



**BOARD OF COUNTY COMMISSIONERS**

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

# AGENDA

**Thursday, March 19, 2015 - 6:00 PM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2015-20

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

**I. HOUSING AUTHORITY PUBLIC HEARING**

1. Public Hearing on the Fiscal Year 2016 Annual Five Year Plan (Chuck Robbins)

**II. HOUSING AUTHORITY CONSENT AGENDA**

2. 1. In the Matter of Writing off Uncollectible Accounts for the Third Quarter of Fiscal Year 2015
3. 2. Approval to Apply for a Grant through Housing & Urban Development (HUD), for Safety Improvement Grant Funds

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

4. 1. Property Tax Revenue/Budget Update for Fiscal Year 2015-2016 (Bob Vroman, County Assessor)

**IV. 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.)*

**V. DISCUSSION ITEMS** *(The following items will be individually presented by County staff or other appropriate individuals. Citizens wishing to comment on a discussion item must fill out a blue card provided on the table outside of the hearing room prior to the beginning of the meeting.)*

**~NO DISCUSSION ITEMS SCHEDULED**

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

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

- 5
1. Approval of a Revenue Intergovernmental Agreement with Multnomah County to create a workgroup to identify needs and information specific to County's School Based Health Centers (SBHC) in coordination with the SBHC Alternative Payment Innovation Project (APIP) – *Health Centers*
  - 6 2. Board Order No. \_\_\_\_\_ Approval of Mental Health Director's Designee to Authorize a Custody Hold Under ORS 426.233 – *Behavioral Health*

**B. Department of Transportation & Development**

- 7
1. Approval of an Intergovernmental Agreement for TGM Grant Agreement No. 30522 with Oregon Department of Transportation to Develop a Monroe Neighborhood Street Design Plan

**D. Elected Officials**

- 8
1. Approval of Previous Business Meeting Minutes – *BCC*

**E. Public & Government Affairs**

- 9
1. Board Order No. \_\_\_\_\_ Approving an Extension of the Cable Television Franchise with Comcast of Oregon II, Inc., Comcast of Tualatin Valley, Inc., and Comcast of Illinois/Ohio/Oregon, LLC – *Cable Communications*

**VI. DEVELOPMENT AGENCY**

- 10
1. Approval of a Contract with Oregon Underground Inc. for the 70<sup>th</sup> Ave. Improvement Project - *Purchasing*

**VII. COUNTY ADMINISTRATOR UPDATE**

**VIII. COMMISSIONERS COMMUNICATION**

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

[www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)

March 19, 2015

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

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

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

**BACKGROUND:**

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

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

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

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

- The Five-Year Plan was developed in consultation with the Resident Advisory Board (RAB).
- The RAB is made up of residents from Public Housing and Section 8 programs. The RAB met on January 13th, 2015 to review the Plan.
- HACC published a public notice opening the Five-Year Plan for public review and comments from January 23rd, 2015 through March 10th, 2015.
- The Plan was available at the HACC Administrative Office, HACC Property Management Offices, Clackamas County Oak Grove Library, and was posted on HACC's website.

The Public Hearing will consist of three parts:

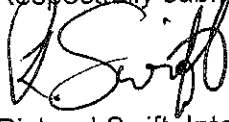
- 1) A review of the past performance of the Housing Authority of Clackamas County;
- 2) A review of the Proposed 2015-2020 HACC 5-Year Plan; and
- 3) An open discussion period during which citizens may testify on the plan or HACC's programs and actions.

**RECOMMENDATION:**

Staff recommends that the HACC Board take the following actions:

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

Respectfully submitted,



Richard Swift, Interim Director

Attachments:

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

# **Housing Authority of Clackamas County (HACC)**

**FY 2016 Annual Plan**



**HACC Executive Director  
Chuck Robbins**

Housing Authority of Clackamas County (HACC)

FY2016 Annual Plan

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## PUBLIC HEARING NOTICE

The Housing Authority of Clackamas County Board of Commissioners will hold a Public Hearing at the Public Services Building, located at 2051 Kaen Road, #409, Oregon City, OR 97045 on Thursday March 19<sup>th</sup>, 2015 at 6pm. The Public Hearing is scheduled to cover the Housing Authority of Clackamas County's (HACC) Draft Fiscal Year 2016 Annual & Five Year Plan.

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

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

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

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

The Draft Plan is available for review from January 23<sup>rd</sup>, 2015 through March 10<sup>th</sup>, 2015. Copies can be obtained online at <http://www.clackamas.us/housingauthority/> and hard copies are kept for public review at HACC's administrative office located at 13930 South Gain Street, Oregon City, OR, HACC's Property Management Offices at 13900 South Gain Street, Oregon City, OR HACC's Hillside Manor Office at 2889 S.E. Hillside Court, Milwaukie, OR. HACC's Property Management offices are open Monday through Friday, 8:30 AM to 5 PM and the Administrative Building is open Monday through Thursday, 8 AM to 6 PM. The Plan can also be viewed at the Clackamas County Library, 16201 SE McLoughlin, Oak Grove, OR.

Written comments should be directed to Elizabeth Miller, Housing Authority of Clackamas County, P.O. Box 1510, Oregon City, OR 97045, or by email at [emiller@clackamas.us](mailto:emiller@clackamas.us). Comments must be received by March 10<sup>th</sup>, 2015.



# Housing Authority of Clackamas County (HACC)



## FY 2016 Annual Plan

Effective Dates upon HUD Approval:

July 1<sup>st</sup>, 2015-June 30<sup>th</sup> 2016



**PHA 5-Year and Annual Plan**

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

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

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

5.2

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

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

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

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

- PHA Goal: Provide an improved living environment. Objectives:
  - Implement measures to de-concentrate poverty by bringing higher income public housing households into lower income developments: when reviews of projects and census tracts show that a concentration of poverty exists.
  - Continue to encourage income mixing in public housing by assuring access for lower income families into higher income developments.
  - Develop stronger working relationships with service providers who assist our residents who are elderly and/or disabled.
  - Continue to review and Implement public housing security improvements.
  - Designate developments or buildings for particular resident groups (elderly, persons with disabilities) as needed.
  - Other: (list below) Provide or attract social services for youth to succeed in school.

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

- PHA Goal: Promote self-sufficiency and asset development of assisted households. Objectives:
  - Increase the number and percentage of employed persons in assisted families.
  - Provide or attract supportive services to improve assistance recipients' employability.
  - Provide or attract supportive services to increase independence for the elderly or families with disabilities.
  - Develop a strategy and protocol for cross training of staff members to ensure both public housing and Section 8 staff availability to provide the highest level of service to the clients we serve and the general public.

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

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

|     |   |
|-----|---|
| 6.0 | <p><b>PHA Plan Update</b></p> <p>(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:</p> <p><b>Agency-Wide Updates</b></p> <ol style="list-style-type: none"> <li>1) The Housing Advisory Board is evaluating the development of additional affordable housing in Clackamas County.</li> <li>2) HACC may submit a Move to Work (MTW) application in FY2015.</li> <li>3) HACC may submit a Request for Proposal to encourage additional affordable housing that could include Shelter + Care, VASH Vouchers, or Project-Based Vouchers.</li> </ol> <p><b>Housing Choice Voucher Updates</b></p> <ol style="list-style-type: none"> <li>1) HACC received renewed funding for 1.5 FTE FSS staffing.</li> <li>2) HACC was awarded 15 additional VASH vouchers.</li> <li>3) HACC may open the Housing Choice Voucher waiting list.</li> <li>4) HACC plans to update the lease agreement.</li> <li>5) See Attachment A for policy changes to its Administrative Plan.</li> </ol> <p><b>Public Housing/Asset Management Updates</b></p> <ol style="list-style-type: none"> <li>1) HACC may open several Public Housing waiting lists.</li> <li>2) HACC plans to update the lease agreement.</li> <li>3) See Attachment B for policy changes to its Admissions and Continued Occupancy Policy (ACOP).</li> </ol> <p>(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.</p> <ol style="list-style-type: none"> <li>1) Housing Authority Administrative Office, 13930 S Gain Street, Oregon City, OR</li> <li>2) Housing Authority Clackamas Heights Property Management Office, 13900 S Gain Street, Oregon City, OR</li> <li>3) Housing Authority Hillside Property Management Office, 2889 Hillside Court, Milwaukie, OR</li> <li>4) Housing Authority Website: <a href="http://www.clackamas.us/hacc">http://www.clackamas.us/hacc</a> under Plans and Reports</li> <li>5) Clackamas County Public Library located at 16201 S.E. McLoughlin, Oak Grove, OR</li> </ol> |
| 7.0 | <p><b>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.</b> <i>Include statements related to these programs as applicable.</i></p> <p><b>Development Updates</b></p> <ul style="list-style-type: none"> <li>• HACC completed renovation of the Easton Ridge Apartments in July 2014. The project converted to permanent financing in December 2014. The complex will operate as a Low Income Housing Tax Credit (LIHTC) property for the next 15 years.</li> <li>• HCD (Housing Authority of Clackamas County &amp; Community Development) issued a RFP for housing development in FY2014. HCD awarded 21 Project Based Vouchers, \$1,300,000 in disposition funds and \$1,500,000 in Community Development Home Funds on December 18, 2014, to Town Center Greens (owned by Central City Concern) for the development of 60 Supportive Housing units.</li> <li>• HACC anticipates continuing its efforts to identify <b>Mixed Finance Modernization or Development</b> opportunities which could include the Rental Assistance Demonstration (RAD) program, and a combination of public housing and Project Based Section 8/Low Income Housing Tax Credit (LIHTC) units.</li> <li>• HACC will increase rent at Easton Ridge by \$50/month.</li> <li>• HACC will evaluate and may proceed with a Physical Needs Assessment (PNA) of its Public Housing units.</li> <li>• HACC will explore opportunities of expending remaining disposition funds for the development of additional affordable housing.</li> <li>• HACC will submit an inventory removal application to HUD's Special Applications Center (SAC) in FY2015 for approval to sell a small corner of land at Oregon City View Manor for neighboring development.</li> </ul>   |
| 8.0 | <p><b>Capital Improvements.</b> Please complete Parts 8.1 through 8.3, as applicable.</p> <p>N/A per 24 CFR Parts 903, 905, 941, <i>et al.</i></p>  |
| 8.1 | <p><b>Capital Fund Program Annual Statement/Performance and Evaluation Report.</b> As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i>, form HUD-50075.1, for each current and open CFP grant and CFFP financing.</p> <p>See Attachment E: 12 pages</p>  |
| 8.2 | <p><b>Capital Fund Program Five-Year Action Plan.</b> As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i>, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.</p> <p>See Attachment F: 5 pages</p>   |
| 8.3 | <p><b>Capital Fund Financing Program (CFFP).</b></p> <p><input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.</p> <p>N/A</p>   |

|      |   |
|------|---|
| 9.0  | <p><b>Housing Needs.</b> Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.</p> <p>See Attachment C: Housing Needs Table and Priority Housing Needs Table</p>   |
| 9.1  | <p><b>Strategy for Addressing Housing Needs.</b> Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</p> <p>See Attachment D: Strategy for Addressing Housing Needs</p>   |
| 10.0 | <p><b>Additional Information.</b> Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.</p> <ul style="list-style-type: none"> <li>• HACC will participate in the Clackamas County Homeless Council. In this capacity, HACC will apply and receive Continuum of Care funds for the Shelter plus Care program and the Jannsen Transitional Housing Program.</li> <li>• HACC will continue to work on homelessness in Clackamas County by participation in the Coordinated Housing Access program.</li> <li>• HACC achieved High Performer rating on its Section Eight Management Assessment Program (SEMAP).</li> <li>• HACC achieved High Performer rating in Public Housing.</li> <li>• HACC will use Easton Ridge property to further provide affordable housing. Easton Ridge currently accepts Section 8 Vouchers, Shelter + Care and VASH participants.</li> <li>• HACC will apply for and receive grant funding for 1.5 FTE for housing choice voucher family self-sufficiency coordinators.</li> <li>• HACC utilized 90-93% of its HCV Housing Assistance grant due to sequestration funding cuts. HACC plans to get to 95-100% lease-up.</li> <li>• HACC will maintain high occupancy rates in Public Housing at 98% or more in an effort to serve those on the waitlist as quickly as possible.</li> <li>• HACC establish a landlord newsletter and Semi-Annual Landlord Trainings.</li> <li>• HACC established higher payment standards for Lake Oswego and West Linn areas.</li> <li>• VASH Vouchers are at 100% lease up.</li> <li>• HACC is actively engaged in a multi-regional multi-state Workforce Grant to support PHA residents gain the life and employment skills necessary to attain self-sufficiency. HACC enrolled 67 participants and was only required to enroll 50.</li> <li>• HACC is actively engaged in a Mobility grant project involving four regional Housing Authorities and PSU to develop a toolkit for residents to use when they move. The toolkit is aimed at transportation education when deciding on a location to move to.</li> <li>• HCD (Housing Authority of Clackamas County &amp; Community Development) issued a RFP for housing development in FY2014. HCD awarded 21 Project Based Vouchers, \$1,300,000 in disposition funds and \$1,500,000 in Community Development Home Funds on December 18, 2014, to Town Center Greens (owned by Central City Concern) for the development of 60 Supportive Housing units.</li> </ul> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"</p> <p>Discretionary changes (changes which are not mandated by regulation) in the plans or policies of the HACC which fundamentally change the mission, goals, objectives, or plans of the agency and which require formal approval of the Board of Housing Authority Commissioners. Discretionary changes include Capital Fund items that have a total expense in excess of \$250,000 in any single grant year.</p> |
| 11.0 | <p><b>Required Submission for HUD Field Office Review.</b> In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</p> <p>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</p> <p>(g) Challenged Elements</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</p>   |

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the PHA of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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

## Instructions form HUD-50075

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

### 1.0 PHA Information

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

### 2.0 Inventory

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

### 3.0 Submission Type

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

### 4.0 PHA Consortia

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

### 5.0 Five-Year Plan

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

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

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

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

- Identify specifically which plan elements have been revised since the PHA's prior plan submission.
- Identify where the 5-Year and Annual Plan may be obtained by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

#### PHA Plan Elements. (24 CFR 903.7)

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

- Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.
- Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.
- Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA.
- Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.
- Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall include the following information: 1) development name and number; 2) designation type; 3) application status; 4) date the designation was approved, submitted, or planned for submission, and; 5) the number of units affected.
- Community Service and Self-Sufficiency.** A description of: (1) Any programs relating to services and amenities provided or offered to assisted families; (2) Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; (3) How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. (Note: applies to only public housing).
- Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.

9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.

10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.

11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.

12. **Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.

13. **Violence Against Women Act (VAWA).** A description of: 1) Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; 2) Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and 3) Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

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

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

(b) **Demolition and/or Disposition.** With respect to public housing projects owned by the PHA and subject to ACCs under the Act: (1) A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: [http://www.hud.gov/offices/pih/centers/sac/demo\\_dispo/index.cfm](http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm)

**Note:** This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed.

(c) **Conversion of Public Housing.** With respect to public housing owned by a PHA: 1) A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or

that the public housing agency plans to voluntarily convert; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at:

<http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>

(d) **Homeownership.** A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.

(e) **Project-based Vouchers.** If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

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

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

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

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

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

#### 8.2 Capital Fund Program Five-Year Action Plan

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

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

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

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

- 9.0 Housing Needs.** Provide a statement of the housing needs of families residing in the jurisdiction served by the PHA and the means by which the PHA intends, to the maximum extent practicable, to address those needs. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).
- 9.1 Strategy for Addressing Housing Needs.** Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).
- 10.0 Additional Information.** Describe the following, as well as any additional information requested by HUD:
- (a) **Progress in Meeting Mission and Goals.** PHAs must include (i) a statement of the PHAs progress in meeting the mission and goals described in the 5-Year Plan; (ii) the basic criteria the PHA will use for determining a significant amendment from its 5-year Plan; and a significant amendment or modification to its 5-Year Plan and Annual Plan. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).
  - (b) **Significant Amendment and Substantial Deviation/Modification.** PHA must provide the definition of "significant amendment" and "substantial deviation/modification". (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.)

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

- 11.0 Required Submission for HUD Field Office Review.** In order to be a complete package, PHAs must submit items (a) through (g), with signature by mail or electronically with scanned signatures. Items (h) and (i) shall be submitted electronically as an attachment to the PHA Plan.
- (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*
  - (b) Form HUD-50070, *Certification for a Drug-Free Workplace (PHAs receiving CFP grants only)*
  - (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions (PHAs receiving CFP grants only)*
  - (d) Form SF-LLL, *Disclosure of Lobbying Activities (PHAs receiving CFP grants only)*
  - (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet (PHAs receiving CFP grants only)*
  - (f) Resident Advisory Board (RAB) comments.
  - (g) Challenged Elements. Include any element(s) of the PHA Plan that is challenged.
  - (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report (Must be attached electronically for PHAs receiving CFP grants only). See instructions in 8.1.*
  - (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan (Must be attached electronically for PHAs receiving CFP grants only). See instructions in 8.2.*

**ATTACHMENT A**

**Summary of Housing Choice Voucher Administrative Plan Policy Changes: FY2016**

|   | <b>New Policy Summary</b>  | <b>New Policy Language</b>   | <b>Chapter</b>                         |
|---|--|--|--|
| 1 | <p align="center"><b>TEMPORARY ADDENDUM DOCUMENT</b></p> <p align="center">Renewal of Policy from 2013</p>   | <p><i>On January 22, 2013, HUD issued Notice PIH 2013-03, allowing the PHA to adopted:</i></p> <ol style="list-style-type: none"> <li><i>1. Allow households to self-certify assets of \$5,000 or less.</i></li> <li><i>2. Allow optional streamlined annual reexaminations for elderly families and disabled families on fixed incomes.</i></li> <li><i>3. Allow PHAs to establish a payment standard of not more than 120 percent of the fair market rent (FMR) without HUD approval as a reasonable accommodation.</i></li> </ol>   | <p align="center"><b>Addendum</b></p>  |
| 2 | <p>Families will be denied admission into the HCV Program if they are found owing another PHA money or having been terminated by another PHA for program violations.</p> | <p><i>Any family member appears in HUD's Enterprise Income Verification (EIV) database system with debts owed to another PHA or has been terminated for program violations. Client's in EIV are placed in the database for 10 years or until debts are paid. Proof of payment from the PHA is needed for all debts owed to overturn a denial.</i></p> <p><i>Any family member appears in HAPPY owing any PHA money.</i></p>  | <p align="center"><b>Chapter 3</b></p> |
| 3 | <p>Families who lived in Clackamas County at time of application get served before other families who applied while living outside of the Clackamas County</p>           | <p><i>The waiting list will be ordered by date and time of receipt of application, separated into three sections. The first section will be those families eligible for a preference as described below as 1-12 and will be maintained by time and date received. The second section will be those families whose initial application address is within Clackamas County. Families within this second section will carry the same weight except that preference will be given to elderly, disabled, or displaced single person families over other single person families. The third Section will be for all other families.</i></p> | <p align="center"><b>Chapter 4</b></p> |
| 4 | <p>Orientations will be available On-Line</p>  | <p><i>Briefings also referred to as Orientations will be conducted in group meetings or may be done through an on-line training.</i></p>   | <p align="center"><b>Chapter 5</b></p> |
| 5 | <p>Briefing Materials available On-Line as well as in class.</p>   | <p><i>To eliminate waste and copying costs, all the required briefing packet items will be made available and discussed during group briefings and on-line. It is the client's choice which items they will choose to take home or get on-line. However a packet containing the following basic materials will be given directly to each client to take home: Voucher, Request for Tenancy Approval, Tenant Rent and Subsidy Worksheet, Utility Allowance Chart, Determination of Housing Assistance Payments, and Payment Standard chart.</i></p>   | <p align="center"><b>Chapter 5</b></p> |
| 6 | <p>Voucher search time increased from 60-90 days with one 30 day</p>   | <p><i>The initial voucher term will be 90 calendar days for all programs except VASH initial voucher term will be 120 calendar days.</i></p>   | <p align="center"><b>Chapter 5</b></p> |



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

**ATTACHMENT B**  
**Summary of Public Housing Policy Changes: FY2016**

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

## Attachment C Housing Needs Table

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

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

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

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

\*\*\* Disability Status Reflects American Community Survey 2009 Data

**Attachment C  
Priority Housing Needs Table**

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

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

## **Attachment D**

### **Strategy for Addressing Housing Needs**

#### **Introduction**

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

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

#### **LOCAL EFFORTS**

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

Six (6) general fair housing goals were identified:

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

#### **REGIONAL EFFORTS**

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

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

**Statewide Goals of the Fair Housing Council of Oregon:**

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

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

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

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

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

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

| Strategy  | Primary Partners (Lead in <b>BOLD</b> ) | Accomplishments  |
|---|---|--|
| <b>Commit to countywide and regional support to continue and enhance enforcement of fair housing laws</b> | <b>SSD</b><br>HACC<br>CD                | SSD has annual contracts with the Fair Housing Council of Oregon FHCO (\$10,770) and Legal Aid Services of Oregon (LASO) (\$81,250) to provide enforcement of fair housing laws. FHCO assisted 209 people with housing information. 31 (15%) were Latino and 12 (6%) were African American. CD is meeting regularly with regional partners to discuss audit testing options. |

|   |                            |   |
|---|----------------------------|---|
| <p><b>Improve access to fair housing information</b></p>  | <p>SSD<br/>CD<br/>HACC</p> | <p>HCD has met with regional partners and the Fair Housing Council of Oregon to coordinate Fair Housing activities, develop a centralized resource and to develop fair housing materials in multiple languages and formats.</p>   |
| <p><b>Expand opportunities for tenants using Housing Choice Vouchers</b></p>  | <p>HACC</p>                | <p>The Housing Authority of Clackamas County has landlord outreach materials posted on the HACC website:<br/><a href="http://www.clackamas.us/housingauthority/">http://www.clackamas.us/housingauthority/</a></p> <p>2014 Landlord Training Events:<br/>April 7<sup>th</sup>, 2014- Oregon Landlord Tenant Law<br/>May 30<sup>th</sup>, 2014- HB 2639 New Section 8 Law</p> <p>Outreach for all of these events were done by the following:</p> <ul style="list-style-type: none"> <li>• Direct email invitations to our landlord email list</li> <li>• Announcements on the Metro Multi Family Calendar of events</li> <li>• Fair Housing Council of Oregon Announcements</li> <li>• Promoted on HACC Website</li> <li>• Word of mouth through property management companies, etc</li> </ul> <p><b>Landlord Newsletters</b> were distributed to all landlords in Summer 2013, Fall -Winter 2013/14 and Spring 2014. The newsletters are posted at the HACC website.</p> |
| <p><b>Ensure that the Housing Authority of Clackamas County includes wait list and housing recipients data for the annual Fair Housing report</b></p> | <p>HACC</p>                | <p>The April 2014 HACC waitlist for housing vouchers has 1,750 households. 287 (16%) are elderly and 633 (36%) have disabilities. 185 (10%) are Black, 94(5%) are Hispanic, 41(2%) are Native American and 45 (3%) are Asian or Pacific Islanders. 1,572 (90%) are in extremely low income households.</p>  |

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

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



ATTACHMENT E

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

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

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

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

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual statement

<sup>2</sup> To be completed for the Performance and Evaluation Report

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

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual statement

<sup>2</sup> To be completed for the Performance and Evaluation Report

ATTACHMENT E

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

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual statement

<sup>2</sup> To be completed for the Performance and Evaluation Report

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

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

**Part I: Summary**

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

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

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

ATTACHMENT E

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

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

**Part II: Supporting Pages**

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

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

2 To be completed for the Performance and Evaluation Report



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

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

2 To be completed for the Performance and Evaluation Report

**Part II: Supporting Pages**

**ATTACHMENT E**

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

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

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

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

Capital Fund Program - Five Year Action Plan

ATTACHMENT F

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

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

ATTACHMENT F

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

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

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

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

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



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

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

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs; address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
  - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
  - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
  - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
  - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
  - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
  - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
  - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
  - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

PHA Name \_\_\_\_\_

PHA Number/HA Code \_\_\_\_\_

\_\_\_\_\_ 5-Year PHA Plan for Fiscal Years 20\_\_\_\_ - 20\_\_\_\_

\_\_\_\_\_ Annual PHA Plan for Fiscal Years 20\_\_\_\_ - 20\_\_\_\_

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

|                             |       |
|-----------------------------|-------|
| Name of Authorized Official | Title |
| Signature                   | Date  |

# Certification for a Drug-Free Workplace

U.S. Department of Housing  
and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

|                             |       |
|-----------------------------|-------|
| Name of Authorized Official | Title |
| Signature                   | Date  |

X

# DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB  
0348-0046

(See reverse for public burden disclosure.)

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

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

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

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

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

# Certification of Payments to Influence Federal Transactions

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

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.  
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

# Civil Rights Certification

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

## Civil Rights Certification

### Annual Certification and Board Resolution

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

\_\_\_\_\_  
PHA Name

\_\_\_\_\_  
PHA Number/HA Code

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

Name of Authorized Official

Title

Signature

Date

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

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

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

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

---

Signed / Dated by Appropriate State or Local Official



March 19, 2015

Housing Authority Board of Commissioners  
 Clackamas County

Members of the Board:

In the Matter of Writing off Uncollectible Accounts for the  
Third Quarter of Fiscal Year 2015

|  |   |
|--|---|
| <b>Purpose/Outcomes</b>                | Approval to write off uncollectible rents, late charges and maintenance expenses for the third quarter of fiscal year 2015. |
| <b>Dollar Amount and Fiscal Impact</b> | \$9,294.69 in total collection losses.  |
| <b>Funding Source</b>                  | N/A   |
| <b>Safety Impact</b>                   | N/A   |
| <b>Duration</b>                        | (January 1, 2015 – March 31, 2015)  |
| <b>Previous Board Action</b>           | First and second quarter collection losses were approved by the Housing Authority Board of Commissioners.                   |
| <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 the approval to write off uncollectible rents, late charges and maintenance expenses for the third quarter of fiscal year 2015 (January 1, 2015 – March 31, 2015). The uncollectible amounts are detailed on the attached worksheets.

Uncollectible amounts for the third quarter of fiscal year 2015 will be \$9,294.69 for Low Rent Public Housing. Of the total third quarter write offs, \$593.57 was for uncollected rents and \$8,701.12 was for maintenance repairs charged to tenants for repairs required to units before HACC could lease them to a new tenant.

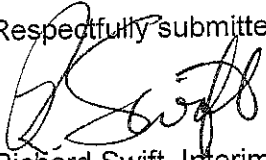
As a business practice, the HACC writes off debts after 90 days of collection efforts. Former residents in Public Housing that have debts that are written off continue to be tracked and are reported to a Federal Government database that prohibits their participation in any other Public Housing program nationally until such debt is paid.

The total amount proposed for transfer from Accounts Receivable to Collection Loss for the third quarter of fiscal year 2015 will be \$9,294.69. Total collection losses for fiscal year 2014 were \$67,685.59.

**RECOMMENDATION:**

HACC recommends the approval to write off uncollectible rents, late charges and maintenance expenses and for the Executive Director to be authorized to approve the transfer of these accounts from Accounts Receivable to Collection Loss.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written over the typed name below.

Richard Swift, Interim Director



March 19, 2015

Board of County Commissioner  
 Clackamas County

Members of the Board:

Approval to apply for a Grant through Housing & Urban Development (HUD),  
for Safety Improvement Grant Funds

|  |  |
|--|--|
| <b>Purpose/Outcomes</b>                | Permission to apply for grant funds to improve safety and security at Hillside Manor |
| <b>Dollar Amount and Fiscal Impact</b> | Up to \$250,000  |
| <b>Funding Source</b>                  | Federal Grant Funds - No County General Funds are involved.                          |
| <b>Safety Impact</b>                   | Improve Safety through security improvements at Hillside Manor                       |
| <b>Duration</b>                        | May 1, 2015 - June 30, 2016  |
| <b>Previous Board Action</b>           | None   |
| <b>Contact Person</b>                  | Chuck Robbins, Executive Director, 503-650-5666                                      |
| <b>Contract No.</b>                    | None   |

**BACKGROUND:**

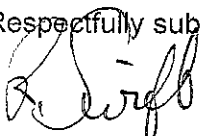
The Housing Authority of the Health, Housing and Human Services requests the approval to apply for a grant from HUD for Safety Improvements. Hillside Manor (the "Manor") is a 100-unit nine story public housing apartment complex located at 2889 SE Hillside Court in Milwaukie and is owned by the Housing Authority of Clackamas County (HACC). Over the last year, management and residents of the Manor have seen a steady increase in unauthorized visitors to the Manor. Several of these unauthorized visitors are committing acts of vandalism and often disturb the peaceful enjoyment of the environment for the residents.

Currently, the Department of Housing and Urban Development (HUD) has a grant funding opportunity available to housing authorities that would assist in the purchase of capital items that would improve building security and safety. As a result, HACC is proposing to upgrade the Manor's surveillance and door entry systems that would be eligible uses of this HUD grant. HACC staff is prepared to submit a grant application for these systems by the March 20, 2015 deadline.

**RECOMMENDATION:**

Staff recommends the approval to apply for this grant and acceptance of the award if funded. Staff further recommends authorizing Richard Swift, Interim H3S Director to sign all grant documents on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Interim Director

March 19, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of a Revenue Intergovernmental Agreement with Multnomah County to create a workgroup to identify needs and information specific to County's School Based Health Centers (SBHC) in coordination with the SBHC Alternative Payment Innovation Project (APIP)

|  |  |
|--|--|
| <b>Purpose/Outcomes</b>                | Provide consultation and create a work group to identify needs specific to Multnomah County's school based health centers. |
| <b>Dollar Amount and Fiscal Impact</b> | Contract maximum value is \$15,000.  |
| <b>Funding Source</b>                  | This is a Revenue Agreement. No County General Funds are involved.   |
| <b>Safety Impact</b>                   | None   |
| <b>Duration</b>                        | Effective October 1, 2014 and terminates on June 30, 2015  |
| <b>Previous Board Action</b>           | No previous action   |
| <b>Contact Person</b>                  | Deborah Cockrell, Health Center Director – 503-742-5495  |
| <b>Contract No.</b>                    | 7022   |

**BACKGROUND:**

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services requests the approval of a Revenue Intergovernmental Agreement with Multnomah County to provide consultation and create a work group to identify needs specific to Multnomah County's school based health centers.

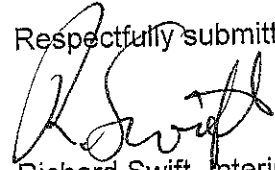
Multnomah County is providing funds for CCHCD to participate in their Alternative Payment Innovation Project. CCHCD will consult and create a work group to identify needs and information specific to their SCHC regarding Informatics capabilities, identifying patients, billing and finance systems, and services provided.

The maximum contract value is \$15,000. The Agreement is effective October 1, 2014 and terminates June 30, 2015. This Agreement is retro-active due to language negotiations and late receipt from Multnomah County.

**Recommendation**

We recommend approval of this agreement and that Richard Swift be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted

A handwritten signature in black ink, appearing to read "R. Swift", written in a cursive style.

Richard Swift, Interim Director

## INTERGOVERNMENTAL AGREEMENT

Contract # 7072

Contract Number 4400001489

This is an Agreement between **Clackamas County** hereafter called **Contractor** and **Multnomah County** hereafter called County.

### PURPOSE:

The purpose of this agreement is to provide funds to Clackamas County to support their participation with the SBHC Alternative Payment Innovation Project (APIP).

The parties agree as follows:

1. The term of this agreement shall be from 10/01/2014 to 06/30/15.
2. **RESPONSIBILITIES OF Clackamas County** Clackamas County agrees to.
  - Create a workgroup comprised of staff that are familiar with the services and financial systems of the School Based Health Center Program.
  - Convene workgroup monthly to identify needs and information specific to County's school based health centers in coordination with the SBHC Alternative Payment Innovation Project workgroup, including but not limited to:
    - Informatics capabilities
    - Identifying Health Share patients vs. Family Care patients
    - Billing and finance systems
    - Services provided
  - Send County representative to participate in the larger SBHC APIP workgroup.
  - Complete APIP activity sheet and send meeting agendas and minutes to APIP project coordinator.
3. **RESPONSIBILITIES OF COUNTY.** The County agrees to
  - Provide technical assistance via consultants hired for the larger APIP workgroup.
4. **COMPENSATION TERMS.** The maximum payment under this Agreement, including expenses shall not exceed \$ 15,000.00 COUNTY shall compensate CONTRACTOR within thirty (30) days of providing the COUNTY with an invoice of services rendered. The invoice shall include the date and cost of the services.

A. The invoice shall include the date and cost of the expense, and must:

- 1) Be "Billed to Multnomah County"
- 2) Include invoice number and invoice date
- 3) Include vendor name and address
- 4) Reference Multnomah County Agreement number 4400001489
- 5) Describe the goods or services delivered

B. Payment terms are net 30 days after receipt of an accurate and acceptable invoice. Notwithstanding any of the foregoing, payment is subject to the COUNTY's determination that services claimed have been completed and delivered satisfactorily in accordance with the terms of the Agreement. In the event that part or all of an invoice is disputed, CONTRACTOR will be requested to resubmit an acceptable invoice.

C. Invoices shall be submitted to:

Multnomah County Health Department  
Courtney Kappes  
3505 SE 182nd Ave  
Gresham, OR 97030  
[Courtney.kappes@multco.us](mailto:Courtney.kappes@multco.us)  
503-988-9254

D. COUNTY certifies that sufficient funds are available and authorized to finance costs of this Agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, either COUNTY or CONTRACTOR may terminate the Agreement or the parties by mutual agreement may reduce Agreement funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from funding source. Reduction or termination will not affect payment for accountable expenses prior to the effective date of such action.

E. All final billings affecting Agreement payment must be received within thirty (30) days after the end of the Agreement period. Final billings not received within this specified time period will be the sole responsibility of CONTRACTOR.

**5. TERMINATION** This agreement may be terminated by either party upon 30 day's written notice.

**6. INDEMNIFICATION** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless Contractor from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Contractor shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of Contractor, its officers, employees and agents in the performance of this agreement.

**7. INSURANCE** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

**8. ADHERENCE TO LAW** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

**9. NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.



**10. ACCESS TO RECORDS** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

**11. SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

**12. THIS IS THE ENTIRE AGREEMENT** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

**13. ADDITIONAL TERMS AND CONDITIONS:**  
N/A

**MULTNOMAH COUNTY, OREGON:**

**CONTRACTOR:**

County Chair or Designee: Deborah Kaufmanyles  
Date: 3/3/15

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Dept Director or Designee: \_\_\_\_\_  
Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

JENNY M. MADKOUR  
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

Approved as to form  
by: \_\_\_\_\_

By  
Assistant County Attorney Bernadette Nunley /WES  
Date: 02/17/2015

Date: \_\_\_\_\_



COPY

Richard Swift  
Interim Director

March 19, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Mental Health Director's  
Designee to Authorize a Custody Hold Under ORS 426.233

|  |   |
|--|---|
| <b>Purpose/Outcomes</b>                | The Clackamas County Behavioral Health Division (CCBH) of the Health, Housing and Human Services Department requests the Board approve the Designation of Susan Fredd-Allison, LCSW, Navaz Behramkamdin, LPC, Su Yim, CSWA, , Teal Bohrer, MA, Mitch Elovitz, LPC, Stephanie Speidel, MA , Valentina Muggia, CSWA, Corizon, Jen Shelton, MA, Cascadia by the CCBH Director as additional designee authorized under ORS 426.233. |
| <b>Dollar Amount and Fiscal Impact</b> | N/A   |
| <b>Funding Source</b>                  | N/A   |
| <b>Safety Impact</b>                   | None  |
| <b>Duration</b>                        | Effective March 19th, 2015 through duration of employment   |
| <b>Previous Board Action</b>           | N/A   |
| <b>Contact Person</b>                  | Martha Spiers, Mental Health Program Mgr. – Behavioral Health Division – 503-742-5833   |
| <b>Contract No.</b>                    | N/A   |

**BACKGROUND:**

The Behavioral Health Division (CCBH) of the Health, Housing and Human Services Department requests the Board approve the Designation of additional designees authorized under ORS 426.233 (copy attached), the mental health designee will be authorized to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division.

**RECOMMENDATION:**

Staff recommends the Board approve the Board Order of Susan Fredd-Allison, LCSW, Navaz Behramkamdin, LPC, Su Yim, CSWA, , Teal Bohrer, MA, Mitch Elovitz, LPC, Stephanie Speidel, MA , Valentina Muggia, CSWA, Corizon, Jen Shelton, MA, Cascadia, as additional qualified mental health professionals authorized to direct a peace officer to take a person into custody under ORS 426.233.

Respectfully submitted,

Rich Swift, Interim Director

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of the Designation of  
Susan Fredd-Allison, LCSW, Navaz  
Behramkamdin, LPC, Su Yim, CSWA, ,  
Teal Bohrer, MA, Mitch Elovitz, LPC,  
Stephanie Speidel, MA , Valentina Muggia,  
CSWA, Corizon, Jen Shelton, MA,  
Cascadia as Mental Health Director  
Designees to Direct Peace Officer Custody  
Holds



ORDER NO.

This matter coming on at this time to be heard, and it appearing to this Board that Rich Swift, Interim Director of Health, Housing & Human Services Department, has recommended to this Board the approval of Susan Fredd-Allison, LCSW, Navaz Behramkamdin, LPC, Su Yim, CSWA , Teal Bohrer, MA, Mitch Elovitz, LPC, Stephanie Speidel, MA , Valentina Muggia, CSWA, with Corizon, Jen Shelton, MA, with Cascadia, as additional designees of the Behavioral Health Division Director, authorized under ORS 426.233 to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division, and

This Board finds that it would be in the best interest of Clackamas County to approve said designations,

IT IS THEREFORE HEREBY ORDERED that Clackamas County approve the designation of Susan Fredd-Allison, LCSW, Navaz Behramkamdin, LPC, Su Yim, CSWA, , Teal Bohrer, MA, Mitch Elovitz, LPC, Stephanie Speidel, MA , Valentina Muggia, CSWA, Corizon, Jen Shelton, MA, Cascadia, as qualified mental health professionals authorized to direct a peace officer to take a person into custody under ORS 426.233.

ADOPTED this 19<sup>th</sup> day of March, 2015.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

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

**426.233 Authority of community mental health program director and of other persons; costs of transportation.** (1)(a) A community mental health program director operating under ORS 430.610 to 430.695 or a designee thereof, under authorization of a county governing body, may take one of the actions listed in paragraph (b) of this subsection when the community mental health program director or designee has probable cause to believe a person:

(A) Is dangerous to self or to any other person and is in need of immediate care, custody or treatment for mental illness; or

(B)(i) Is a mentally ill person placed on conditional release under ORS 426.125, outpatient commitment under ORS 426.127 or trial visit under ORS 426.273; and

(ii) Is dangerous to self or to any other person or is unable to provide for basic personal needs and is not receiving the care that is necessary for health and safety and is in need of immediate care, custody or treatment for mental illness.

(b) The community mental health program director or designee under the circumstances set out in paragraph (a) of this subsection may:

(A) Notify a peace officer to take the person into custody and direct the officer to remove the person to a hospital or nonhospital facility approved by the Oregon Health Authority;

(B) Authorize involuntary admission of, or, if already admitted, cause to be involuntarily retained in a nonhospital facility approved by the authority, a person approved for care or treatment at a nonhospital facility by a physician under ORS 426.232;

(C) Notify a person authorized under subsection (3) of this section to take the person into custody and direct the authorized person to remove the person in custody to a hospital or nonhospital facility approved by the authority;

(D) Direct a person authorized under subsection (3) of this section to transport a person in custody from a hospital or a nonhospital facility approved by the authority to another hospital or nonhospital facility approved by the authority as provided under ORS 426.235; or

(E) Direct a person authorized under subsection (3) of this section to transport a person in custody from a facility approved by the authority to another facility approved by the authority as provided under ORS 426.060.

(2) A designee under subsection (1) of this section must be recommended by the community mental health program director, meet the standards established by rule of the authority and be approved by the county governing body before assuming the authority permitted under subsection (1) of this section.

(3) The county governing body may, upon recommendation by the community mental health program director, authorize any person to provide custody and secure transportation services for a person in custody under ORS 426.228. In authorizing a person under this subsection, the county governing body shall grant the person the authority to do the following:

(a) Accept custody from a peace officer of a person in custody under ORS 426.228;

(b) Take custody of a person upon notification by the community mental health program director under the provisions of this section;

(c) Remove a person in custody to an approved hospital or nonhospital facility as directed by the community mental health program director;

(d) Transfer a person in custody to another person authorized under this subsection or a peace officer;

(e) Transfer a person in custody from a hospital or nonhospital facility to another hospital facility or nonhospital facility when directed to do so by the community mental health program director; and

(f) Retain a person in custody at the approved hospital or nonhospital facility until a physician makes a determination under ORS 426.232.

(4) A person authorized under subsection (3) of this section must be recommended by the community mental health program director, meet the standards established by rule of the authority and be approved by the governing body before assuming the authority granted under this section.

(5) The costs of transporting a person as authorized under ORS 426.060, 426.228 or 426.235 by a person authorized under subsection (3) of this section shall be the responsibility of the county whose peace officer or community mental health program director directs the authorized person to take custody of a person and to transport the person to a facility approved by the authority, but the county shall not be responsible for costs that exceed the amount provided by the state for that transportation. A person authorized to act under subsection (3) of this section shall charge the cost of emergency medical transportation to, and collect that cost from, the person, third party payers or otherwise legally responsible persons or agencies in the same manner that costs for the transportation of other persons are charged and collected. [1993 c.484 §5; 1997 c.531 §5; 2009 c.595 §405]



**COPY** 7

**BARBARA M. CARTMILL**  
DIRECTOR

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

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

March 19, 2015

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement for TGM Grant Agreement No. 30522  
with Oregon Department of Transportation to Develop a  
Monroe Neighborhood Street Design Plan**

|  |  |
|--|--|
| <b>Purpose/Outcomes</b>                | Intergovernmental Agreement with ODOT for the Monroe Neighborhood Street Design Plan   |
| <b>Dollar Amount and Fiscal Impact</b> | Total Project Cost Estimate: \$136,750<br>Road Fund Match: \$16,410 (staff time)   |
| <b>Funding Source</b>                  | Transportation and Growth Management Program (TGM)<br>County Road Fund   |
| <b>Safety Impact</b>                   | Project will develop a neighborhood street design plan to improve safety for all modes of travel, including pedestrians and cyclists. A Safe Routes to School plan will be completed for Whitcomb Elementary School as a part of this project. |
| <b>Duration</b>                        | Project shall begin when all required signatures are obtained and terminates on June 30, 2016  |
| <b>Previous Board Action</b>           | At the June 11, 2014 BCC Policy Session the BCC approved the grant application and sent a letter of support dated June 12, 2014.   |
| <b>Contact Person</b>                  | Karen Buehrig, Transportation Planning Supervisor 503-742-4683   |

**BACKGROUND:**

The Oregon Transportation and Growth Management Program (TGM) provides local governments with funding for planning projects and Transportation System Plan (TSP) updates. At the June 11, 2014 study session meeting the Board of County Commissioners expressed support for the TGM grant application and a letter of support from the BCC was submitted with the application. In August 2014, DTD was notified that the grant application had been awarded and has since been working with ODOT to develop the statement of work and the Intergovernmental Agreement.

The primary purpose of the Clackamas County Monroe Neighborhood Street Design Plan (Project) is to develop a conceptual plan for the street design treatments for the selected route considering bicycle, pedestrian and vehicular movement. In addition, the Project will identify the primary active transportation route from the intersection of SE Linwood Avenue and SE Monroe Street in order to extend the City of Milwaukie Monroe Street Greenway to the I-205 multi-use path and Clackamas Regional Center area. The Project also includes developing a Safe Routes to School Plan for Whitcomb Elementary School, which is located within the Project area.

The total project cost is estimated at \$136,750. County Road Fund will provide the match in the form of staff time on the project, estimated at \$16,410.

This agreement has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends approval of the attached Intergovernmental Agreement for TGM Grant Agreement No. 30522 for the Monroe Neighborhood Street Design Plan.

Respectfully submitted,



Mike Bezner, PE

Transportation Engineering Manager

For information on this issue or copies of attachments  
please contact Karen Buehrig at 503-742-4683

**INTERGOVERNMENTAL AGREEMENT**  
Clackamas County, Monroe Neighborhood Street Design Plan

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation ("ODOT" or "Agency"), and Clackamas County ("County" or "Grantee").

**RECITALS**

1. The Transportation and Growth Management ("TGM") Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.
2. The TGM Program includes a program of grants for local governments for planning projects. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.
3. This TGM Grant (as defined below) is financed with federal Moving Ahead for Progress in the 21<sup>st</sup> Century ("MAP-21") funds. Local funds are used as match for MAP-21 funds.
4. By authority granted in ORS 190.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.
5. County has been awarded a TGM Grant which is conditional upon the execution of this Agreement.
6. The parties desire to enter into this Agreement for their mutual benefit.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**SECTION 1. DEFINITIONS**

Unless the context requires otherwise, the following terms, when used in this Agreement, shall have the meanings assigned to them below:

- A. "County's Amount" means the portion of the Grant Amount payable by ODOT to County for performing the tasks indicated in Exhibit A as being the responsibility of County.
- B. "County's Matching Amount" means the amount of matching funds which County is required to expend to fund the Project.
- C. "County's Project Manager" means the individual designated by County as its project manager for the Project.
- D. "Consultant" means the personal services contractor(s) (if any) hired by ODOT to do the tasks indicated in Exhibit A as being the responsibility of such contractor(s).
- E. "Consultant's Amount" means the portion of the Grant Amount payable by ODOT to the Consultant for the deliverables described in Exhibit A for which the Consultant is responsible.
- F. "Direct Project Costs" means those costs which are directly associated with the Project. These may include the salaries and benefits of personnel assigned to the Project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not Direct Project Costs. Any jurisdiction or metropolitan planning organization that has federally approved indirect cost plans may treat such indirect costs as Direct Project Costs.
- G. "Federally Eligible Costs" means those costs which are Direct Project Costs of the type listed in Exhibit D incurred by County and Consultant during the term of this Agreement.
- H. "Grant Amount" or "Grant" means the total amount of financial assistance disbursed under this Agreement, which consists of the County's Amount and the Consultant's Amount.
- I. "ODOT's Contract Administrator" means the individual designated by ODOT to be its contract administrator for this Agreement.
- J. "PSK" means the personal services contract(s) executed between ODOT and the Consultant related to the portion of the Project that is the responsibility of the Consultant.
- K. "Project" means the project described in Exhibit A.
- L. "Termination Date" has the meaning set forth in Section 2.A below.



M. "Total Project Costs" means the total amount of money required to complete the Project.

N. "Work Product" has the meaning set forth in Section 5.I below.

## SECTION 2. TERMS OF AGREEMENT

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on June 30, 2016 ("Termination Date").

B. Grant Amount. The Grant Amount shall not exceed \$120,340.

C. County's Amount. The County's Amount shall not exceed \$29,090.

D. Consultant's Amount. The Consultant's Amount shall not exceed \$91,250.

E. County's Matching Amount. The County's Matching Amount is \$16,410 or 12% of the Total Project Costs.

## SECTION 3. DISBURSEMENTS

A. Subject to submission by County of such documentation of costs and progress on the Project (including deliverables) as are satisfactory to ODOT, the County may be reimbursed by ODOT for, or may use as part of the County's Matching Amount, as the case may be, only Direct Project Costs that are Federally Eligible Costs that incurs after the execution of this Agreement up to the County's Amount. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.

B. County shall present reimbursement requests, cost reports, progress reports, and deliverables to ODOT's Contract Administrator no less than every other month. County shall submit reimbursement requests, cost reports for 100% of County's Federally Eligible Costs, and shall be reimbursed at 63.93% up to the County's Amount.

C. ODOT shall make interim payments to County for deliverables identified as being County's responsibility in the approved statement of work set out in Exhibit A within 45 days of satisfactory completion (as determined by ODOT's Contract Administrator) of such deliverables.

D. ODOT reserves the right to withhold payment equal to ten percent (10%) of each disbursement until 45 days after ODOT's Contract Administrator's approval of the

completion report described Section 5.K(2), at which time the balance due to County under this Agreement shall be payable.

E. Within 45 days after the latter of the Termination Date of this Agreement or County's compliance with Section 5.K. below, ODOT shall pay to County the balance due under this Agreement.

F. ODOT shall limit reimbursement of travel expenses in accordance with current State of Oregon Accounting Manual, General Travel Rules, effective on the date the expenses are incurred.

#### **SECTION 4. COUNTY'S REPRESENTATIONS, WARRANTIES, AND CERTIFICATION**

A. County represents and warrants to ODOT as follows:

1. It is a municipality duly organized and existing under the laws of the State of Oregon.

2. It has full legal right and authority to execute and deliver this Agreement and to observe and perform its duties, obligations, covenants and agreements hereunder and to undertake and complete the Project.

3. All official action required to be taken to authorize this Agreement has been taken, adopted and authorized in accordance with applicable state law and the organizational documents of County.

4. This Agreement has been executed and delivered by an authorized officer(s) of County and constitutes the legal, valid and binding obligation of County enforceable against it in accordance with its terms.

5. The authorization, execution and delivery of this Agreement by County, the observation and performance of its duties, obligations, covenants and agreements hereunder, and the undertaking and completion of the Project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgment, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or violate or breach any provision of any agreement, instrument or indenture by which County or its property is bound.

6. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of County.

B. As federal funds are involved in this Grant, County, by execution of this Agreement, makes the certifications set forth in Exhibits B and C.

C. County understands and agrees that ODOT's obligation hereunder is contingent on ODOT having received funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

#### **SECTION 5. GENERAL COVENANTS OF COUNTY**

A. County shall be responsible for the portion of the Total Project Costs in excess of the Grant Amount. County shall complete the Project; provided, however, that County shall not be liable for the quality or completion of that part of the Project which Exhibit A describes as the responsibility of the Consultant.

B. County shall, in a good and workmanlike manner, perform the work on the Project, and provide the deliverables for which County is identified in Exhibit A as being responsible.

C. County shall perform such work identified in Exhibit A as County's responsibility as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform such work. County shall also be responsible for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

D. All employers, including County, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. County shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with these requirements.

E. County shall not enter into any subcontracts to accomplish any of the work described in Exhibit A, unless it first obtains written approval from ODOT.

F. County agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, County agrees to:

- (1) Meet with the ODOT's Contract Administrator; and
- (2) Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the Project.

G. County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code. Without limiting the generality of the foregoing, County expressly agrees to comply with: (1) Title VI of Civil Rights Act of 1964; (2) Title V of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

H. County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document County's performance. County acknowledges and agrees that ODOT, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of County that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts.

County shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings 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 Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

I. (1) All of County's work product related to the Project that results from this Agreement ("Work Product") is the exclusive property of ODOT. ODOT and County intend that such Work Product be deemed "work made for hire" of which ODOT shall be deemed the author. If, for any reason, such Work Product is not deemed "work made for hire", County hereby irrevocably assigns to ODOT all of its rights, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent,

trademark, trade secret, or any other state or federal intellectual property law or doctrine. County shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT. County 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.

(2) ODOT hereby grants to County a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public.

(3) County shall ensure that any work products produced pursuant to this Agreement include the following statement:

“This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Moving Ahead for Progress in the 21<sup>st</sup> Century (“MAP-21”), local government, and State of Oregon funds.

“The contents of this document do not necessarily reflect views or policies of the State of Oregon.”

(4) The Oregon Department of Land Conservation and Development and ODOT may each display appropriate products on its “home page”.

J. Unless otherwise specified in Exhibit A, County shall submit all final products produced in accordance with this Agreement to ODOT’s Contract Administrator in the following form:

(1) two hard copies; and

(2) in electronic form using generally available word processing or graphics programs for personal computers via e-mail or on compact diskettes.

K. Within 30 days after the Termination Date, County shall

(1) pay to ODOT County’s Matching Amount less Federally Eligible Costs previously reported as County’s Matching Amount. ODOT may use any funds paid to it under this Section 5.K (1) or any of the County’s Matching Amount that is applied to the Project pursuant to Section 3.A to substitute for an equal amount of federal MAP-21 funds used for the Project or use such funds as matching funds; and

- (2) provide to ODOT's Contract Administrator, in a format provided by ODOT, a completion report. This completion report shall contain:
  - (a) The permanent location of Project records (which may be subject to audit);
  - (b) A summary of the Total Project Costs, including a breakdown of those Project costs that are reimbursable hereunder and those costs which are being treated by County as County's Matching Amount;
  - (c) A list of final deliverables; and
  - (d) County's final disbursement request.

#### SECTION 6. CONSULTANT

If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to accomplish the work described in Exhibit A as being the responsibility of the Consultant. In such a case, even though ODOT, rather than County is the party to the PSK with the Consultant, ODOT and County agree that as between themselves:

- A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation and input of County;
- B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from County;
- C. County shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (A) and (B) above; and
- D. County will appoint a Project Manager to:
  - (1) be County's principal contact person for ODOT's Contract Administrator and the Consultant on all matters dealing with the Project;
  - (2) monitor the work of the Consultant and coordinate the work of the Consultant with ODOT's Contract Administrator and County personnel, as necessary;
  - (3) review any deliverables produced by the Consultant and communicate any concerns it may have to ODOT's Contract Administrator; and

- (4) review disbursement requests and advise ODOT's Contract Administrator regarding payments to Consultant.

#### **SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS**

- A. reserved
- B. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.
- C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement and will participate in the selection of the Consultant, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.
- D. If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to perform the work described in Exhibit A designated as being the responsibility of the Consultant, and in such a case ODOT agrees to pay the Consultant in accordance with the terms of the PSK up to the Consultant's Amount.

#### **SECTION 8. TERMINATION**

This Agreement may be terminated by mutual written consent of all parties. ODOT may terminate this Agreement effective upon delivery of written notice to County, or at such later date as may be established by ODOT under, but not limited to, any of the following conditions:

- A. County fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.
- B. Consultant fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.
- C. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited

or ODOT is prohibited from paying for such work from the planned funding source.

D. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

In the case of termination pursuant to A, B, C or D above, ODOT shall have any remedy at law or in equity, including but not limited to termination of any further disbursements hereunder. Any termination of this Agreement shall not prejudice any right or obligations accrued to the parties prior to termination.

## SECTION 9. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

B. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to ODOT or County at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

C. ODOT and County are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons (including but not limited to any Consultant) unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

D. Sections 5(H), 5(I), and 9 of this Agreement and any other provision which by its terms is intended to survive termination of this Agreement shall survive.

E. The parties agree as follows:



(a) Contribution.

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

With respect to a Third Party Claim for which ODOT is jointly liable with the Grantee (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with ODOT (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would

have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

(b) Choice of Law; Designation of Forum; Federal Forum.

(1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(3) Notwithstanding Section 9.E (b)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 9.E(b)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 9.E(b)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(c) Alternative Dispute Resolution.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

F. This Agreement and attached Exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and the PSK. No waiver or consent shall be effective unless in writing and

signed by the party against whom such waiver or consent is asserted. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

G. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives are duly authorized, have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**County**

*Clackamas County*

By: \_\_\_\_\_  
(Official's Signature)

\_\_\_\_\_  
(Printed Name and Title of Official)

Date: \_\_\_\_\_

**Contact Names:**

Scott Hoelscher  
Clackamas County  
150 Beaver Creek Rd.  
Oregon City, OR 97045  
Phone: 503-742-4524  
Fax: 503-742-4349  
E-Mail: scotthoe@clackamas.us

Gail Curtis, Contract Administrator  
Transportation and Growth Management Program  
123 NW Flanders  
Portland, OR 97209-4037  
Phone: 503-731-8206  
Fax: 503-731-3266  
E-Mail: Gail.E.Curtis@odot.state.or.us

**ODOT**

STATE OF OREGON, by and through  
its Department of Transportation

By: \_\_\_\_\_  
Jerri Bohard, Division Administrator  
Transportation Development Division

Date: \_\_\_\_\_

**Exhibit A  
TGM 1E-14  
Statement of Work  
Clackamas County Monroe Neighborhood Street Design Plan**

| <u>Agency Project Manager (APM)</u> |   | <u>Consultant Project Manager</u> |   |
|-------------------------------------|---|-----------------------------------|---|
| Name:                               | Gail Curtis   | Name:                             | Catherine Ciarlo  |
| Address:                            | ODOT Region 1<br>123 NW Flanders St<br>Portland, OR 97209-4037  | Address:                          | CH2M HILL, Inc.<br>2020 SW Fourth Avenue, Suite 300<br>Portland, OR 97201       |
| Phone:                              | 503-731-8206  | Phone:                            | 503-872-4845  |
| Fax:                                | 503-731-3266  | Cell:                             | 503-449-7087  |
| Email:                              | Gail.E.Curtis@odot.state.or.us                                  | Email:                            | Email: <a href="mailto:catherine.ciarlo@ch2m.com">catherine.ciarlo@ch2m.com</a> |
| <u>County Project Manager</u>       |   |                                   |   |
| Name:                               | Scott Hoelscher   |                                   |   |
| Address:                            | Clackamas County<br>150 Beavercreek Rd<br>Oregon City, OR 97045 |                                   |   |
| Phone:                              | 503-742-4511  |                                   |   |
| Fax:                                | 503-742-4559  |                                   |   |
| Email:                              | ScottHoe@co.clackamas.or.us                                     |                                   |   |

This statement of work describes the responsibilities of all entities involved in this cooperative project.

The work order contract (for the purposes of the quoted language below the "WOC") with the work order consultant ("Consultant") shall contain the following provisions in substantially the form set forth below:

**"PROJECT COOPERATION**

This statement of work describes the responsibilities of the entities involved in this cooperative Project. In this Work Order Contract (WOC), the Consultant shall only be responsible for those deliverables assigned to the Consultant. All work assigned to other entities are not Consultant's obligations under this WOC, but shall be obtained by Agency through separate intergovernmental agreements which contain a statement of work that is the same as or similar to this statement of work. The obligations of entities in this statement of work other than the Consultant are merely stated for informational purposes and are in no way binding, nor are the named entities parties to this WOC. Any tasks or deliverables assigned to a subcontractor shall be construed as being the responsibility of the Consultant.

Any Consultant tasks or deliverables which are contingent upon receiving information, resources, assistance, or cooperation in any way from another entity as described in this statement of work shall be subject to the following guidelines:

1. At the first sign of non-cooperation, the Consultant shall provide written notice (email acceptable) to APM of any deliverables that may be delayed due to lack of cooperation by other entities referenced in this statement of work.
2. APM shall contact the non-cooperative entity or entities to discuss the matter and attempt to correct the problem and expedite items determined to be delaying the Consultant.

If Consultant has followed the notification process described in item 1, and Agency finds that delinquency of any deliverable is a result of the failure of other referenced entities to provide information, resources, assistance, or cooperation, as described in this statement of work, the Consultant will not be found in breach of contract; nor shall Consultant be assessed or liable for any damages arising as a result of such delinquencies. Neither shall ODOT be responsible or liable for any damages to Consultant as the result of such non-cooperation by other entities. APM will negotiate with Consultant in the best interest of the State, and may amend the delivery schedule to allow for delinquencies beyond the control of the Consultant.”

#### **Definitions & Abbreviations**

Agency/ODOT – Oregon Department of Transportation

APM – Agency Project Manager

AT – Active Transportation

County – Clackamas County

County PM - County Project Manager

Outreach Plan - Community Outreach and Engagement Plan

PAC – Project Advisory Committee

PMT – Project Management Team

Project - Monroe Neighborhood Street Design Plan project

School Team - Whitcomb Elementary Safe Routes to School Team

TAC – Technical Advisory Committee

TSP –Transportation System Plan

#### **Project Purpose and Transportation Relationship and Benefit**

The primary purpose of Clackamas County Monroe Neighborhood Street Design Plan (“Project”) is to:

- a. identify the primary active transportation route from the intersection of SE Linwood Avenue and SE Monroe Street in order to extend the City of Milwaukie Monroe Street Greenway to the I-205 multi-use path and Clackamas Regional Center area;
- b. develop a conceptual plan for the street design treatments for the selected route considering user; bicycle, pedestrian and vehicular movement; construction and maintenance cost and
- c. develop a Safe Routes to School Plan for Whitcomb Elementary School located within the Project Area.

The streets to be evaluated for the primary active transportation route(s) include:

- Monroe Street between Linwood Avenue and Fuller;
- 72<sup>nd</sup> and Thompson Road between Monroe Street and Fuller Road;

- Fuller Road at Thompson to Boyer and Causey; and
- Fuller Road at Monroe to Boyer and Causey routes.

### **Project Area**

The Project Area is located in unincorporated Clackamas County (“County”). The northern boundary is King Road, the eastern boundary is the I-205 multi-use path, the southern boundary is Harmony Drive/Causey Avenue, and the western boundary is SE Linwood Avenue. Whitcomb Elementary School is located within the Project Area boundaries. The City of Milwaukie is adjacent to the western boundary.

### **Background**

The City of Milwaukie Monroe Street Greenway is a planned (and partially built) active transportation route that extends between the Willamette River and Trolley Trail on the west to SE Linwood Avenue on the east.

The Clackamas County Transportation System Plan (“TSP”) identifies SE Monroe Street as a key east-west bicycle route connection. Improvements to the SE Monroe Street route are intended to provide bicycle and pedestrian enhancements for the North Clackamas Revitalization Area, the urban renewal area just east of Milwaukie in the vicinity of Monroe Street. The 2014 TSP contains three Tier 1 projects for SE Monroe Street:

- a. SE Linwood Avenue to 72<sup>nd</sup> Avenue – Add bikeways
- b. 72<sup>nd</sup> Avenue to Fuller Road – Add bikeways and pedways
- c. Fuller Road to I-205 bike path –Add bikeways

Other intersection and street projects within the Project Area are soon to be constructed including:

- a. Boyer Street extension from Fuller Road to 82<sup>nd</sup> Avenue. This is a funded and programmed project to be complete by 2017.
- b. Improvements to 70<sup>th</sup> Street between Monroe Street and King Road are scheduled to be built the spring of 2015 and include a sidewalk.

The section of SE Monroe Street west of Linwood Avenue is designated in the Milwaukie TSP as a “Greenway”, an active transportation route and is currently being studied by the City of Milwaukie for improvements as part of the Monroe Street Neighborhood Greenway Conceptual Plan project. The SE Linwood Avenue and SE Monroe Street intersection is under the County’s jurisdiction; however, the City of Milwaukie project will include recommendations for safety and traffic improvements for the intersection.

### **Project Objectives**

- Develop a neighborhood street design plan for the selected Project route that improves safety for all modes of travel but has a particular focus on facility planning for pedestrians and cyclists.
- Support a healthy and active community.
- Recommend selection criteria to be used in the route alternative analysis that includes safety and impact to health criterion.

- Identify the walking and biking destinations within the Project Area.
- Provide a map showing the “gaps and deficiencies” in sidewalks and bikeway facilities for the Safe Routes to Schools portion of the Project Area.
- Document desired road characteristics conducive to increasing pedestrian and bicycle safety or perceived safety for potential or recommended Project route(s) including Whitcomb Elementary Safe Routes to School routes.
- Identify crossing treatments for significant intersections along the potential or selected Project routes and for the Safe Routes to Schools potential or selected routes; plus other needed improvements to meet Project Objectives.
- Provide outreach to disadvantaged populations in accordance with the requirements of Title VI and involve the public and stakeholders in developing the Safe Routes to School Plan and Project route neighborhood street design concept.
- Assess the potential impacts resulting from recommended street classifications or street changes that reroute traffic if necessary as a Contingency Task.
- Determine if additional right-of-way is needed for potential treatments, identify associated property impacts, and address acquisition and mitigation strategies.
- Identify options to address stormwater runoff from impervious surface in the right-of-way, considering green street treatments as well as more conventional measures.
- Identify project phasing and potential funding sources for improvements for implementation over time.

#### **Deliverables Overview**

- Except as specified, Consultant shall provide three hard copies of all products in two packages prior to contract termination date, as well as an electronic file to County and Agency’s Project Manager (“APM”) (in Word-compatible format for all written products; in PDF format for graphic products, as well as in MXD or AutoCAD format as appropriate). County shall receive GIS data layers as applicable to the deliverable.
- Consultant’s draft deliverables must be professionally written and substantially complete; changes or revisions needed to address comments are expected to be minor.
- Consultant shall not be required to provide written review and comment on any County prepared deliverables unless explicitly mentioned herein.
- As necessary, final plans and amendments to plans must be prepared as final policy statements of the local government and must not include language such as “it is recommended ...” or “County should ...” New and amended code language must be prepared as final regulatory statements of County. Final plan, plan amendments, code, code amendments, or other documents to be adopted must include all necessary amendments or deletions to existing County plans or code to avoid conflicts and enable full integration of proposed plan with existing County documents.
- The following text must appear in the final version of all final deliverables:

This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), local government, and the State of Oregon funds.

The contents of this document do not necessarily reflect views or policies of the State of Oregon:

- Final plans, headers and footers, graphics, etc. must not include Consultant names and logos, Transportation and Growth Management Program or Oregon Department of Transportation logos or project codes, etc. These items must only be on the acknowledgement page.

### **Meetings and Management Overview**

- **Project Management Team (“PMT”):** The PMT must consist of the County Project Manager (County PM), APM, and Consultant. The purpose of the PMT is to make day to day Project decisions and to meet as specified in the Task descriptions.
- **Meeting Logistics and Facilitation:** The County shall provide meeting logistics, including providing meeting locations and meeting notification. County shall work in conjunction with the Consultant to prepare meeting agendas, convene meetings, and facilitate the non-technical portion of meetings. The Consultant shall present, facilitate, and lead discussion on technical materials to be discussed at each meeting.
- **Meeting Material:** All draft materials must be submitted to the County PM and APM at least one week prior to the packet mailing date for the meeting at which they are to be presented. It is expected that preliminary draft deliverables are for the PMT’s review and comment for the draft version of the deliverable. Consultant shall prepare and reproduce originals of materials to be distributed or presented at meetings. Consultant shall provide originals to County in hard copy and electronic form at least two days prior to the packet mailing date for the meeting at which they will be used (or two days prior to the meeting itself, if no packet will be sent in advance).

### **Task 1: Public Involvement and Project Coordination**

#### **Objectives**

- Develop an open planning process that solicits and considers input from direct stakeholders and community members.
- Coordinate the Project with affected local jurisdictions and organizations.

#### **Subtasks**

- 1.1 **Project Committee Rosters** – County shall identify representatives to comprise the Project Advisory Committee (“PAC”) and the Technical Advisory Committee (“TAC”) and prepare rosters for both committees plus a PMT contact list.

The purpose of the PAC is to review draft materials prior to public presentation so that products are consistent with applicable policies and standards, to provide suggestions and recommendations to enhance products, and meet project objectives. The PAC must include representatives of: the neighborhood (e.g. residents and business owners); seniors; youth; Whitcomb Parent Teacher Organization; public safety; transportation disadvantaged interests; and pedestrian and bicycle advocates.

The role of the TAC is to review the information developed by the Consultant and provide technical expertise throughout the Project. The TAC shall be composed of representatives from:



North Clackamas Revitalization Area; County Engineering and Planning divisions; City of Milwaukie; Oregon Department of Transportation; County Water Environment Services; Clackamas County Fire District #1; regional pedestrian and bicycle advocacy groups such as the Bicycle Transportation Alliance and Oregon Walks; and other identified stakeholders.

- 1.2 **Safe Routes to School Team Roster** - County shall form the Whitcomb Elementary Safe Routes to School Team ("School Team") in consultation with the Whitcomb Elementary School Parent Teacher Organization. The purpose of the School Team is to advise the County on the development of the Whitcomb Elementary Safe Routes to School Plan.
- 1.3 **Community Outreach and Engagement Plan** – County shall prepare draft and final Community Outreach and Engagement Plan ("Outreach Plan"). The Outreach Plan must be tailored to community composition in and near the Project Area to include the Community Planning Organizations and meet Title VI, Civil Rights goals: to identify community composition, address environmental justice, and social equity including concentration of transportation disadvantaged communities and non-native English speaking populations and their native language including Spanish and Russian speakers. The Outreach Plan must identify the intended outreach strategies specific to these communities' community newspapers and other media outlets, community associations, groups or congregations, meeting locations, and contacts, including one graphic for implementation under Project Publicity subtask. The Outreach Plan must identify the party responsible for the specific element, the reviewers of the draft products and related deadlines. County shall prepare final version of Outreach Plan after PMT Meeting #1.
- 1.4 **Refined Project Schedule** – Consultant shall prepare a draft and final Refined Project Schedule that lists dates for deliverables, workshops, meeting and outreach product deadlines from Community Outreach and Engagement Plan. Consultant shall prepare final version after PMT Meeting #1. Consultant shall update the Refined Project Schedule throughout the project as needed.
- 1.5 **Project Publicity** – Consultant shall prepare draft and final materials to publicize the Project:
  - a. **Project Purpose and Timeline Flyer:** A one-to-two page flyer with graphics describing the Project purpose, the Project timeline, opportunities for public input, the County PM's contact information, and links to Project Web Page. The draft version must be available for PMT review at or prior to the PMT Meeting #1.
  - b. **Whitcomb Elementary Safe Routes to School Plan Project Flyer:** A one-to-two page flyer for the School Team and interested parties in English and Spanish explaining the health and economic benefits of using transit, walking and bicycling including research-based findings. The flyer must also include a summary of the objectives and expected elements of the Safe Routes to School Plan.
  - c. **Other:** A third, one-to-two page flyer as defined in the Community Outreach and Engagement Plan.

Consultant shall prepare final version of each flyer after PMT Meeting #1.

- 1.6 **PMT Meeting #1** – County shall arrange and Consultant shall conduct PMT Meeting #1 to discuss all of the draft Task 1 deliverables. Consultant shall prepare and distribute an agenda one week prior to meeting. Agenda must include determination of traffic count locations (see Subtask 2.1). Consultant and County shall distribute their respective draft deliverables a week prior to meeting and discuss them at PMT Meeting #1. County shall provide PMT members a list with contact information of the PMT, PAC, and TAC Rosters. Consultant shall provide summary meeting notes limited to decisions made and “Next Steps” and distribute to PMT members within one week of PMT Meeting #1.
- 1.7 **Interested Parties Contact List and Initial Outreach** – County shall maintain an Interested Parties Contact List, a list of Project Area owners, addresses, interested bicycle and pedestrian groups and Project Area Community Planning Organizations.
- County shall prepare and send a letter or postcard, as determined by the County PM, to Interested Parties Contact List to describe the Project Objectives, public involvement opportunities and to encourage public input which may be the Project Purpose and Timeline Flyer or something more concise. Property owners shall receive correspondence from the County by mail and tenants by mail or through door hangers or comparable method. In addition, the County shall send Whitcomb Elementary Safe Routes to School Plan Project Flyer to the parents of Whitcomb Elementary School.
- 1.8 **Project Web Page** – Consultant shall establish a Project Web Page that links to the County website to provide an online resource for interested parties. Consultant shall maintain and update Project Web Page throughout the duration of the Project in coordination with the County PM.

#### **County Deliverables**

- 1a Project Committee Rosters
- 1b Safe Routes to School Team Roster
- 1c Community Outreach and Engagement Plan
- 1d Project Publicity
- 1e PMT Meeting #1
- 1f Interested Parties Contact List and Initial Outreach

#### **Consultant Deliverables**

- 1a Refined Project Schedule
- 1b Project Publicity
- 1c PMT Meeting #1 and notes
- 1d Project Web Page

#### **Task 2: Existing Conditions and Desired Outcomes**

##### **Objectives**

- Document the 2014 TSP policy basis for Project.
- Identify and describe existing roadway physical features and traffic characteristics within the Project Area.

- Identify environmental conditions (i.e. hydrology, access, sight distance, etc.) that may present needs, opportunities, or constraints to street conceptual designs.
- Come to consensus on Project desired outcomes and selection criteria for alternative analysis.
- Identify and describe the Project needs, opportunities, constraints and potential design tools (i.e. improvement types).

### Subtasks

- 2.1 **Traffic Volume and Speed Counts** – ODOT will obtain:
- a. 24-hour tube counts of vehicles and their travel speeds for at least six locations within the Project Area; locations to be determined by the PMT at PMT Meeting #1.
  - b. weekday PM peak two-hour vehicle turning movement counts and bicycle counts at the intersections of Fuller Road and Thompson Road, Monroe Street and 72nd Avenue, Monroe Street and Linwood Avenue, Monroe Street and Maplehurst Road and Monroe Street and Fuller Road plus one additional intersection as determined by the PMT.
- 2.2 **Base Maps** – County shall prepare draft and revised scaleable Base Maps of the Project Area using existing available data to show:
- a. Publically owned parcels.
  - b. Locations of key shopping areas and other key locations and must include the identification of “health supportive services.”
  - c. Programmed street projects.
  - d. Aerial photography showing building footprints and vegetation.
  - e. Parcel zoning.
  - f. Comprehensive Plan designations.
  - g. Street centerlines.
  - h. Existing sidewalk gaps and deficiencies (substandard condition) in GIS for County inventory.
  - i. Existing off-street trails.
  - j. Existing pavement conditions.
  - k. Street and right-of-way widths.
  - l. The planned extension of SE Boyer Street between SE Fuller and SE 82<sup>nd</sup> Avenue.
  - m. Jurisdiction of roadways.
  - n. Location of existing TriMet transit stops, routes and park and rides.
  - o. Speed limits.
  - p. Goal 5 resources; water quality facilities and environmental or historic features (such as mature trees or stone walls) that could impact design or feasibility of roadway changes.
  - q. Tax lot parcels with County assessor’s data for each side of at least four streets as determined by the County PM.
  - r. Geography/Hydrology. Based on available GIS resources, the County shall prepare Geography/Hydrology base map with structural features (i.e., catch basins, stormwater conveyance systems and treatment facilities) as well as surface water features (i.e., creeks and drainages).
  - s. Key destinations outside but close to the Project Area vicinity as determined by the County including schools, parks, libraries, places where there are opportunities for physical activity, and other key public areas.

- t. Transportation disadvantaged.

Base maps must be reproducible in sufficient size for use at public presentations.

Consultant shall review and provide written Comments in email format. County shall prepare revised Base Maps incorporating comments received after Task 2 meetings.

- 2.3 **Tech Memo 1: Policy Framework and Alternatives Analysis Selection Criteria** – Consultant shall develop two drafts, a revised and final version of Tech Memo 1 to:
  - a. Document the 2014 TSP polices applicable to the Project;
  - b. Recommend selection criteria to be used in the route alternative analysis that includes improved safety, potential for improved public health benefits based on increased physical activity, consideration of exposure to air toxics and noise, and access to health supportive services, planning-level construction and maintenance cost, etc. for interested but concerned potential users; and
  - c. Provide a list and photos of comparable, example neighborhood streets that balance various modes to serve as examples of street designs for PAC members and Interested Parties to visit on their own.

Consultant shall prepare draft version of Tech Memo 1 for the PMT, a revised draft Tech Memo 1 for TAC and PAC review and a final version incorporating comments received after TAC and PAC Meetings #2. Revised Tech Memo 1 must include a one or two page summary that includes the recommended selection criteria and other elements that, in the Consultants' professional opinion, are of greatest interest to the PAC.

- 2.4 **Joint PAC and TAC Meeting #1** – County shall arrange and conduct Joint PAC and TAC Meeting #1, a field trip tour of the Project Area. County shall print and distribute Project Purpose and Timeline Flyer (from Project Publicity subtask) for Field Trip participants and distribute. Depending on the weather and the physical ability of PAC members, the tour may include bicycling or walking. Consultant shall assist in Field Tour and take note of conditions and participant comments in a written summary.

- 2.5 **Safe Routes to School Plan** – County shall work with Whitcomb Elementary School to assess modes of student travel and conduct a school circulation assessment in order to assess ways to improve pedestrian safety and bicycle safety around the school. County staff conducting the school circulation assessment must consist of at least one planner and one traffic engineer and must observe the school circulation a minimum of two times to assess the morning and afternoon circulation patterns and student travel method. County shall prepare revised Safe Routes to School Plan, incorporating comments received, after Task 2 meetings.

- 2.6 **Tech Memo 2: Needs, Opportunities, Constraints and Design Tools Memo** – Consultant shall prepare draft and revised Tech Memo 2 that identifies Project Area conditions that relate to desired outcomes and Selection Criteria. Tech Memo 2 must discuss:

- a. Specific needs of potential users (i.e. interested but concerned potential user) including the transportation disadvantaged (using existing maps and information provided by the County);

- b. Characteristics of the route or potential route including SE Monroe Avenue, SE Thompson Road, SE Fuller Road, the routes providing access to Whitcomb Elementary School and the other potential Project routes east of Fuller Road. Characteristics must incorporate information from the Base Maps and the Traffic Volumes and Speed Counts;
- c. Desired road characteristics conducive to increasing pedestrian and bicycle safety or perceived safety for the potential Project route(s) including the recommendations of Safe Routes to School Plan;
- d. Conceptual design tools - signage, pavement markings, intersection treatments, curb extensions, refuge islands, traffic diversion, speed bumps, sidewalks and mini traffic circles - that would result in appropriate traffic volumes and speeds to accommodate automobiles, bicycles, pedestrians, and stormwater management. The majority of this content will be drawn from existing work on the Milwaukie Monroe Street Project, the Clackamas County Active Transportation Plan Facility Design Toolkit, and the Washington County Toolkit.
- e. Recommended routes or a combination of potential routes for the Route Alternative Analysis including:
  - Monroe Street between Linwood Avenue and Fuller;
  - 72<sup>nd</sup> and Thompson Road between Monroe Street and Fuller Road;
  - Fuller Road at Thompson to Boyer and Causey; and
  - Fuller Road at Monroe to Boyer and Causey routes.

Needs, Opportunities, Constraints, and Design Tools Memo is intended to highlight factors that, in the Consultant's professional opinion, should be considered in the development of the alternatives analysis and Design Concepts developed in Task 3. Tech Memo 2 must discuss the opportunities and constraints that these factors present toward achieving Project Objectives, the design elements that generally comprise a neighborhood greenway (including bikeways and pedestrian ways), and the design tools that may be applied considering identified needs, opportunities, and constraints.

Discussion text and graphics must cover potential street design elements, including bikeway marking and signage; methods for traffic calming and volume redistribution; pedestrian facilities, including walkway widths and surface materials; safe bike and pedestrian crossings of higher-volume and higher-speed streets (e.g. 82<sup>nd</sup> Avenue and Boyer); green stormwater treatments; streetscape improvements, including landscaping and lighting; and Americans with Disabilities Act requirements; and must discuss the pros, cons, and applicability of each.

Needs, Opportunities, Constraints, and Design Tools Memo must consider and discuss design elements in terms of their impact on total right-of-way width, general construction costs (linear-foot costs for each component, and total costs to meet corridor needs), and impacts to private property and on-street parking. Tech Memo 2 must state which design tools are, in the Consultant's professional opinion, most appropriate for the Project potential active transportation route and why. Design examples from at least the following sources: the Metro Green Street Handbook, the guidelines provided by County Water Environmental Services, and Clackamas County's Bicycle Facility Design Toolkit developed as a part of the Clackamas County Active Transportation Plan, must be considered.

Consultant shall prepare revised Tech Memo 2, incorporating comments received, after Task 2 meetings.

- 2.7 **PMT Meeting #2** – County shall arrange and Consultant shall conduct PMT Meeting #2 to discuss draft Tech Memos 1 and 2, draft Safe Routes to School Plan, whether Consultant recommends Contingency task 5.1 be used to conduct Traffic Impact Analysis, and the upcoming TAC and PAC Meeting agendas. Consultant shall provide summary meeting notes limited to decisions made and “Next Steps” and distribute to PMT members within one week after PMT Meeting #2.
- 2.8 **TAC Meeting #2** – County shall arrange, prepare agenda and conduct TAC Meeting #2 for review of and comment on draft Tech Memos 1 and 2 and draft Safe Routes to Schools Plan. Consultant shall attend and present draft Tech Memos, and record TAC comments.
- 2.9 **PAC Meeting #2** – County shall arrange, prepare agenda and conduct PAC Meeting #2 for review of and comment on draft Tech Memos 1 and 2 and draft Safe Routes to School Plan. Consultant shall present draft Tech Memos and record PAC comments.

#### **County Deliverables**

- 2a Base Maps
- 2b Tech Memo 1
- 2c Joint PAC and TAC Meeting #1
- 2d Safe Routes to School Plan
- 2e Tech Memo 2
- 2f PMT Meeting #2
- 2g TAC Meeting #2
- 2h PAC Meeting #2

#### **Consultant Deliverables**

- 2a Comments on Base Maps
- 2b Tech Memo 1
- 2c Joint PAC and TAC Meeting #1
- 2d Tech Memo 2
- 2e PMT Meeting #2
- 2f TAC Meeting #2
- 2g PAC Meeting #2

### **Task 3: Alternatives Analysis and Design Concepts**

#### **Objectives**

- Conduct an alternatives analysis and refine potential conceptual design, consistent with Project Objectives and supported by technical and community stakeholders.
- Conduct evaluation to assess the safety impacts of proposed system changes.
- Present the public with information gathered in Task 2, including opportunities and constraints.

- Enable workshop participants to understand multimodal and green street design features; their advantages and impacts; and how they affect multimodal circulation and adjacent development.
- Share the priorities from the Safe Routes to Schools Plan for Whitcomb Elementary School and incorporate into the analysis.
- Conduct an engaging public process that encourages community participation.
- Inform TAC and PAC members of community concerns and desires that arise from the public process, and provide a vetting opportunity so the process outcome is technically sound.
- Refine potential conceptual design consistent with Project Objectives and supported by technical and community stakeholders.

### Subtasks

- 3.1 **Route Alternatives Analysis** – Consultant shall prepare the preliminary draft, draft, and revised Route Alternative Analysis using the selection criteria developed in Task 2 in order to provide a basis for the selected Project route. Route Alternative Analysis must identify:
- a. Alternative routes and the recommendations of the Safe Routes to School Plan;
  - b. A written summary of each alternative route to explain the improvements and design concepts with at least four conceptual route cross-sections; and
  - c. A high-level alternative route screening applying the route selection criteria from Tech Memo 1 to demonstrate the strengths and weakness of the various routes.

Consultant shall prepare three revisions of Route Alternatives Analysis, incorporating comments received, after PMT Meeting #3, after TAC Meeting #3, and after Public Workshop #1.

- 3.2 **PMT Meeting #3** – County shall arrange and Consultant shall conduct PMT Meeting #3 to review preliminary draft Route Alternatives Analysis and to discuss preparations and agendas for TAC and PAC Meetings #3 and Public Workshop #1. County shall prepare and send agenda to PMT with preliminary draft Route Alternatives Analysis and draft TAC, PAC and Public Workshop #1 agendas. Consultant shall provide summary meeting notes limited to decisions made and “Next Steps” and distribute to PMT members within one week after PMT Meeting #3. PMT Meeting #3 will be held at Consultant’s office.
- 3.3 **TAC Meeting #3** – County shall arrange, prepare agenda and conduct TAC Meeting #3 to present the draft Route Alternatives Analysis and route design concepts. Consultant shall attend, present the draft Route Alternatives Analysis and route design concepts, and record TAC members’ comments
- 3.4 **Public Workshop #1** – County shall arrange and Consultant shall conduct Public Workshop #1 to gain PAC and public comment on the revised Route Alternatives Analysis. County shall follow steps identified in the Community Outreach and Engagement Plan to publicize Public Workshop #1 meeting. Public Workshop #1 must include table exercises (facilitated by Consultant and County staff) to solicit input from participants, including opinions of and changes to the alternative routes and design concepts. Consultant shall document participants’ input.
- 3.5 **PAC Meeting #3** – County shall arrange, prepare agenda and conduct PAC Meeting #3. Consultant shall present the revised Routes Alternatives Analysis and the results of Public

Workshop #1. County and Consultant shall seek PAC consensus regarding the recommended alternative routes and design concepts based upon the Public Workshop #1 feedback. Consultant shall record PAC members' comments.

#### **County Deliverables**

- 3a Route Alternatives Analysis
- 3b PMT Meeting #3
- 3c TAC Meeting #3
- 3d Public Workshop #1
- 3e PAC Meeting #3

#### **Consultant Deliverables**

- 3a Route Alternatives Analysis
- 3b PMT Meeting #3
- 3c TAC Meeting #3
- 3d Public Workshop #1
- 3e PAC Meeting #3

#### **Task 4: Recommended Plan**

##### **Objectives**

- Prepare Project Recommended Plan based on PAC meetings and Public Workshop #1
- Document the project outcomes and how the recommended Route Refinement achieves the desired outcomes.
- Prepare adoption-ready materials for incorporation into the Clackamas County Comprehensive Plan and/or County Road Standards.

##### **Subtasks**

- 4.1 **PMT Meeting #4** – County shall arrange and conduct PMT Meeting #4 via phone to answer questions and provide Consultant direction in preparing Draft Recommended Plan. Consultant shall provide summary meeting notes limited to decisions made and “Next Steps” and distribute to PMT members within one week after PMT Meeting #4.
- 4.2 **Draft Recommended Plan** – Consultant shall prepare a draft and two revised Project Draft Recommended Plan. County PM shall provide Consultant direction or advise as needed during Project Draft Recommended Plan development.

The Project Draft Recommended Plan must include but not necessarily in this order:

- a. The desired outcomes and an explanation of how the recommended alternative achieves them;
- b. An overview of the planning process;
- c. The draft and final maps necessary to illustrate the Project Draft Recommended Plan;
- d. A plan view illustration;
- e. Route Refinement;



- f. The selected route descriptions and conceptual design by segment including the applicable cross-sections for possible inclusion in County's Road Standards;
- g. Concept-level cost estimates of identified improvements; and recommend and prioritize short, mid-term and long-term improvements for implementation plus identify potential funding methods; and
- h. Policy language for the Clackamas Comprehensive Plan recommending the Project implementation.

The Route Refinement will largely draw from earlier Memos, and must include but not necessarily in this order:

- a. A description of the conceptual design's major features and how they respond to technical and public issues;
- b. The design concepts must consist of a plan view, typical cross-sections, and conceptual drawings where necessary to illustrate specific proposed improvements. The typical cross sections and plan views for each recommended alternative must illustrate design elements in the right-of-way, including: sidewalks or pathways; structural elements such as green stormwater features; streetscape improvements including landscaping and other unifying design elements; lighting; bike lanes, sharrows, cycle tracks, or other bicycle facility type; motor vehicle travel lanes; on-street parking; crosswalk improvements; and traffic-calming elements.
- c. All drawings must include concept-level preferred dimensions for each design element; however, if an exact dimension cannot be specified, a range of dimensions may be indicated, along with accompanying text describing factors to consider at a later date when developing a preferred dimension. Drawings must include notes describing materials where appropriate. Design elements not consistent with the appropriate jurisdictions' current standards must be noted and explained.
- d. Locations where deviations in the cross-section are necessary to address site-specific concerns must be called out with text and graphics to describe the deviation and provide guidance to subsequent project development. Additionally, drawings may include up to four locations where two or more optional designs may be considered; for example, where prior workshop participants did not agree on a preference of design elements. To facilitate a decision, these optional designs must be described with graphics and text describing their major features and differences.
- e. Conceptual Designs including conceptual level drawings and written descriptions of potential stormwater drainage or green street treatments (such as landscaping) that, in the Consultant's professional opinion, may be incorporated in the roadway design. Descriptions, if provided, must indicate the type of treatment, general dimensions, suggestions and principles for the construction of improvements, and special considerations to be taken into account at later stages of project development.
- f. Preliminary implementation concepts that address phased improvements, provide rough estimates of unit costs, and describe the array of funding options, in order to compare construction cost estimates with generally available revenue.

Consultant shall prepare one draft and two revisions of Project Draft Recommended Plan incorporating comments received, one after TAC Meeting # 4, one after PAC Meetings #4 and one after Public Workshop #2.

- 4.3 **TAC Meeting #4** – County shall arrange, prepare agenda and conduct TAC Meeting #4. Consultant shall present the preliminary Project Draft Recommended Plan and record TAC member comments.
- 4.4 **PAC Meeting #4** – County shall arrange, prepare agenda and conduct PAC Meeting #4. Consultant shall present a revised Project Draft Recommended Plan and record PAC member comments.
- 4.5 **Public Workshop #2** – County shall arrange and Consultant shall conduct Public Workshop #2. Consultant shall present preliminary Project Draft Recommended Plan to gain public comment on the revised Project Draft Recommended Plan. County shall follow steps identified in the Community Outreach and Engagement Plan to publicize the Public Workshop #2 meeting. Public Workshop #2 must solicit input from participants, including opinions of and desired changes to revised Project Draft Recommended Plan. Consultant shall document participants' input and revise the Project Draft Recommended Plan for the Planning Commission and Board of Commission work sessions.
- 4.6 **Planning Commission Work Session** – County shall arrange and conduct Planning Commission Work Session. Consultant shall attend and co-present Project Draft Recommended Plan.
- 4.7 **Board of Commissioners Work Session** – County shall arrange and conduct Board of Commissioners Work Session. Consultant shall attend and co-present Project Draft Recommended Plan.
- 4.8 **Title VI Report** – County shall prepare a report to document outreach efforts to low-income, minority, and other local disadvantaged populations, in accordance with the requirements of Title VI.
- 4.9 **Recommended Plan** - Consultant shall prepare revisions to incorporate Board of Commissioners' actions and deliver electronic copies of Recommended Plan to County and APM in both PDF and Word-compatible formats. Consultant shall deliver 10 hard copies of Recommended Plan to County and three hard copies to APM.

**County Deliverables**

- 4a PMT Meeting #4
- 4b Draft Recommended Plan
- 4c TAC Meeting #4
- 4d PAC Meeting #4
- 4e Public Workshop #2
- 4f Planning Commission Work Session

- 4g Board of Commissioners Work Session
- 4h Title VI Report

**Consultant Deliverables**

- 4a PMT Meeting #4
- 4b Draft Recommended Plan
- 4c TAC Meeting #4
- 4d PAC Meeting #4
- 4e Public Workshop #2
- 4f Planning Commission Work Session
- 4g Board of Commissioners Work Session
- 4h Recommended Plan

**Task 5: CONTINGENCY TASK**

Contingent Task: No work under this contingent task shall be done without the prior written approval (e-mail acceptable) of APM. APM shall give separate written authorization for each subtask.

- 5.1 **Traffic Impact Analysis** – Upon written authorization of APM, Consultant shall conduct a traffic impact analysis for three to five intersections or equivalent traffic impact analysis as determined jointly by the County and APM in order to understand the potential impacts resulting from recommended neighborhood street design concepts, street classifications or street changes that reroute traffic. Consultant is not responsible for providing traffic counts. County shall review and provide written comments.
- 5.2 **Contingent Meeting** - Upon written authorization of APM, Consultant and County PM shall attend an additional Project meeting (PMT, TAC, CAC, PC or County Board) to present and receive feedback. Consultant shall provide summary meeting notes within one week after meeting.

**County Deliverables**

- 5a Comments on Traffic Impact Analysis
- 5b Contingent Meeting

**Consultant Deliverables**

- 5a Traffic Impact Analysis for three to five intersections
- 5b Contingent Meeting

**County Deliverable Table**

| <b>Task</b> | <b>Description</b>                                   | <b>Budget</b>   |
|-------------|--|-----------------|
| <b>1</b>    | <b>Public Involvement and Project Coordination</b>   |                 |
| 1A          | Project Committee Rosters                            | \$ 400          |
| 1B          | Safe Routes to School Team Roster                    | \$ 400          |
| 1C          | Community Outreach and Engagement Plan               | \$2,000         |
| 1D          | Project Publicity                                    | \$ 500          |
| 1E          | PMT Meeting #1                                       | \$1,000         |
| 1F          | Interested Parties Contact List and Initial Outreach | \$2,000         |
|             | <b>Subtotal - Task 1</b>                             | <b>\$6,300</b>  |
| <b>2</b>    | <b>Existing Conditions and Desired Outcomes</b>      |                 |
| 2A          | Base Maps  | \$3,500         |
| 2B          | Tech Memo 1  | \$1,500         |
| 2C          | Joint PAC and TAC Meeting #1                         | \$2,200         |
| 2D          | Safe Routes to School Plan                           | \$5,000         |
| 2E          | Tech Memo 2  | \$2,000         |
| 2F          | PMT Meeting #2                                       | \$1,000         |
| 2G          | TAC Meeting #2                                       | \$1,000         |
| 2H          | PAC Meeting #2                                       | \$1,000         |
|             | <b>Subtotal - Task 2</b>                             | <b>\$17,200</b> |
| <b>3</b>    | <b>Alternatives Analysis and Design Concepts</b>     |                 |
| 3A          | Route Alternatives Analysis                          | \$2,000         |
| 3B          | PMT Meeting #3                                       | \$2,000         |
| 3C          | TAC Meeting #3                                       | \$1,000         |
| 3D          | Public Workshop #1                                   | \$2,000         |
| 3E          | PAC Meetings #3                                      | \$1,000         |
|             | <b>Subtotal - Task 3</b>                             | <b>\$8,000</b>  |
| <b>4</b>    | <b>Recommended Plan</b>                              |                 |
| 4A          | PMT Meeting #4                                       | \$1,500         |
| 4B          | Draft Recommended Plan                               | \$1,000         |
| 4C          | TAC Meeting #4                                       | \$3,000         |
| 4D          | Joint PAC and TAC Meeting #3                         | \$1,500         |
| 4E          | PAC Meeting #4                                       | \$1,000         |
| 4F          | Public Workshop #2                                   | \$2,000         |
| 4G          | Planning Commission Work Session                     | \$ 500          |
| 4H          | Board of Commissioners Work Session                  | \$500           |
| 4I          | Title VI Report                                      | \$500           |
| 4J          | Recommended Plan                                     | \$1,500         |
|             | <b>Subtotal - Task 4</b>                             | <b>\$13,000</b> |
| <b>5</b>    | <b>Contingent Task</b>                               |                 |
| 5A          | Traffic Impact Analysis (review and comment)         | \$500           |
| 5B          | Contingent Meeting                                   | \$500           |

| Task | Description                    | Budget           |
|------|--------------------------------|------------------|
|      | <b>Subtotal – Task 5</b>       | <b>\$1,000</b>   |
|      | <b>Subtotal Non-Contingent</b> | <b>\$44,500</b>  |
|      | <b>Subtotal Contingent</b>     | <b>\$ 1,000</b>  |
|      | <b>TOTAL</b>                   | <b>\$45,500*</b> |

\*This amount includes Grant Amount, County Match Amount and Direct Costs.

**Consultant Amount per Deliverable Table**

| Task     | Description  | Total Fixed Amount Per Deliverable |
|----------|--|------------------------------------|
| <b>1</b> | <b>Public Involvement and Project Coordination</b> |                                    |
| 1a       | Refined Project Schedule                           | \$ 560                             |
| 1b       | Project Publicity                                  | \$3,300                            |
| 1c       | PMT Meeting #1 and notes                           | \$1,000                            |
| 1d       | Project Web Page                                   | \$2,190                            |
|          | <b>Subtotal - Task 1</b>                           | <b>\$7,050</b>                     |
| <b>2</b> | <b>Existing Conditions and Desired Outcomes</b>    |                                    |
| 2a       | Base Map   | \$ 400                             |
| 2b       | Tech Memo 1  | \$ 4,000                           |
| 2c       | Joint PAC and TAC Meeting #1                       | \$ 1,000                           |
| 2d       | Tech Memo 2  | \$11,400                           |
| 2e       | PMT Meeting #2                                     | \$ 1,000                           |
| 2f       | TAC Meeting #2                                     | \$ 1,000                           |
| 2g       | PAC Meeting #2                                     | \$ 3,700                           |
|          | <b>Subtotal - Task 2</b>                           | <b>\$22,500</b>                    |
| <b>3</b> | <b>Alternatives Analysis and Design Concepts</b>   |                                    |
| 3a       | Route Alternatives Analysis                        | \$14,150                           |
| 3b       | PMT Meeting #3                                     | \$ 650                             |
| 3c       | TAC Meeting #3                                     | \$1,000                            |
| 3d       | Public Workshop #1                                 | \$5,700                            |
| 3e       | PAC Meetings #3                                    | \$3,700                            |
|          | <b>Subtotal – Task 3</b>                           | <b>\$25,200</b>                    |
| <b>4</b> | <b>Recommended Plan</b>                            |                                    |
| 4a       | PMT Meeting #4                                     | \$ 400                             |
| 4b       | Draft Recommended Plan                             | \$14,100                           |
| 4c       | TAC Meeting #4                                     | \$ 700                             |
| 4d       | PAC Meeting #4                                     | \$ 3,500                           |
| 4e       | Public Workshop #2                                 | \$ 5,100                           |
| 4f       | Planning Commission Work Session                   | \$ 900                             |
| 4g       | Board of Commissioners Work Session                | \$ 900                             |
| 4h       | Recommended Plan                                   | \$6,000                            |
|          | <b>Subtotal – Task 4</b>                           | <b>\$31,600</b>                    |

| Task     | Description                                      | Total Fixed Amount Per Deliverable |
|----------|--|------------------------------------|
| <b>5</b> | <b>CONTINGENCY TASKS</b>                         |                                    |
| C5.1     | Traffic Impact Analysis for 3 to 5 intersections | \$3,000                            |
| C5.2     | Contingent Meeting                               | \$1,900                            |
|          | <b>Subtotal – Task 5</b>                         | <b>\$4,900</b>                     |
|          | <b>Subtotal – Non-Contingency</b>                | <b>\$86,350</b>                    |
|          | <b>Subtotal – Contingency</b>                    | <b>\$4,900</b>                     |
|          | <b>TOTAL</b>                                     | <b>\$91,250</b>                    |
|          |  |                                    |

**Project Schedule**

| Task     | Description  | Schedule                   |
|----------|--|----------------------------|
| <b>1</b> | <b>Public Involvement and Project Coordination</b> | April 2015 -June 2015      |
| <b>2</b> | <b>Existing Conditions and Desired Outcomes</b>    | April 2015 – June 2015     |
| <b>3</b> | <b>Alternatives Analysis and Design Concepts</b>   | July 2015 – September 2015 |
| <b>4</b> | <b>Recommended Plan</b>                            | October 2015 –June 2016    |
| <b>5</b> | <b>CONTINGENCY TASKS</b>                           | To Be Determined           |

**EXHIBIT B (Local Agency or State Agency)**

**CONTRACTOR CERTIFICATION**

Contractor certifies by signing this contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

**AGENCY OFFICIAL CERTIFICATION (ODOT)**

Department official likewise certifies by signing this contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

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**EXHIBIT C**

Federal Provisions  
Oregon Department of Transportation

**I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION**

Contractor certifies by signing this contract that to the best of its knowledge and belief, it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

#### EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this contract, the Contractor is deemed to have signed this certification.

#### II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS

1. By signing this contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Oregon Department of Transportation determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous

certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.

4. The Contractor shall provide immediate written notice to the Department to whom this proposal is submitted if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.



9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

### III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

#### **Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions**

##### Instructions for Certification

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions**

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**IV. EMPLOYMENT**

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranting, Department shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the contract, any professional or technical personnel who are or have been at any time during the period of this contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be

entitled to rely on the accuracy, competence, and completeness of Contractor's services.

**V. NONDISCRIMINATION**

During the performance of this contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.
2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this contract, Contractor agrees as follows:
  - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment,

without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
  - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such

direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

#### VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

#### DBE POLICY STATEMENT

**DBE Policy.** It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this contract.

**Required Statement For USDOT Financial Assistance Agreement.** If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

**DBE Obligations.** The Oregon Department of Transportation (ODOT) and its contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither ODOT nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as ODOT deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this contract.

**Records and Reports.** Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

**DBE Definition.** Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

#### CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL   0   %

By signing this contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Request for Proposal/Qualification for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

#### VII. LOBBYING

The Contractor certifies, by signing this agreement 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 any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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 Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**FOR INQUIRY CONCERNING ODOT'S  
DBE PROGRAM REQUIREMENT  
CONTACT OFFICE OF CIVIL RIGHTS  
AT (503)986-4354.**

EXHIBIT D  
**ELIGIBLE PARTICIPATING COST**

**DESCRIPTION**

**PERSONNEL SERVICES**

*Salaries* - Straight time pay for regular working hours in a monthly period. Includes standard labor distributions like Social Security Taxes, Workers' Compensation Assessments and Medical, Dental, Life Insurance. Excludes mass transit tax, vacation leave, sick leave and compensatory time taken.

*Overtime* - Payments to employees for work performed in excess of their regular work shift.

*Shift Differential* - Payments to employees, in addition to regular pay, for shift differential work as described in labor contracts or Personnel Rules.

*Travel Differential* - Payments to employees, in addition to regular pay, for travel time to and from work on projects in excess and beyond an 8 hour day as described in labor contracts or Personnel Rules.

**SERVICES AND SUPPLIES**

**In-State Travel - Per Rates Identified in State Travel Handbook**

*Meals & Misc.* - Payment for meals incurred while traveling within the State of Oregon.

*Lodging & Room Tax* - Payment for lodging, including room taxes, incurred while traveling within the State of Oregon. Fares, Taxi, Bus, Air, Etc.

*Per Diem* - Payment for per diem, incurred while traveling within the State of Oregon.

*Other* - Payment for other miscellaneous expense, incurred while traveling within the State of Oregon.

*Private Car Mileage* - Payment for private car mileage while traveling within the State of Oregon.

**Office Expense**

*Direct Project Expenses Including:*

*Photo, Video & Microfilm Supplies* - Payment for photography, video and microfilm supplies such as film for cameras, blank video tapes, storage folders, etc.

*Printing, Reproduction & Duplication* - Expenditures for services to copy, print, reproduce and/or duplicate documents.

*Postage* - Payment for direct project postage.

*Freight & Express Mail* - Payment for direct project freight services on outgoing shipments.

**Telecommunications**

*Phone Toll Charges (long-distance)* - Payment for telephone long distance charges.

**Publicity & Publication**

*Publish & Print Photos* - Payment for printing and publishing photographs to development of publicity and publications.

*Conferences* (costs to put on conference or seminars)

**Equipment \$250 - \$4,999**

NOT ELIGIBLE

**Employee Training, Excluding Travel**

NOT ELIGIBLE

**Training In-State Travel**

NOT ELIGIBLE

**CAPITOL OUTLAY**

NOT ELIGIBLE

# Approval of Previous Business Meeting Minutes: February 19, 2015

(minutes attached)

# **BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES**

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

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

**Thursday, February 19, 2015 – 6:00 PM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

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

**EXCUSED:** Commissioner Jim Bernard

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

## **I. CITIZEN COMMUNICATION**

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

1. Steve Schopp, Tualatin – prioritizing transportation projects in the County.
2. Les Poole, Gladstone – our voice needs to be heard in Salem to protect our rights.
3. Mack Woods, Canby – concerns with LCDC lack of using the grandfather clause.

## **II. PUBLIC HEARINGS**

1. Second Reading of Ordinance No. 03-2015 Amendments to Chapter 2.10 of the County Code Hamlets and Villages Program - *First reading was 2-5-15*

Stephen Madkour, County Counsel and Gary Schmidt, Public and Government Affairs, presented the staff report.

*~Board Discussion~*

Chair Ludlow opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion.

### **MOTION:**

Commissioner Savas: I move we read the ordinance by title only.

Commissioner Smith: Second.

Clerk calls the poll.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passes 4-0 – he asked the Clerk to read the ordinance by title only, then asked for a motion to adopt.

### **MOTION:**

Commissioner Savas: I move we adopt Ordinance No. 03-2015 – Amendments to chapter 2.10 of the County Code Hamlets and Villages Program.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Smith: Aye.

Chair Ludlow: Aye – the motion passes 4-0.

### **III. PUBLIC DISCUSSION ITEM**

#### **Public and Government Affairs**

1. Resolution No. **2015-13** Supporting Second Amendment Rights

Gary Schmidt, Public & Government Affairs Director presented the staff report.

~Board Discussion~[www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)

Chair Ludlow announced this is a public discussion item and stated there are several folks signed up to speak.

1. Sheriff Roberts,
2. Libby Wentz, Gladstone - spoke in support.
3. Lt. Powell, Oregon City – spoke in support.
4. Rosie Stephens, Lake Oswego – supports the 2<sup>nd</sup> amendment, but opposed the resolution.
5. Marge Easley, Representing the League of Women Voters – opposes the resolution and asked the Board to consider the alternate resolution submitted by the LWV.
6. Jason Guswald, Molalla - spoke in support.
7. Kim Klusmann, West Linn - spoke in support.
8. Gretchen Holman, Oregon City - spoke in support.
9. Traci Hensley, Canby - spoke in support.
10. Casey Flesch, Oregon City - spoke in support.
11. Kevin Starrett, Canby – Oregon Firearms Federation - spoke in support.
12. Tena Olson, Oregon City – had questions regarding the resolution.
13. John Savory, Canby - spoke in support.
14. Jo Haverkamp, Oregon City - spoke in support.
15. Terry Schofield, Rogue River - spoke in support.
16. Steve Schopp, Tualatin - spoke in support.
17. Lee Richerson, Beaverton, spoke in support.
18. Bob Westphal, Eagle Creek - spoke in support.
19. Faith Leith, Oregon City – opposes the resolution.
20. Thomas Eskridge, Molalla - spoke in support.
21. Linda Eskridge, Molalla - spoke in support.
22. David Berg, Lake Oswego - spoke in support.
23. Jose Hernandez, Milwaukie - spoke in support.
24. Jerry Kowski, Gresham – spoke in support.
25. Ron Simmons, McMinnville - spoke in support.
26. Michael Strickland, Milwaukie - spoke in support.
27. Fran Mazzara, Welches – opposes the resolution.
28. Joe Mazzara, Welches – opposes the resolution.

~Board Discussion~[www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)

Chair Ludlow closed the public comment portion of this discussion item and asked for a motion.

#### **MOTION:**

Commissioner Smith: I move we approve the resolution supporting second amendment rights.

Commissioner Savas: Second.

~Board Discussion~[www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)

Clerk calls the poll.

Commissioner Savas: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Abstain.

Chair Ludlow: Aye – the motion passes 3-0-1.



**IV. BOARD DISCUSSION ITEM**

**Public and Government Affairs**

1. Resolution No. **2015-14** Supporting a Feasibility Study to Transfer Federal Lands to State or Local Ownership

Gary Schmidt, Public & Government Affairs Director presented the staff report.

*~Board Discussion~*

Chair Ludlow asked for a motion.

**MOTION:**

Commissioner Smith: I move we approve the resolution Feasibility Study to Transfer Federal Lands to State or Local Ownership

Commissioner Savas: Second.

*~Board Discussion~*

Clerk calls the poll.

Commissioner Smith: Aye.

Commissioner Schrader: Abstain.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passes 3-0-1.

**V. CONSENT AGENDA**

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

**MOTION:**

Commissioner Bernard: I move we approve the consent agenda.

Commissioner Smith: Second.

Clerk calls the poll.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Smith: Aye.

Chair Ludlow: Yes – the motion passes 4-0.

**A. Health Housing & Human Services**

1. Approval to Apply for a Continuation Grant for Oregon Department of Transportation Special Transportation Formula Funds Through Ride Connection, Inc. for Service Provided by Member of the Transportation Consortium of Clackamas County for Clackamas County Seniors and People with Disabilities

**B. Department of Transportation & Development**

1. Resolution No. **2015-15** Declaring the Public Necessity and Purpose for Acquisition of Rights-of-Way and Easements for the 122<sup>nd</sup> Ave. and 132<sup>nd</sup> Ave. Sidewalk Connections Project and Authorizing Negotiations of Eminent Domain Actions

**C. Public and Government Affairs**

1. Approval of Assignment of Personal Services Contract with Ball Janik LLP to Summit Strategies Government Affairs, LLC for Federal Representation Services - *Purchasing*

**D. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval to Apply for the 2015-2017 Child Abuse Multi-Disciplinary Intervention (CAMI) MDT Grant for the District Attorney's Office – *District Attorney*

**E. Administration**

1. Board Order No. **2015-16** Adopting a Resolution for Participation in Funding Activities Oregon Office for Community Dispute Resolution

**F. Emergency Management**

1. Approval of an intergovernmental Agreement between the City of Portland and Clackamas County for Purchase and Reimbursement Activities Related to the Use of the FY14 United States Department of Homeland Security's Urban Area Security Initiative (UASI) Grant

**VI. COUNTY ADMINISTRATOR UPDATE**

[www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)

**VII. COMMISSIONERS COMMUNICATION**

[www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)

**MEETING ADJOURNED 8:52PM**

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

[www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)



Debbie McCoy  
Manager

**CABLE COMMUNICATIONS**

**PUBLIC SERVICES BUILDING**

2051 KAEN ROAD OREGON CITY, OR 97045

March 19, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

**BOARD ORDER IN THE MATER OF APPROVING AN EXTENSION OF THE  
CABLE TELEVISION FRANCHISE WITH COMCAST OF OREGON II, INC.,  
COMCAST OF TUALATIN VALLEY, INC., AND COMCAST OF  
ILLINOIS/OHIO/OREGON, LLC.**

|  |  |
|--|--|
| <b>Purpose/Outcome</b>                 | Extend current cable television franchises to allow time for evaluation and negotiations.        |
| <b>Dollar Amount and Fiscal Impact</b> | N/A  |
| <b>Funding Source</b>                  | N/A  |
| <b>Safety Impact</b>                   | None   |
| <b>Duration</b>                        | Effective March 22, 2015 through September 22, 2015  |
| <b>Previous Board Action/Review</b>    | The original franchise agreements were approved by Board Order No. 2010-16 on February 18, 2010. |
| <b>Contact Person</b>                  | Debbie McCoy, Cable Communication Manager – 503-742-5902   |
| <b>Contract No.</b>                    | N/A  |

**BACKGROUND:**

Comcast of Oregon II, Inc., Comcast of Tualatin Valley, Inc. and Comcast of Illinois/Ohio/Oregon, LLC. (Comcast collectively) Cable Franchise Permit Agreements will expire on March 22, 2015. Comcast is currently serving over 20,000 subscribers in unincorporated areas of Clackamas County and the County is currently negotiating a renewal of the cable franchises with Comcast.

This extension, if granted, would not affect either party's rights in the renewal process and includes a provision to preserve the County's right to retroactive

PEG funding negotiated in the renewal. The County will evaluate Comcast's legal, technical and financial qualifications to operate the cable system, as well as the community's needs, in its determination of whether to renew the franchise and on what terms and conditions.

This cable franchise agreement extension has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the extension of the franchise permit agreements to assure that the terms of the current franchise agreements continue to be met through September 22, 2015.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Debbie McCoy". The signature is fluid and cursive, with a large loop at the beginning and a long tail at the end.

Debbie McCoy, Manager  
Cable Communications

For information on this issue or copies of attachments, please contact  
Debbie McCoy at (503)742-5902

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of approving an  
Extension of the cable television  
Franchise with Comcast of  
Oregon II, Inc., Comcast of Tualatin  
Valley, Inc., and Comcast of  
Illinois/Ohio/Oregon, LLC



ORDER NO.

This matter coming before the Clackamas County Board of Commissioners at its regularly scheduled public meeting on March 19, 2015 to consider approving an extension of the cable television franchises with Comcast of Oregon II, Inc., an Oregon corporation, Comcast of Tualatin Valley, Inc., an Oregon corporation, and Comcast of Illinois/Ohio/Oregon, LLC, a Delaware limited liability company (collectively, the "Franchisees")..

**WHEREAS**, Comcast of Oregon II, Inc., Comcast of Tualatin Valley, Inc., and Comcast of Illinois/Ohio/Oregon, LLC hold cable franchises with Clackamas County, which is due to expire on March 22, 2015; and

**WHEREAS**, County staff and representatives of the Franchisees began meeting in the fall of 2014 to negotiate open issues regarding the renewal of the applicable franchises; and

**WHEREAS**, the amount of time required to conclude negotiations and allow for public review of new franchise agreements will extend beyond the current expiration date; and

**WHEREAS**, it is in the public interest to extend the current franchises for an additional period of time to accommodate the renewal process and avoid a potentially unnecessary disruption of service to affected residents.

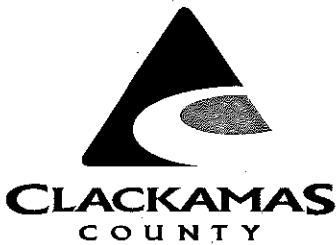
**NOW, THEREFORE, IT IS HEREBY ORDERED THAT** the franchises granted to Comcast II of Oregon, Inc., Comcast of Tualatin Valley, Inc., and Comcast of Illinois/Ohio/Oregon, LLC shall be extended until and including September 22, 2015, and that all rights and obligations provided the parties under the franchise agreement shall remain in full force and effect during that period, including the rights of the parties under the Cable Communications Policy Act of 1992 and the Telecommunications Act of 1996. Neither Comcast nor the County shall assert any claim, denial or defense based upon the original expiration date of the Franchise Agreement, excepting therefrom that the County may assert in negotiations that any increase in PEG funding included in the new franchise agreement shall include the time period covered by this extension. This extension of franchises is explicitly conditioned upon written acceptance thereof by each of the Franchisees.

DATED THIS \_\_\_\_\_ DAY OF MARCH, 2015.

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

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



**DAN JOHNSON**  
MANAGER

**DEVELOPMENT AGENCY**

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

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with Oregon Underground Inc for the  
70<sup>th</sup> Avenue Improvement Project**

|  |   |
|--|---|
| <b>Purpose/Outcomes</b>                | This contract will provide funding for construction of improvements on SE 70 <sup>th</sup> Avenue between SE King Road and SE Monroe Avenue.  |
| <b>Dollar Amount and Fiscal Impact</b> | The maximum contract value is \$597,945.10, which includes a contingency of \$25,000 in the event additional construction services are needed.  |
| <b>Funding Source</b>                  | Clackamas County Development Agency: North Clackamas Revitalization Area Urban Renewal District - no County General Funds are involved.   |
| <b>Safety Impact</b>                   | The improvements on SE 70 <sup>th</sup> will provide safer travel for motorists, bicyclists and pedestrians. Much of the street is not built to County standards and is essentially unpaved. Large holes and standing water create travel hazards. Street paving and restoration, a full width sidewalk on the west side of the street and storm water facilities will eliminate these hazards. |
| <b>Duration</b>                        | The contract will terminate on December 31, 2015. The time frame is sufficient to fully complete the project.   |
| <b>Previous Board Action</b>           | May – June 2014 Budget Meeting project review   |
| <b>Contact Person</b>                  | Ken Iteel, Senior Project Planner, Clackamas County Development Agency – (503) 742-4324   |

**BACKGROUND**

The Development Agency is preparing to construct street improvements to SE 70<sup>th</sup> Avenue between SE King Road and SE Monroe Avenue. The project is located within the North Clackamas Revitalization Area (NCRA) urban renewal district. A primary goal of the NCRA Plan is to improve substandard streets and increase connectivity throughout the plan area. The improvements to SE 70<sup>th</sup> meet this goal. The Agency conducted a public outreach process, which included a series of open houses, to obtain input from area residents on prioritizing street improvement projects. SE 70<sup>th</sup> was identified by residents as one of the top priorities.

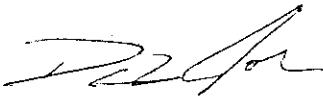
Construction work will include street restoration and paving, a new sidewalk on the west side of the street, new curbs, storm sewer pipes and drains, and stormwater swales.

A request for bids was advertised and fifteen bids were received by the January 28<sup>th</sup> deadline. The lowest responsive bidder was Oregon Underground Inc., with a bid of \$597,945.10. The contract was reviewed and approved by County Counsel. The Development Agency will oversee construction and administer the contract.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve and sign the contract with Oregon Underground Inc. for construction of the SE 70<sup>th</sup> Avenue improvements.

Respectfully submitted,



Dan Johnson  
Development Agency Manager

Placed on the March 19, 2015 Agenda by the Purchasing Division



LANE MILLER  
MANAGER

**PURCHASING DIVISION**

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

March 19, 2015

## MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **March 19, 2015** this contract with Oregon Underground Inc for the **70<sup>th</sup> Avenue Improvement Project** for the Clackamas County Development Agency. This project was requested by Ken Ite, Project Manager. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Thirty-five bid packets were sent out with fifteen bids received: Oregon Underground - \$597,945.10; 3 Kings Environmental - \$599,088.00; Nutter Corporation - \$629,699.22; R&R General Contractors - \$635,698.00; Eagle-Elsner - \$645,776.00; Thompson Bros Excavating - \$650,000.00; JW Underground - \$662,655.00; Westech Construction - \$663,338.00; CivilWorks NW - \$664,470.00; GT General Contracting - \$673,194.80; Olivas Valdez - \$675,045.00; Dirt & Aggregate Interchange - \$685,514.00; Kodiak Pacific Construction - \$724,724.00; Conway Construction - \$781,745.00; and Brown Contracting - \$873,361.00. After review of all bids, Oregon Underground Inc was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$597,945.10. All work is to be completed by December 31, 2015. This contract has been reviewed and approved by County Counsel. Funds for this project are covered under budget line 453-6630-00-481200-30313 for fiscal years 2014/2015 and 2015/2016.

Respectfully Submitted,

Kathryn M. Holder  
Purchasing Staff