Safety Actions Plan (MCSAP) is to enhance highway safety through the uniform commercial motor vehicle inspections conducted statewide. The goal of the MCSAP is to reduce accidents involving commercial motor vehicles and to reduce injuries and fatalities caused by such vehicles. This amendment reduces the FY 2020-21 contract amount to \$25,000; reflecting the amount of inspections CCSO can reasonably accomplish this fiscal year which will free-up funds for partner agencies who can to conduct additional inspections.

**RECOMMENDATION:** Sheriff's Office respectfully requests that the Board of County Commissioners approves this amendment between Clackamas County by and through its Sheriff's Office and the Oregon Department of Transportation for the Enforcement of the FY2019-20 Oregon Motor Carrier Safety Action Plan.

Respectfully submitted,

Jenna Morrison  
Chief Deputy

*"Working Together to Make a Difference"*

**AMENDMENT NUMBER 01  
INTERGOVERNMENTAL AGREEMENT  
Oregon Motor Carrier Safety Action Plan  
(MCSAP)**

This is Amendment No. 01 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 Sheriff's Office, hereinafter referred to as "Agency," entered into on August 9<sup>th</sup>, 2019.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to change the not-to-exceed amount of the Agreement.

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.**

**a. Terms of Agreement, Paragraph 1, Page 2, which reads:**

1. Under such authority, State wishes to retain the services of Agency to enforce motor carrier safety regulations in mutually agreed upon highway locations, as identified in Exhibit A" attached hereto and by this reference made a part hereof. Payment for said services shall not exceed a maximum amount of \$113.75 per QSS. The cumulative maximum not to exceed amount for all payments to Agency is \$75,000.00 in state funds, which may be increased by a fully executed amendment.

**Shall be deleted in its entirety and replaced with the following:**

1. Under such authority, State wishes to retain the services of Agency to enforce motor carrier safety regulations in mutually agreed upon highway locations, as identified in Exhibit A" attached hereto and by this reference made a part hereof. Payment for said services shall not exceed a maximum amount of \$113.75 per QSS. The cumulative maximum not to exceed amount for all payments to Agency is \$25,000.00 in state funds, which may be increased by a fully executed amendment.

**b. State Obligations, Paragraph 1, Page 5, which reads:**

1. In consideration for the services performed, State agrees to pay Agency within forty-five (45) days of receipt by State of eligible inspections, citations or written warnings a maximum amount of \$113.75 per QSS. Total amount will not exceed a maximum amount of \$75,000.00. Travel expenses will not be reimbursed.

**Shall be deleted in its entirety and replaced with the following:**

1. In consideration for the services performed, State agrees to pay Agency within forty-five (45) days of receipt by State of eligible inspections, citations or written

warnings a maximum amount of \$113.75 per QSS. Total amount will not exceed a maximum amount of \$25,000.00. Travel expenses will not be reimbursed.

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.

Agency/State  
Agreement No. 33533-01

**Clackamas County**, by and through its  
Sheriff's Office

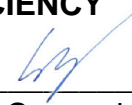
By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By  \_\_\_\_\_  
Agency Counsel

Date 04/21/2020 \_\_\_\_\_

**Agency Contact:**

Sergeant Sean Collinson  
2223 Kaen Rd.  
Oregon City, OR 97045  
971-563-9529  
seancol@co.clackamas.or.us

**State Contact:**

Howard "Russ" Russell  
Safety Enforcement Manager  
3930 Fairview Industrial Ave NE  
(503) 373-1979  
Howard.H.RUSSELL@odot.state.or.us

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_

Amy Ramsdell, Motor Carrier  
Transportation Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Howard "Russ" Russell, Safety  
Enforcement Manager

Date \_\_\_\_\_



# Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

April 30, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to Approve Amendment Number 3 to the Agreement with the Oregon State Marine Board

<b>Purpose/Outcome</b>	The Sheriff's Office provides marine patrol enforcement on all waters within Clackamas County including six lakes and six major rivers. This Operating Plan reimburses the Sheriff's Office for expenses as outlined in the Plan.
<b>Dollar Amount and Fiscal Impact</b>	The total Fiscal Year 2020 Operating Plan includes \$461,840.93 in support from the Marine Board, as well as, an estimated \$389,041.60 from CCSO.
<b>Funding Source</b>	The Oregon State Marine Board is the source of funds for the Operating Plan and this amendment.
<b>Duration</b>	Effective July 1, 2019 through June 30, 2020
<b>Strategic Plan Alignment</b>	The Plan, and subsequent amendments, provides funding for patrol services on all Clackamas County waters; to include investigation of boating law violations and boating accidents, examination of boats and other services. Thus, helping to ensure safe, healthy and secure communities.
<b>Previous Board Action/Review</b>	Approval of multiple, prior fiscal year requests.
<b>Counsel Review</b>	Andrew Naylor via email 4/21/2020
<b>Contact Person</b>	Nate Thompson – Office (503) 572-7118
<b>Contract No.</b>	IGA No. 19-20 CLACKAMAS-001 & -002

**BACKGROUND:**

Funds from the Marine Board operating plan, in general, pay for staff costs, boat fuel, training, insurance, boat maintenance and other administrative costs. The \$16,516 addition of funds will pay for a replacement engine, and associated labor costs, for an existing Marine Patrol boats.

**RECOMMENDATION:**

Staff recommends the Board approve this Amendment which combines previous Amendments Number 1 and Number 2, increasing Clackamas County's Operating Plan by \$16,516.

Respectfully submitted,

Jenna Morrison  
Chief Deputy

*"Working Together to Make a Difference"*

**INTERGOVERNMENTAL AGREEMENT  
AMENDMENT NO. 3  
IGA NO. 19-20 CLACKAMAS-003  
OREGON STATE MARINE BOARD AND CLACKAMAS COUNTY**

This Amendment hereby modifies the Law Enforcement Intergovernmental Agreement, entered into by and between the State of Oregon, acting by and through its State Marine Board, hereinafter called "OSMB," and Clackamas County, hereinafter called the "County." The referenced agreement is the 2019-2020 Law Enforcement Intergovernmental Agreement (the "Agreement") with the County of Clackamas for marine law enforcement activities.

The Agreement entered into on July 1, 2019, shall be amended as follows:

**SECTION 7. COMPENSATION AND PAYMENT TERMS**

7.1 OSMB shall, upon receipt and approval of expenditure documentation, pay to the County an amount not to exceed **\$461,840.93** for the agreement term **for the costs described in the Boating Safety Action Plan, attached to the Agreement as Exhibit B, and Amendment Nos. 1 and 2, together with \$16,516 for the purchase of a new engine, rigging, parts and supplies for the repower of the 2007 North River boat OR 384 XCX.** Payment requests shall be only for authorized services provided by the County pursuant to this agreement and for costs actually incurred by the County in conjunction with such services (including salaries/benefits, supplies or purchases of boats/equipment). At OSMB's discretion, federal funds may be used for payment.

This Amendment forms a part of the Agreement. Except as specifically modified above, all other terms and conditions of the original Agreement are still in full force and effect.

In witness to the above, the following duly authorized representatives of the parties referenced above have executed this amendment.

OSMB

COUNTY

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





Evelyn Minor-Lawrence  
Director

DEPARTMENT OF HUMAN RESOURCES

PUBLIC SERVICES BUILDING  
2051 Kaen Road | Oregon City, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Contract Amendment #1 with Trupp HR, Inc. for Equal Pay Analysis

<b>Purpose/Outcomes</b>	Trupp HR, Inc. will perform additional work to identify minimum qualifications for education and experience for each of the County's employee classifications for purposes of ensuring compliance with the Oregon Equal Pay Act.
<b>Dollar Amount and Fiscal Impact</b>	\$63,550.00 additional for a total contract value not to exceed \$173,600.00
<b>Funding Source</b>	Human Resources Department budget – General funded
<b>Duration</b>	Expiration date extended through September 30, 2020
<b>Previous Board Action</b>	None.
<b>Strategic Plan Alignment</b>	Build public trust through good government.
<b>Contact Person</b>	Heather Pedersen, Human Resources, 503-742-5484
<b>Counsel Review</b>	April 15, 2020
<b>Contract No.</b>	2677

**BACKGROUND:**

The Department of Human Resources originally contracted with Trupp HR, Inc. in November, 2018 to conduct an equal pay analysis guided by federal and state law including the Oregon Equal Pay Act of 2017.

The original work plan included a review of existing classification specifications, position descriptions, compensation structures, and pay policies and procedures to determine internal equity and work of comparable character. In order to identify work of comparable character, the project plan included the following phases:

- Develop, administer, collect, and analyze pay equity questionnaires from all County employees.
- Gather and analyze any other necessary information such as staff demographics, bona fide factors that may contribute to pay differentials and/or job application materials to assess any wage disparities among employees who perform work of comparable character to assist the agency in assessing compliance with Federal and/or State Pay Equity laws.
- Conduct an equal-pay analysis of both compensation structures and individual compensation to identify whether any wage disparities exist among employees performing work of comparable character.
- Recommend modifications (if any) to compensation structure, systems, policies and/or individual compensation to eliminate any and all unlawful wage disparities identified by the study as guided by federal and State law.



- Advise Clackamas County HR staff on methodology used to conduct equal-pay analysis.
- Provide copies of the final detailed comprehensive report with executive summary and presentation materials to County Counsel.
- Provide written documentation of assessment methodology and equal-pay analysis and tools necessary to support Clackamas County HR staff for on-going maintenance and administration of the classification and compensation structures and future Equal Pay Analyses.

During the course of the project, it was determined that identifying minimum qualifications for education and experience for each of the County's classifications was an additional step needed in order to complete the full scope of the original project. To complete this work, Trüpp HR, Inc. will gather market data and review the classification families and structure in order to apply minimum qualifications in a manner that aligns with business needs, industry standards, and hiring practices.

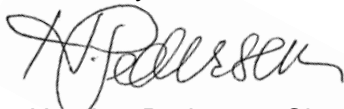
In light of the work completed to date and additional needs not originally contemplated in the original scope of work, the amendment incorporates the following:

- A. Extends term of entire contract through September 30, 2020;
- B. Increases scope of work to include "Proposal for Addition of Classification Minimum Qualifications" component (attached), which is an unanticipated consequence of the initial project scope; and,
- C. Increases total contract value to account for unanticipated time/costs in the employee questionnaire phase plus the additional scope of work.

**RECOMMENDATION:**

Staff recommends the Board approve the attached contract amendment for Trüpp HR, Inc.

Sincerely,



Heather Pedersen, Classification & Compensation Manager  
Department of Human Resources

Placed on the \_\_\_\_\_ agenda by Procurement.

**AMENDMENT #1  
TO THE CONTRACT DOCUMENTS WITH TRUPP HR, INC. FOR EQUAL PAY ANALYSIS  
(RFQ 2018-91)  
Contract #2677**

This Amendment #1 is entered into between Trupp HR, Inc. (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on November 20, 2018 (“Contract”).

The Purpose of this Amendment #1 is to make the following changes to the Contract:

1. ARTICLE I, Section 1. **Effective Date and Duration** is hereby amended as follows:  
The Contract expiration date is hereby changed from December 31, 2019 to **September 30, 2020**, for Contractor to complete the additional Scope of Work. County and Contractor acknowledge that work may have been performed after the termination date and desire to affirm and pay for such work pursuant to this Amendment.
2. ARTICLE I, Section 2. **Scope of Work** is hereby amended as follows:  
Contractor will perform additional Work to identify minimum qualifications for education and experience for each of the County’s employee classifications for purposes of ensuring compliance with the Oregon Equal Pay Act. The additional Work is described in greater detail in the Scope of Work attached as **Exhibit F**, and hereby incorporated by reference.
3. ARTICLE I, Section 3. **Consideration** is hereby amended as follows:

ORIGINAL CONTRACT	\$ 110,050.00
<b>AMENDMENT #1</b>	<b>\$ 63,550.00</b>
<b>TOTAL AMENDED CONTRACT</b>	<b>\$ 173,600.00</b>

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 #1, effective upon the date of the last signature below.

**Trupp HR, Inc.**

**Clackamas County**

\_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

**Approved as to Form**

\_\_\_\_\_  
County Counsel                                      Date

**EXHIBIT F**  
**ADDITIONAL SCOPE OF WORK**



NANCY S. BUSH  
DIRECTOR

DEPARTMENT OF DISASTER MANAGEMENT  
COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER  
2200 KAEN ROAD OREGON CITY, OR 97045

April 30, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement between the City of Portland and Clackamas County for purchase and reimbursement activities related to the use of the FY19 United States Department of Homeland Security's Urban Area Security Initiative (UASI) grant program

<b>Purpose/Outcomes</b>	The Subrecipient Agreement between the City of Portland and Clackamas County is to allow Clackamas County and its sub-recipients to purchase and receive reimbursement for approved expenditures under the FY19 UASI grant program.
<b>Dollar Amount and Fiscal Impact</b>	\$3,250,000 of FY19 UASI funds will directly benefit law enforcement, fire, public works and emergency management within the Portland Urban Area in the form of funding equipment and planning. \$337,700 will directly benefit Clackamas County.
<b>Funding Source</b>	The funding source for the FY19 UASI grant is the United States Department of Homeland Security via the Oregon Military Department.
<b>Duration</b>	The agreement is effective from the date both parties have signed and shall end, unless otherwise terminated or extended, on February 28, 2022.
<b>Previous Board Action/Review</b>	The Board of County Commissioners approved the FY18 UASI Intergovernmental Agreement with the City of Portland on May 16, 2019, agenda item F.2. This is a reoccurring grant with the City of Portland.
<b>Strategic Plan Alignment</b>	1. Coordination and Integration of Planning and Preparedness 2. Ensure Safe, Healthy and Secure Communities
<b>Counsel Review</b>	March 19, 2020
<b>Contact Person</b>	Nancy Bush, Director – Emergency Management - 655-8665
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Urban Area Security Initiative (UASI) is comprised of the City of Portland and the contiguous counties of Clackamas, Multnomah, Washington, Columbia and Clark County, Washington. In FY18, \$2,253,665 was awarded to the UASI region. \$527,281 of the total directly benefited Clackamas County. The FY19 grant will bring \$3,250,000 to the Portland Urban Area. A minimum of \$337,700 of that total will directly benefit Clackamas County agencies. The County will benefit from UASI-funded regional projects related to training, exercise, and equipment, as well as the continued support of a regional Intelligence Fusion Center.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve this agreement.

Respectfully submitted,

Nancy Bush, Director

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## 2019 Urban Area Security Initiative

THIS AGREEMENT is between **City of Portland** ("City"), a municipal corporation organized under the laws of the State of Oregon, and **Clackamas County** ("Grantee").

### A. Background

1. City of Portland, through its Portland Bureau of Emergency Management (PBEM), is the subrecipient of United States Department of Homeland Security (DHS) Urban Area Security Initiative (UASI) grant funds passed through the Oregon Military Department Office of Emergency Management (OEM) and wishes to enter into this Agreement with Grantee as a subrecipient of the federal funds.

2. The following exhibits are attached and incorporated into this Agreement by reference.

Exhibit A: **Scope of Work**

Exhibit B: **Federal Requirements and Certifications (including Attachments A, B, and C)**

Exhibit C: **Information required by 2 CFR 200.331**

Exhibit D: **Subrecipient Insurance**

Exhibit E: **Request for Reimbursement (RFR)**

Exhibit F: **OEM and City UASI 2019 grant award (including Exhibits A, B, C, and D)**

Exhibit G: **Equipment Transfer and Disposition form**

Exhibit H: **Equipment Inventory Report**

3. City selected Grantee, through a process created by the Regional Disaster Preparedness Organization (RDPO) that serves in the capacity of Urban Area Work Group (UAWG) to coordinate program development and decision-making processes for allocating UASI sub-grants, to receive funding.

### B. Effective Date and Duration

This Agreement is effective from the date both parties have signed until, and including, February 28, 2022 unless terminated or extended as provided in this Agreement. Grantee may not spend grant funds after the Agreement terminates or expires.

### C. Scope of Work

Grantee shall provide all services and materials specified in **Exhibit A** ("Scope of Work") which is incorporated into this Agreement by this reference as if set forth in full as described in grant documents approved by OEM. Grantee shall provide all services and materials in a competent and professional manner in accordance with the Scope of Work.

### D. Compensation

The total Agreement amount is \$337,700. Funds may only be used for the specific budget line items they were awarded. See Exhibit A for detail. City may only distribute funds under this Agreement to Grantee to perform the work specified in Exhibit A.

## E. Reimbursement

1. City will reimburse Grantee its qualified costs incurred in carrying out the Scope of Work, as identified in this Agreement, not to exceed \$337,700. All invoice payments are conditional upon presentation of properly documented reimbursement requests. Reimbursements will be made upon approval by City of a Request for Reimbursement (RFR) as specified in **Exhibit E**. RFRs shall be submitted bimonthly on or before 30 days following the end of the billing period. Final RFR shall be submitted no later than 30 days following the end of the grant. Reimbursements for expenses will be withheld if Performance Reports are not submitted by the dates as listed in **Exhibit A**.

2. Qualified costs are direct project costs incurred by Grantee, its personal services contractor(s), and Grantee's subrecipients eligible to receive federal funds during the term of this Agreement. City will reimburse Grantee for qualified costs for work described in **Exhibit A** and eligible under the following:

- a. 2 CFR 200.420-475 (General Provisions for Selected Items of Cost);
- b. Department of Homeland Security, Notice of Funding Opportunity DHS-18-GPD-067-00-01, viewable at: [https://www.fema.gov/media-library-data/1526578809767-7f08f471f36d22b2c0d8afb848048c96/FY\\_2019\\_HSGP\\_NOFO\\_FINAL\\_508.pdf](https://www.fema.gov/media-library-data/1526578809767-7f08f471f36d22b2c0d8afb848048c96/FY_2019_HSGP_NOFO_FINAL_508.pdf);
- c. Exhibit F, the OEM and City UASI 2019 grant award

3. Reimbursement requests shall display one hundred percent (100%) of the total project costs incurred during the period of the reimbursement. See **Exhibit E** for a detailed checklist for types and sources of acceptable documentation required before payment can be made. In addition, City may require a more detailed budget breakdown, and Grantee shall provide the supplementary budget information in a timely manner in the form and content reasonably prescribed by City. Any amendments to the budget must be approved in writing by the City. Amendments to the budget in excess of 10% of the total value of this agreement must be approved in writing by OEM.

## F. Recovery of Grant Funds

Grantee shall return to City, within fifteen (15) days after the City's written request, any funds disbursed to Grantee under this Agreement that, in City's reasonable judgment, are spent in violation of the provisions of this Agreement or that remain unspent upon termination or expiration of this Agreement.

## G. Representations and Warranties

Grantee represents and warrants to City as follows:

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

2. **NIMS Compliance.** By accepting FY 2019 funds, Grantee certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through OEM at [http://www.oregon.gov/oem/emresources/Plans\\_Assessments/Pages/NIMS.aspx](http://www.oregon.gov/oem/emresources/Plans_Assessments/Pages/NIMS.aspx)

3. **Cybersecurity.** Grantee certifies that it has completed the 2019 Nationwide Cybersecurity Review as required by the federal funder and can document compliance with this requirement.

# Subrecipient Agreement

City of Portland

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

## H. Universal Identifier and Contract Status

Grantee shall apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, Grantee shall maintain an active registration in the Central Contractor Registration database, located at [www.sam.gov](http://www.sam.gov).

## I. Program Income

Grantee shall report monthly on all program income (as defined by 2 CFR 200.80) generated by activities carried out with the grant funds made available under this Agreement. The use of program income by Grantee shall comply with the requirements set forth by 2 CFR 200.307.

## J. Procurement

The parties shall comply with all applicable procurement procedures and regulations, including applicable federal and state laws. In addition, the parties shall comply with the applicable provisions of 2 CFR Part 200. This agreement also authorizes City to procure on Grantee's behalf for costs related to Scope of Work.

### 1. Subcontracts.

- a. Grantee may enter into subcontracts for the performance of this grant. Grantee must comply with all terms outlined in **Exhibit F** and contained in this Agreement.
- b. Any subcontract entered into by Grantee shall not relieve Grantee of any of its duties or obligations under this Agreement. Payment under the terms of this Agreement will be made to Grantee, and subcontractors have no right to payment directly from City.
- c. Grantee is solely responsible for paying Grantee's subcontractors and nothing contained herein shall create, or be construed to create, any contractual relationship between any subcontractor and City.
- d. All subcontracts, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition and use small, minority, or women-owned or disadvantaged business to the extent practicable.
- e. Grantee agrees to include all relevant provisions of this Agreement in all subcontracts entered into as part of the activities undertaken in furtherance of this Agreement and will take appropriate action pursuant to any subcontract upon a finding that the subcontractor is in violation of regulations issued by any federal agency or the State of Oregon.

2. **Suspension and Debarment.** Grantee agrees not to subcontract with an entity where it has notice or knowledge that the latter has been found in violation of regulations under 2 CFR 200.213 "Suspension and Debarment." Grantee is responsible for further requiring this inclusion of a similar term or condition in any subsequent lower tier covered transactions. Grantee may access the Excluded Parties List System at [www.sam.gov](http://www.sam.gov).

3. **Conflict of Interest.** Grantee must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with 2 CFR 200.112. Conflicts of Interest must be disclosed in writing to City within five (5) calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.



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**4. City Procurement Delegation.** Grantee may, upon written request, authorize City to procure goods and services on behalf of Grantee and solely for purposes of performing the work described in Exhibit A. If City is procuring on Grantee's behalf, City's procurement policies will be followed. When City has purchased goods or services for Grantee or Grantee's subrecipient, arrangements for delivery will be made between the parties. Grantee or Grantee's subrecipient shall be the Owner of said goods or services and shall be responsible for complying with all applicable requirements as outlined in the Code of Federal Regulations (CFR) and Office of Management and Budget (OMB) Circulars, the State grant agreement, and this Agreement. For equipment purchases where City takes initial receipt, an Asset Transfer Form will be completed to document transfer of ownership. See **Exhibit G**.

## **K. Records Maintenance – Access**

1. Grantee shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles ("GAAP"). In addition, Grantee shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Grantee's performance.
2. Grantee acknowledges and agrees that City, the Federal Awarding Agency, the Comptroller General of the United States or their duly authorized representatives shall have access to such fiscal records and other books, documents, timesheets, papers, plans and writings of Grantee that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts.
3. Grantee shall retain and keep accessible all such fiscal records, books, documents, timesheets, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final expenditure report and termination of this Agreement or final disposition of asset, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Consistent with 2 CFR 200.333 through 200.337, Grantee is required to retain the records relating to this Agreement.

## **L. Audits**

If Grantee spends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with provisions of 2 CFR 200 Subpart F.

A copy of the audit shall be submitted to City within thirty (30) days of completion.

## **M. Lobbying**

Grantee certifies that none of the funds provided under this Agreement will be used to pay any person to influence or attempt to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress in connection with any Federal action concerning the award or renewal.

## **N. Mandatory Disclosures**

Grantee must immediately notify City in writing of all violations of local, state and federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the funds under this Agreement as provided in 2 CFR 200.113.

## **O. Ownership**

Grantee shall be the owner of all equipment and supplies purchased under this Agreement, unless otherwise outlined in a Grantee subcontract.

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## P. Equipment – Cooperative Use

All equipment purchased with funds under this Agreement will be made available to all eligible regional partners per 2 CFR 200.313(c)(2). All reasonable requests must be met when sufficient notice is given, and no reasonable conflict exists. Owners may not charge “rental” fees for equipment but may seek reimbursement for normal expenses (not already covered by grant funds) such as fuel, vehicle damage, maintenance for wear and tear, when appropriate.

## Q. Equipment Tracking and Reporting Requirements

Grantee agrees to comply with all property and equipment tracking and monitoring processes required by the grant, this Agreement, City, and State policies and procedures, to treat all single items of equipment valued over \$5,000 as capital assets, to provide City with a list of such equipment on a biennial basis falling on even years, using PBEM’s Equipment Inventory Report (see **Exhibit H**), and to complete and return the report to PBEM on or before June 30th of the reporting year. The list shall include, but is not limited to, status and condition, asset number, funding source (including the federal award identification number), who holds the title, date of purchase and cost, equipment description, serial number, location where the equipment is housed or stored, and disposition information (date of disposal and sale price of the property). All requirements for the tracking, monitoring, disposition, and transfer of fixed assets are set forth in 2 CFR 200.313, which can be found here:

[http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=8d75f90044e30262070fe0bc233c337f&mc=true&n=pt2.1.200&r=PART&ty=HTML#\\_top](http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=8d75f90044e30262070fe0bc233c337f&mc=true&n=pt2.1.200&r=PART&ty=HTML#_top)

Grantee or Grantee’s subrecipient shall maintain and store all equipment and supplies, provided or purchased, in the manner that will keep it safe, secure, and prolong its useful life and be maintained in good working condition throughout its useful life.

## R. Amendment.

This Agreement may be modified or amended only by the written agreement of both parties but must remain consistent with the requirements of the UASI program and the Agreement between the State and City.

## S. Termination

1. **Termination by Failure to Receive Funding.** Either party may terminate this Agreement if it fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow that part, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement; or if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Scope of Work is no longer allowable or no longer eligible for funding under this Agreement.

2. **Cause for Termination; Cure Period.** It shall be a material breach and cause for termination of this Agreement if Grantee uses grant funds outside of the scope of this Agreement, or if either party fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice and opportunity to cure from the other party. If the breach is of such nature that it cannot be completely remedied within the thirty (30) days cure period, the breaching party shall commence cure within the thirty (30) days, notify the non-breaching party of the steps for cure and estimated time table for full correction and compliance, proceed with due diligence and good faith to correct any failure or noncompliance, and obtain written consent from the non-breaching party for a reasonable extension of the cure period.

**3 No Payment Authorized During Cure Period.** During the cure period, City is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement, and Grantee shall not perform services or take actions that would require City to pay additional grant funds to Grantee. Grantee shall not spend unused grant funds, and such unused funds shall be deemed held in trust for City. Grantee shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.

**4. Termination for Cause.** Termination for cause based on Grantee's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the thirty (30) days period unless a written extension of cure period is granted by the non-breaching party. Grantee shall return all grant funds to City that had not been spent as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by Grantee under this Agreement shall, at the option of City, become the property of City; and Grantee may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination in City's reasonable discretion in a sum not to exceed the grant funds already expended.

**5. Penalty for Termination for Cause.** If this Agreement is terminated for cause, Grantee shall repay grant funds tendered under this Agreement to City that were spent in violation of this Agreement and City, in its sole discretion, may decline to approve or award future grant funding requests to Grantee.

**6. Termination by Agreement or for Convenience of City or Grantee.** City and Grantee may terminate this Agreement at any time by mutual written agreement. Alternatively, City or Grantee may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, Grantee shall return any unspent grant funds within thirty days after the effective date of termination. Unless the parties agree otherwise, Grantee shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds. City shall not be liable for indirect or consequential damages. Termination by either party for convenience shall not waive any claim or remedies the parties may have against each other.

## **T. Hold Harmless**

1. Grantee shall hold harmless, defend, and indemnify the City and Oregon Emergency Management and their officers, agents and employees against all claims, demands, actions and suits (including all attorney fees and costs) brought against any of them and arising solely from the negligent actions or omissions of Grantee in the performance of this Agreement. Grantee shall require its subcontractors or subrecipients, if any, to hold harmless, defend, and indemnify the City and Oregon Emergency Management and their officers, agents and employees against all claims, demands, actions and suits (including all attorney fees and costs) brought against any of them.

2. The obligations of Oregon public bodies, as defined by ORS 30.260(4), under this section are limited by, and subject to, the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300).

## **U. Independent Contractor Status**

1. Grantee shall be an independent Contractor for all purposes and shall be entitled only to the compensation provided in this Agreement. Under no circumstances shall Grantee be considered an employee of City.

2. Grantee shall provide all tools or equipment necessary to carry out this Agreement and shall exercise complete control in achieving the results specified in the Scope of Work.

3. Grantee is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise

# Subrecipient Agreement

City of Portland  
specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement.

## **V. Choice of Law**

The situs of this Agreement is Portland, Oregon. Any litigation over this Agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the State of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

## **W. No Waiver of Claims**

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

## **X. Modification**

Notwithstanding and succeeding any and all prior agreements or practices, this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing, signed by both parties.

## **Y. Severability**

If any clause, sentence or any other portion of the terms and conditions of this Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

## **Z. Third Party Beneficiaries**

There are no third-party beneficiaries to this Agreement, and it may only be enforced by the Parties.

# Subrecipient Agreement

City of Portland

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

## Multnomah County

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## City of Portland

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Approved as to Legal Sufficiency (if required for Grantee)

Legal Counsel 

Date: 04/20/2020

## City of Portland

City Attorney: 

Date: 3-18-2020

## Grantee Program Contact

Name \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## City of Portland Program & Fiscal Contact

Name: Beth Crane

Title: Grant Coordinator

Address: 9911 SE Bush, Portland,  
Oregon 97266

Phone: (503) 823-2027

Email:

[PBEM-UASIGrants@portlandoregon.gov](mailto:PBEM-UASIGrants@portlandoregon.gov)

## Grantee Fiscal Contact

Name \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

## Exhibit A – Scope of Work

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**This scope of work is comprised of the projects described below**

1. Cybersecurity
2. Citizen Corps Equipment, Training and Exercises

### Goals and Performance Measures

Project	Milestones	0 Completion Date (following execution of this agreement)
Cybersecurity	1. Submit detailed project management plan with milestones, dates for completion and responsible parties	45 days following executing agreement.
Citizen Corps	<ol style="list-style-type: none"> <li>1. Complete purchase of equipment, supplies and printed materials</li> <li>2. Complete delivery of trainings</li> <li>3. Complete development and execution of exercises and submit After Action Report</li> </ol>	22 <sup>nd</sup> month  22 <sup>nd</sup> month 22 <sup>nd</sup> month

## Exhibit A – Scope of Work

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### Performance Reports

Grantee agrees to submit Performance Reports by April 15th, July 15th, October 15th, and January 15<sup>th</sup> each year during the term of the Agreement. Performance Reports shall include a narrative description of progress, barriers, milestones achieved or unfulfilled as well as fiscal information related to spending and projected costs or savings. Performance Reports shall be sent to the designated City Program and Fiscal Contact and provided in the format requested by City. Late Performance Reports could result in the suspension and/or termination of the grant.

### Grant Total Budget – All Projects

<b>Budget Line-Item</b>	<b>Budget by Project</b>	<b>Federal Funds by Project Area</b>
UA19-012	Cybersecurity	\$300,000
UA19-032	Citizen Corps Training	\$5,000
UA19-033	Citizen Corps Equipment	\$31,200
UA19-034	Citizen Corps Exercise	\$1,500
	<b>Totals</b>	<b>\$337,700</b>

Federal Awarding Agency grant funds to be dispersed to Grantee not to exceed \$337,700



## Exhibit B – Federal Requirements and Certifications

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Grantee and its subrecipients, contractors or subcontractors shall comply with the OEM and City Agreement attached as **Exhibit F** and all applicable federal requirements, including, but not limited to, the following:

**Non-Discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.** Grantee assures compliance with all applicable nondiscrimination laws, including but not limited to:

- a. **Title VI of the Civil Rights Act of 1964** (USC § 2000d et seq)
- b. **Age Discrimination Act of 1975** (42 USC § 6101 et seq)
- c. **Americans with Disabilities Act of 1990** (42 USC §§ 12101-12213; Title I, II, and III)
- d. **Civil Rights Act of 1968** (42 USC § 3601 et seq), which prohibits
- e. **Title IX, Education Amendments of 1972** (20 USC § 1681 et seq),
- f. **Section 504 of the Rehabilitation Act of 1973** (29 USC § 794),

**Services to Limited English Proficient (LEP) Persons.** Grantee agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency (LEP). To ensure compliance with Title VI, Grantee shall take reasonable steps to develop and implement a system to provide those services so LEP persons can have meaningful access to them. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. For additional information regarding LEP obligations, please see [www.lep.gov](http://www.lep.gov).

**Drug-Free Workplace Requirement.** Grantee agrees to comply with the requirements of the Drug Free Workplace Act of 1988, 41 USC § 701 et seq., which requires that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Grantee shall notify City within ten (10) days if an employee of Grantee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

**Whistleblower Protection.** Grantee agrees to comply with the requirements under the Whistleblower Protection Act, 41 USC § 4712, as applicable.

**Personally Identifiable Information (PII).** Grantee, if it collects PII, is required to have a publicly available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.

**False Claims Act & Program Fraud Civil Remedies.** 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.

**Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Grantee certifies by accepting funds under this Agreement that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency.

**Standard Assurances and Certifications Regarding Lobbying.** Grantee is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352.

**Procurement of Recovered Materials.** Grantee agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.

# Exhibit B – Federal Requirements and Certifications

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTION

By signing and submitting this Agreement, Grantee certifies as follows:

Grantee has not been debarred, suspended, ineligible or voluntarily excluded from receiving federal funds or participating in programs supported by Federal funding.

The certification in this clause is a material representation of fact relied upon by **City of Portland**. If it is later determined that Grantee knowingly rendered an erroneous certification, in addition to remedies available to **City of Portland**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Grantee agrees to comply with the requirements of Executive Order 12549 and 2 CFR part 180, throughout the period of this Agreement. Grantee further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Organization \_\_\_\_\_

Date \_\_\_\_\_

# Exhibit B – Federal Requirements and Certifications

## CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such expenditure or failure.

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

\_\_\_\_\_  
Signature of Grantee's Authorized Official

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Exhibit C – Information Required by 2 CFR 200.331

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1. Federal Award Identification:
  - (i) Subrecipient name (which must match registered name in DUNS):  
Clackamas County
  - (ii) Subrecipient's DUNS number:  
Clackamas County 096992656
  - (iii) Federal Award Identification Number (FAIN):  
DHS-18-GPD-067-00-01
  - (iv) Federal Award Date:  
August 15, 2019
  - (v) Sub-award Period of Performance:  
Date of Agreement Execution through February 15, 2022
  - (vi) Amount of Federal Funds Obligated by the Agreement between the Oregon Military Department and the City:  
\$3,118,080
  - (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement:  
\$337,700
  - (viii) Total Amount of Federal Award:  
\$3,250,000
  - (ix) Federal award project description:  
The Portland Urban Area Security Initiative funding is provided to the Portland regional area to prepare for, prevent, mitigate, respond to and recover from natural and human caused threats, including terrorism.
  - (x) Name of Federal Awarding Agency:  
Department of Homeland Security, Federal Emergency Management Agency
  - (xi) Name of Pass-through Entity:  
Oregon Military Department through Oregon Emergency Management to the City of Portland, Portland Bureau of Emergency Management, on behalf of the Regional Disaster Preparedness Organization
  - (xii) Contact information for Awarding Official:  
Mike Meyers, Director Portland Bureau of Emergency Management 9911 SE Bush, Portland Oregon 97266
  - (xiii) CFDA Number and Program Name:  
CFDA 97.067, Urban Area Security Initiative
  - (xiv) Is Award Research & Development?  
No
  - (xv) Indirect cost rate for the Federal award:  
Not specified

## Exhibit C – Information Required by 2 CFR 200.331

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(xvi) Match required:  
No

2. Subrecipient's indirect cost rate:     N/A

## Exhibit D – Subrecipient Insurance

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Grantee and any subrecipients shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.

1. Workers' Compensation Insurance: Grantee, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, Grantee, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.
2. Commercial General Liability Insurance: Grantee shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$ 1,000,000, and aggregate limit of not less than \$2,000,000.
3. Automobile Liability Insurance: Grantee shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned autos. This coverage may be combined with the commercial general liability insurance policy.
4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name City and Oregon Emergency Management and their bureaus, officers, agents and employees as Additional Insureds, with respect to Grantee's or its contractor's activities to be performed or services to be provided. Grantee shall provide proof of additional insured coverage in the form of an additional insured endorsement form or a policy coverage document acceptable to City. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.
5. Continuous Coverage; Notice of Cancellation: Grantee shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non-renewal of coverage without thirty (30) days written notice from Grantee to City. If the insurance is canceled or terminated prior to termination of the Agreement, Grantee shall immediately notify City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.

Proof of Insurance: City acknowledges Grantee is self-insured in an amount sufficient to satisfy its obligations under this Agreement. Grantee will require its subrecipients, contractors, or subcontractors to comply with the insurance requirements set forth in this Agreement. Grantee shall furnish a declaration that Grantee is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.272 and 30.273.

# EXHIBIT E Request for Reimbursement

INVOICE VOUCHER NO.			DATE:	
<b>SUBMIT INVOICE TO</b>			<b>INSTRUCTIONS TO VENDOR:</b> Submit this form to claim payments/reimbursement for equipment, materials or services. Show complete detail for each item and include all backup documentation (checklist definitions on page 2).	
PORTLAND BUREAU OF EMERGENCY MANAGEMENT ATTN: FINANCE & GRANTS 9911 SE BUSH ST PORTLAND, OR 97266				
SUB-RECIPIENT OR CLAIMANT NAME & ADDRESS (Check is to be payable to)				
SUB-RECIPIENT IGA NO.			GRANT NUMBER:	
DATE	DESCRIPTION	BUDGET LINE-ITEM	BUDGET AMOUNT	AMOUNT OF REIMBURSEMENT
PREPARED BY (PRINT NAME):  SIGNATURE:		PREPARER'S EMAIL	PREPARER'S TELEPHONE NUMBER	

I certify that all payments requested are for appropriate purposes in accordance with the grant agreement and set forth in the application award documents and that all backup documentation submitted, as checked on page two (2) accurately represents items or services purchased.

\_\_\_\_\_  
Approver Name & Signature

\_\_\_\_\_  
Date Approved

# Exhibit E Request for Reimbursement

1. **Regional Staffing Reimbursement** - Includes personnel cost, mileage and parking, telecom, space rental, office supplies.
  - Mileage reimbursement backup document includes google maps showing the total miles travel and the meeting agenda.
  - Receipts or invoices.
  - Payroll Reports/Approved timesheets.
2. **Travel Reimbursements** - Lodging and meals must meet the Federal per diem rate. Please visit [www.gsa.gov/portal/content/104877](http://www.gsa.gov/portal/content/104877) for allowable GSA rates
  - Registration form.
  - Travel authorization form.
  - Conference or training agenda.
  - Receipts and proof of payment for all expenses except meals.
  - SAM exclusion ([www.sam.gov](http://www.sam.gov)) (A printout must be submitted).
  - Training report, if applicable.

Please Note: Food and beverages provided during the event must be deducted from per diem allowance. Receipts should be itemized and cannot include tips for food or services and alcohol. The UASI Training Report form found at <https://www.portlandoregon.gov/pbem/53958> must be submitted within 30 days after the training occurred.

3. **Supplies and Equipment Purchase Reimbursements**
  - Quotes.
  - Solicitations (Request for proposals, invitation to bid and responses, proposals, bids).
  - Copy of procurement contract.
  - Purchase order.
  - Price quote summary, if applicable.
  - SAM exclusion ([www.sam.gov](http://www.sam.gov)) (A printout must be submitted).
  - Insurance & Worker compensation, if applicable.
  - Vendor invoices signed "ok to pay" by the individual authorized to do so.
  - Proof of payment to vendor.

**ONLY City of Portland**

  - EEO Certification <https://procure.portlandoregon.gov/> if applicable.
  - Business registration <http://www.portlandoregon.gov/revenue/lookup/index.cfm?accountID=758095>.
4. **Overtime or Backfill Reimbursement for Exercise or Training** - Only OT or backfill wages plus FICA, worker's compensation, unemployment and retirement benefits are eligible for reimbursement.
  - Overtime & Backfill Rate Sheet found at <https://www.portlandoregon.gov/pbem/62178>
  - Payroll reports and approved time sheets.
5. **Personnel Services**-To reimburse for approved personnel services, request wages and benefits. TriMet taxes must be removed.
  - Payroll report.
  - TriMet taxes have been omitted.
6. **Training and Conference**
  - Sign-in roster.
  - Registration information.
  - Copies of invoice for expenses incurred for meeting space.
  - Facilitation costs.
  - Receipts or invoices for materials and supplies.
  - Copies of the contract, if applicable.



**OREGON MILITARY DEPARTMENT  
OFFICE OF EMERGENCY MANAGEMENT  
HOMELAND SECURITY GRANT PROGRAM  
URBAN AREA SECURITY INITIATIVE  
CFDA # 97.067  
CITY OF PORTLAND  
\$3,118,080  
Grant No: 19-170**

This Agreement is made and entered into by and between the State of Oregon, acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as "OEM," and the City of Portland, hereinafter referred to as "Subrecipient," and collectively referred to as the "Parties."

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2019** and ending, unless otherwise terminated or extended, on **May 31, 2022** (the "Grant Award Period"). No Grant Funds are available for expenditures after the Grant Award Period. OEM's obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.

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

- Exhibit A: **Project Description and Budget**
- Exhibit B: **Federal Requirements and Certifications**
- Exhibit C: **Subcontractor Insurance**
- Exhibit D: **Information required by 2 CFR 200.331(a)**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit B; this Agreement without Exhibits; Exhibit A; Exhibit C.

3. **Grant Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed **\$3,118,080** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2019 Urban Area Security Initiative (UASI) grant.

4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.

5. **Reports.** Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

**a. Performance Reports.**

- i. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of the agreed upon milestones. The narrative reports will address specific information regarding the activities carried out under the FY 2019 UASI program.
- ii. Reports are due to OEM on or before the 30th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

**b. Financial Reimbursement Reports.**

- i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by OEM that includes supporting documentation for all grant expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, RFRs must be submitted on or before 30 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31), and a final RFR must be submitted no later than 30 days following the end of the grant period.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period. Subrecipient agrees that no grant may be used for expenses incurred before or after the Grant Award Period.

**6. Disbursement and Recovery of Grant Funds.**

- a. **Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the UASI program guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at <http://www.oregon.gov/oem/emresources/Grants/Pages/HSGP.aspx>.
- b. **Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.

- ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
  - iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - iv. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.
- c. **Recovery of Grant Funds.** Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand.

**7. Representations and Warranties of Subrecipient.** Subrecipient represents and warrants to OEM as follows:

- a. **Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **NIMS Compliance.** By accepting FY 2019 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through OEM at [http://www.oregon.gov/oem/emresources/Plans\\_Assessments/Pages/NIMS.aspx](http://www.oregon.gov/oem/emresources/Plans_Assessments/Pages/NIMS.aspx).

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

**8. Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement

and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter "contractors"), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.

b. **Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.

c. **Audits.**

- i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
- ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
- iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

9. **Subrecipient Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance**

- a. **Subagreements.** Subrecipient may enter into agreements (hereafter "subagreements") for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for

contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).

- i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all expenditures and related support documentation during the period covered by the RFR.
  - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
  - iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
  - iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- b. Purchases and Management of Property and Equipment; Records.** Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
- i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
  - ii. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
  - iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.
  - iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.

- v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
  - vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
  - vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
  - viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
  - ix. Subrecipient shall, and shall require its contractors to, retain the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the State Homeland Security Program.
- c. **Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Subrecipient's contractor(s) nor any attorney engaged by Subrecipient's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Subrecipient's contractor is prohibited from defending State or that Subrecipient's contractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Subrecipient's contractor if State elects to assume its own defense.

Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

## 10. Termination

- a. **Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
  - i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
  - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
  - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
  - iv. The Project would not produce results commensurate with the further expenditure of funds; or
  - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
  - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.
- b. **Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
  - i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
  - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the ten days, if the other Party fails to comply with any of the terms of this Agreement.
- d. **Settlement upon Termination.** Immediately upon termination under Sections 10.a.i, v., or vi, no Grant Funds shall be disbursed by OEM and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.c and the terminating party may pursue additional remedies in law or equity. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

## 11. GENERAL PROVISIONS

- a. **Contribution.** To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors. This Section shall survive expiration or termination of this Agreement.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. **Responsibility for Grant Funds.** Subrecipient, pursuant to this Agreement with OEM, shall assume sole liability for its breach of the conditions of this Agreement, and shall, upon its breach of conditions that causes or requires OEM to return funds to DHS or FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the Subrecipient's indemnification ability, the indemnification amount shall be the maximum amount of funds available to Subrecipient for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** OEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Subrecipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subrecipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Oregon without regard to principles



of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of the Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- i. **Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B.
- j. **Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

CITY OF PORTLAND

By [Signature]

Name John M. Myers  
(printed)

Date 12-17-19

APPROVED AS TO LEGAL SUFFICIENCY  
(If required for Subrecipient)

By [Signature]  
Subrecipient's Legal Counsel

Date 12/17/19

**Subrecipient Program Contact:**  
Denise Barrett  
RDPO Manager  
Portland Bureau of Emergency Management  
9911 SE Bush  
Portland, OR 97266  
503-823-5386  
denise.barrett@portlandoregon.gov

**Subrecipient Fiscal Contact:**  
Somer Erickson  
Fiscal Manager  
Portland Bureau of Emergency Management  
9911 SE Bush  
Portland, OR 97266  
503-823-4187  
somer.erickson@portlandoregon.gov

STATE OF OREGON, acting by and through its Oregon  
Military Department, Office of Emergency Management

By [Signature]

Name Matthew T. Marklein  
(printed)

Operations and Preparedness Section Manager, OEM

Date 12/17/19

APPROVED AS TO FORM

By Samuel B. Zeigler via email  
Senior Assistant Attorney General

Approved as to Legal Sufficiency 10/7/19

**OEM Program Contact:**  
Sidra Metzger-Hines  
Grants Coordinator  
Oregon Military Department  
Office of Emergency Management  
PO Box 14370  
Salem, OR 97309-5062  
503-378-3661  
sidra.metzgerhines@state.or.us

**OEM Fiscal Contact:**  
Natalie Day  
Senior Grants Accountant  
Oregon Military Department  
Office of Emergency Management  
PO Box 14370  
Salem, OR 97309-5062  
503-378-3931  
natalie.day@state.or.us

**Exhibit A**  
**Grant No: 19-170**  
**Subrecipient: City of Portland**

**I. Project Description**

Project Title: Fiscal Year 2019 Urban Area Security Initiative

This award supports the Regional Disaster Preparedness Organization in implementing region wide, planning, training, exercising and equipment purchases to enhance response and resiliency in the Portland metropolitan area.

**II. Budget**

<b>Equipment</b>		<b>\$ 619,356</b>
OHSU Radio Consoles	\$ 187,500	
Nerve Agent Antidote	\$ 212,670	
Radio Interoperability	\$ 16,910	
Citizen Corps Equipment	\$ 202,276	
 <b>Planning</b>		 <b>\$2,043,261</b>
RDPO Planning	\$ 807,111	
THIRA	\$ 100,000	
Recovery Planning	\$ 150,000	
Transportation Recovery	\$ 50,000	
Wildfire Threat Assessment	\$ 125,000	
Social Vulnerability Tools	\$ 174,800	
Cybersecurity	\$ 300,000	
Water Planning Project	\$ 54,000	
Disaster Medical Care	\$ 137,000	
ORWARN	\$ 25,000	
Citizen Corps Planning	\$ 2,000	
Communications Workshop	\$ 18,350	
UASUAV Regional Program	\$ 100,000	
 <b>Training</b>		 <b>\$ 295,059</b>
SWAT Team Training	\$ 75,266	
Upset Recovery Training	\$ 90,000	
LE Crisis Communications	\$ 30,000	
Citizen Corps Training	\$ 67,793	
Simulation Deck	\$ 32,000	
 <b>Exercise</b>		 <b>\$ 4,500</b>
Citizen Corps Exercise	\$ 4,500	
 <b>PBEM Management &amp; Administration</b>		 <b>\$ 155,904</b>
RDPO Grant Staff	\$ 155,904	
 <b>Total</b>		 <b>\$3,118,080</b>

## EXHIBIT B

### Federal Requirements and Certifications

**I. General.** Subrecipient agrees to comply with all federal requirements applicable to this Agreement. Those federal requirements include, without limitation, financial management and procurement requirements; requirements for maintaining accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP); and all other financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) program regulations and requirements.

#### II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subrecipient certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (2 CFR 200.213).
- B. Standard Assurances and Certifications Regarding Lobbying.** Subrecipient is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352 and *New Restrictions on Lobbying* published at 55 Federal Register 6736 (February 26, 1990).
- C. Compliance with Applicable Federal Law.** Subrecipient agrees to comply with all applicable laws, regulations, program guidance, the Federal Government in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 2 CFR Part 200, including, without limitation:
    - a. Using Grant Funds only in accordance with applicable cost principles described in 2 CFR Subpart E, including that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or the terms of federal awards or other reasons;
    - b. Subrecipient must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with 2 CFR 200.112. Conflicts of Interest must be disclosed in writing to the OEM within 5 calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.
  2. USA Patriot Act of 2001, which amends 18 USC §§ 175-175c.
  3. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
  4. False Claims Act & Program Fraud Civil Remedies, 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
  5. Whistleblower Protection Act, 10 USC §§ 2409 and 2324 and 41 USC §§ 4712, 4304 and 4310 requiring compliance with whistleblower protections, as applicable.
  6. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other

than receipt or expected receipt of Federal funds. Any project cost allocable to this Agreement may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons.

- D. Non-discrimination and Civil Rights Compliance.** Subrecipient, and all of its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including, but not limited to:
- a. Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq., as amended, and related nondiscrimination regulations in 6 CFR Part 21 and 44 CFR Part 7.
  - b. Title VIII of the Civil Rights Act of 1968, 42 USC § 3601, as amended, and implementing regulations at 6 CFR Part 21 and 44 CFR Part 7.
  - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12213.
  - d. Age Discrimination Act of 1975, 42 USC § 6101 et seq.
  - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
  - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.
- E. Services to Limited English Proficient (LEP) Persons.** Subrecipient, and any of its contractors and subcontractors agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subrecipient must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.
- F. Procurement of Recovered Materials.** Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery and Conservation Act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.
- G. SAFECOM.** If the Grant Funds are for emergency communication equipment and related activities, Subrecipient must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- H. Drug Free Workplace Requirements.** Subrecipient agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, 41 USC § 701 et seq., as amended, and implementing regulations at 2 CFR Part 3001 which require that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subrecipient must notify this office if an employee of Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

- I. Human Trafficking (2 CFR Part 175).** Subrecipient must comply with requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 USC § 7104, as amended and 2 CFR § 175.15.
- J. Fly America Act of 1974.** Subrecipient agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.
- K. Activities Conducted Abroad.** Subrecipient agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- L. Acknowledgement of Federal Funding from DHS.** Subrecipient agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- M. Copyright.** Subrecipient shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subrecipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.
- N. Patents and Intellectual Property Rights.** Unless otherwise provided by law, Subrecipient is subject the Bayh-Dole Act, 35 USC § 200 et seq., as amended, including requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards, 37 CFR Part 401, and the standard patent rights clause in 37 CFR § 401.14.
- O. Use of DHS Seal, Logo and Flags.** Subrecipient agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- P. Personally Identifiable Information (PII).** Subrecipient, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.
- Q. Federal Debt Status.** Subrecipient shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit

overpayments and any amounts due under Section 11.c of this Agreement. See OMB Circular A-129 for additional information and guidance.

- R. Energy Policy and Conservation Act.** Subrecipient must comply with the requirements of 42 USC § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with the Act
- S. Lobbying Prohibitions.** Subrecipient must comply with 31 USC §1352, which provides that none of the funds provided under an award may be expended by the subrecipient to pay any person to influence, or attempt to influence and officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.
- T. Terrorist Financing.** Subrecipient must comply with US Executive Order 13224 and US law that prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Subrecipients to ensure compliance with the EO and laws.
- U. Faith-Based Organizations.** Subrecipient must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- V. National Environmental Policy Act.** Subrecipient must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires Subrecipient to use all practicable means within its authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- W. Federal Leadership on Reducing Text Messaging while Driving.** Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
- X. Environmental Planning and Historic Preservation.** DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation review process. If ground disturbing activities occur during construction, sub-recipient will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify Oregon Office of Emergency Management, and DHS/FEMA.

## EXHIBIT C

### Subagreement Insurance Requirements

#### GENERAL.

Subrecipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences; and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OEM. Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which Subrecipient is a Party.

#### TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers' liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.**

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

**Bodily Injury, Death and Property Damage:**

\$500,000 per occurrence, (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.**

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



**Bodily Injury, Death and Property Damage:**

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

**ADDITIONAL INSURED.** The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

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

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

**CERTIFICATE(S) OF INSURANCE.** Subrecipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. **INSURANCE REQUIREMENT REVIEW.** Recipient agrees to periodic review of insurance requirements by OEM under this Agreement and to provide updated requirements as mutually agreed upon by OEM and Recipient.

**OEM ACCEPTANCE.** All insurance providers are subject to OEM acceptance. If requested by OEM, Recipient shall provide complete copies of its Contractors' insurance policies, endorsements, self-insurance documents and related insurance documents to OEM's representatives responsible for verification of the insurance coverages required under this Exhibit C.

## **Exhibit D**

### **Information required by 2 CFR 200.331(a)**

- I. **Federal Award Identification:**
  - (i) **Sub-recipient name (which must match registered name in DUNS):** City of Portland
  - (ii) **Sub-recipient's DUNS number:** 054971197
  - (iii) **Federal Award Identification Number (FAIN):** EMW-2019-SS-00068-S01
  - (iv) **Federal Award Date:** September 1, 2019
  - (v) **Sub-award Period of Performance Start and End Date:** From October 1, 2019 to May 31, 2022
  - (vi) **Amount of Federal Funds Obligated by this Agreement:** \$ 3,118,080
  - (vii) **Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this agreement \*:** \$3,174,097
  - (viii) **Total Amount of Federal Award committed to the Subrecipient by the pass-through entity:** \$3,174,097
  - (ix) **Federal award project description:** The Urban Area Security Initiative Grant plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.
  - (x) **(a) Name of Federal awarding agency:** U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)  
**(b) Name of Pass-through entity:** Oregon Military Department, Office of Emergency Management  
**(c) Contact information for awarding official:** Andrew Phelps, Director – Oregon Office of Emergency Management, PO Box 14370, Salem, OR 97309-5062
  - (xi) **CFDA Number and Name:** 97.067 Homeland Security Grant Program  
**Amount:** \$7,327,500
  - (xii) **Is Award R&D?** No
  - (xiii) **Indirect cost rate for the Federal award:** 12%
2. **Subrecipient's indirect cost rate:** 0%

\*The Total amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current fiscal year.

# Exhibit G – Equipment Transfer and Disposition Form

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## UASI Equipment Transfer and Disposition Form

For all grant purchased assets that are sold, transferred or disposed of, equipment records must be maintained in accordance with 2 CFR 200: ([http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) ). In addition to maintaining these records, this form must be completed and submitted to the Portland Bureau of Emergency Management: [elizabeth.crane@portlandoregon.gov](mailto:elizabeth.crane@portlandoregon.gov)

Asset Property Tag ID/#:

Serial Number:

Federal Grant Identifier:

Percentage of Federal Funds Used in Purchase:

Equipment Category: Choose AEL Category

Item Description:

Make/Model #:

Location where property is currently housed:

If transferred, Location where property will be housed:

If Transferring - (receiving agency):

Acquisition Date:

Purchase Cost: \$

Last Inventory Date:

Condition:

Disposition Type: Choose an item.

Current Market Value: \$

Received by (Agency Name):

Name and Title of Receiver:

Signature of Receiver: \_\_\_\_\_

Date Received:

Reason why the item is being transferred:





NANCY S. BUSH  
DIRECTOR

DEPARTMENT OF DISASTER MANAGEMENT  
COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER  
2200 KAEN ROAD OREGON CITY, OR 97045

April 30, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Intergovernmental Subrecipient Grant Agreement # DM-20-001 with Department of Forestry, North Cascades District for Fire Prevention Coordination

<b>Purpose/Outcomes</b>	The Firewise Communities Program is a project of the National Fire Protection Association. The program encourages local solutions for safety by involving homeowners and individual responsibility for preparing for wildfire and for planning for wildland fires.
<b>Dollar Amount and Fiscal Impact</b>	Contract maximum value is \$174,115.42
<b>Funding Source</b>	Title III allocations from the U.S. Department of Agriculture and the U.S. Department of the Interior. No County General Funds are involved. Title III funding is restricted funding from The Rural Schools Act. These funds are considered non-federal funds by the federal agency.
<b>Duration</b>	Effective March 1, 2020 and terminates on December 31, 2021
<b>Previous Board Action/Review</b>	The Board has approved Firewise Grants in the previous years were managed through the County Administrator's Office and now Disaster Management.
<b>Strategic Plan Alignment</b>	1. Increase self-sufficiency for our clients 2. Ensure safe, health and secure communities
<b>Counsel Review</b>	February 10, 2020
<b>Contact Person</b>	Nancy Bush, Director, 503-742-8665
<b>Contract No.</b>	20-001

**BACKGROUND:**

The Oregon Department of Forestry, Molalla Unit, will provide Firewise coordination and educational opportunities for home owners in Clackamas County in support of Clackamas County Community Wildfires planning efforts and the development of Firewise communities in the wildland urban interface as identified in the Clackamas County Wildfire Protection Plan (CCWP). This is a unique program that utilizes incarcerated women from Coffee Creek proven successful over the past years to assist communities and individual homeowners in reducing fuels for wildland fire.

The Firewise Program is a continuation of work outlined in the CCWP in respect to fuel reduction efforts with the United States Forest Service and local fire districts and for planning for wildland fire interface within the county.

**RECOMMENDATION:**

Staff recommends the Board approve this agreement.

Respectfully submitted,

Nancy Bush, Director  
Disaster Management

**CLACKAMAS COUNTY, OREGON**  
**INTERGOVERNMENTAL SUBRECIPIENT GRANT AGREEMENT DM-20-001**

Project Name: **Firewise**  
 Project Number:

This Intergovernmental Agreement is between **Clackamas County**, Oregon, a political subdivision of the State of Oregon, acting by and through its **Department of Emergency Management** ("COUNTY") and **The State of Oregon**, acting through its **Department of Forestry, North Cascades Unit**, a Department of the State of Oregon ("SUBRECIPIENT").

**Clackamas County Data**

Grant Accountant: <b>Mike Morasko</b>	Program Manager: <b>Nancy Bush</b>
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 Phone: 503-742-5435 mmorasko@co.clackamas.or.us	Clackamas County – Emergency Management 2200 Kaen Road Oregon City, OR 97045 Phone: 503-655-8665 nbush@co.clackamas.or.us

**Subrecipient Data**

Finance/Fiscal Representative: <b>Scott West</b>	Program Representative: <b>Scott West</b>
Name: Oregon Department of Forestry – Molalla Unit Address: 14995 OR-211 City, State Zip: Molalla, OR 97038 Phone: 503-829-2216 Email: scott.a.west@oregon.gov	Name: Oregon Department of Forestry Address: 14995 OR-211 City, State Zip: Molalla, OR 97038 Phone: 503-829-2216 Email: scott.a.west@oregon.gov
DUNS: 809579808	

**RECITALS**

1. Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.
2. Project description: The Firewise Communities Program is a project of the National Fire Protection Association in conjunction with the U.S. Department of Agriculture, office of Forest Service, the U.S. Department of the Interior, and the National Association of State Foresters. The program encourages local solutions for safety by involving homeowners in taking individual responsibility for preparing their homes from the risk of wildfire. The program teaches people how to adapt to living with wildfire and encourages neighbors to work together and take action now to prevent losses.
3. This Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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:

## AGREEMENT

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of March 1, 2020 and shall expire on **December 31, 2021**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to perform the Project in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable State of Oregon laws and regulations.
4. **Grant Funds.** COUNTY's funding for this Agreement is COUNTY unrestricted funds. The maximum, not to exceed, grant amount that COUNTY will pay is **\$174,115.42**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit C: Request for Reimbursement. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
  - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement; or,
  - b. Mutual agreement by COUNTY and SUBRECIPIENT; or,
  - c. Written notice provided by COUNTY that COUNTY has determined that funds are no longer available for the purposes outlined in this Agreement.

Upon completion of improvements or upon termination of this Agreement, any unexpended balances of funds shall remain with COUNTY.
7. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this Agreement have been obligated to COUNTY. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.

9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
- a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
  - c) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
  - e) **Match.** Matching funds are not required for this Agreement.
  - f) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
  - g) **Indirect Cost Recovery.** SUBRECIPIENT foregoes indirect cost recovery on this award.
  - h) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
  - i) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit C: Request for Reimbursement.
  - j) **Performance Reporting.** SUBRECIPIENT must submit an annual Performance Report as specified in Exhibit A.
  - k) **Financial Reporting.** Upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit C: Request for Reimbursement on a quarterly basis.
  - l) **Specific Conditions.** None.
  - m) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT.
  - n) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring. COUNTY shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments



and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.

COUNTY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by COUNTY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within ten (10) days after being notified by COUNTY, Agreement termination and all funding will end. SUBRECIPIENT must return any unused funds promptly.

- o) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (3) years, or such longer period as may be required by applicable state law, following final payment and termination of this Agreement.
- p) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

#### 10. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations as applicable to SUBRECIPIENT.
- b) **Drug-Free Workplace Act of 1988.** SUBRECIPIENT agrees to comply with the requirements of 24 CFR Part 24 concerning the Drug-Free Workplace Act of 1988 by administering in good faith a policy designed to ensure that its facilities are free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.
- c) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- d) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.

- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

## 11. Procurement Standards

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

## 12. General Agreement 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 SUBRECIPIENT 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 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. SUBRECIPIENT, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

- b. **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 COUNTY or SUBRECIPIENT 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.
- c. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- d. **Force Majeure.** Neither SUBRECIPIENT nor COUNTY shall be held responsible for delay or default caused by events outside of SUBRECIPIENT's or COUNTY's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, SUBRECIPIENT 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.
- e. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- f. **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- g. **Indemnification.** SUBRECIPIENT shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of SUBRECIPIENT, its subcontractors, agents, or employees. SUBRECIPIENT agrees to indemnify, hold harmless and defend Clackamas County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of SUBRECIPIENT or SUBRECIPIENT's employees, subcontractors, or agents.

However, neither SUBRECIPIENT nor any attorney engaged by SUBRECIPIENT shall defend the claim in the name of COUNTY or any department of COUNTY, nor purport to act as legal representative of COUNTY or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for COUNTY, nor shall Agency settle any claim on behalf of COUNTY without the approval of the Clackamas County Counsel's Office. COUNTY may, at its election and expense, assume its own defense and settlement.

- h. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
  - 1. **Commercial General Liability Insurance.** SUBRECIPIENT agrees to furnish COUNTY with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including

loss of use thereof, in any way related to this Agreement. If self-insured, SUBRECIPIENT shall provide documentation to COUNTY of SUBRECIPIENT's self-insured status by completing the Self-Insurance Certification form provided by COUNTY.

2. **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
3. **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of 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 Agreement. COUNTY, at its option, may require a complete copy of the above policy. If self-insured, SUBRECIPIENT shall provide documentation to COUNTY of SUBRECIPIENT's self-insured status by completing the Self-Insurance Certification form provided by COUNTY.
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, commissioners, 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 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.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
7. **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
8. **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
9. **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.

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

*(Signature Page Follows)*

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

AGREED as of the Effective Date.

CLACKAMAS COUNTY, OREGON

OREGON DEPARTMENT OF FORESTRY  
NORTHWEST OREGON AREA

By: \_\_\_\_\_  
Jim Bernard, Chair

By: Andy White  
Andy White, Northwest Oregon Area Director

By: \_\_\_\_\_  
Recording Secretary

Dated: April 6, 2020

Dated: \_\_\_\_\_

Approved to Form

By: \_\_\_\_\_  
County Counsel

Attachments:

- Exhibit A: Project Goals, Objectives and Outcomes
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Required Financial Reporting and Reimbursement Request
- Exhibit D: Final Financial Report

**EXHIBIT A: PROJECT GOALS, OBJECTIVES AND OUTCOMES**

<b>PROJECT NAME: Firewise</b>	<b>AGREEMENT #</b> DM-20-001
<b>SUB-RECIPIENT: Oregon Department of Forestry</b>	

**Project Goals and Objectives**

The Oregon Department of Forestry, Molalla division, will provide Firewise coordination and educational opportunities for homeowners in Clackamas County in support of Clackamas County Community Wildfire planning efforts and the development of Firewise communities in the wild land urban interface as identified in the Clackamas County Wildfire Protection Plan (CCWPP). The project continues the work outlined in the County Community Wildfire Protection Plan and companion efforts to develop Firewise communities in Clackamas County by adding fire mitigation assistance on State protected Bureau of Land Management lands and cooperative fuel reduction efforts with the United State Forest Service and local fire districts. The project will allow for the purchase of fire prevention education and mitigation materials and services to support ongoing efforts.

**Project Accomplishments/Expected Outcomes**

- Create two Firewise Communities in Clackamas County by the end of the program period.
- Conduct six community meetings to present the Firewise program to homeowners
- Accomplish community outreach on 300 forested home sites annually for defensible space and fuel reductions consistent with CWPP actions plans
- Firewise and CWPP themes will be presented at the Clackamas County Fair, Molalla Buckaroo Rodeo, and at various local community gatherings held each summer in Clackamas County

**Monitoring and Reporting Plan to Measure Outcomes**

Measurement of outcomes will be determined by ODF success in:

- Creating at least two active FireWise communities in Clackamas County.
- Conducting 300 forested home site outreaches during project period
- Conducting four presentations at community events during project period
- Holding six community meetings put on by district staff

A full-time ODF staff person will be assigned to monitor the effectiveness of ODF efforts and will provide a comprehensive project-end report within 90 days of the end of this agreement to evaluate accomplishments and objectives.





## Exhibit C QUARTERLY REQUEST FOR REIMBURSEMENT

**Note: This form derives from the approved budget in your grant Agreement.  
 All expenditures must have adequate supporting documentation.**

<b>Subrecipient</b> <u>Oregon Department of Forestry</u> <b>Address:</b> <u>14995 OR-211</u> <u>Molalla, OR 97038</u> <b>Contact Person:</b> <u>Unit Forester</u> <b>Phone Number:</b> <u>503-829-2216</u> <b>E-mail:</b> _____	<b>Grant Number:</b> <u>DM-20-001</u> <b>Report Period:</b> _____ <b>Contract #:</b> <u>None</u> <b>Federal Award #:</b> _____ <b>CFDA(s):</b> <u>None</u>
--	--

Budget Category	Budget	Current Draw Request	Previously Requested	Balance
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
<b>Total Grant Funds Requested</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Clackamas County and the Federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.

**CERTIFICATION**

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award.*

**Prepared by:** \_\_\_\_\_  
**Authorized Signer:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Department Review**

**Project Officer Name:** \_\_\_\_\_

**Department:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT D**

<b>Project Name: Firewise</b>	<b>Agreement #:</b> DM-20-001
<b>Federal Award #: none</b>	<b>Date of Submission:</b> XX/XX/XX
<b>Subrecipient: Oregon Department of Forestry</b>	
<b>Has Subrecipient submitted all requests for reimbursement?</b> Y/N	
<b>Has Subrecipient met all programmatic closeout requirements?</b> Y/N	

**Final Financial Report**

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

Total Funds authorized on this agreement:	\$174,115.42
Year-to-Date Funds requested for reimbursement on this agreement:	
Total Funds received on this agreement:	
Total match reported on this agreement (if required):	N/A
Balance of unexpended Funds (Line 1 minus Line 2):	

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award.*

Subrecipient’s Certifying Official (printed): \_\_\_\_\_

Subrecipient’s Certifying Official (signature): \_\_\_\_\_

Subrecipient’s Certifying Official’s title: \_\_\_\_\_

Subrecipient’s Certifying Official’s telephone: \_\_\_\_\_



April 30, 2020

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of Amendment #1 of the MOU between Business and Community Services (County Parks) and Hoodland Women’s Club to extend time to transfer properties to a Local Park District upon its formation

<b>Purpose/Outcomes</b>	Amend the Memorandum of Understanding (MOU) between Clackamas County Business and Community Services (BCS) (County Parks) and the Hoodland Women’s Club to allow additional time for the formation of a Park District and subsequent transfer of property from Clackamas County to the newly formed Park District.
<b>Dollar Amount and Fiscal Impact</b>	Upon successful formation of a Park District by the Hoodland Women’s Club, BCS (County Parks) would transfer certain real properties to the Park District.
<b>Funding Source</b>	County owned property assets
<b>Duration</b>	February 8, 2019 through May 31, 2021
<b>Previous Board Action</b>	The Board of County Commissioners (BCC) approved the original MOU on February 1, 2018, Agenda Item E.1.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1) This MOU supports the BCS (County Parks) goal of providing outdoor recreation, camping, and land stewardship services to residents and visitors so they can experience clean, safe and healthy recreation and natural resource opportunities in rural Clackamas County by providing the Hoodland area community with park lands for utilization by a newly formed Park District.</li> <li>2) This MOU supports County strategic priority to Honor, Utilize, Promote and Invest in our Natural Resources by providing county assets to a newly formed Park District so community members can benefit from the land and engage in outdoor recreation, contributing to the Policy Perspective of supporting a healthy and active lifestyle.</li> </ol>
<b>County Counsel Review</b>	County Counsel Review Date: April 13, 2020 Counsel Initials: ARN
<b>Procurement Review</b>	Was the item processed through procurement? N/A
<b>Contact Person</b>	Rick Gruen, BCS – County Parks Manager (503) 742-4345
<b>Contract No.</b>	N/A

**BACKGROUND:**

On February 1, 2018, the Board of County Commissioners approved Business & Community Services (BCS) to enter into an MOU with the Hoodland Women’s Club through the November 2020 election. The MOU provided the recognition of time for Hoodland Women’s Club (HWC) and the desire of Clackamas County, as approved by the Board of County Commissioners and County Parks Advisory Board, to transfer certain real properties to a local Park District upon its successful formation so that the community can self-determine and support the ongoing uses of the transferred real property assets. If district formation is not successful, BCS County Parks would move forward with the sale of these surplus assets as presented to the BCC in 2018.

Since that time, the HWC and community have been working diligently to navigate the complex processes for district formation. On Feb. 22, 2020, Commissioners Humberston, Schrader and Bernard, along with BCS County Parks Manager, Rick Gruen, attended a Town Hall meeting to discuss District formation,

progress made and the next steps needed to get on the November 2020 ballot. The Commissioners expressed their continued support to the community for the formation of a Parks District.

With the COVID-19 pandemic now fully upon us, the HWC believes that the remaining steps necessary for getting on the November ballot may not be achievable and are requesting an extension of the MOU with the goal of getting on the May 2021 ballot.

**RECOMMENDATION:**

Staff respectfully recommends the BCC approve the MOU extension through May 31, 2021.

**ATTACHEMENT:**

Amendment #1 to memorandum of understanding between Clackamas County Business and Community Services (County Parks) and the Hoodland Women's Club

Respectfully submitted,

A handwritten signature in cursive script that reads "Laura Zentner".

Laura Zentner, CPA  
Director, Business & Community Services

**AMENDMENT #1 TO MEMORANDUM OF UNDERSTANDING  
BETWEEN CLACKAMAS COUNTY BUSINESS AND  
COMMUNITY SERVICES (COUNTY PARKS) AND  
AND THE HOODLAND WOMEN’S CLUB**

THIS AMENDMENT (“Amendment”) is entered into by and between Clackamas County on behalf of its Department of Business and Community Services (County Parks) (“BCS”), a political subdivision of the State of Oregon, and the Hoodland Women’s Club (“HWC”) and shall become a part of that Memorandum of Understanding entered between the parties on February 8, 2018 (the “MOU”).

**RECITALS**

WHEREAS, Clackamas County currently owns certain real properties known as Hoodland Park, 25400 East Salmon River Road in Welches Oregon. Specifically, the properties are known as the Dorman Center – Map 37E04AA03600 (2.71 acres) and 37E04AA03300 (1.24 acres), the Water Tower – Map 37E04 00903 (5.14 acres), and the Hunchback Strip – Map 37E04 00904 (10.62 acres);

WHEREAS, it is the intent and desire of Clackamas County, as acknowledged by the Board of County Commissioners and County Parks Advisory Board, to transfer the above referenced real property, consistent with applicable law, upon the successful formation of a Park District;

WHEREAS, the parties desire to extend the effective date of the MOU through May 31, 2021;

WHEREAS, the parties desire to further defer designation of the properties as surplus with the intention of selling for a period through May 31, 2021 to give time for the HWC and Community to form and approve a Park District.

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 to amend the Agreement as follows:

1. **General Provisions.** Section B.1 is hereby amended to provide a new deferral date, as set for below:

BCS will agree to defer designation of the properties as surplus with the intention of selling for a period through **May 31, 2021** to give time for the HWC to form and approve a Park District consistent with applicable law. Any further deferral is contingent upon written approval by the Clackamas County Board of Commissioners.

2. **General Provisions.** Section B.1 is hereby amended to add the following additional subsection:

5. Debt Limitation. This MOU is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

Except as expressly amended above, all other terms and conditions of the MOU shall remain in full force and effect. By signature below, the parties agree to this Amendment, effective upon the date of the last signature below.

**IN WITNESS HEREOF**, the Parties have executed this Amendment by the date set forth opposite their names below.

**Clackamas County**

\_\_\_\_\_  
Chair, Board of County Commissioners

\_\_\_\_\_  
Date

**Hoodland Women's Club**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Date



Dave Cummings  
Chief Information Officer

## Technology Services

121 Library Court Oregon City, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

### **Approval of Purchase Order for Arista Networks Hardware from SHI International Corp.**

<b>Purpose/ Outcomes</b>	Purchase of Arista Networks infrastructure needed for supporting critical datacenter core and distribution networking infrastructure to conduct county business and meet security compliance requirements.
<b>Dollar Amount and Fiscal Impact</b>	Contract total value of \$829,150.98, all encumbered on the current Fiscal Year
<b>Funding Source</b>	Planned Capital expense from the TS 747-0227 fund.
<b>Duration</b>	Purchase of Hardware with three (3) years of warranty and customer support
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. Build a Strong Infrastructure 2. Build public trust through good government
<b>Counsel Review</b>	County Counsel previously reviewed and approved the use of this Cooperative Contract on 12/19/2019
<b>Contact Person</b>	Chris Fricke 503-723-4941

#### **BACKGROUND:**

Technology Services (TS) is requesting to purchase Arista Networks branded network hardware, software, and support for the county's core and distribution-networking infrastructure replacing all legacy multi-vendor based solutions currently in use. This infrastructure provides connectivity to all systems within the County datacenters and interconnects between County buildings. This infrastructure is critical to County operation considering all users, systems, and applications are reliant on dependable and performant networking services. The current core and distribution networking infrastructure has been in place for approximately 10 years and is at the end of its service life, at risk for failure, and does not have the features required to meet current and future performance, high availability, or security compliance requirements.

TS performed extensive research and testing over a two-year period to determine the best technology solution to meet County needs. A detailed report is available upon request.

#### **PROCUREMENT PROCESS:**

On April 7, 2020, a Notice of Intent to Purchase from a permissive cooperative procurement was advertised in accordance with ORS 279B and LCRB Rule C-046-0440. The County did not

receive any comments during the seven (7) day protest period. This purchase will be executed as a simple Purchase Order to SHI International Corp. off the Omnia Partners IT Solutions Cooperative Contract #2018011-02. Procurement and Counsel have previously reviewed and approved use of this cooperative contract.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the attached quoted infrastructure components from Arista and, to complete the transaction, authorize the Procurement Office to execute any other needed instruments and purchase orders in order to complete the initial three year purchase from SHI Inc.

Respectfully submitted,

Dave Cummings, Director

Placed on the Agenda of \_\_\_\_\_ by Procurement and Contract Services





Pricing Proposal  
 Quotation #: 18401568  
 Created On: 2/3/2020  
 Valid Until: 5/7/2020

## County of Clackamas

## Inside Account Manager

### Chris Fricke

OR  
 United States  
 Phone: (503) 655-8322  
 Fax:  
 Email: CFricke@clackamas.us

### Rob Rubin

290 Davidson Ave  
 Somerset, NJ 08873  
 Phone: 1-800-527-6389 ext. 5377272  
 Fax: 5377272  
 Email: Rob\_Rubin@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Arista 7050X3, 32x100GbE QSFP+ & 2xSFP+ switch, rear-to-front air, 2xAC, 2xC13-C14 cords Arista Networks - Part#: DCS-7050CX3-32S-R Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 <b>Note:</b> (QTY 4) Spines	1	\$52,382.12	\$52,382.12
2 Arista 7050X3 32x100GbE MACSEC Arista Networks - Part#: DCS-7050CX3M-32S-R Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 <b>Note:</b> (QTY 4) MACSec Leafs	1	\$66,353.01	\$66,353.01
3 Arista 7050X3, 48x25GbE SFP & 12x100GbE QSFP switch, front-to-rear air, 2xAC, 2xC13-C14 cords Arista Networks - Part#: DCS-7050SX3-48YC12-F Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 <b>Note:</b> (QTY 14) non-MACSec Leafs and non-MACsec distribution layer switches	1	\$183,337.42	\$183,337.42
4 Arista 7280RA, 48x10GbE (SFP+) & 6x100GbE QSFP switch router, AlgoMatch and MACsec, expn mem, SSD, rear to front air, 2x AC Arista Networks - Part#: DCS-7280SRAM-48C6-R Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 <b>Note:</b> (QTY 4) Distribution layer replacement switches - MACSEC	1	\$110,003.33	\$110,003.33
5 FLX-Lite License for Arista Fixed switches Group 2 - Full Routing Up to 256K Routes, EVPN, VXLAN, SR, base MPLS LSR (no TE or link/node protection) Arista Networks - Part#: LIC-FIX-2-FLX-L Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 <b>Note:</b> (QTY 4) Enhanced feature license for spines	1	\$18,328.07	\$18,328.07
6 FLX-Lite License for Arista Fixed switches Group 2 - Full Routing Up to 256K Routes, EVPN, VXLAN, SR, base MPLS LSR (no TE or link/node protection) Arista Networks - Part#: LIC-FIX-2-FLX-L Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$18,328.07	\$18,328.07

**Note:** (QTY 4) Enhanced feature license for MACSec leafs

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7	FLX-Lite License for Arista Fixed switches Group 2 - Full Routing Up to 256K Routes, EVPN, VXLAN, SR, base MPLS LSR (no TE or link/node protection) Arista Networks - Part#: LIC-FIX-2-FLX-L Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 <b>Note:</b> (QTY 4) Enhanced feature license for the 7050SX3-48YC12 switches	1	\$18,328.07	\$18,328.07
8	FLX-Lite License for Arista Fixed switches Group 2 - Full Routing Up to 256K Routes, EVPN, VXLAN, SR, base MPLS LSR (no TE or link/node protection) Arista Networks - Part#: LIC-FIX-2-FLX-L Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 <b>Note:</b> (QTY 14) Enhanced feature license for 7280SRAM-48C6	1	\$64,148.23	\$64,148.23
9	MACSEC Encryption License for Arista Fixed switches, 1-6 MACSEC capable ports Arista Networks - Part#: LIC-FIX-2-MACSEC Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 <b>Note:</b> (QTY 4) MACSec license (this part number may be incorrect for the 7050CX3M-32S)	1	\$17,454.89	\$17,454.89
10	MACSEC Encryption License for Arista Fixed switches, 1-6 MACSEC capable ports Arista Networks - Part#: LIC-FIX-2-MACSEC Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 <b>Note:</b> (QTY 4) MACSec license	1	\$17,454.89	\$17,454.89
11	CloudVision SW Subscription License for 1-Month for 1 Switch Arista Networks - Part#: SS-CV-Switch-1M Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 <b>Note:</b> (QTY 26) 3 years CloudVision software subscription for each switch	1	\$120,551.35	\$120,551.35
12	1 Month A-Care Software & NBD Hardware Replacement/Same Day Ship for 7050CX3-32S Arista Networks - Part#: SVC-7050CX3-32S-1M-NB Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 <b>Note:</b> (QTY 4) 3 years support for 7050CX3-32S spines	1	\$17,363.83	\$17,363.83
13	1 Month A-Care Software & NBD Hardware Replacement/Same Day Ship for 7050CX3M-32S Arista Networks - Part#: SVC-7050CX3M-32S-1M-NB Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 <b>Note:</b> (QTY 4) 3 years support for 7050CX3M-32S MACSec leafs	1	\$20,402.49	\$20,402.49
14	1 Month A-Care Software & NBD Hardware Replacement/Same Day Ship for 7050SX3-48YC12 Arista Networks - Part#: SVC-7050SX3-48YC12-1M-NB Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 <b>Note:</b> (QTY 14) 3 years support for 7050SX3-48YC12 leafs and distribution layer replacement switches	1	\$60,773.39	\$60,773.39
15	1 Month A-Care Software & NBD Hardware Replacement/Same Day Ship for 7280SRAM-48C6 Arista Networks - Part#: SVC-7280SRAM-48C6-1M-NB Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$22,138.88	\$22,138.88

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**Note:** (QTY 4) 3 years support for 7280SRAM-48C6 MACSec switches

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16	Tariff Fee	1	\$21,802.94	\$21,802.94
	Arista Networks - Part#:			
	Contract Name: Omnia Partners - IT Solutions			
	Contract #: 2018011-02			
	<b>Note:</b> TARIFF FEE BASED ON U.S. GOVERNMENT TARIFFS			
			Total	\$829,150.98

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**Additional Comments**

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Quotes may be updated to reflect changes due to industry wide constraints and fluctuations

Purchase orders and inquiries can be sent to the team at TeamOregon@shi.com.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*



Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #1 with Elting Northwest, Inc. for the  
Sunsprite Sinkhole Repair- Emergency Work

<b>Purpose/Outcomes</b>	Execution of the contract between Water Environment Services and Elting Northwest, Inc. for the Sunsprite Sinkhole Repair- Emergency Work
<b>Dollar Amount and Fiscal Impact</b>	Amendment #1 adds an additional \$200,000 to the existing \$75,000, for a total contract amount not to exceed \$275,000.00.
<b>Funding Source</b>	WES Surface Water Funds 641-01-30210-437100
<b>Duration</b>	Contract through July 1, 2020
<b>Previous Board Action</b>	None. County Administrator approved the Emergency Procurement Declaration.
<b>Strategic Plan Alignment?</b>	This project aligns with the County's strategic priority to Build a Strong Infrastructure - Ensure long-term investments in infrastructure that will support the diverse needs of Clackamas County residents, including: a thriving economy, living wage jobs, housing and transportation alternatives, and a healthy environment.
<b>Counsel Review</b>	April 21, 2020
<b>Contact Person</b>	Ron Wierenga, Environmental Services Manager, 503-742-4581 Leah Johanson, WES Senior Civil Engineer, 503-742-4620

**BACKGROUND:**

On January 29, 2020, a 250-foot-long stormwater detention chamber in the Red Rose Valley subdivision in Happy Valley collapsed and caused a sinkhole in a resident's backyard. WES staff initially responded by stabilizing the sinkhole and bypassing stormwater runoff around the failed infrastructure. The County Administrator declared an emergency in response to the event. WES has been working with an engineering consultant team to evaluate and monitor the collapse, assess the integrity of the entire detention pipe, and evaluate options for repair.

There is continued settlement of material into the collapsed detention pipe, and the surrounding soil will continue to settle and fill the void created by the collapsed section. The pipe is at risk of additional sections collapsing and affecting additional properties. From the data collection and monitoring completed to date, it appears the pipe likely collapsed due to improper fill, compaction, and poor installation when initially installed in the late 1990's. Assuming the same construction methods were used for the rest of the detention system, it is uncertain whether remainder of the pipe structurally sound, or also at risk of failure.

An option of slip-lining the chamber with another smaller pipe for detention or conveyance to the existing outfall was evaluated, however, given the proximity of the pipe to the existing home and the extensive excavation required for installation it was determined too high risk. The decision was made to abandon the system and remove it from service by backfilling the pipe in-place with concrete.

This amendment modifies the scope of work for Phase 1 to reflect the revised plan to stabilize the site and abandon the detention system, and authorizes the scope and budget for Phase 2 to backfill the chamber with cellular concrete, and to repair affected properties.

WES will continue to work with engineering contractors on a potential phase 3 to evaluate alternate storm system conveyance and potentially recover detention volume in the storm system for the subdivision.

**PROCUREMENT PROCESS:**

On January 30, 2020, a communication describing the Sunsprite emergency was distributed to the County Administrator, WES management, and the Chief Procurement Officer. On February 7, 2020, an Emergency Procurement Declaration was authorized. WES staff performed initial work to temporarily stabilize the site and divert stormwater runoff away from the failing system, while the extent of the damage and potential path forward was determined in coordination with engineers brought in to assist with the evaluation. With additional settlement of material into the collapsed pipe continuing to present a risk of further collapse and potential damage to homes, in addition to the uncertainty of the impact of the Covid-19 pandemic on the availability of construction services needed to remedy the situation, the District brought in Elting Northwest, Inc. to stabilize the emergency work area in accordance with LCRB C-047-0280.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve and execute the Amendment between Water Environment Services and Elting Northwest, Inc. for the Sunsprite Sinkhole Repair Emergency Work.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

Placed on the BCC Agenda \_\_\_\_\_ by Procurement.

**AMENDMENT #1  
TO THE CONTRACT DOCUMENTS WITH ELTING NORTHWEST, INC. FOR THE  
SUNSPRITE EMERGENCY WORK  
Contract #2740**

This Amendment #1 is entered into between Elting Northwest, Inc. (“Contractor”) and Water Environment Services (“WES”) and shall become part of the Contract documents entered into between both parties on April 7, 2020 (“Contract”).

The Purpose of this Amendment #1 is to make the following changes to the Contract:

1. **Section 3, Scope of Work** is hereby amended as follows:  
Phase 1 was used to stabilize 40 feet of collapsed pipe culvert and it has been determined that Phase 2 of the construction services are needed to remove the existing collapsed culvert and fill the area with cellular concrete. The revised Scope of Work including both Phase 1 scope of work along with the Phase 2 scope of work is attached as **Exhibit A** and hereby incorporated by reference, which document shall supersede the original scope of work. Phase 2 is hereby activated with this amendment.
  
2. **Section 2, Contract Price** is hereby amended as follows:  
The contract price is increased by **\$200,000.00** to reflect the additional work performed and the total Contract compensation shall not exceed \$275,000.00.

ORIGINAL CONTRACT	\$ 75,000.00
<u>AMENDMENT #1</u>	<u>\$ 200,000.00</u>
<b>TOTAL AMENDED CONTRACT</b>	<b>\$ 275,000.00</b>

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 #1, effective upon the date of the last signature below.

**Elting Northwest, Inc.**

**Water Environment Services**

\_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Chair    Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Recording Secretary

163553 Exp 3/7/2021  
Oregon CCB

Approved as to Form:

\_\_\_\_\_  
County Counsel                              Date

**EXHIBIT A**