

AGENDA

Thursday, March 19, 2020 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2020-17

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY PUBLIC HEARING

1. Public Hearing for the 2020 Housing Authority of Clackamas County Annual Plan (Jill Smith, Housing Authority Director)

II. HOUSING AUTHORITY CONSENT AGENDA

1. Approval to Execute a Temporary Easement Agreement between the Housing Authority and the Department of Transportation and Development
2. Requesting Approval to Respond to a Request for Proposals to host a Confluence Americorps Participant to Serve as the Food Security Coordinator Serving Residents of Public Housing
3. In the Matter of Writing off Uncollectible Accounts for the Third Quarter of Fiscal Year 2020

III. CITIZEN COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the meeting. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

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

NORTH CLACKMAS PARKS AND RECREATION DISTRICT (NCPRD)

1. Resolution No. _____ Approval of a North Clackamas Parks and Recreation District Supplemental Budget (Greater Than Ten Percent and Transfer of Appropriations) for FY 2019-20 (Elizabeth Gomez, NCPRD)

V. DISCUSSION ITEM

1. Approval of Deeds for the Transfer of Park Properties Pursuant to the Settlement Agreement with the City of Happy Valley (Jeffery Munns, County Counsel)

VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT CONSENT AGENDA

1. Board Order No. _____ Authorizing the North Clackamas Parks & Recreation District to Apply for a **Local Government Grant** from the Oregon Parks and Recreation Department for Development of Milwaukie Bay Park
2. Board Order No. _____ Authorizing the North Clackamas Parks & Recreation District to Apply for a **Land and Water Conservation Fund** Grant from the Oregon Parks and Recreation Department for Development of Milwaukie Bay Park
3. Approval of an Intergovernmental Agreement between North Clackamas Parks and Recreation and Oregon City School District for the Development and Ongoing Provision of Park Facilities at Jennings Lodge Elementary School
4. Approval of an Amendment to the Strategic Partnership and Use IGA between North Clackamas Parks and Recreation and North Clackamas School District for the Use of Shared Facilities

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

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Agreement with Clackamas County Circuit Court to provide Protective Order and Support Services – *CFCC*
2. Approval of a Letter of Agreement with CareOregon, Inc. for Crisis Respite Services – *Behavioral Health*
3. Approval of a Personal Services Contract with Cascadia Behavioral Healthcare for Crisis Respite Services - *Behavioral Health*
4. Approval of a Subrecipient Grant Agreement with CODA, Inc. for Housing Assistance Program Services - *Behavioral Health*

B. Finance Department

1. Approval of Software Services Agreement with zLink, Inc. for Building Information and Asset Management Software - *Procurement*
2. Resolution No. _____ Acknowledging Expenditures in Excess of Appropriations for Fiscal Year 2019 and Describing Corrective Action in Accordance with ORS 297.466

C. Elected Officials

1. Resolution No. _____ Appointing Justices of the Peace Pro Tempore for the Clackamas County Justice of the Peace District – *Justice Court*

D. Business & Community Services

1. Approval of the Rural Strategic Investment Zone (RSIZ) Standardized Agreement for Coho Distributing LLC, dba Columbia Distributing – *Economic Development*
2. Board Order No. _____ Approving Tax Foreclosed Properties for Declaration as Surplus – *Property Disposition*
3. Resolution No. _____ Authorizing Business & Community Services, Clackamas County Parks to Apply for a Local Government Grant from the Oregon Parks and Recreation Department for Rehabilitation of the Stone Creek Golf Club Irrigation Pond – *County Parks*

VIII. COUNTY ADMINISTRATOR UPDATE

IX. COMMISSIONERS COMMUNICATION

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

March 19, 2020

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Public Hearing on the Proposed 2020-2021 Housing Authority of Clackamas County Annual Plan

Purpose/Outcomes	A Public Hearing before the Housing Authority Board of Commissioners to review the past performance and to review the Proposed 2020-2021 Annual Plan
Dollar Amount and Fiscal Impact	\$14,500,000 for Section 8 Voucher funds, \$1,875,000 in Public Housing funds and \$1,160,000 in Capital Grants Program funds
Funding Source	U.S. Department of Housing and Urban Development No County General Funds are involved.
Duration	Effective July 1, 2020 through June 30, 2021
Previous Board Action	2019-2020 Annual Plan approved by the HACC Board on April 4, 2019 – Resolution No. 1937
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities 2. Build public trust through good government
Contact Person	Jill Smith, HACC Executive Director (503) 742-5336
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department requests a Public Hearing before the HACC Board to present HACC's policy changes, new goals and activities, progress on meeting goals and allow for public comment. This hearing will satisfy a U.S. Department of Housing and Urban Development (HUD) requirement that the public be given an opportunity annually to review the performance of the Housing Authority of Clackamas County and comment on the goals and objectives of the Annual Plan.

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

Capital Fund Program (CFP) is a grant that HUD provides for the development, modernization, and management of Public Housing. HACC is applying for and seeking Capital Funds in the amount of \$1,160,000 for 2020-21.

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

- The Annual Plan was developed in consultation with the Resident Advisory Board (RAB).
- The RAB is made up of residents from Public Housing and Section 8 programs. The RAB met on January 16th, 2020 to review the Plan.
- A summary of the policy changes were given to members of the RAB to distribute to their neighbors in Public Housing.
- HACC published a public notice in the Oregonian opening the Annual Plan for public review and comments from January 19, 2019 through March 5th, 2019.

- HACC published a notice in the Quarterly newsletter inviting residents to the RAB meeting, Public Hearing and notifying residents of the public review period. The Quarterly newsletter is mailed to every household living in Public Housing and emailed to families living in Section 8.
- The Plan was available at the HACC Administrative Office, HACC Property Management Offices, Clackamas County Oak Grove Library, and was posted on HACC's website.

The Public Hearing will consist of three parts:

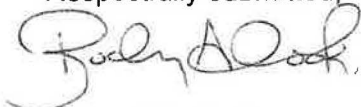
- 1) A review of the past performance of the Housing Authority of Clackamas County;
- 2) A review of the Proposed 2020-2021 HACC Annual Plan; and
- 3) An open discussion period during which citizens may testify on the plan or HACC's programs and actions.

RECOMMENDATION:

Staff recommends that the HACC Board take the following actions:

- 1) Hold a Public Hearing to review past performance of the Housing Authority of Clackamas County and to review the proposed 2020-2021 Annual Plan;
- 2) Direct Housing Authority staff to make any changes necessary as a result of the Board's consideration of testimony to the Proposed Plan, and prepare for Board approval of the Final 2020-2021 Annual Plan; and
- 3) Place approval of the 2020-2021 Annual Plan on the HACC Board consent agenda for adoption at a special meeting scheduled for April 2, 2020.

Respectfully submitted,

 HHS deputy / For

Richard Swift, Director
Health, Housing and Human Services

Attachments:

- Proposed 2019-2020 Annual Plan

Housing Authority of Clackamas County (HACC)

**Annual Plan
2020-2021**



**HACC Executive Director
Jill Smith**

Housing Authority of Clackamas County



Annual Plan 2020-2021

Effective Dates July 1, 2020 – June 30, 2021

Housing Authority of Clackamas County

Annual Plan 2020-2021

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

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

Definitions.

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

A. PHA Information.						
A.1	PHA Name: <u>Housing Authority of Clackamas County</u> PHA Code: <u>OR001</u> PHA Type: <input type="checkbox"/> Small <input checked="" type="checkbox"/> High Performer PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>07/2020</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Public Housing (PH) Units <u>545</u> Number of Housing Choice Vouchers (HCVs) <u>1817</u> Total Combined <u>2362</u> PHA Plan Submission Type: <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission					
<p>Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.</p> <p>PHA Plan, PHA Plan Elements, and Public Hearing Information can be found at the following locations:</p> <ol style="list-style-type: none"> 1) Housing Authority Administrative Office, 13930 S Gain Street, Oregon City, OR 97045 2) Housing Authority Clackamas Heights Property Management Office, 13900 S Gain Street, Oregon City, OR 97045 3) Housing Authority Hillside Property Management Office, 2889 Hillside Court, Milwaukie, OR 97222 4) Housing Authority Website: http://www.clackamas.us/housingauthority/plansandreports.html 5) Clackamas County Public Library located at 16201 S.E. McLoughlin, Oak Grove, OR 97222 6) Resident Advisory Boards (RAB) Members receive a hard copy of the full draft Annual Plan 7) RAB Members receive a summary of policy changes (hard copy) to hand out to other residents. 8) The summary of policy changes is emailed out to everyone and made available on our website <p><input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)</p>						
		Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program
						PH
						HCV
		Lead PHA:				
B. Annual Plan Elements						

<p>B.1</p>	<p>Revision of PHA Plan Elements.</p> <p>(a) Have the following PHA Plan elements been revised by the PHA since its last Annual PHA Plan submission? Y N <input checked="" type="checkbox"/> <input type="checkbox"/> Statement of Housing Needs and Strategy for Addressing Housing Needs (See Attachment C) <input checked="" type="checkbox"/> <input type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions (See Attached A, B, and D) <input type="checkbox"/> <input checked="" type="checkbox"/> Financial Resources <input checked="" type="checkbox"/> <input type="checkbox"/> Rent Determination (See Attachment A and B) <input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs <input type="checkbox"/> <input checked="" type="checkbox"/> Safety and Crime Prevention <input type="checkbox"/> <input checked="" type="checkbox"/> Pet Policy <input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation <input type="checkbox"/> <input checked="" type="checkbox"/> Significant Amendment/Modification</p> <p>(b) The PHA must submit its Deconcentration Policy for Field Office Review. See Attachment D</p> <p>(c) If the PHA answered yes for any element, describe the revisions for each element below. See Attachments referenced above</p>
<p>B.2</p>	<p>New Activities.</p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year? Y N <input type="checkbox"/> <input checked="" type="checkbox"/> Hope VI or Choice Neighborhoods <input checked="" type="checkbox"/> <input type="checkbox"/> Mixed Finance Modernization or Development <input checked="" type="checkbox"/> <input type="checkbox"/> Demolition and/or Disposition <input checked="" type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Tenant Based Assistance (Section 18 Demolition/Disposition) <input checked="" type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Project-Based Assistance under RAD <input checked="" type="checkbox"/> <input type="checkbox"/> Project Based Vouchers <input checked="" type="checkbox"/> <input type="checkbox"/> Units with Approved Vacancies for Modernization <input type="checkbox"/> <input checked="" type="checkbox"/> Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants)</p> <p>(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan.</p> <p>In 2018, HACC submitted a Section 18 Disposition application for Oregon City View Manor, a 100-unit Public Housing property located at 200 S. Longview Way, Oregon City. HACC plans to continue seeking a Section 18 Disposition for this site in 2020-2021. If approved, HACC will relocate all 100 households using Section 8 vouchers and the assistance of a relocation contractor. In addition, HACC plans to explore the feasibility of submitting a Rental Administration Demonstration (RAD) or Section 18 and RAD blended application as an alternative process for this property in 2020-2021.</p> <p>In 2018, HACC prepared and submitted a grant to Metro to develop a community plan for the redevelopment of the Clackamas Heights property, a 100-unit Public Housing property located at 13900 S. Gain St., Oregon City, OR 97045. HACC plans to explore the feasibility of submitting a Section 18, Straight RAD or Section 18 and RAD blended application as an alternative process for this property in 2020-2021.</p> <p>HACC submitted a RAD application for our Hillside Park project consisting of a 100-unit Public Housing property located in Milwaukie. The application was approved and the PHA received the CHAP on April 26, 2019. HACC is exploring the possibility of revising the application to utilize the Section 18 and RAD blend process instead of a straight RAD conversion. We anticipate this project may be a good candidate for a Section 18 Demolition and Disposition application and plan to pursue that application in 2020-2021. If approved, HACC will relocate all 100 households using Section 8 vouchers and the assistance of a relocation contractor. Finally, HACC is exploring the possibility of using disposition funds from the previous sale of scattered site properties to fund eligible activities related to the redevelopment of Hillside Park. Our application for a RAD conversion and Section 18 blend, in which we convert 100 units, with 70 under a RAD HAP contract and 30 under a regular PBV contract (including 5 de minimis units that are backfilled with regular PBVs) as part of the rehabilitation of Hillside Manor, located at 2889 SE Hillside Ct, Milwaukie, was approved and the project is moving forward toward construction closing in 2nd quarter 2020. Our RAD financing plan has been submitted and we are awaiting HUD approval.</p> <p>Lastly, HACC has 145 scattered sites throughout Clackamas County. We anticipate working with HUD and submitting an application to begin the process of a Section 18 Disposition and/or Demolition application for these sites in 2020. If approved, HACC will relocate all 145 households using Section 8 vouchers and the assistance of a relocation contractor.</p> <p>200 PBV's were approved by HUD for new development and rehabilitation projects. Request for proposals or awards of PBV are yet to be determined based on the Metro Affordable Housing Bond, the Hillside Redevelopment Plan (in initial phase of planning) and other development projects in the very early stages that are hopefully being developed in the next five (5) years. This is consistent with the PHA Plan to modernize, redevelop and demo/disposition) as our PHA Plan is required to align with the County's Consolidated Plan, Fair Housing Plan, Action Plan and Ten-Year Plan to end homelessness.</p> <p>Utilizing funds allocated to the Housing Authority from the Metro Affordable Housing Bond, HACC will expand its development capacity by hiring new staff to direct affordable housing development in the County. In addition to new staff, Metro Bond funds will be used to acquire and rehabilitate a facility located at 18000 Webster Road in Gladstone that will provide 50 units of housing for homeless and very low income individuals. As an implementing jurisdiction of the Metro Bonds, all bond resources allocated to Clackamas County will run through HACC. The goal for HACC is to support the development of at least 812 units of affordable housing throughout the eligible Metro boundary within the county. This support may include direct acquisition, development, and/or ownership by HACC or involve partnering with non-profit or for-profit developers to support the development of units throughout the eligible Metro boundary. HACC's strategy for reaching this goal is outlined in the 2019 Clackamas County Local Implementation Strategy (LIS).</p>

HACC is receiving \$1,333,000 in funding from Kaiser/Healthshare, for a pilot project. HACC will serve 80 households, with a member of the household 50+ and homeless, using HUD's definition, except if fleeing domestic violence and exiting an institution. The homeless individual will have one or more disabling conditions and/or referral from one or more systems of care/institutions. The funding will be used for rent assistance and to reduce barriers to housing. Rent assistance will be provided for twelve (12) months with the pilot lasting for two (2) years.

HACC is participating in the Permanent Supportive Housing (PSH) Development and Operational Team Technical Assistance Pilot Cohort sponsored by Oregon Housing and Community Service (OHCS). Participation in the six month Technical Assistance Pilot Cohort makes HACC eligible to apply for PSH Pilot funds to provide rental assistance and capital and services funding to support the Webster Road Redevelopment Project in Gladstone.

B.3 Progress Report.

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

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

- Applied for and received 15 additional VASH vouchers
- Applied for and received 50 additional Mainstream vouchers
- Applied for and received 7 New Foster to Youth Initiative (FYI) vouchers
- Applied for 50 Family Unification Program (FUP) Vouchers at this time awaiting to hear if awarded
- Continuing to leverage private and/or other public funds to create additional housing opportunities
- Working with a broker to acquire land for new construction of affordable housing
- Conducted a financial feasibility study for rehabilitation, disposition, or redevelopment of existing Public Housing properties
- As of 2019, our multi-phase Rental Administration Demonstration (RAD) application for the rehabilitation of Hillside Manor has been approved and the project is moving forward towards rehabilitation closing in Spring 2020. Our Rental Administration Demonstration (RAD) application for the redevelopment of Hillside Park has been submitted and we are awaiting HUD approval.
- Prepared and submitted a grant to Metro to develop a community plan for the Hillside Park property
- Prepared and submitted a grant to Metro to develop a community plan for the Clackamas Heights property
- Continued planning for the utilization of RAD & Demolition/Disposition Section 18 to improve & increase the number of affordable housing units
- Submitted a Section 18 Demo/Disposition application for Oregon City View Manor. This application is still in process with HUD.
- Rosewood Station is under construction with the first of six buildings scheduled for leasing in May 2019. Total affordable housing is 212 units. 20 of the units were awarded PBV.
- Clayton Mohr Commons Veteran's Housing project was completed and has 24 Project Based Vouchers.
- Northwest Housing Alternatives new campus of affordable housing was completed and includes 7 PBV units.
- Submitted a HUD Section 108 loan application & received loan approval to fund a variety of affordable housing projects including acquisition, new construction, and rehabilitation.
- Acquired the Webster Road property in Gladstone using Metro Bond funds. Working with development team to rehabilitate and redevelop the property to provide up to 50 units serving low income and homeless individuals 55+ and older. HACC plans to apply for Metro Housing Bonds, LIHTC, PSH pilot funds, PBVs, and HOME funds to support redevelopment efforts
- Participating in the Permanent Supportive Housing (PSH) Development and Operational Team Technical Assistance Pilot Cohort sponsored by OHCS. Participation in the six month Technical Assistance Pilot Cohort will allow HACC to apply for PSH Pilot funds to provide rental assistance and capital and services funding to support the Webster Road Redevelopment Project in Gladstone.

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

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

- Provided voucher mobility counseling
- Conducted outreach efforts to potential voucher landlords
- Revised payment standards to reduce the barriers to finding affordable housing
- Continuing our security deposit loan program for Section 8 families
- Provided higher payment standards for families needing ADA units.
- Maintain a list of ADA units within the County to assist families seeking housing

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

- HACC hosted free Fair Housing and Landlord Tenant Law trainings and plans to continue hosting free training
- Strengthened the partnership with Fair Housing Council of Oregon and continued distributing fair housing information
- Continued to partner with Housing Rights & Resources Program
- We offer training at Metro Multifamily and other Landlord Group Meetings on the Benefits of Rental Assistance
- Distributed Fair Housing Videos and Information to landlords participating in Section 8 through Landlord newsletter.
- Continuing to educate clients on Fair Housing Rights & provide Fair Housing brochures at Orientation meetings
- Continued attending State subcommittee meetings on Renters Rights and other nonprofit Renter Rights Advocacy Groups
- Aligned our 5-year plan with the County's 5-year Consolidated Plan & completed the Assessment of Fair Housing plan
- Closed and completed all FHEO findings
- Conduct trainings for staff on Fair Housing and Diversity Equity and Inclusion

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

- Maintained high performer status in Section 8
- Improved the physical environment in our public offices
- Streamlined administrative operations, creating efficiencies and improving customer service
- Maintain a robust client feedback system to gauge if improvements are needed
- Completed 76 capital fund rehabilitation projects. Three (3) of the 76 projects were substantial rehabilitations averaging \$125,000 per unit

	<p><input checked="" type="checkbox"/> Prepared and submitted a multi-phase Rental Administration Demonstration (RAD) application for the rehabilitation of Hillside Manor and the redevelopment of Hillside Park.</p> <p><input checked="" type="checkbox"/> Developed strategies for cross training staff to ensure we provide the highest level of service to clients we serve</p> <p><input checked="" type="checkbox"/> Attend RAD & LIHTC Compliance Trainings for new developments scheduled to come on line in 2020.</p> <p><input checked="" type="checkbox"/> Staff training on Diversity, Equity and Inclusion (DEI) via Meyer Memorial Trust Grant, required Mental Health First Aid Training of all staff, Trauma Informed Care training, Domestic Violence Training and Fair Housing Training.</p> <p>PHA Goal 5: Improve community quality of life and economic vitality by:</p> <p><input checked="" type="checkbox"/> Partnered with social service agencies to provide services to school aged youth</p> <p><input checked="" type="checkbox"/> Developed stronger partnerships with service providers who assist our elderly and/or disabled residents</p> <p><input checked="" type="checkbox"/> Continued to grow the community gardens program</p> <p><input checked="" type="checkbox"/> Encouraged Resident participation through Resident Associations</p> <p><input checked="" type="checkbox"/> Contracted with Clackamas County social services and other resident service providers to provide a variety of Public housing services using county provided general fund.</p> <p><input checked="" type="checkbox"/> Completed a Metro Grant to assist in the planning of the Hillside Park redevelopment, envisioned to be a mixed income community offering a variety of housing opportunities along a spectrum of affordability.</p> <p>PHA Goal 6: Promote self-sufficiency and asset development of families and individuals by:</p> <p><input checked="" type="checkbox"/> Continue to partner with local & regional workforce partners to increase the number of employed/under-employed persons in assisted housing</p> <p><input checked="" type="checkbox"/> Partnered with agencies to provide supportive services to increase independence for the elderly and families with disabilities</p> <p><input checked="" type="checkbox"/> Awarded Resident Opportunities Self Sufficiency (ROSS) grant</p> <p><input checked="" type="checkbox"/> Applied for and received renewal funding for the Family Self Sufficiency (FSS) grant</p> <p><input checked="" type="checkbox"/> Research and apply for future grants that provide services and enhance residents' quality of life</p> <p><input checked="" type="checkbox"/> Awarded a grant to implement a new credit building program for Public Housing residents.</p> <p><input checked="" type="checkbox"/> Established Memorandum of Understandings with area service agencies to provide outreach and housing stabilization services for families referred for Housing Choice Vouchers and Mainstream Vouchers.</p> <p><input checked="" type="checkbox"/> This year we implemented a new Credit Building Program for our Public Housing residents. If residents elect to enroll, HACC reports on-time rent payment, to the Credit Bureau's through a third party. This has been an effective way to support residents in their goals of becoming more financial stable and self-sufficient.</p>
<p>B.4. Most Recent Fiscal Year Audit.</p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y N <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, please describe:</p>	
Other Document and/or Certification Requirements.	
<p>C.1 Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan</p>	<p><u>Form 50077-ST-HCV-HP</u>, <i>Certification of Compliance with PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
<p>C.2 Civil Rights Certification.</p>	<p><u>Form 50077-ST-HCV-HP</u>, <i>Certification of Compliance with PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
<p>C.3 Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) provide comments to the PHA Plan?</p> <p>Y N <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>	
<p>C.4 Certification by State or Local Officials.</p>	<p><u>Form HUD 50077-SL</u>, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
D Statement of Capital Improvements. Required in all years for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).	
<p>D.1 Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD.</p>	<p>See HUD Form 50075.2 approved by HUD on 10/04/2018.</p>

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

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

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

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

B. Annual Plan.

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

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

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

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

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

Rent Determination. A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units, including applicable public housing flat rents, minimum rents, voucher family rent contributions, and payment standard policies. (24 CFR §903.7(d) – Attachments A and B show changes in policies affecting rent determination.

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

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

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

Substantial Deviation. PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. (24 CFR §903.7(r)(2)(i))

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

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

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

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

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

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

Demolition and/or Disposition. Describe any public housing projects owned by the PHA and subject to ACCs (including name, project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm. (24 CFR §903.7(h))

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

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

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

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

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

C. Other Document and/or Certification Requirements

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

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

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

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

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

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

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

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

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

ATTACHMENT A

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

Housing Authority of Clackamas County
Annual Plan 2020-2021

Chapter	Old Policy Language	New Policy Language	Summary
3 Page 3- 2	<p>3-I.B. FAMILY AND HOUSEHOLD [24 CFR 982.201(c); FR Notice 02/03/12, and Notice PIH 2014-20]</p> <p><u>HACC Policy</u> A family also includes Single-person Family: A single person who is 62 years old of age or over; or a single person who is disabled; or a single person who is displaced; or a single person who is in the process of securing legal custody of any individual under the age of 18 years; or a single woman who is pregnant.</p> <p>All other single persons may apply but will not be housed until all above listed single persons are housed.</p>	<p>3-I.B. FAMILY AND HOUSEHOLD [24 CFR 982.201(c); FR Notice 02/03/12, and Notice PIH 2014-20]</p> <p><u>HACC Policy</u> Single-person Family: A single person who is 62 years old of age or over; or a single person who is disabled; or a single person who is displaced; or a single person who is in the process of securing legal custody of any individual under the age of 18 years; or a single woman who is pregnant.</p> <p>All other single persons may apply but will not be housed until all above listed single persons are housed.</p> <p>A family also includes two or more individuals who are not related by blood, marriage, adoptions, other operation of law, but who either can demonstrate that they have lived together previously or certify that each individual's income and other resources will be available to meet the needs of family.</p> <p>Each family must identify the individuals to be included in the family at the time of application, and must update this information in writing if the family's composition changes.</p>	<p>Added language defining family beyond the HUD definition. Also requires that household is defined at application with only additions being for significant other or children or waiver for parents if needing care.</p>

4-9

Targeted Funding [24 CFR 982.204(e)]

HUD may award a PHA funding for a specified category of families on the waiting list. HACC must use this funding only to assist the families within the specified category. In order to assist families within a targeted funding category, the PHA may skip families that do not qualify within the targeted funding category. Within this category of families, the order in which such families are assisted is determined according to the policies provided in Section 4-III.C.

HACC Policy

HACC administers the following types of targeted funding:

- Mainstream HCV dedicated to non-elderly (must be over 18 or under 62 years of age) and disabled families.
- Shelter Plus Care (SPC) grant funding which requires a client be homeless and disabled at time of application; and
- VASH vouchers for qualified homeless veterans as determined by the U.S. Department of Veterans Affairs.

Targeted Funding [24 CFR 982.204(e)] keeping all old policy and adding:

- As awarded, HACC will administer Family Unification Program (FUP) vouchers or Foster Youth to Independence (FYI) vouchers. The FUP and FYI both serve youth that the Public Child Welfare Agency (DHS) has certified to be at least 18 years old, and not more than 24 years of age, and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5) (H) of the Social Security Act, and is homeless or is at risk of becoming homeless at age 16 or older. The FUP can also serve a family that DHS has certified as a family for whom the lack of adequate housing is a primary factor in the imminent placement of the family's child, or children, in/out-of-home care, or in the delay of discharge of a child, or children, to the family from out-of-home care, and that HACC has determined is eligible for a HCV.
- As awarded, Metro 300 Grant for 80 elderly (age 50 and older) disabled households in housing crisis as referred by service providers who commit to no less than 24 months of housing stabilization services through a Memorandum of Understanding (MOU) with the Housing Authority.

HACC continues to apply for new rental assistance program funding and when awarded is required to have language explaining the populations served by each funding source. Adding new funding sources

4-11

4-III.C. SELECTION METHOD

Local Preferences [24 CFR 982.207; HCV p. 4-16]

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

4-III.C. SELECTION METHOD

Local Preferences [24 CFR 982.207; HCV p. 4-16]

4. Families currently in the Public Housing program who have met the requirements for an emergency or administrative transfer but whose needs cannot be met within the Public Housing program through relocation.

Removed requirement that household must already be on the HCV wait list

4-11

4-III.C. SELECTION METHOD

Local Preferences [24 CFR 982.207; HCV p. 4-16]

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

4-III.C. SELECTION METHOD

Local Preferences [24 CFR 982.207; HCV p. 4-16]

5. HACC Public Housing Families who are under housed or in need of reasonable accommodation that Public Housing cannot accommodate through relocation.

Removed requirement that household must already be on the HCV wait list

4-11

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

6. Maximum of 33 dedicated vouchers (in addition to all vouchers awarded by HUD to serve homeless populations) to serve homeless persons per fiscal year (FY) (July 1st to June 30th). Families must be homeless at time of application. This preference can only come from direct referring agencies that have signed a Memorandum of Understanding (MOU) outlining the services to be offered to those referred. The referrals must originate from the Coordinated Housing Access (CHA) system **and have an HMIS identification number to show an intake was completed.** To be referred households must be actively engaged in services at time of voucher issue. Vouchers will be distributed first come, first served order. Unused Preference slots do not carry over to the next fiscal year.

Simplified and added language requiring HMIS identification number to show family originated off the CHA.

serve families that at time of entry met the definition of homeless and verification of that status can be provided at application. To be referred households must be actively engaged in services at time of voucher issue. Vouchers will be distributed first come, first served order. Unused Preference slots do not carry over to the next fiscal year.

4-12

4-III.C. SELECTION METHOD

Local Preferences [24 CFR 982.207; HCV p. 4-16]

8. Maximum of 10 dedicated vouchers per year within a fiscal year (July 1st to June 30th) for households referred **by a Clackamas County Continuum of Care Permanent Supportive Housing (PSH)** provider that has entered into an MOU with HACC and applicant has been deemed by the provider to be in less need for supportive services. The household must be considered a candidate that is graduating off the PSH and that at time of entry into the PSH program were homeless and/or disabled. Unused Preference slots do not carry over to the next fiscal year.

4-III.C. SELECTION METHOD

Local Preferences [24 CFR 982.207; HCV p. 4-16]

8. Maximum of 10 dedicated vouchers per year within a fiscal year (July 1st to June 30th) for households referred by a provider that has entered into a Supportive Services MOU with HACC and applicant has been deemed by the provider to be in less need for supportive services. The household must be considered a candidate that is graduating off the PSH and that at time of entry into the PSH program were homeless and/or disabled. Unused Preference slots do not carry over to the next fiscal year.

Removed requirement that must be a CoC PSH provider as this was a barrier to many SPMI clients.

5-9

5-II.B. DETERMINING FAMILY UNIT (VOUCHER) SIZE [24 CFR 982.402]

- A separate bedroom will be allocated for a single head of household with children. The two per bedroom will be required thereafter regardless of gender or age of the remaining household members.

5-II.B. DETERMINING FAMILY UNIT (VOUCHER) SIZE [24 CFR 982.402]

Delete language

Removed extra bedroom for single head of household with child(ren). Making Occupancy two per room regardless of age, sex, or generation.

6
6-41

6-II.F. CHILD CARE EXPENSE DEDUCTION

HUD defines *child care expenses* at 24 CFR 5.603(b) as –amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

6-II.F. CHILD CARE EXPENSE DEDUCTION (keeping current language and adding the following)

If the child is disabled and over age 13, HACC may consider this a disability assistance expense and refer to unreimbursed reasonable attendant care in excess of 3% of annual income (reference 5.611(a)(3)(ii)) **but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for services provided in the private market.**

Aligning this policy with Section 8 where disabled and over 13 years old children can get child care disability assistance.

10-7

Housing Assistance Payments [24 CFR 982.311(d)]

When a family moves out of an assisted unit, HACC may not make any housing assistance payment to the owner for any month **after** the month the family moves out. The owner may keep the housing assistance payment for the month when the family moves out of the unit.

Housing Assistance Payments [24 CFR 982.311(d)]

When a family moves out of an assisted unit, HACC may not make any housing assistance payment to the owner for any month **after** the month the family moves out. The owner may keep the housing assistance payment for the month when the family moves out of the unit.

HACC Policy

HACC will pursue a prorated Housing Assistance Payment (HAP) whenever possible for mid-month moves. Should a family give advance notice to vacate mid-month, only prorated rent will be paid.

Add language that identifies current practice used to try and save funding.

10-7

Zero HAP Families Who Wish to Move [24 CFR 982.455]

HACC Policy

If the family voluntarily moves while at zero HAP their voucher terminates automatically. The family is choosing to move without assistance.

Zero HAP Families Who Wish to Move [24 CFR 982.455]

A participant who is not receiving any subsidy, but whose HAP contract is still in force, may request a voucher to move to a different unit. The PHA must issue a voucher to move unless it has grounds to deny assistance under the program regulations. However, if the PHA determines no subsidy would be paid at the new unit, the PHA may refuse to enter into a HAP contract on behalf of the family.

HACC Policy

If a zero HAP family requests to move to a new unit, the family may request a voucher to move. However, if no subsidy will be paid at the unit to which the family requests to move, the PHA will not enter into a HAP contract on behalf of the family for the new unit.

Required change for compliance which allows Zero HAP families to move with assistance if subsidy would be paid at new unit.

11-11 Required Reporting Remained Unchanged

HUD regulations give HACC the freedom to determine the circumstances under which families will be required to report changes affecting income.

HACC Policy

Families are required to report all increases in income (including new employment or change of employment), and assets within 7 business days of the date the change takes effect.

The PHA will only conduct interim examinations that result in an increase in income under the following circumstances:

- 1) For families that qualify for the earned income disallowance (EID), and only when the EID family's share of rent will change as a result of the increase.
- 2) For families participating in the FSS program when the increase is due to an increase in earned income that will result in an increase in escrow credit.
- 3) When changes in income have not been reported to the PHA in a timely manner (within 7 business days of the change). In this situation, the PHA will conduct an interim reexamination and will make the change in tenant rent retroactive to the first of the month following the month when the change occurred. The family will be required to enter into a repayment agreement with the PHA for the overpaid assistance.
- 4) When the family previously had been at zero income.

In all other cases, the PHA will note the information in the tenant file, but will not conduct an interim reexamination.

RAB Notification of Midyear Change not Done

Mid-Year Change was not adopted, HACC continues to administer per HACC policy in column one.

Notifying RAB that a midyear change was not adopted, pending HUD regulatory direction.

16-4 Updating Payment Standards

Updating Payment Standards

HACC may establish multiple payment standards by area to encourage lease up in low poverty census tracts. Area payment standards may need to apply for exception payment standards if needed to ensure the success of deconcentrating poverty.

Adding language so HACC can establish payment standard by area.

16-4

None

Voluntary Use of Small Area FMRs [24 CFR 982.503, Notice PIH 2018-01]

PHAs that administer vouchers in a metropolitan area where the adoption of small area FMRs (SAFMRs) is not required may request approval from HUD to voluntarily adopt SAFMRs. SAFMRs may be voluntarily adopted for one or more zip code areas.

HACC Policy

HACC will not voluntarily adopt the use of SAFMRs.

Adding required language and made decision to not adopt SAFMRs

17-36

17-VIII.B. RENT LIMITS [24 CFR 983.301]

HACC Policy

HACC's goal is to provide as many families with vouchers as possible. Given the budget limitations of the program, HACC must implement policies that control its HAP expenditures.

The rent to owner must not exceed the lowest of the following amounts:

- An amount determined by the PHA, not to exceed applicable payment standard for the unit bedroom size minus any utility allowance
- The reasonable rent; or
- The rent requested by the owner.
- For PBV rent approved prior to April 1, 2019, the initial rent to owner will not fall below the subsidy layering review initial approved rent by HUD.

17-VIII.B. RENT LIMITS [24 CFR 983.301]

HACC Policy

HACC's goal is to provide as many families with vouchers as possible. Given the budget limitations of the program, HACC must implement policies that control its HAP expenditures.

The rent to owner must not exceed the lowest of the following amounts:

- An amount determined by the PHA, not to exceed applicable payment standard for the unit bedroom size minus any utility allowance
- **For projects serving homeless or other high needs population requiring permanent supportive housing that would require the increase, not to exceed 110% of FMR;**
- The reasonable rent; or
- The rent requested by the owner.
- For PBV rent approved prior to April 1, 2019, the initial rent to owner will not fall below the subsidy layering review initial approved rent by HUD.

Added language to allow properties that serve disabled populations with services on site 110% of FMR.

ATTACHMENT B
Summary of Proposed Admissions & Continued Occupancy Plan Policy Changes
Effective upon Board Approval

Housing Authority of Clackamas County
Annual Plan 2020-2021

Chapter	Old Policy Language	New Policy Language	Summary
3 Page 3-2	<p>3-I.B. FAMILY AND HOUSEHOLD [24 CFR 5.105(a)(2), 24 CFR 5.403, FR Notice 02/03/12, and Notice PIH 2014-20]</p> <p><u>HACC Policy</u> A family also includes Single-person Family: A single person who is 62 years old of age or over; or a single person who is disabled; or a single person who is displaced; or a single person who is in the process of securing legal custody of any individual under the age of 18 years; or a single woman who is pregnant.</p> <p>All other single persons may apply but will not be housed until all above listed single persons are housed.</p>	<p>3-I.B. FAMILY AND HOUSEHOLD [24 CFR 5.105(a)(2), 24 CFR 5.403, FR Notice 02/03/12, and Notice PIH 2014-20]</p> <p><u>HACC Policy</u> Single-person Family: A single person who is 62 years old of age or over; or a single person who is disabled; or a single person who is displaced; or a single person who is in the process of securing legal custody of any individual under the age of 18 years; or a single woman who is pregnant.</p> <p>All other single persons may apply but will not be housed until all above listed single persons are housed.</p> <p>A family also includes: Two or more individuals who are not related by blood, marriage, adoptions, other operation of law, but who either can demonstrate that they have lived together previously or certify that each individual's income and other resources will be available to meet the needs of family.</p> <p>Each family must identify the individuals to be included in the family at the time of application, and must update this information if the family's composition changes.</p>	<p>Adding language with definition on family composition.</p>
3 Page 3-28	<p>3-III.D. SCREENING Resources Used to Check Applicant Suitability [PH Occ GB, pp. 47-56]</p> <p><u>HACC Policy</u> PHA and landlord references for the past five years, gathering information on</p>	<p>3-III.D. SCREENING Resources Used to Check Applicant Suitability [PH Occ GB, pp. 47-56]</p> <p><u>HACC Policy</u> PHA and landlord references for the past two years, gathering information on whether the applicant kept</p>	<p>Changing amount of time from five to two years.</p>

whether the applicant kept a unit clean, safe and sanitary; whether they violated health or safety codes; whether any damage was done by the applicant to a current or previous unit or the development, and, if so, how much the repair of the damage cost; whether the applicant's housekeeping caused insect or rodent infestation; and whether the neighbors complained about the applicant or whether the police were ever called because of disturbances.

a unit clean, safe and sanitary; whether they violated health or safety codes; whether any damage was done by the applicant to a current or previous unit or the development, and, if so, how much the repair of the damage cost; whether the applicant's housekeeping caused insect or rodent infestation; and whether the neighbors complained about the applicant or whether the police were ever called because of disturbances.

4 Page 4-2	<p>4-I.B. APPLYING FOR ASSISTANCE <u>HACC Policy</u> When a site based wait list is open, between the date of application and the availability of unit, a two-step process will be used for all applications.</p>	<p>Removing word site based</p>	<p>One Wait list instead of limiting options based on location and unit size.</p>
4 Page 4-6	<p>4-I.B. APPLYING FOR ASSISTANCE <u>HACC Policy</u> HACC will maintain site-based waiting lists....</p>	<p>Changing to: <u>HACC Policy</u> HACC will maintain one wait list for its entire portfolio and will serve families based on Occupancy Standard and Unit Size. HACC will pull applicants based on composition that meets the vacant unit size.</p>	<p>One Wait list allows families that change over time to meet get into housing that meets their needs faster not limiting locations.</p>
4 Page 4-6	<p>4-II.B. ORGANIZATION OF THE WAITING LIST <u>HACC Policy</u> HACC has no Public Housing Preferences for its site based waiting lists. HACC has a Homeless preference referral only waitlist. Clackamas Coordinated Housing Access (CHA) will provide the referral for the Homeless Preference waitlist.</p>	<p>4-II.B. ORGANIZATION OF THE WAITING LIST <u>HACC Policy</u> HACC has a Homeless preference referral for households who have originated off the Coordinated Housing Access (CHA) system as homeless or at risk of homelessness who are being served by a service provision partner with an MOU in place with HACC to provide housing retention and other vital services.</p>	<p>Removed language stating HACC does not have Preferences. Clarify language to state that HACC will take referral for households who have originated off the Coordinated Housing Access (CHA) system as homeless or at risk of homelessness who are being served by a service provision partner.</p>

Homeless Preference

HACC Policy

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

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

Homeless Preference

HACC Policy

HACC will offer no more than two vacancies per Public Housing property (Clackamas Heights, OCVM and Hillside Park) per fiscal year (FY) (July 1st to June 30th) to households referred by an entity who has entered into a Memorandum of Understanding (MOU) to provide services to homeless or at risk of homelessness families who have originated off the Coordinated Housing Access (CHA) system as homeless or at risk of homelessness. Families include single member households. The MOU requires one-on-one case management for not less than 2 years following the household's successful screening and housing placement. Services provided must focus on housing stabilization and retention and may include but is not limited to: assistance with timely rental payments, assistance with timely utility payments, deposit assistance, mediation services, mental health and addiction referrals for services, Worksource and SOAR connection, and financial and budgeting education services and other services that will help the family to achieve their individual goals. Referred applicants must be willing and able to immediately enter into a lease upon successful screening. HACC will use the ACOP Eligibility screening criteria to determine if the referred family qualify for the Public Housing program.

Updated language to show that HACC will be accepting referrals of homeless applicant or homeless exiting from a program in which they were homeless at entry.

training, and must pass HACC screening criteria.

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

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

1. Any family that is living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, emergency shelter); or

2. Any family that is living in a public or private place not meant for human habitation.

3. Any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence.

4 4-15	PLACEMENT ON THE WAITING LIST HACC will accept each qualified application for the preference received by Clackamas County Coordinated Housing Access (CHA) program, in which the preliminary assessment of the family's eligibility was determined. Applicants whom qualify for the preference will be placed on the waiting list which will be maintained by HACC. The waiting list will always remain open for those applicants who qualify for the preference. No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list.
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Removed language

Homeless Preference language no longer needed as it was incorporated into the main policy.

<p>5 Page 5-2</p>	<p>5-I.B. DETERMINING UNIT SIZE <u>HACC Policy</u></p> <ul style="list-style-type: none"> A separate bedroom will be allocated for a single head of household with children. The two per bedroom will be required thereafter regardless of gender or age of the remaining household members. <p>c) A family consisting solely of a pregnant woman will be treated as a one person household;</p>	<p>5-I.B. DETERMINING UNIT SIZE Delete language</p>	<p>Removed extra bedroom for single head of household with child(ren). This will make it 2 per bedroom regardless of age, sex, generation or any other consideration.</p>
<p>5 Page 5-4</p>	<p>5-I.B. DETERMINING UNIT SIZE <u>HACC Policy</u></p> <p>HACC has no Public Housing units larger than four-bedroom units. Should the family size increase to the point where a five-bedroom unit is required, the family will be issued a Housing Choice Voucher, if available. If the term of the voucher expires and the family still has not moved, the Housing Authority will take steps to terminate the lease agreement, unless this is waived by the Executive Director. A waiver will only be considered in the most unique of circumstances.</p>	<p>5-I.B. DETERMINING UNIT SIZE <u>HACC Policy</u></p> <p>HACC has no Public Housing units larger than four-bedroom. Therefore, HACC must deny entry to any household larger than nine (9) family members at time of completing eligibility screening for waiting list applications.</p>	<p>HACC is clarifying this policy and make it easier to understand that HACC maximum allowed number of people, which can be housed in its largest 4 bedroom unit, is 9 people.</p>
<p>6 6-41</p>	<p>6-II.F. CHILD CARE EXPENSE DEDUCTION</p> <p>HUD defines <i>child care expenses</i> at 24 CFR 5.603(b) as –amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to</p>	<p>6-II.F. CHILD CARE EXPENSE DEDUCTION (keeping current language and adding the following)</p> <p>If the child is disabled and over age 13, HACC may consider this a disability assistance expense and refer to unreimbursed reasonable attendant care in excess of 3% of annual income (reference 5.611(a)(3)(ii)) but only where such</p>	<p>Aligning this policy with Section 8 where disabled and over 13 years old children can get child care disability assistance.</p>

further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. ||

care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for services provided in the private market.

9
9-6

9-I.D. CONDUCTING ANNUAL REEXAMINATIONS

Criminal Background Checks

PHA Policy

At the annual reexamination, the PHA will ask whether the tenant, or any member of the tenant's household, is subject to a lifetime sex offender registration requirement in any state. The PHA will use the Dru Sjodin National Sex Offender database to verify the information provided by the tenant.

9-I.D. CONDUCTING ANNUAL REEXAMINATIONS

Criminal Background Checks

HACC Policy

At this time, HACC is asking head of household members to identify if any member of the household has been convicted of a crime in the last 12 months or if a member of your household is subject to a lifetime registration as a registered sex offender as part of the Annual recertification packet. This question will be included as part of the Annual Recertification packet. Family members age 15 and older must sign a Criminal Background release at Annual.

We are updating the language to align it with Section 8 and the information on the annual forms.

9 Page 9-13	HACC-initiated Interim Reexaminations <u>HACC Policy</u> HACC will conduct interim reexaminations in each of the following instances: For families receiving the Earned Income Disallowance (EID), HACC will conduct an interim reexamination at the start, to adjust the exclusion with any changes in income, and at the conclusion of the 24-month eligibility period. If the family has reported zero income, HACC will conduct an interim reexamination every 4 months as long as the family continues to report that they have no income.	HACC-initiated Interim Reexaminations <u>HACC Policy</u> HACC will conduct interim reexaminations in each of the following instances: For families receiving the Earned Income Disallowance (EID), HACC will conduct an interim reexamination at the start, to adjust the exclusion with any changes in income, and at the conclusion of the 24-month eligibility period.	Reduce work load requirement of checking every quarter and family already is required to report within 7 days if there is a change of income such as employment, Social Security Award, or child support.
9 Page 9-14	Required Reporting HUD regulations give HACC the discretion to determine the circumstances under which families will be required to report changes affecting income. HACC Policy Families are required to report all increases in income (including new employment or change of employment), and assets within 7 business days of the date the change takes effect. HACC will only conduct interim reexaminations that result in an increase in income under the following circumstances: 1) For families that qualify for the earned income disallowance (EID), and only when the EID family's share of rent will change as a result of the increase. 2) When changes in income have not been reported to HACC in a timely manner (within 7 business days of the change). In this situation, HACC will conduct an interim reexamination and will make the change in tenant rent retroactive to the first of the month following the month when the change occurred. The family will be required to enter into a	Required Reporting (keeping all old language and adding the following :) 4) For families participating in the FSS program when the increase is due to an increase in earned income that will result in an increase in escrow credit.	Adding new language for PH newly adopted FSS program participation.

repayment agreement with HACC for the overpaid assistance.

3) When the family previously had been at zero income.

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Over-Income Families [24 CFR 960.261 and FR Notice 7/26/18; Notice PIH 2019-11]

The Housing Opportunity through Modernization Act (HOTMA) of 2016 placed an income limitation on public housing tenancies. The over-income requirement states that after a family's adjusted income has exceeded 120 percent of area median income (AMI) (or a different limitation established by the secretary) for two consecutive years, the PHA must either terminate the family's tenancy within six months of the determination, or charge the family a monthly rent that is the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit, including amounts from the operating and capital funds, as determined by regulations.

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

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Notice PIH 2019-11 also requires that PHAs publish over-income limits in their ACOP and update them no later than 60 days after HUD publishes new income limits each year. The over-income limit is calculated by multiplying the very low-income limit (VLI) by 2.4, as adjusted for family size.

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

HACC is choosing to terminate an over-income family. This will allow HACC to continue serving low income families who need housing.

HACC Policy

HACC will evict or terminate the tenancies of families whose income exceeds the income limit for program eligibility as described at 24 CFR 960.261.

HACC will rely on the over-income limits as published on HACC's website <https://www.clackamas.us/housingauthority/section8.html>. These numbers will be updated within 60 days of HUD publishing new income limits each year and will be effective for all annual and interim reexaminations once these policies have been adopted.

Attachment C

Statement of Housing Needs and Strategy for Addressing Housing Needs

Introduction

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

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

Local Efforts

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

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

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

Regional Efforts

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

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

Statewide Goals of the Fair Housing Council of Oregon:

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

Oregon state laws have changed:

- Senate Bill 608: prohibits landlord from terminating month to month tenancy without cause after 12 months of occupancy. Provides exception for certain tenancies on building or lot used by landlord as residence.

Attachment C
Statement of Housing Needs and Strategy for Addressing Housing Needs

Allows landlord to terminate tenancy with 90 days' written notice and payment of one month's rent under certain conditions. Exempts landlord managing four or fewer units from payment of one month's rent.

Provides that fixed term tenancy becomes month-to-month tenancy upon ending date if not renewed or terminated. Allows landlord to not renew fixed term tenancy if tenant receives three lease violation warnings within 12 months during term and landlord gives 90 days' notice. Limits rent increases for residential tenancies to one per year. Limits maximum annual rent increase to seven percent above annual change in consumer price index. Requires Oregon Department of Administrative Services to publish maximum annual rent increase percentage.

- Measure 102 <https://www.opb.org/news/article/oregon-measure-102-affordable-housing-result/>

Clackamas County Actions Taken in 2019-2020 and Analysis of Impact

Strategy	Primary Partners (Lead in BOLD)	Accomplishments
Commit to countywide and regional support to continue and enhance enforcement of fair housing laws	SSD HACC CDD	Clackamas County Social Services Division, SSD has annual contracts with the Fair Housing Council of Oregon FHCO and Legal Aid Services of Oregon (LASO) to provide enforcement of fair housing laws. FHCO assisted 209 people with housing information. 31 (15%) were Latino and 12 (6%) were African American.
Improve access to fair housing information	SSD CDD HACC	Clackamas County Community Development Division, CDD has met with regional partners and the Fair Housing Council of Oregon to coordinate Fair Housing activities, develop a centralized resource and to develop fair housing materials in multiple languages and formats.
Expand opportunities for tenants using Housing Choice Vouchers	HACC	The Housing Authority of Clackamas County, HACC has landlord outreach materials posted on the HACC website: https://www.clackamas.us/housingauthority/landlords.html Outreach for events and trainings were done by the following: <ul style="list-style-type: none"> • Direct email invitations to our landlord email list • Announcements on the Metro Multi Family Calendar of events • Fair Housing Council of Oregon Announcements • Promoted on HACC Website • Word of mouth through property management companies, etc Landlord Newsletters continues to be distributed and posted on HACC's website.
Ensure the HACC conducts targeted outreach to underrepresented & protected class for upcoming waitlist opening	HACC	HACC is opening it's waiting lists in 2020 and plans to add new applicants to the Housing Choice Voucher Section 8 waitlist and several of the Public Housing waitlists.

Housing Needs

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

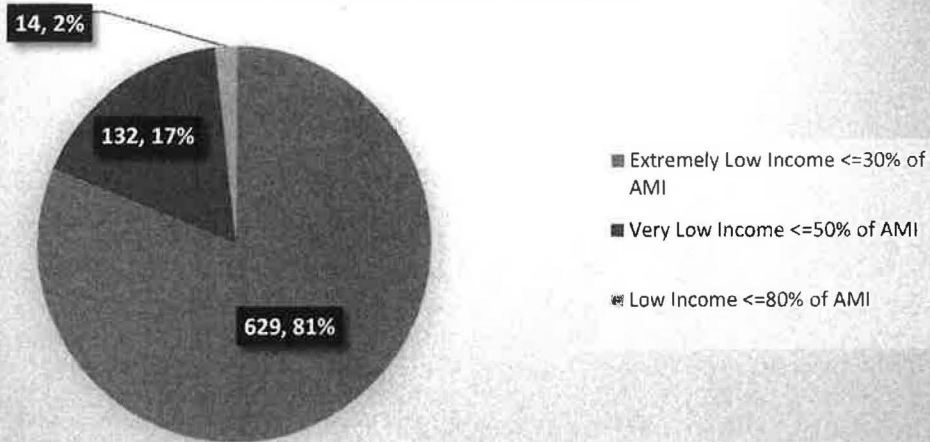
Attachment C
Statement of Housing Needs and Strategy for Addressing Housing Needs

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

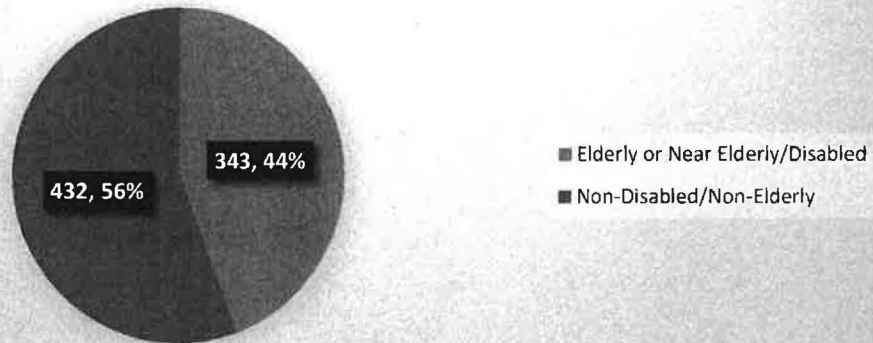
Housing Needs of Families on the Waiting List: Housing Choice Voucher and Public Housing		
	# of Families	% of Total Families
Waiting List Total	775	100%
Section 8 Waiting List	277	36%
Public Housing Waiting List	498	64%
Extremely Low Income <= 30% of AMI	629	81%
Very Low Income <= 50% of AMI	132	17%
Low Income <= 80% of AMI	14	2%
Above 80% of AMI	0	0%
Elderly or Near Elderly/Disabled	343	44%
Non-Elderly / Non-Disabled	432	56%
White	588	71%
Black/African American	139	17%
American Indian/Alaska Native	38	5%
Asian	18	2%
Native Hawaiian/Pacific Island	15	2%
Race Other or Declined	26	3%
Hispanic	67	9%
Non-Hispanic	708	91%
Characteristics by Bedroom Size		
1 BR	381	49%
2 BR	211	27%
3 BR	125	16%
4 BR	45	6%
5 BR (Section 8 only)	9	1%
6 BR (Section 8 only)	4	1%

Attachment C
Statement of Housing Needs and Strategy for Addressing Housing Needs

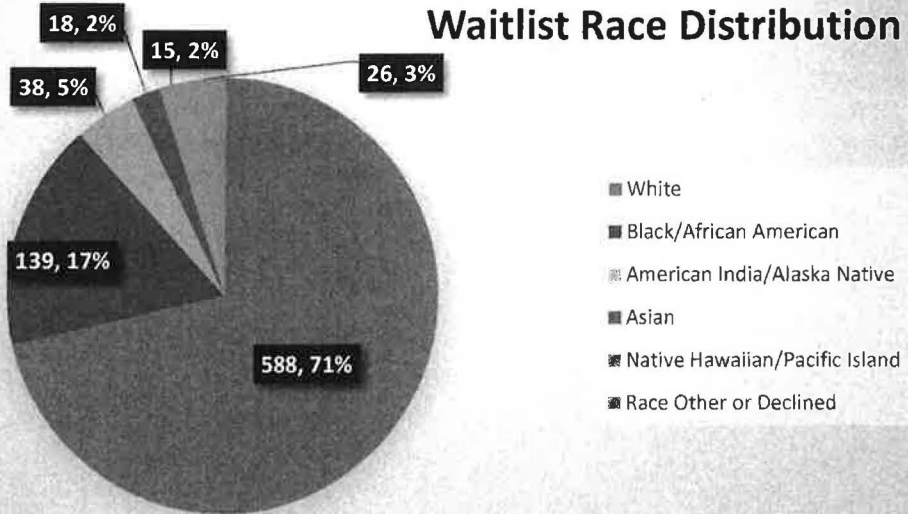
Waitlist Income Distribution



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

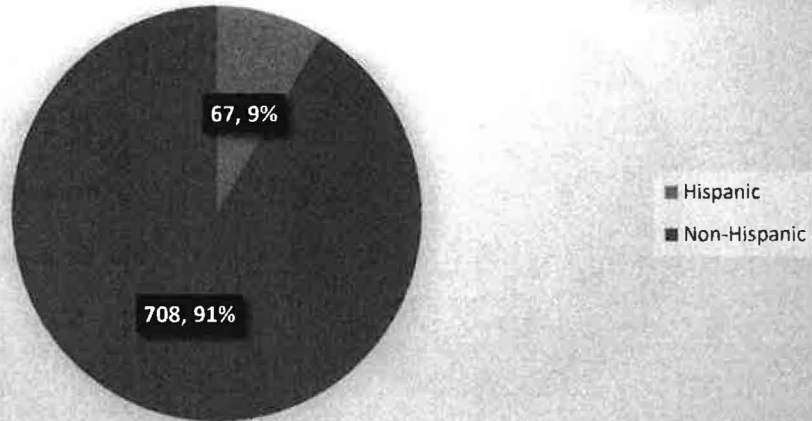


Waitlist Race Distribution

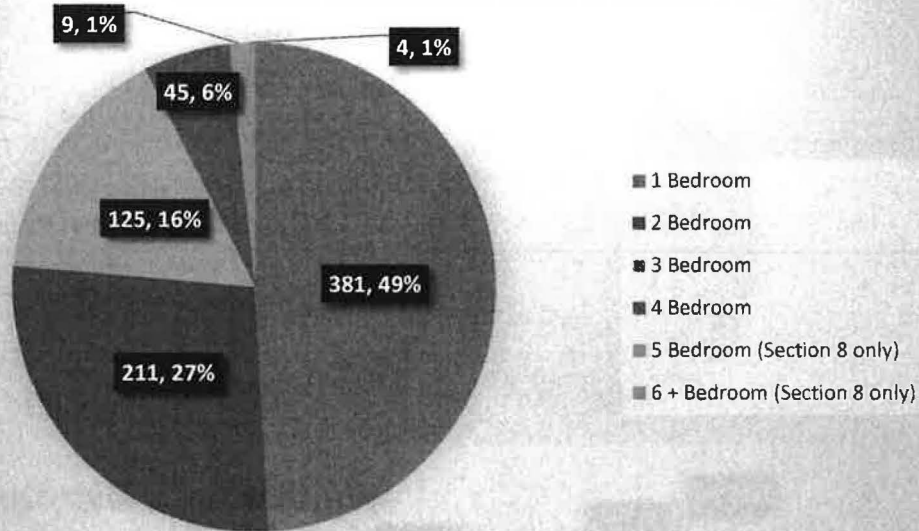


Attachment C
Statement of Housing Needs and Strategy for Addressing Housing Needs

Waitlist Ethnicity Distribution



Waitlist Bedroom Size Distribution



Deconcentration Policy

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

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

Attachment E

2019 Capital Fund Completed Projects

- Project # 19004 – OCVM/SS Roof Project - \$163,322.78
- Project # 19005 – Clackamas Hts. Decks - \$126,688.72
- Project # 19006 – Scattered Sites Furnace Project - \$86,500.00
- Project # 19009 – Asbestos Abatement Services - \$50,000.00
- Project # 19010 – Asbestos Air Monitoring Services - \$30,000.00
- Project # 19011 – Modernization of 9680 74th - \$132,503.21
- Project # 19012 – HACC Wide Flooring - \$250,000.00

2020 Proposed Capital Fund Projects

- On Demand Moving Contract - \$25,000.00
- On Demand Cabinet Contract - \$125,000.00
- Scattered Sites Fencing Project - \$175,000.00
- On Demand Flatwork Project - \$135,000.00
- Hillside Manor Elevator Upgrades - \$700,000.00

Healthy Families. Strong Communities.

P.O. Box 1510, 13930 S. Gain Street, Oregon City, OR, 97045-0510 • Phone (503) 655-8267 • Fax (503) 655-8676

Housing Authority of Clackamas County
Annual Plan 2020-2021

TDD: 503-655-8639 www.clackamas.us/housingauthority

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**Attachment F
Housing Authority of Clackamas County
2020 Capital Fund Budget Summary**

Acct #	2018 Capital Fund Budget	Total Budgeted Costs							
1406	HA-Wide Operations (20% Max)	306,398.50							
1408	HA-Wide Management Improvement	500.00							
	Administration (10% Max w/o in house A&E)								
1410	Central Office, Capital Fund adm	122,559.40							
1410	CFP Capital Improvement Coordinator A&E design work								
1411	Audit	6,500.00							
	PHA Wide Fees and Costs								
1430	Architectural, engineering, consulting; mold asbestos testing & remediation, other related expenses	25,000.00							
	PHA Wide Site Improvements								
1450	Paving, fencing, landscape, garden, utilities, 504 accomodation	15,000.00							
	PHA Wide Dwelling Improvement								
1460	Cabinets, doors, plumbing, HVAC, siding windows, roofs, kitchens, porches, patios, 504 accomodations	744,779.10							
	PHA Wide Dwelling Equipment								
1465	Ranges and refrigerators	0.00							
	PHA Wide Non-Dwelling Equipment								
1475	Tools, equipment, furnishings, vehicles, Office equipment	1,000.00							
1495	Relocation Costs	10,000.00							
	Asset Managed Properties - specific projects								
1450	Site Work (concrete, drive, walks, landscape, drainage	0.00							
1460	Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring etc.)	0.00							
1460	Energy Improvements per Energ	0.00							
1470	Non-Dwelling Renovation (flooring, HVAC, windows, siding, cabinets, paint, etc.)	0.00							
	Grand Total Capital Fund Budget	1,231,737.00							

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

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

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

ATTACHMENT H

Violence Against Women (VAWA) Statement

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

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

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

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

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

Jill Smith, Executive Director

Date

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

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

C. PBV Resident Rights and Participation.

1. **No Rescreening of Tenants upon Conversion.** Pursuant to the RAD Statute, at conversion, current households cannot be excluded from occupancy at the Covered Project based on any rescreening, income eligibility, or income targeting. With respect to occupancy in the Covered Project, current households in the Converting Project will be grandfathered for application of any eligibility criteria to conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion.³² Post-conversion, the tenure of all residents of the Covered Project is protected pursuant to PBV requirements regarding continued occupancy unless explicitly modified in this Notice (e.g., rent phase-in provisions). For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Thus, 24 CFR § 982.201, concerning eligibility and targeting of tenants for initial occupancy, will not apply for current households. Once the grandfathered household moves out, the unit must be leased to an eligible family. MTW agencies may not alter this requirement. Further, so as to facilitate the right to return to the assisted property, this provision shall apply to current public housing residents of the Converting Project that will reside in non-RAD PBV units or non-RAD PBRA units placed in a project that contain RAD PBV units or RAD PBRA units. Such families and such contract units will otherwise be subject to all requirements of the applicable program, specifically 24 CFR § 983 for non-RAD PBV units and the PBRA requirements governing the applicable contract for non-RAD PBRA units.³³

2. **Right to Return.** See section 1.4.A.5(ii) and the RAD Fair Housing, Civil Rights, and Relocation Notice regarding a resident’s right to return.

3. **Renewal of Lease.** Since publication of the PIH Notice 2012-32 Rev 1, the regulations under 24 CFR part 983 have been amended requiring Project Owners to renew all leases upon lease expiration, unless cause exists. MTW agencies may not alter this requirement.

4. **Phase-in of Tenant Rent Increases.** If a tenant’s monthly rent increases by more than the greater of 10 percent or \$25 purely as a result of conversion, the rent increase will be phased in over 3 or 5 years. To implement this provision, HUD is specifying

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

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

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

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

Three Year Phase-in:

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

Five Year Phase in:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. PBV: Other Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.7 Special Provisions Affecting Conversions to PBRA

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

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

A. PBRA Contract Terms.

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

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

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



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

ASSISTANT SECRETARY FOR HOUSING-
FEDERAL HOUSING COMMISSIONER

Special Attention of:

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

Notice H 2014-09
PIH 2014-17

Issued: July 14, 2014

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

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

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

1. Purpose

This Notice provides public housing agencies (PHAs)¹ and their partners with information and resources on applicable program and relocation assistance requirements when planning for or implementing resident moves as a result of a **Rental Assistance Demonstration (RAD) conversion**² under the first component of the demonstration.³ This Notice provides guidance on RAD relocation requirements and requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA), as they relate to the public housing conversion process under the first component.⁴

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

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

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

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

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

2. Background

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

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

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

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

3. Applicable Legal Authorities

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

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

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

4. Relocation Planning

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

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

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

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

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

5. Resident Right to Return

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

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

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

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

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

Examples of project plans that may preclude a resident from returning to the converted RAD project include, but are not limited to:

- Changes in bedroom distribution (i.e. when larger units will be replaced with smaller units such that current residents would become under-housed or when smaller units will be replaced with larger units such that current residents would become over-housed);
- Where a PHA is reducing the number of assisted units at a property by a de minimis amount⁹, but those units are occupied by assisted residents; or
- The reconfiguration of efficiency apartments, or the repurposing of dwelling units in order to facilitate social service delivery.

In all scenarios where residents voluntarily accept permanent relocation to accommodate project plans, these residents are eligible for permanent relocation assistance and payments under URA. If a resident accepts permanent relocation assistance, the resident surrenders his or her right to return to the completed project.

6. Relocation Assistance

Under RAD, relocation assistance may vary depending on the length of time relocation is required.¹⁰

- a. In instances when the PHA anticipates that a resident will be relocated for more than a year, the PHA must offer the resident the choice of:
 - Permanent relocation assistance and payments at URA levels; or
 - Temporary relocation assistance, including temporary housing, while the resident retains his or her right to return and reimbursement for all reasonable out-of-pocket expenses associated with the temporary relocation.

⁸ Persons with disabilities returning to the RAD project may not be turned away or placed on a waiting list due to a lack of accessible units. Their accessibility needs must be accommodated.

⁹ A reduction in total number of assisted units at RAD project of 5% or less. (Section 1.5.B of PIH 2012-32 REV-1)

¹⁰ Some residents may not qualify for relocation assistance under URA. A nonexclusive listing of persons who do not qualify as displaced persons under URA is at 49 CFR 24.2(a)(9)(ii). See also, Paragraph 1-4(J) of HUD Handbook 1378.

The PHA must give the resident no less than 30 days to decide between permanent and temporary relocation assistance. If the resident elects to permanently relocate with assistance at URA levels, the PHA must inform the resident that his or her acceptance of permanent relocation assistance terminates the resident's right to return to the completed RAD project.

- b. In instances when a resident elects temporary relocation assistance and reoccupies a unit in the completed project within one year, the resident need not be offered permanent relocation assistance pursuant to URA.

Great care must be exercised to ensure that residents are treated fairly and equitably. If a resident is required to relocate temporarily in connection with the project, his or her temporarily occupied housing must be decent, safe, and sanitary and the resident must be reimbursed for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation. These expenses include, but are not limited to, moving expenses and increased housing costs during the temporary relocation.

- c. In the event that a resident elects to receive temporary relocation assistance and the temporary relocation exceeds one year, the resident becomes eligible for all permanent relocation assistance and payments under URA. (This assistance would be in addition to any assistance the person has already received for temporary relocation, and may not be reduced by the amount of any temporary relocation assistance.) In such event, the PHA shall give the resident the opportunity to choose to remain temporarily relocated for an agreed-to period (based on new information about when they can return to the completed RAD unit), or choose to permanently relocate with URA assistance.

PHAs may not propose or request that a displaced person waive rights or entitlements to relocation assistance under the URA. If the resident elects to permanently relocate with URA assistance, the PHA must inform the person that the person's acceptance of URA relocation assistance to permanently relocate will terminate the person's right to return to the completed RAD project. Conversely, unless and until the resident elects to be permanently relocated, the resident may remain temporarily relocated with a right to return to the completed project.

7. Initiation of Negotiations (ION) Date

Eligibility for URA relocation assistance is generally effective on the date of initiation of negotiations (ION) (49 CFR 24.2(a)(15)). For RAD projects, the ION date is the date of the issuance of the RAD Conversion Commitment (RCC).

8. Resident Notification

When a project converting under RAD will include relocation of residents, notice must be provided to those resident households. For each notice listed below, one notice shall be given to each resident household. The purpose of these notifications is to ensure that residents are

informed of their potential rights and the relocation assistance available to them. During initial meetings with residents about RAD and in subsequent communications with residents related to relocation, the PHA should inform residents that if they choose to move after receiving a written GIN, but prior to receiving a RAD Notice of Relocation, they may jeopardize their eligibility for relocation assistance. However, PHAs should note that a resident move undertaken as a direct result of the project may still require relocation assistance and the resident may be eligible to receive permanent relocation assistance under the URA even though the PHA has not yet issued notices.

a. *General Information Notice* (49 CFR 24.203(a) & Handbook 1378, Paragraph 2-3(B))

As soon as feasible in the planning process, the PHA must provide each resident with a written GIN (see sample in Appendix 2) to provide a general description of the project, the activities planned, and the relocation assistance that may become available. URA regulations state that the GIN should be provided *as soon as feasible*. Under RAD, PHAs must provide GINs during the initial RAD resident meetings, before submitting a RAD application. GINs must do at least the following:

- Inform the resident that he or she may be displaced for the project and generally describe the relocation payment(s) for which the resident may be eligible, the basic conditions of eligibility, and the procedures for obtaining the payment(s);
- Inform the resident that he or she will be given reasonable relocation advisory services, including referrals to replacement properties, help in filing payment claims, and other necessary assistance to help the resident successfully relocate;
- Inform the resident that, if he or she qualifies for relocation assistance as a displaced person under the URA, he or she will not be required to move without at least 90 days advance written notice, and inform any person to be displaced from a dwelling that he or she cannot be required to move permanently unless at least one comparable replacement dwelling has been made available;
- Inform the resident that any person who is an alien not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child (see 49 CFR 24.208(h) for additional information); and
- Describe the resident's right to appeal the PHA's determination as to a person's eligibility for URA assistance.

b. *RAD Notice of Relocation*

If a resident will be relocated to facilitate the RAD conversion, the PHA shall provide notice of such relocation (RAD Notice of Relocation). The PHA shall issue this notice upon the PHA's receipt of the RCC from HUD, which is the ION date.

If residents will not be relocated, notice of relocation is not required, but the PHA should

notify them that they are not being relocated.¹¹

The RAD Notice of Relocation must conform to the following requirements:

- The notice must state the anticipated duration of the resident's relocation.
- PHAs must provide this notice a minimum of 30 days prior to relocation to residents who will be temporarily relocated.¹² Longer notice may be appropriate for persons who will be relocated for an extended period of time (over 6 months), or if necessary due to personal needs or circumstances.
- Residents whose temporary relocation is anticipated to exceed one year must be informed that they will have no less than 30 days to elect temporary or permanent relocation as described in Section 6 of this Notice. When timing is critical for project completion, the 30-day decision period can run concurrently with the 30-day notice period for temporary relocation and with the 90-day period for permanent relocation if the PHA makes available comparable replacement dwellings consistent with 24.204(a).
- Residents who will be permanently relocated must receive written notice a minimum of 90 days prior to relocation. This 90-day time period may only begin once the PHA has made available at least one comparable replacement dwelling consistent with 49 CFR 24.204(a).¹³
- The notice must describe the available relocation assistance, the estimated amount of assistance based on the individual circumstances and needs, and the procedures for obtaining the assistance. The notice must be specific to the resident and his or her situation so that the resident will have a clear understanding of the type and amount of payments and/or other assistance the resident household may be entitled to claim.
- The notice must explain the reasonable terms and conditions under which the resident may continue to lease and occupy a unit in the completed project.
- The notice must state that the PHA will reimburse the resident for all reasonable out-of-pocket expenses incurred in connection with any temporary move. These expenses include, but are not limited to, moving expenses and increased housing costs (rent, utilities, etc.).

c. Notice of Intent to Acquire (49 CFR 24.203(d))

¹¹ HUD policy generally requires a "notice of non-displacement" in certain instances; the RAD program does not require this notice. Although the scope of this notice is limited to guidance for projects requiring relocation, PHAs should note, however, that there may be notification requirements for projects that do not involve relocation. The RAD conversion will terminate the resident's public housing lease and commence a PBV or PBRA lease, even when there is no relocation required. In such instances, state law may impose certain notification requirements. In addition, public housing regulations generally require 30 days' notice prior to lease termination. PHAs are encouraged to review public housing requirements set forth in 24 CFR parts 5 and 966.

¹² HUD may approve shorter notice periods based on an urgent need due to danger, health, or safety issues or if the person will be temporarily relocated for only a short period.

¹³ PHAs should note that URA regulations also require, where possible, that three or more comparable replacement dwellings be made available before a resident is required to move from his or her unit.

For RAD projects involving acquisition, residents may be provided with a notice of intent to acquire (“*Notice of Intent to Acquire*”) prior to the ION date with HUD’s prior approval. Once the Notice of Intent to Acquire is provided, a resident’s eligibility for relocation assistance and payments is established. Therefore, the RAD Notice of Relocation must be provided in conjunction with or after the Notice of Intent to Acquire. A RAD Notice of Relocation would not otherwise be sent prior to the ION date.

Since residents who accept permanent relocation must receive 90 days advanced written notice prior to being required to move, providing residents the Notice of Intent to Acquire and RAD Notice of Relocation prior to the ION date may be necessary to provide sufficient notice of relocation to a resident in instances where there may not be 90 days between the issuance of the RCC (ION date) and the anticipated closing date. This allows the PHA to issue the notice earlier so that relocation may begin upon closing. This allows program participants to conduct orderly relocation upon closing, minimize adverse impacts on displaced persons, and to expedite project advancement and completion.¹⁴

- d. *URA Notice of Relocation Eligibility – for residents whose temporary relocation exceeds one year (49 CFR 24.203(b) & Handbook 1378, Paragraph 2-3(C))*

After a resident has been temporarily relocated for one year, the PHA must provide a notice of relocation eligibility in accordance with URA requirements (“*Notice of Relocation Eligibility*”). This notice is not required if the resident has already accepted permanent relocation assistance.

The Notice of Relocation Eligibility must conform to URA requirements as set forth in 49 CFR Part 24, to HUD Handbook 1378 and to the following requirements:

- The PHA must provide updated information as to when it is anticipated that the resident will be able to return to the completed project.
- The resident may choose to remain temporarily relocated based upon such updated information or may choose to accept permanent URA relocation assistance in lieu of exercising the right to return.
- If the resident chooses to accept permanent URA relocation assistance and such assistance requires that the resident move, the URA requires such resident to receive 90 days advance written notice of the earliest date they will be required to move (i.e., 90-Day Notice, 49 CFR 24.203(c)). The PHA should be mindful that the 90-day time period may only begin once the PHA has made available at least one “comparable replacement dwellings” as set forth in 49 CFR 24.204(a).

9. Initiation of Relocation

¹⁴ PHAs and program participants should note that, in most instances, it will be most appropriate for the acquiring entity to send this notice.

Unless otherwise approved by HUD, relocation may not begin until the date of closing of the RAD transaction and recordation of the RAD Use Agreement. PHAs must provide residents being temporarily relocated at least 30 days advance written notice of the required move. PHAs must give residents being permanently relocated at least 90 days advance written notice of the required move. This means PHAs are advised to plan carefully to account for this 30-day or 90-day notice period to ensure the closing is not delayed.

However, HUD is aware that, in rare cases, some project plans necessitate relocation prior to closing. With prior HUD approval, for projects involving acquisition, PHAs may relocate residents prior to the closing date subject to public housing requirements (see 24 CFR part 5 and 24 CFR 966). PHAs must contact their assigned RAD transaction manager (TM) to discuss plans as early as possible in the process to ensure compliance with all RAD and URA requirements.

If relocation prior to closing is desired, PHAs should submit to the TM the following information, as early as possible in the process:

- A written request for relocation prior to closing. The request must include justification of why the early relocation is necessary for the viability of the RAD transaction. Justification may include the presence of outside financing, such as Low Income Housing Tax Credit (LIHTC) awards, if the PHA can show that early relocation is necessary to meet critical LIHTC deadlines.
- FHEO Accessibility and Relocation Checklist.
- Evidence of intent to comply with public housing requirements, as applicable. Generally, public housing regulations require public housing residents to receive 30 days' notice prior to relocation and that such notice either be published in the PHA's admissions and continued occupancy policies (ACOP) or published elsewhere at least 30 days prior to receipt of such notice (24 CFR parts 5 and 966).

When seeking to relocate residents prior to closing, submission of this request as early as possible is preferred, prior to the 180-day Financing Plan milestone if possible (with Financing Plan submission following the request).

HUD reserves the right to request additional follow-up information, including a Relocation Plan and related budget, prior to approving such requests. PHAs must receive written HUD approval before beginning relocation of residents prior to closing.

Early planning and submission of the Financing Plan and FHEO checklist to HUD will ensure the PHA has built in the 30- or 90-day notice period prior to initiating relocation.

10. Fair Housing and Civil Rights Requirements

PHAs must comply with all applicable fair housing and civil rights laws, including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, when conducting relocation planning and providing relocation assistance. Further, communication must be provided in a manner that is effective for persons

with disabilities (24 CFR 8.6) and for person who are Limited English Proficient (see 72 FR 2732). This section discusses some of the PHA's obligations under these laws and regulations. However, the applicability of civil rights laws is not limited to the activities discussed in this section. PHAs conducting relocation activities should familiarize themselves with applicable civil rights statutes, regulations, and guidance, including but not limited to, those listed at the end of this section.

- **Effective Communication for Persons with Disabilities:** Communications and materials must be provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities consistent with Section 504 of the Rehabilitation Act of 1973 (24 CFR 8.6), and as applicable, the Americans with Disabilities Act; and for persons who are limited English proficient (see 72 Fed Reg 2732). This includes ensuring that training materials are in appropriate alternative formats as needed, e.g., Braille, audio, large type, assistive listening devices, and sign language interpreters.
- **Accessible Meeting Facilities for Persons with Disabilities:** When holding public meetings, PHAs must give priority to methods that provide physical access to individuals with disabilities, i.e., holding the meetings, workshops, and briefings or any other type of meeting in an accessible location, in accordance with the regulations implementing Section 504 of the Rehabilitation Act of 1973 and Titles II and III of the Americans with Disabilities Act of 1990, as applicable. All programs and activities must be held in accessible locations unless doing so would result in an undue financial and administrative burden, in which case the PHA must take any action that would not result in such an alteration or such burden but would nevertheless ensure that individuals with disabilities receive the benefits and services of the program or activity, e.g., briefings at an alternate accessible, in-home briefing. Individuals with disabilities must receive services in the most integrated setting appropriate to their needs. The most integrated setting appropriate to the needs of qualified individuals with disabilities is a setting that enables individuals with disabilities to interact with nondisabled person to the fullest extent possible (28 CFR part 35, appendix B).
- **Meaningful Access for Persons with Limited English Proficiency (LEP):** PHAs must provide meaningful access to programs and activities for persons who have a limited ability to read, speak, or understand English. Any person with LEP who will be temporarily relocated or permanently displaced must have meaningful access to any public meetings regarding the project. In addition, any information provided to residents including, but not limited to, any notices required under the URA, should be provided in the appropriate language to persons with LEP. Generally, PHAs will be responsible for providing oral interpreters at meetings, including ensuring their competence, and covering any associated translation and interpretation costs.
- URA requires that PHAs provide persons who are unable to read or understand the notices, such as persons with disabilities or persons with LEP, with appropriate translation and counseling to ensure that they understand their rights and responsibilities and the assistance available to them (49 CFR 24.5). URA also requires that each notice indicate the name and telephone number of a person to contact with questions or for other

needed help (49 CFR 24.5). This notice should include the number for the telecommunication device for the deaf (TDD) or other appropriate communication device, if applicable (24 CFR 8.6(a)(2)).

- **Comparable Housing for Persons with Disabilities:** PHAs should identify the accessibility needs of residents to be relocated by consulting existing information (e.g., tenant characteristics forms, including identification of the need for accessible unit features; records of approved reasonable accommodations, and records of the presence of accessible unit features). For guidance on providing relocation assistance to persons with disabilities, see Exhibit 3-1 in HUD Handbook 1378.
- **Advisory Services:** PHAs should determine the advisory services that will be necessary to ensure a successful relocation program consistent with 49 CFR 24.205(c). Such advisory services may include housing counseling that should be facilitated to ensure that residents affected by the project understand their rights and responsibilities and the assistance available to them (49 CFR 24.205(c)). Advisory counseling must also inform residents of their fair housing rights and be carried out in a manner that satisfies the requirements of Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and Executive Order 11063 (49 CFR 24.205(c)(1)). In addition, PHAs should inform residents that if they believe they have experienced unlawful discrimination, they may contact HUD at 1-800669-9777 (Voice) or 1-800-927-9275 (TDD) or at <http://www.hud.gov>.

Fair Housing References:

- Section 504 of the Rehabilitation Act of 1973
- Regulations: 24 CFR part 8
- Fair Housing Act Regulations: 24 CFR part 100
- Title VI of the Civil Rights Act of 1964
- Regulations: 24 CFR part 1
- Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (LEP Guidance) (72 FR 2732)
- Exhibit 3-1 Compliance with Section 504 of the Rehabilitation Act in HUD Handbook 1378 (Tenant Assistance Relocation and Real Property Acquisition)

11. Other Requirements

a. **Public Housing Program Compliance**

PHAs should note that public housing resident provisions related to occupancy and termination, including grievances and related hearings, will remain in effect until the execution of the new PBV or PBRA Housing Assistance Payment (HAP) contract.

b. **Evictions for Cause**

If the PHA determines that a resident was evicted in accordance with applicable state and local law for serious or repeated violation of material terms of the lease, and the eviction was not undertaken for the purpose of evading the obligation to make available URA payments and other assistance, the resident is not entitled to relocation payments and assistance under the URA (49 CFR 24.206).

Jemine A. Bryon
General Deputy Assistant Secretary
for Public and Indian Housing

Carol J. Galante, Assistant Secretary for
Housing-Federal Housing Commissioner

APPENDICES

Appendix 1

Recommended Relocation Plan Contents

Appendix 2

Sample RAD General Information Notice (GIN)

Appendix 3

Sample RAD Notice of Relocation (for relocation anticipated for a year or less)

Appendix 4

Sample RAD Notice of Relocation (for relocation anticipated for more than a year)

Appendix 5

Sample Notice of Eligibility for URA Relocation Assistance (for residents who have been temporarily relocated for more than a year)

Appendix 1: RECOMMENDED RELOCATION PLAN CONTENTS

While written Relocation Plans are not required under RAD or URA, the Department strongly encourages PHAs to document their relocation planning process and procedures in a written Relocation Plan. The following provides suggested content for Relocation Plans.

I. Project Summary

The Relocation Plan should provide a general description of and purpose for the project (e.g., year built, location, number of units, configuration, occupancy information, and funding sources).

The basic components of a plan include:

- A general description of the project and the site, including acquisition, demolition, rehabilitation, and construction activities and funding sources;
- A detailed discussion of the specific steps to be taken to minimize the adverse impacts of relocation, including when transferring the assistance to a new site;
- Information on occupancy (including the number of residents, residential owner-occupants and non-residential occupants, if any, to be permanently or temporarily relocated);
- Information on relocation needs and costs (including the number of residents who plan to relocate with Section 8 assistance);
- General moving assistance information;
- Temporary move assistance (including information on the duration of temporary moves);
- Permanent move assistance; and
- Appeals process.

II. Resident Return and Re-occupancy Policies

For residents that will be temporarily relocated, the plan should include the criteria that will be used to determine the priority for residents to re-occupy units at the project after rehabilitation, demolition, and/or construction is completed. For example, if units will come online in stages, the plan should outline how the PHA will determine when each resident will return to the project. PHAs should ensure that any written return or re-occupancy policy is compliant with related RAD requirements, such as the right-to-return policy and the “no re-screening upon conversion” policy, as described in the RAD Notice.

III. Summary of Moving Costs

The plan should include a summary of moving costs, identified by move types, including the following:

Temporary Moves

- Number of and cost amount for two-way moves (i.e., a move to another unit and then a return move) within the same building/complex.
- Number of and cost amount for two-way moves to a unit not in the same building/complex, carried out by the PHA.
- Number of and cost amount for two-way moves to a unit not in the same building/complex not carried out by the PHA.

Permanent Moves

- Number of and cost amount for one-time moves into another unit in the same building/complex.¹⁵
- Number of and cost amount for one permanent move to a unit not within the same building/complex, carried out by the PHA.
PHAs should note that if a residential move is carried out by the PHA at no cost to the resident, this per-household estimate must include the required dislocation allowance (currently \$100). The URA Fixed Residential Moving Cost Schedule lists the most current dislocation allowance:
http://www.fhwa.dot.gov/real_estate/practitioners/uniform_act/relocation/moving_cost_schedule.cfm
- Number of and cost amount for one permanent move to a unit not within the same building/complex that is not carried out by the PHA.

IV. Temporary Relocation Assistance

The PHA will assist residents who are required to move temporarily. At the Initiation of Negotiations (ION), the PHA will send a RAD Notice of Relocation to residents who will be relocated. Appendices 3 and 4 of this Notice contain sample RAD Notices of Relocation to be provided to residents that will be temporarily relocated.

The plan should detail the temporary relocation assistance the PHA will provide for residents (Paragraph 2-7 of HUD Handbook 1378). This assistance includes:

- Temporary Housing - The PHA will provide temporary housing that is decent, safe, and sanitary on a nondiscriminatory basis for residents who are relocated temporarily. The PHA will also pay for reasonable increased housing costs that the resident incurs in connection with the temporary relocation.

NOTE: If a resident's relocation exceeds one year, the PHA must then issue a *Notice of Relocation Eligibility* (49 CFR 24.203(b)) to the resident and offer the resident permanent

¹⁵ A resident who moved to another unit in the same building/complex may be considered a displaced person under URA if the resident moves from the building/complex permanently and was not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move within the same building/complex and/or if other conditions of the move within the building/complex were not reasonable.

relocation assistance and payments at URA levels. The PHA must provide this notice to affected residents as soon as the temporary relocation exceeds one year.

- Packing and Moving Assistance - Since most residents prefer to pack their own personal possessions and items of value, they should be provided packing instructions, boxes, markers, and tape for the move. If assistance in packing is needed, the PHA should provide the resident with information on how to request this assistance. The PHA is responsible for covering all reasonable moving expenses incurred in connection with temporarily relocating a resident. The PHA may reimburse the resident's out-of-pocket moving expenses and/or directly carry out the move.
- Payment for Temporary Relocation Moving Expenses - The plan should also indicate how the PHA intends to provide or reimburse for moving services and expenses. The PHA can choose to do one or more of the following:
 - Undertake the moves itself, using force account labor or a moving company; –
 - Use PHA's contractor or moving company;
 - Carry out moves with employees of the PHA;
 - Reimburse residents for all actual and reasonable moving costs.

NOTE: The PHA will not make fixed payments since such payments may not be representative of actual reasonable costs incurred. However, in order for a resident to be sure of full reimbursement, the resident should submit a moving cost estimate to the PHA for approval prior to the move unless the PHA is directly carrying out the move and the resident will not incur any reasonable out-of-pocket moving expenses. Failure to do so may result in the resident not being fully reimbursed.

- Utility Costs - The PHA is responsible for covering the expenses relating to disconnection and reconnection of necessary utilities. If the resident has telephone, cable service or Internet access, the PHA is responsible for covering the expenses involved in transferring existing service. The PHA may also pay utility deposits, if required at the temporary relocation housing (HUD Handbook 1378, paragraph 2-7(A)(3)). If a resident is temporarily relocating from a public housing unit to a non-public housing unit, the resident must be reimbursed for reasonable increases in utility costs even if the PHA utility allowance is lower than the actual costs to the resident.

V. Permanent Relocation Assistance

Based on the local housing resources available, the PHA should identify the replacement housing options that will be available to meet the housing needs of residents to be permanently relocated. Replacement housing options for residents that meet the definition of a "displaced person" (49 CFR 24.2(a)(9)) under the URA include, but are not limited to:

- Other Public Housing;
- Section 8 Project-Based Voucher unit;
- Section 8 Housing Choice Voucher unit;
- Homeownership housing;

- Private-market rental housing (affordable, non-subsidized).¹⁶

The plan should describe each type of replacement housing projected to be available, including:

1. Number of units, by bedroom size, expected to be available, and discussion of whether available units will meet dwelling requirements of relocated residents;
2. General area or location of unit(s);
3. Criteria for receiving relocation assistance; and
4. Any other information that might benefit residents in their consideration of housing choices.

The plan should include a description of the permanent relocation assistance the PHA will provide to residents. This assistance includes:

- Availability of Comparable Replacement Housing – Under URA, no displaced resident will be required to move unless at least one comparable replacement dwelling (49 CFR 24.2(a)(6)) is made available at least 90 days before the required move (49 CFR 24.203(c)). Comparable replacement dwellings must contain the accessibility features needed by displaced persons with disabilities (49 CFR 24.2(a)(8)(vii); 49 CFR part 24, Appendix A, §24.2(a)(8)(vii)). If the comparable replacement dwelling is not subsidized housing, the PHA should contact the RAD staff for advice on replacement housing payment requirements.
- Referral to Housing Not Located in an Area of Minority Concentration - Whenever possible, minority persons shall be given reasonable opportunities to relocate to decent, safe, and sanitary replacement dwellings that are within their financial means and not located in areas of minority concentration (49 CFR 24.205(c)(2)(ii)(D)). However, this policy does not require a PHA to provide a person a larger payment than is necessary to enable a person to relocate to a comparable replacement dwelling unit.
- Permanent Relocation Moving Expenses from Public Housing to Public Housing - The PHA may choose one of the following options for covering the expenses involved in moving public housing residents that are relocated into other public housing:
 - Undertake the move itself, using force account labor or a moving company. Residents should incur no moving costs under this option, but if such expenses are incurred, the PHA is responsible for reimbursing the resident for any such actual and reasonable expenses. In such case, the resident is also entitled to a dislocation allowance (currently \$100). The URA Fixed Residential Moving Cost Schedule lists the current dislocation allowance and is available at: [http://www.fhwa.dot.gov/real estate/practitioners/uniform act/relocation/moving cost schedule.cfm](http://www.fhwa.dot.gov/real%20estate/practitioners/uniform%20act/relocation/moving%20cost%20schedule.cfm)

¹⁶ Every effort should be made to find another subsidized unit as replacement housing for a resident relocating from subsidized housing so that the resident will continue receiving the housing subsidy as long as it is needed.

NOTE: Residents who prefer to pack their own personal possessions and items of value may be provided packing instructions, boxes, markers, and tape for their move. If a resident needs assistance in packing, they should contact the PHA. It is the responsibility of the PHA to pack and move all of their belongings and household goods, if so desired.

Allow the resident to elect one of the following choices:

- 1) The PHA will reimburse the resident for the cost of all actual reasonable and necessary moving and related expenses (49 CFR 24.301), such as:
 - Transportation of the resident and personal property. This may include reimbursement at the current mileage rate for personally owned vehicles that need to be moved. Transportation costs for a distance beyond 50 miles are not eligible, unless the PHA determines that relocation beyond 50 miles is justified.
 - Packing, crating, uncrating, and unpacking of personal property.
 - Storage of personal property for a period not to exceed 12 months, unless the PHA determines that a longer period is necessary.
 - Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property.
 - Insurance for the replacement value of the property in connection with the move and necessary storage.
 - The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.

- 2) The PHA will pay directly to the resident the applicable and current fixed moving cost payment according to the URA Fixed Residential Moving Cost Schedule (49 CFR 24.302), available at:
http://www.fhwa.dot.gov/real_estate/practitioners/uniform_act/relocation/moving_cost_schedule.cfm

Permanent Relocation Moving Expenses for All Other Moves – Under URA, residents who are permanently displaced, except for those residents displaced from public housing and moving to other public housing, are entitled to the assistance described in the brochure *Relocation Assistance To Residents Displaced From Their Homes*, available in English at http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_16280.doc and in Spanish at http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_16281.doc. Residents may choose moving assistance from one of the following two options.

- 1) The PHA will reimburse the resident for the cost of all actual reasonable moving and related expenses (49 CFR 24.301).
- 2) The PHA will pay directly to the resident the applicable and current fixed moving cost payment according to the URA Fixed Residential Moving Cost Schedule (49

CFR 24.302), available at:

[http://www.fhwa.dot.gov/real estate/practitioners/uniform act/relocation/moving cost schedule.cfm](http://www.fhwa.dot.gov/real%20estate/practitioners/uniform%20act/relocation/moving%20cost%20schedule.cfm).

- Replacement Housing Payment - In addition to covering moving expenses, displaced residents may be entitled to a replacement housing payment (RHP). This payment is intended to cover the increase, if any, in monthly housing costs for a 42-month period.

When calculating the RHP, the PHA must consider the comparable replacement housing unit offered to the resident. Since the PHA is not required to pay an RHP amount that exceeds the amount of RHP calculated for the offered comparable replacement dwelling, residents are cautioned to work closely with the PHA prior to their move.

- Accessible Housing for Persons with Disabilities - Under the URA, persons with disabilities who will be permanently displaced must be relocated to a replacement dwelling that contains the accessibility features they need (49 CFR 24.2(a)(8)(vii); 49 CFR Appendix A, 24.2(a)(8)(vii)). A person with disabilities who has been relocated must be offered a comparable replacement dwelling unit that contains accessible features comparable to the housing from which the tenant has been displaced or relocated. This is so even if the tenant has paid for the acquisition and/or installation of accessible features in the housing from which he or she has been relocated; in such instances, the recipient must ensure that the replacement housing contains comparable accessible features or provide relocation assistance to the tenant in an amount that covers the cost of acquiring and/or installing comparable accessible features. Under the URA, an agency may use project funds to remove architectural barriers for displaced owners and tenants with disabilities or take other last resort housing measures if comparable replacement dwelling units are not available within the monetary limits prescribed under the URA regulations (49 CFR 24.404(c)(vii); HUD Handbook 1378, Paragraph 3-8).

VI. Relocation Budget

Based on the results of the planning process, the PHA should create a relocation budget that includes the following six components:

- 1) The cost of administering the plan and providing assistance and counseling.
- 2) Reasonable moving expenses for a person with disabilities, which may include the cost of moving assistive equipment that is the personal property of the residents, the furnishings and personal belonging of a live-in aide, and/or other reasonable accommodations (HUD Handbook 1378, Paragraph 3-2).
- 3) The cost of the physical move of the residents' belongings. (It is suggested that the move costs be broken down by average cost per move type multiplied by the number of moves.)

NOTE: This physical move cost total should be based on the move scenarios anticipated

or projected by the resident survey.

- 4) The cost estimated to pay for projected increases in monthly housing costs for temporary relocation.
- 5) The cost estimated to pay for the replacement housing payment (RHP) (42-month period for URA or 60-month period if section 104(d) applies).
- 6) Contingency costs estimated for carrying out the relocation process necessary to complete the proposed project. (The PHA should state where these costs are indicated in the application, or attach any other information required by HUD, to support these costs.)

VII. Appeal Process

If a resident disagrees with the PHA's decision as to the resident's eligibility to receive relocation assistance, the amount of a relocation payment, or the adequacy of a comparable replacement dwelling offered to a resident, the resident may file a written appeal to the PHA. The Relocation Plan should describe the specific appeal procedures to be followed consistent with 49 CFR 24.10 (and 24 CFR 42.390 if section 104(d) is involved). At a minimum, the resident will have 60 days to file an appeal with the PHA after receiving written notification of a claim or ineligibility determination.

VIII. Certification

The plan should contain a certification of compliance with the URA and, if applicable, section 104(d).

Technical Assistance

The PHA should direct questions on this Notice's relocation assistance requirements to their RAD Transaction Manager or [email rad@hud.gov](mailto:rad@hud.gov).

Appendix 2: SAMPLE RAD GENERAL INFORMATION NOTICE (GIN)

PHA LETTERHEAD

RENTAL ASSISTANCE DEMONSTRATION (RAD) GENERAL INFORMATION NOTICE (GIN)

[Date]

Dear [Resident Name],

The property you currently occupy is being proposed for participation in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. At this time, we expect that [the proposed acquisition, rehabilitation or demolition, may require you to be relocated (temporarily or permanently) from your unit]. We will provide further details to you as plans develop. **This notice does not mean that you need to leave the property at this time. This is not a notice of eligibility for relocation assistance.** The remainder of this letter only applies to situations where you will need to be relocated from your unit.

This notice serves to inform you of your potential rights under the RAD program and a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). If the proposed RAD project receives HUD approval and if you are displaced permanently as a result, you may become eligible for relocation assistance and payments under the URA, including:

- 1) Relocation advisory services that include referrals to replacement properties, help in filing payment claims and other necessary assistance to help you successfully relocate;
- 2) At least 90 days' advance written notice of the date you will be required to move;
- 3) Payment for moving expenses; and
- 4) Payments to enable you to rent a similar replacement home.

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an immigrant lawfully present in the United States.

As a resident of a property participating in RAD, you have the right to return to the project after the project is complete. You will be able to lease and occupy a unit in the converted project when rehabilitation is complete.

If you are permanently displaced from your home, you will not be required to move until you are given at least 90-day advance written notice of any required move and at least one comparable replacement dwelling has been made available to you. If you are temporarily relocated and your temporary relocation lasts more than one year, you will be contacted and offered permanent relocation assistance as a displaced person under the URA. This assistance would be in addition

to any assistance you may receive in connection with temporary relocation and will not be reduced by the amount of any temporary relocation assistance you have already received.

If you are required to relocate from the property in the future, you will be informed in writing. [PHA] will inform you of what assistance and payments you are eligible for if you will be relocated because of RAD and how you will receive these payments. If you become a displaced person, you will be provided reasonable assistance necessary to complete and file any required claim to receive a relocation payment. If you feel that your eligibility for assistance is not properly considered, you will also have the right to appeal a determination on your eligibility for relocation assistance.

You should continue to pay your rent and meet any other requirements specified in your lease. If you fail to do so, [PHA] may have cause for your eviction. If you choose to move, or if you are evicted, prior to receiving a formal notice of relocation eligibility, you may become ineligible to receive relocation assistance. It is very important for you to contact us before making any moving plans.

You will be contacted soon so that we can provide you with more information about the proposed project. If the project is approved, we will make every effort to accommodate your needs. In the meantime, if you have any questions about our plans, please contact: [Name, Title, Address, Phone, Email Address]. This letter is important to you and should be retained.

Sincerely,

[Name]

[Title]

NOTES:

1. Files must indicate how this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378)
2. This is a sample GIN. PHAs should revise it to reflect project-specific circumstances.
3. PHAs may provide residents with HUD brochure "Relocation Assistance To Residents Displaced From Their Homes" available at:
<http://www.hud.gov/offices/cpd/library/relocation/publications/1042.pdf>.

Appendix 3: SAMPLE RAD NOTICE OF RELOCATION (For relocation anticipated for a year or less)

***THIS IS A GUIDE FORM.
REVISE TO REFLECT THE PROJECT-SPECIFIC CIRCUMSTANCES.***

PHA Letterhead

(date)

Dear [*Resident Name*],

The property you currently occupy is participating in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. On [*date*], the [*Public Housing Authority*] (PHA) notified you of proposed plans to [*acquire/ rehabilitate/demolish*] the property you currently occupy at [*address*]. On [*date*], HUD issued the RAD Conversion Commitment (RCC) and committed federal financial assistance to the project. [*In instances where a Notice of Intent to Acquire is applicable and this notice is being sent before the RCC is issued, in lieu of the previous sentence noting the RCC issuance date, insert: [Name of entity acquiring the property]*] (Displacing Agency) intends to acquire the property you currently occupy. **This is a Notice of Intent to Acquire.**]

In order for PHA to complete the project, you will need to be relocated for [*anticipated duration of relocation*]. Upon completion of the project, you will be able to lease and occupy your present unit or another decent, safe and sanitary unit in the completed project under reasonable terms and conditions. You are eligible for relocation payments and assistance.

However, **you do not need to move now.** This notice informs you that a decent, safe, and sanitary dwelling unit, listed below, has been made available to you and you will be required to move by [*insert date at least 30 days after the date of this notice*].

If your temporary relocation exceeds one year and you qualify as a "displaced person" under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), you may be eligible for further relocation assistance and payments under URA.

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

The relocation assistance to which you are entitled includes:

- Payment for Moving Expenses.** You are entitled to be reimbursed for all reasonable out-of-pocket expenses incurred in connection with any temporary

move. [PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 4 of this Notice.]

- The location of your temporary replacement unit is [address]. This temporary housing has been determined to be decent, safe and sanitary.
- [List appropriate relocation advisory services and any other services and assistance provided.]

If you disagree with this determination, you may file a written appeal to the PHA in accordance with 49 CFR 24.10.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [Name, Title, Address, Phone, Email Address] before you make any moving plans. He/she will assist you with your move to a temporary unit and help ensure that you preserve your eligibility for any relocation payments to which you may be entitled.

Remember, do not move or commit to the purchase or lease of a replacement home before we have a chance to further discuss your eligibility for relocation assistance. This letter is important to you and should be retained.

Sincerely,

Print name:

Title:

NOTE: The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (See 49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378.)

Appendix 4: SAMPLE RAD NOTICE OF RELOCATION (For relocation anticipated for more than a year)

***THIS IS A GUIDE FORM.
REVISE TO REFLECT THE PROJECT-SPECIFIC CIRCUMSTANCES.***

PHA Letterhead

(date)

Dear [*Resident Name*],

The property you currently occupy is participating in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. On [*date*], the [*Public Housing Authority*] (PHA), notified you of proposed plans to [acquire/ rehabilitate/demolish] the property you currently occupy at [*address*]. On [*date*], HUD issued the RAD Conversion Commitment (RCC) and committed federal financial assistance to the project. [*In instances where a Notice of Intent to Acquire is applicable and this notice is being sent before the RCC is issued, in lieu of the previous sentence noting the RCC issuance date, insert: [Name of entity acquiring the property] (Displacing Agency) intends to acquire the property you currently occupy. This is a Notice of Intent to Acquire.*]

In order for PHA to complete the project, you will need to be relocated for [*anticipated duration of relocation*]. Upon completion of the project, you will be able to lease and occupy your present unit or another decent, safe and sanitary unit in the completed project under reasonable terms and conditions. You are eligible for relocation assistance and payments. Because we expect your relocation to exceed one year, you have the choice to either:

- Receive temporary relocation assistance and return to a unit in the RAD project once it is complete; or
- Receive permanent relocation assistance and payments consistent with the URA instead of returning to the completed RAD project.

You must inform us of your choice within 30 days.

However, **you do not need to move now.** If you choose temporary relocation assistance, you will not be required to move sooner than 30 days after you receive notice that a temporary unit is available for you. If you choose permanent relocation assistance, you will not be required to move sooner than 90 days after you receive written notice that at least one comparable replacement unit is available to you in accordance with 49 CFR 24.204(a). [*Note to PHA: These time periods may start running as of the date of this Notice if the notice of relocation includes such information on the temporary and/or comparable replacement dwelling options, as applicable. In such circumstance, add applicable sentences to adequately notify the resident. For example: This notice informs you that a temporary unit, listed below, has been made available to you and, if you choose this option, you will be required to move by [date no sooner than 30 days after notice]. This notice informs you*

that a comparable unit, listed below, has been made available to you and, if you choose this option, you will be required to move by [*date no sooner than 90 days after notice*].]

If you choose temporary relocation, your relocation exceeds one year and you qualify as a “displaced person” under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), you may become eligible for further relocation assistance and payments under URA.

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

If you choose to receive temporary relocation assistance, this assistance will include:

- Payment for Moving Expenses. You are entitled to be reimbursed for all reasonable out-of-pocket expenses incurred in connection with any temporary move. [*PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 4 of this Notice.*]
- The location of your temporary replacement unit is [*address*]. This temporary housing has been determined to be decent, safe and sanitary.
- [*List appropriate relocation advisory services and any other services and assistance provided.*]

If you elect to receive permanent relocation assistance, this assistance will include:

- Relocation Advisory Services. You are entitled to receive current and continuing information on available comparable replacement units and other assistance to help you find another home and prepare to move.
- Payment for Moving Expenses. [*PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 5 of this Notice.*]
- Replacement Housing Payment. You may be eligible for a replacement housing payment to rent or buy a replacement home. The payment is based on several factors including: (1) the monthly rent and cost of utility services for a comparable replacement unit, (2) the monthly rent and cost of utility services for your present unit, and (3) 30% of your average monthly gross household income. This payment is calculated on the difference between the old and new housing costs for a one-month period and multiplied by 42.
- [*PHA: list here any permanent relocation assistance offered, such as a Housing Choice Voucher.*]

- ☐ Listed below are three comparable replacement units that you may wish to consider for your replacement home. If you would like, we can arrange transportation for you to inspect these and other replacement units.

	Address	Rent & Utility Costs	Contact Info
1.			
2.			
3.			

We believe that the unit located at [address] is most representative of your original unit in the converting RAD project. The monthly rent and the estimated average monthly cost of utilities for this unit is [\$ amount] and it will be used to calculate your maximum replacement housing payment. Please contact us immediately if you believe this unit is not comparable to your original unit. We can explain our basis for selecting this unit as most representative of your original unit and discuss your concerns.

Based on the information you have provided about your income and the rent and utilities you now pay, you may be eligible for a maximum replacement housing payment of approximately [\$ (42 x monthly amount)], if you rent the unit identified above as the most comparable to your current home or rent another unit of equal cost.

Replacement housing payments are not adjusted to reflect future rent increases or changes in income. This is the maximum amount that you would be eligible to receive. If you rent a decent, safe and sanitary home where the monthly rent and average estimated utility costs are less than the comparable unit, your replacement housing payment will be based on the actual cost of that unit. All replacement housing payments must be paid in installments. Your payment will be paid in [#] installments.

You may choose to purchase (rather than rent) a decent, safe and sanitary replacement home. If you do, you would be eligible for a down-payment assistance payment which is equal to your maximum replacement housing payment, [\$amount.] *[PHAs should note that, at the agency's discretion, a down-payment assistance payment that is less than \$5,250 may be increased to any amount not to exceed \$5,250. (See 49 CFR 24.402(c)(1)).]* Let us know if you are interested in purchasing a replacement home and we will help you locate such housing.

Please note that all replacement housing must be inspected in order to ensure it is decent, safe and sanitary before any replacement housing payments are made.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [Name, Title, Address, Phone, Email Address] before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which you may be entitled.

Remember, do not move or commit to the purchase or lease of a replacement home before we have a chance to further discuss your eligibility for relocation assistance. This letter is important to you and should be retained.

Sincerely,

Print name:

Title:

Enclosure/s

NOTE: The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (See 49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378.)

Appendix 5: SAMPLE NOTICE OF ELIGIBILITY FOR URA RELOCATION ASSISTANCE (For residents who have been temporarily relocated for more than a year)

***THIS IS A GUIDE FORM.
IT SHOULD BE REVISED TO REFLECT THE CIRCUMSTANCES.***

PHA Letterhead

(date)

Dear [*Resident*]:

The property you formerly occupied at [*address*] is participating in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. You have been temporarily relocated from that property since [*date*]. Your temporary relocation has exceeded one year.

It has been determined that you qualify as a "displaced person" according to the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). You are eligible for relocation assistance and payments under the URA.

You may choose to remain temporarily relocated and return to a unit in the RAD project once it is completed. It is currently estimated that you may return to the RAD project by [*date*]. If you choose to remain temporarily relocated, you will stay at your current location until the RAD project is completed.

Alternatively, you may choose permanent relocation assistance and payments for which you are eligible, as listed below. If you choose permanent relocation assistance, you give up your right to return to the completed RAD project. However, **you do not need to move now.** If you choose permanent relocation assistance instead of exercising your right to return to the completed RAD project, you will not be required to move sooner than 90 days from the date that at least one comparable replacement unit has been made available to you. [*Alternatively: You will not be required to move sooner than 90 days from the date of this notice, which informs you of a comparable replacement unit that has been made available for you.*]

This is your Notice of Eligibility for relocation assistance.

The effective date of your eligibility is [*insert date that relocation exceeds one year.*]

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

Enclosed is a brochure entitled, "Relocation Assistance to Tenants Displaced From Their Homes." Please read the brochure carefully. It explains your rights and provides additional information on eligibility for relocation payments and what you must do in order to receive these payments.

The relocation assistance to which you are entitled includes:

- Relocation Advisory Services. You are entitled to receive current and continuing information on available comparable replacement units and other assistance to help you find another home and prepare to move.
- Payment for Moving Expenses. [PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 5 of this Notice.] This is in addition to any amounts received to reimburse for any reasonable out-of-pocket expenses incurred in connection with the temporary move.
- Replacement Housing Payment. You may be eligible for a replacement housing payment to rent or buy a replacement home. The payment is based on several factors including: (1) the monthly rent and cost of utility services for a comparable replacement unit, (2) the monthly rent and cost of utility services for your present home, and (3) for low-income persons, 30 percent of your average monthly gross household income. This payment is calculated on the difference between the old and new housing costs for a one-month period and multiplied by 42.
- [PHA list here any other relocation assistance offered the resident, such as Housing Choice Voucher .]

Listed below are three comparable replacement units that you may wish to consider for your replacement home. If you would like, we can arrange transportation for you to inspect these and other replacement units.

	Address	Rent & Utility Costs	Contact Info
1.			
2.			
3.			

We believe that the unit located at [address] is most representative of the original unit you occupied in the converting RAD project. The monthly rent and the estimated average monthly cost of utilities for this unit is \$[amount] and it will be used to calculate your maximum replacement housing payment. Please contact us immediately if you believe this unit is not comparable to your original unit. We can explain our basis for selecting this unit as most representative of your original unit and discuss your concerns.

Based on the information you have provided about your income and the rent and utilities you now pay, you may be eligible for a maximum replacement housing payment of approximately \$ [42 x \$Amount], if you rent the unit identified above as the most comparable to your current home or rent another unit of equal cost.

Replacement housing payments are not adjusted to reflect future rent increases or changes in income. This is the maximum amount that you would be eligible to receive. If you rent a decent, safe and sanitary home where the monthly rent and average estimated utility costs are less than the comparable unit, your replacement housing payment will be based on the actual cost of that unit. All replacement housing payments must be paid in installments. Your payment will be paid in [#] installments.

Should you choose to purchase (rather than rent) a decent, safe and sanitary replacement home, you would be eligible for a downpayment assistance payment which is equal to your maximum replacement housing payment, [\$ amount] [PHAs should note that, at the agency's discretion, a downpayment assistance payment that is less than \$5,250 may be increased to any amount not to exceed \$5,250. (See 49 CFR 24.402(c)(1)).] Let us know if you are interested in purchasing a replacement home and we will help you locate such housing.

Please note that all replacement housing must be inspected in order to ensure it is decent, safe, and sanitary before any replacement housing payments are made.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [Name, Title, Address, Phone, Email Address] before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for any applicable relocation payments.

Remember, do not move or commit to the purchase or lease of a replacement home before we have a chance to further discuss your eligibility for relocation assistance. This letter is important to you and should be retained.

Sincerely,

Print Name:

Title:

Enclosure/s

NOTE: The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (See 49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378.)

Attachment J

PUBLIC NOTICE

A Public Meeting to cover the Housing Authority of Clackamas County's (HACC) Annual Plan effective 2020-2021 will be held on January 16th, 2020, at 11AM at Oregon City View Manor Community Center, 200 S. Longview Way, Oregon City, OR 97045. Resident Advisory Board members and Public Housing residents are encouraged to attend.

A Public Hearing to comment on HACC's 2020-21 Draft Plan will be held on March 19, 2020, before the HACC's Board of Commissioners. The Commissioners meet at 10:00 AM, in their hearing room at the Public Services Building located at 2051 Kaen Road, Oregon City, Oregon. Everyone can attend and comment on the proposed Plan.

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

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

The Draft Plan will be available for review from January 20, 2020 - March 5th, 2020 and can be found online at <https://www.clackamas.us/housingauthority/plansandreports.html>. Hard copies are kept for public review at HACC's administrative office located at 13930 South Gain Street, Oregon City, OR, open Monday through Thursday, 8AM to 6PM. The Plan can also be viewed at the Clackamas County Library, 16201 SE McLoughlin, Oak Grove, OR.

Written comments should be directed to Elizabeth Miller, Housing Authority of Clackamas County, P.O. Box 1510, Oregon City, OR 97045, or by email at emiller@clackamas.us. These comments must be received by March 5th, 2020.

HACC ANNUAL PLAN 2020-2021

Resident Advisory Board Meeting Agenda

Thursday, January 16, 2020 11am – 2pm at Oregon City View Manor Community Center

11:00-11:10 Welcome & Introductions

11:10-11:25 Annual Plan Review – New Activities & Progress Report

We are in a housing crisis and we really need your input, our goal is to help those who have the highest need. We ask that you keep that in mind during today's meeting because we will be talking about policies that may be controversial

Q: Are you changing from PH to S8?

A: Every person that lives in Public Housing during RAD conversion or disposition will get a voucher for as long as you need it. The voucher is administered by HACC. They are tenant protection vouchers.

You will pay between 30-40% of income, towards rent. Overall it is a similar rent structure. The difference is, you will have the opportunity to move anywhere in the county, but you will have to find your own housing location. We are developing lots of housing, but not Public Housing. We will more than double what we have now

- New activities, disposition, extensive planning project that has wrapped up, and a Clackamas Heights grant that we gave back, and no formal plans at this time.
- RAD = Rent Assistance Demonstration
- We have 145 scattered sites, mostly duplex and single family homes. In 2020 we will relocate folks and work with them to relocate or purchase a home (if eligible).
- For every unit we eliminate, we will bring back that unit plus more

Q: How do we do that?

A: \$116.2 million will flow through HACC into Clackamas County over seven years. In one week we will be issuing through a Request for Proposal. We set aside 200 PBV to insert into those communities.

Some additional new activities include:

1. Kaiser and Heathshare are providing HACC with \$1.3 million to provide 80 homeless disabled elderly with this money through the pilot program.
 - Health systems are investing in housing, for better patient outcomes if folks are housed.
 - There are going to be referring agencies that we have not determined yet
 - Will pull names from the Coordinated Housing Access Line (CHA) and receive referrals from service providers.

Q: Who are the 80 to receive the grant?

A: The priority is to serve those who are homeless and medically vulnerable.

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2. New vouchers- 50 Mainstream and 15 –PBV
3. We currently have 7 applications and can serve up to 25 foster youth vouchers—3 year time limit for rent assistance. The idea is to get foster youth in stable housing.
 - These come with case management and wrap around services
4. Rosewood station:
 - 212 (20 PBV) affordable units to those making 60% of Area Median Income or less

Q: Homelessness—what is out definition for homelessness?

A: HUD defines homeless in several different categories: Literally Homeless (living on the street or a place not meant for habitation), Imminent risk of homeless (imminently lose housing with 14 days), Unaccompanied youth and those fleeing DV.

5. 18000 Webster rd. (acquired through Metro bond funds) it will be a very substantial overhaul to turn it into affordable housing –These will be for those 55 and over with 11 for high needs people.

11:25-11:40 Development Update

Hillside Park:

The community vision for us and our stakeholders, was to take the site and redevelop it.

- The Master Plan is complete.
- HACC is working with the City of Milwaukie on Land Use and next steps.
- The master plan shows additional units on the Hillside Park property
- Metro bond resources is our primary source of funding
- The Master Plan will be phased over 7 years, and is estimated to start early to mid-2021 (depending on approvals)
- These are complicated systems, and we are trying to find easier paths, but with so many stakeholders these things take time.

Q: Resident heard a rumor that funding for Hillside Manor came through but not Hillside Park, is this true?

A: We have to get HUD approval to go through with Hillside Park, but we have money set aside for that project, we just haven't started the HUD approval process. Over the next year we will be finalizing the application with HUD and the land use process with the City of Milwaukie

Q: And do you have a plan of where you will start with Hillside Park?

A: We are likely starting on Meek Street, going east to west on 32nd. As I mentioned this will be years away, but check for updates on our website. Our goal is to redevelop and realign to get closer to resources people who need it the most

Oregon City View Manor:

- HACC is still working with HUD on a Section 18 Demolition/Disposition application
- Estimated to move forward over the next few years

Scattered Sites:

- These units are costly, widely dispersed
- Our vision is to pursue Section 18 Demolition/Disposition with HUD
- Potential to create first time homebuyers program for those living in Public Housing and are interested and eligible. We are in housing crisis and this will create an affordable way for residents to become homeowners

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- We may choose to sell some of those scattered sites and leverage those funds to build even more sites.

Q: Are you saying you are going to offer these to those willing to buy it if they can pay for it?

A: Yes, this is our goal, but they would have to qualify for the loan and be able to pay the monthly payments. This is for those who live in scattered sites. We are in talks with Proud Ground and Nedco to discuss partnering to help folks with low interest loans. We are changing our FSS program, and the money goes into an account for folks to be able to save for a down payment.

Metro Affordable Housing Bond:

- \$116 million
- Release our funding to Developers through a Request for Proposals
- Seeking developers housing proposals to build in Clackamas County
- 800 units over 7 years
- 49% of the funds will go to those who need it most (0-30% of area medium income)

Q: When Rosewood Station opens, how many vouchers will be available?

A: Rosewood will be an affordable housing development. 10% of units are project based vouchers (PBV), and the others are tenant based vouchers. Section 8 income requirements are at or below 50% of Area Median Income:

Q: How many people are we going to house after the Hillside Park redevelopment?

A: We will be going from 200 households to closer to 600 households. We are working with the city of Milwaukie to get the parking figured out.

Q: Currently we have cell phone signal problems due to the metal siding and roofs. Will the new buildings be different?

A: New units will have better connectivity and everything prewired for maximum choice. We want to be very proactive about hearing from you and letting us know how we can provide choices to you and others in the community, that way you don't have to decide on whether you can afford to pay rent, or buy food for your family.

11:40-12:00 Public Housing Updates - Review Attachment B

Toni discussed proposed Policy Changes for Public Housing

Chapter 3: Family & Household:

- We are proposing to clarify language around families and households.
- Two or more individuals who are not related by blood, marriage, adoptions, other operation of law, but who either can demonstrate that they have lived together previously or certify that each individual's income and other resources will be available to meet the needs of family.
- Each family must identify the individuals to be included in the family at the time of application, and must update this information if the family's composition changes.

Chapter 3: Screening:

- Changing screening criteria, so we will begin checking landlord references two years, from five years.

Chapter 4: Family & Household:

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- Each family must provide information and update information on family size when applying

Q: If a child is 18 years old, moves out and wants to move back in can they?

A: Section 8 gives up to 6 months for a previous household member to be added back to the household. If it is longer than that, they are not allowed. They will have to apply for housing for themselves as adults.

Chapter 4: Applying for Assistance:

- We are opening the Public Housing and Section 8 waitlists by April

Q: How do you notify public about waitlist opening?

A: we will give over a month notice, and this will go out to the public, the news, through email blast, and on our website. You can apply online, or a paper application (if requested in writing ahead of time). The waitlist will only be open a few days. The waitlist are lottery, so if you apply you may not be chosen

Q: We are opening up Public Housing waitlist even though you mentioned you are doing away with PH?

A: Yes, but then those property will transition to affordable, where our clients will be able to transition to a Tenant based or a PBV list. Applicants are added to the waitlist through a lottery system, so just because you apply, doesn't mean you'll be randomly selected through the lottery.

Chapter 4: Organizing the Waiting list:

- We currently have 18 Public Housing waitlists
- Our goal is to change it to a single waitlist, and we are proposing this to HUD. This offers faster housing and more options.
- Currently one person can be on a waitlist for a 2 bedroom at one site-based waitlist, and has been on the waitlist for 3 or more years. Then when a 2 bedroom opens up and it is in a different location, someone else who may have only been on the waitlist for a year may have the opportunity to have that place, and not the first person simply because we have too many waitlists.

Chapter 4: Homeless Preference:

- Adding and Implementing a homeless preference to Public Housing
- Homeless preference referrals can come from service providers, in addition to the Coordinated Housing Access waitlists.

Chapter 5: Determining Unit Size:

- In an effort to serve more people with the money we receive, we need to tighten the occupancy standards, of 2 per bedroom. It would be 2 per bedroom regardless of age, gender, generational difference etc. The exception would be evaluated through reasonable accommodations.
- This would be a policy change moving forward, so for new households and for those on the transfer list.
- When clients are transitioning due to RAD, a resident will receive the voucher they are eligible for not what size Public housing unit they currently have. This aligns the two policies, to ease the transition.
- HACC is changing it, if you are too large of a family for our PH units, you will be denied, you must meet our occupancy standards or you will be denied.

Q: What about a child who is 16?

A: Age 16 and over means just another adult in house hold

Q: What about adding grandparents?

A: It is a waiver process to be added.

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Chapter 6: Child Care Expense

- Aligns with new Section 8 proposed policies, which allows child care expenses for disabled children over 13 years old

Chapter 9: Conducting Annual reexaminations

- Aligns with Section 8, requiring families to self-report any criminal activity in the household from the previous year. HACC checks everyone (15 yrs or older) to see if they are a sex offender. Section 8 changed this to ask a question on our Annual Paperwork. If we find out that someone did not self-report properly, then we will handle that as a separate process.
- Residents are required to report income within 7 days of any change.
- We are proposing to further define what circumstances would initiate an Interim Exam.

Q: What if a member of the household receives a DUII?

A: you will need to mark yes on the form

Chapter 9: Required Reporting

- Adding new FSS language, regarding when an increase is due to earned income that will result in an increase in escrow credit.

Chapter 13: Over Income Families

- HUD says we can choose if we want our clients to either stay on Public Housing to have households move out of PH. HACC is choosing to have families move out of PH.
- This allows HACC to serve the most vulnerable lowest income families.

Q: When a resident gets higher income, don't you get the option to go to a fair market rent?

A: When we do the annual and you choose flat rent, they are on this for 3 years, unless they lose their job, or their income really changes.

12:00-12:30 Break for Lunch

12:30-1:00 Section 8 Updates - Review Attachment A

Toni discussed proposed Policy Changes for Section 8

Chapter 3: Family & Household

- Discussed above under Public Housing Attachment B

Chapter 4: Targeted Funding

Foster Youth Initiative (FYI), we applied for the family unification grant, this is what we offer, and this is what we have, the FYI serves youth for 36 months from foster care.

Q: Do they get peer support?

A: Yes through DHS

Chapter 4: Selection Method

- A preference puts you on top of the waitlist
- We are proposing to take that language off to transfer from one program to another, these are families who have an emergency and need a transfer, are over housed or under-housed etc.
- Reasonable accommodation- max of 33 referred by Social Services that met the definition of disabled.

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- We removed the requirement that a client must be a Continuum of Care (CoC), Permanent Supportive housing (PSH) provider as this was a barrier to many clients.

Chapter 5: Determining Family Unit Size

- Discussed above under Public Housing Attachment B

Chapter 6: Child Care Expense Deduction

- Discussed above under Public Housing Attachment B

Chapter 10: Housing Assistance Payments

- We are currently able to use and overlap of funds for landlords, now you can have an overlap on the month you are moving.

Chapter 10: Zero HAP

- If a household has reach zero HAP, then they can stay 180 days, then they graduate. This is a HUD requirement. Most people choose to graduate off section 8 so they can be off all assistance.

Chapter 11: Required Reporting Remained Unchanged

- Mid-year change was not adopted

Chapter 16: Updating Payment Standards

- HACC will be updating payments standards by area to encourage lease up in low poverty census tracts change was not adopted

Chapter 17: Rent Limits

- To save funds, HACC put a cap on rents.
- There is an exception, if the project is going to serve a homeless or other high risk person
- Originally on waitlist---we are rewriting this, and new language is going thru CHA, through an agency, then they give us the referral.

Discussed overall staffing changes:

- Rich has transitioned to an Asset Manager only. Toni is taking over Public Housing, so Toni will be in charge of both Rent Assistance programs and Public Housing
- As our portfolio grows, asset mgmt. is more necessary.

1:00-1:20 Capital Fund Overview: Attachment H-I

2019 Capital Fund Completed Projects

- OCVN/SS Roof Project - \$163,322.78
- Clackamas Hts. Decks - \$126,688.72
- Scattered Sites Furnace Project - \$86,500.00
- Asbestos Abatement Services - \$50,000.00
- Asbestos Air Monitoring Services - \$30,000.00
- Modernization of 9680 74th - \$132,503.21
- HACC Wide Flooring - \$250,000.00

2020 Proposed Capital Fund Projects

- On Demand Moving Contract - \$25,000.00

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- On Demand Cabinet Contract - \$125,000.00
- Scattered Sites Fencing Project - \$175,000.00
- On Demand Flatwork Project - \$135,000.00
- Hillside Manor Elevator Upgrades - \$700,000.00

Q: Where do the funds come from when a tenant moves?

A: General unit turnovers, the funds come from operations. For things like floors and cabinets, the funds come from Capital Grant through our on-demand contracts.

Q: Do we need to clean the unit if you will be demolishing it?

A: It is too early to answer that question and this is still a year out. There will be a level of cleaning expectation and that you don't leave personal property in your unit.

Josh discussed a breakdown of next year's proposed funding/budget:

- 1406 - operations 20% of grand total
- 1408 - management improvement software in HAB (\$500.00)
- 1410 - is administration \$122,559.40
- 1411 - audit \$6,500
- 1430 – asbestos or architectural and engineering- \$25,000
- 1450 – onsite improvements \$15,000
- 1460 - PHA Wide Dwelling Improvements \$744,779.10
- 1465 - Ranges & Refrigerators 0.00
- 1475 - Non-Dwelling Equipment \$1,000.00
- 1495 - relocation cost \$10,000

Q: Can you use a pod to relocate people?

A: Yes, depending on the circumstances.

1:20-1:30 Resident Services Overview

- The Board of County Commissioners (BCC) allocated funds to HACC for additional resident services staff to serve Public housing residents. The big news is we went from 1.5 resident services staff to 7:
 - Courtney VanSchoiack: primarily at Clackamas Heights but will soon have office hours at Oregon City View Manor. Her focus is connecting residents to basic needs, food, clothing, furniture etc. Support staff can really help people look at and determine goals, to go to school, employment options and career goals. She handles rent reporting and can connect residents to credit repair resources.
 - Emily Lilly: has taken over the community gardens.
 - Tiffany Kearney: peer support specialist, offering mental health and addiction support. She can meet a person where they are and help with any resources they may need, or if they just want to talk to. Hoping to set up group meetings, bingo etc. maybe just support group-fraud. Maybe a painting group, movie night, cooking, etc.
 - Amy Brinkley: provides administrative support, but is also trained as a peer support specialist. She can offer support for mental health and addiction through lived experiences.
 - Jemila Hart: focused on supporting new people as they enter PH and connect them to basic needs, food, clothing, furniture, etc. Jemila can help people determine goals around school, employment and career goals. She also administers the IDA program.
 - We also have a case manager from Social Services joining the team in the near future.

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- The team is excited about community building activities to help residents engage with Resident Services and their neighbors.

1:30-1:40 Family Self Sufficiency (Section 8) Overview

FSS Program is a 5-year voluntary employment-based program

- The purpose is to provide resources and referrals that will help the participant become as self-sufficient as possible off of government assistance. To complete the program a participant needs full time employment based on their training, education & experience, complete all their goals on the Individual Training and Service Plan (which we work on during the FSS intake) and be off of welfare assistance for 12 consecutive months prior to the expiration of the contract (welfare assistance is TANF only). Escrow account begins accruing after you have an increase in earned income that causes your family rent to increase. For instance, if your rent was \$100 & then your rent increases to \$300 based on earned income, then you could **potentially** earn up \$200 in monthly escrow (the system looks at a number of factors to accrue escrow, so it is not guaranteed). If you successfully graduate from FSS, then you earn the escrow and may choose how to spend it. Participants have graduated earlier than the 5-year limit. We can extend a contract for up to two years, but only for good cause.
- Michell has written Letters of Recommendation for participants, walked through budgets, it all depends on the client. Each participant has a different level of need in the program. Some prefer constant communication, some monthly and some quarterly.
- You are only allowed to use FSS one time.
- A resident is ineligible for FSS if they owe money to HACC. It must be paid off before they can apply.
- There are slots for PH residents and a preference will be given to the scattered sites.
- Some FSS clients concurrently have an IDA (homeownership, vehicle or education).

Q: How can I be the first on PH to be on this program?

A: a letter with information about the FSS program and PH waitlist is being included with the February rent statements. PH residents that do not get rent statements will have a separate letter sent out at the same time. The letter will provide Michell's contact information to request to be added to the waitlist. We will contact those on the waitlist when we begin to pull names from it.

1:40-1:45 Annual Plan Timeline

- The proposed policies are open for public comment from January 20, 2020 through March 5, 2020
- The Public Hearing is open to public on March 19, 2020 at the Public Services Building, on the 4th floor.
- Goes to board for final approval on April 2, 2020
- HACC submits the final Annual Plan to HUD by April 17, 2020
- If you have questions, comments, you can contact Elizabeth at 503-655-8279 or at emiller@clackamas.us

1:45-2pm Questions and Answers

Q: How are you going to go about phasing out scattered sites?

A: We haven't figured out the phasing yet, but we are looking at giving a preference to anyone in any of our Scattered Sites, who are interested and eligible to buy their home. We are also changing our payment standards so people can live in areas where they want, which applies to those families who receive a voucher if their PH Scattered Site unit is sold.

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Comments on HACC Annual Plan

Received anonymously on February 20, 2020

On the proposed change in bedroom allocation: One bedroom for single head of household and another family member, regardless of sex/gender/ age / generation... Targets single adults. And I believe placed significant stress and upheaval on all parties involved for many reasons. To be forced to move to limited one bedroom which are not always cheaper than current units. If one bedroom is shared each person may have to get new furniture (twin beds) a big expense. If one bedroom is shared by an older person and a child, there is increased chance of illness. If one bedroom is shared by a parent, or grandparent and a teenager there will be a lack of privacy and emotional refuge. Sex/gender may make this even more difficult.

How could the teen have friends over? How could the adult have intimate adult visitors or just private time and space?

It was pointed out that one person could sleep in the living room, which means anyone coming to the house is in someone's bedroom at all times and there is no living room for family and friends to gather.

This feels to me like a step backwards from helping the vulnerable and disadvantaged feel more like regular normal families. I don't believe it will work for many families, and will cause problems for many.

On the subject of HUD getting rid of Public Housing- Is this a done deal? Is anyone fighting this change? Moving the Public Housing tenants to Section 8 Vouchers sounds like a big mistake that will lead to many people losing the supports they have now. Which keep the most difficult to house from becoming homeless. Closing Mental Hospital didn't help the mentally ill.

Date: 3/5/20
Subject: HACC Annual Plan Comments
To: Elizabeth Miller
From: Abe Moland, Health and Transportation Impact Planner, CCPHD

Page 8 of 80: **HACC continues to apply for new rental assistance program funding and when awarded is required to have language explaining the populations served by each funding source. Adding new funding sources**

Comments:

Last sentence, 'Adding new funding sources', seems incomplete.

Page 19 of 80: **Removed extra bedroom for single head of household with child(ren). This will make it 2 per bedroom regardless of age, sex, generation or any other consideration.**

Comments/Considerations:

As reader of the plan, it may be helpful a more detailed rationale for the changes outlined in Appendix A. This will be helpful in building larger community capacity on housing issues as well as make the document more accessible.

Considerations:

Crowding negatively impacts resident health, and particularly children and adolescents. Children in crowded homes are more likely to have problems coping with stress, poor parent interactions, negative mental health outcomes, increased risk of injury, elevated blood pressure, and more potential exposure to infectious diseaseⁱ. Studies have also found connections between moving to smaller apartments and higher levels of stress in childrenⁱⁱ. Assessing health across the lifespan using life course theory, the concept that key events and transitions in early life alter developmental trajectories, housing policy can influence the social trajectories of education, work, and family based on the conditions they create for early childhoodⁱⁱⁱ.

Possible policy perspectives/PPB considerations that may influence health outcomes include the age of children (infants vs teenagers), unit dimensions (square footage and design of bedroom and other potential sleeping areas), and quality of other housing elements (heating and cooling availability, indoor air quality, noise). In Clackamas County, 24.1% of households with children are single parent households^{iv}, roughly 93,806 families^v. In reviewing this policy, it will be important to understand what proportion of these households are at income low enough to be affected by this change.

Eliminating a separate bedroom for single heads of households potentially creates preference for two-parent households, as couples with one child are still issued two bedroom units. Maintaining a separate bedroom for single heads of households helps facilitate health in all family types.

Questions:

- What is the rationale for removing the extra bedroom for single head of household?
- How many current HACC residents does this apply to? How many current Clackamas County residents would this apply to? How many applications on waiting lists does this apply to?
- Is this defensible with keeping single person families as eligible for one-bedroom designations?

Page 23 of 80 **HACC is choosing to terminate an over-income family. This will allow HACC to continue serving low income families who need housing.**

Comments:

Households that experience forced moves are more likely to experience poor mental and physical health outcomes^{vi}. Displacement from housing may also disrupt the employment or other circumstances that created the increase in income.

The move itself may result in incurred costs from relocation and set-up, increased transportation costs, and reduced time with family and engaging in other health promoting activities like exercise and sleep^{vii}.

A policy that triggers a forced move of a family based on income thresholds assumes a level of agency on the part of the household to no longer require assistance that may not be true. As families are required to report income changes within 7 days of a change, this leaves little time to conduct a formal housing search. For very low income households, this is likely to involve the use of personal safety nets and information networks (family and friends) and disallow consideration of neighborhood quality and opportunity^{viii}. This also has the potential to disincentivize residents reporting new income for fear of forced transition.

Questions:

- How many over-income households are there currently within the HACC resident population?
- Is over-income family termination common practice in other jurisdictions?
- What are the policies and procedures associated with the termination process? How can this be done incorporating TIC-principles?
- Is this a barrier for low-income economic mobility?

Pg 36 of 80 – Attachment I C. PBV Resident Rights and Participation.

Questions:

- Is this the handout that residents receive? Or is this the policy that dictates what is communicated in that handout? The Table of Contents identifies it as the Residents Right Handout, but it reads as a policy excerpt.

Pg 80 of 80 - HACC may convert its Public Housing properties to Rental Assistance Demonstration (RAD), as a result of the conversion, Capital Grant funding will be reduced by approximately \$894,204/year. HACC may utilize the Replacement Housing Funds (RHF) in the amount of \$147,421, to facilitate RAD conversion.

Questions:

- What does the process look like for resident involvement in the RAD conversion process?

ⁱ Cutts, D. B. et al. (2011). US Housing Insecurity and the Health of Very Young Children. *American Journal of Public Health*. 101(8), p. 1508-1514.

ⁱⁱ Singh, A. et al. (2019). Housing Disadvantage and Poor Mental Health: A Systematic Review. *American Journal of Preventive Medicine*. 57(2): p. 262-272.

ⁱⁱⁱ Elder, G. H. (1998). The Life Course as Developmental Theory. *Child Development*. 69(1), p. 1-12.

^{iv} U.S. Census Bureau, Single-parent Households with Children as a Percentage of Households with Children in Clackamas County, OR [S1101SPHOUSE041005], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/S1101SPHOUSE041005>, March 2, 2020.

^v U.S. Census Bureau, 2014-2018 American Community Survey 5-Year Estimates. Table S1101, retrieved March 2, 2020.

^{vi} University of Wisconsin Population Health Institute. County Health Rankings Key Findings 2019.

^{vii} Matsuoka, M., Lucky, J. (2017). Power, Place, and Public Health: A review of the Literature on the health impacts of displacement & Promise of Inclusive Community Development. Urban & Environmental Policy Institute.

^{viii} Skobba K. Goetz, E. G.. (2013). Mobility Decisions of Very Low-Income Households. *Cityscape: A journal of Policy Development and Research*. 15(2) p. 155-178.

March 19, 2020

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval to execute a temporary easement agreement between the Housing Authority and the
Department of Transportation and Development

Purpose/Outcomes	Approval to execute a temporary easement agreement between the Housing Authority and the Department of Transportation and Development
Dollar Amount and Fiscal Impact	Housing Authority will receive \$511 for temporary easement
Funding Source	N/A
Duration	March 19, 2020 – September 30, 2020
Previous Board Action	none
Strategic Plan Alignment	1. Efficient & effective services 2. Ensure safe, healthy and secure communities
County Counsel	N/A
Contact Person	Jill Smith, Executive Director, Housing Authority 503-742-5336
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval to execute a temporary easement agreement between HACC and Department of Transportation and Development (DTD).

DTD is planning to construct a Truncated Dome Detectable Warning Surface (i.e. an ADA accessible sidewalk feature) on the corner of SE Oak Grove Boulevard & SE Cedar Avenue on a lot owned by HACC. In order to perform this work, DTD needs a Temporary Construction Easement to enter HACC property and construct the improvements. The project benefits HACC and the neighborhood, which has substantial pedestrian traffic given it is located adjacent to commercial properties frequently accessed by the general public.

RECOMMENDATION:

Staff recommends the Housing Authority Board approves the execution of the temporary construction easement. In addition, staff recommends authorizing Jill Smith, Executive Director, to sign the easement on behalf of the HACC Board.

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services

Grantor: Housing Authority of Clackamas County PO Box 1510 Oregon City, OR 97015	State of Oregon
Grantee: Clackamas County 150 Beavercreek Rd. Oregon City, OR 97045	
After Recording Return to: Clackamas County Engineering 150 Beavercreek Rd. Oregon City, OR 97045	
Until a change is requested, all taxes shall be sent to: No Change	Accepted by Clackamas County by Act of the Road Official Acceptance Date: _____
Road Name: _____ DTD Rd. File No.	Authorized by Clackamas County Ordinance No. 02-2009 Project: Oak Grove Blvd ADA Improvements

TEMPORARY CONSTRUCTION EASEMENT
(Corporate or Non Profit Grantor)

For value received, Housing Authority of Clackamas County, (Grantor), hereby grants, bargains, sells and conveys to Clackamas County, a political subdivision of the State of Oregon, its heirs, successors and assigns, (Grantee), a temporary construction easement and right of way for the purpose of constructing improvements as a part of the Oak Grove Blvd ADA Improvements Project. This work will be performed on Grantor's real property located in Clackamas County, State of Oregon.

Grantor's real property is more particularly described as follows: A tract of land located in the NE 1/4 of Section 11, T2S, R1E, WM, as more particularly described by that certain Statutory Warranty Deed recorded June 29, 1990 as Document No. 1990-31209 in the Deed Records of Clackamas County, Oregon.

The Temporary Construction Easement is more particularly described as follows: A strip of land as described and depicted in Exhibits "A" and "B" attached hereto and by this reference made a part hereof (the Easement Area).

The true consideration for this conveyance is Five Hundred Eleven and No/100 Dollars (\$511.00).

This Temporary Construction Easement shall become effective on the date the County crew begins work on the project or the date the County issues the notice to proceed to the contractor and shall terminate six (6) months from that date, or when construction on the property is completed, whichever occurs first.

Grantee shall have the right to enter upon and utilize the Easement Area for the purposes described in this document. Grantee may remove trees, shrubs, brush, paving or other materials within the Easement Area necessary to accomplish these purposes. Grantor shall not install any improvements within the Easement Area without written approval of the Grantee, which approval will not be unreasonably withheld, prior to Grantee's use of the Easement Area for the period of time that this Temporary Construction Easement remains in effect.

Grantee shall repair any damage to the property caused by Grantee's use of the Easement Area for the purposes described in this document. Grantee agrees to hold Grantor harmless for all injury to persons or property caused by Grantee's use of the Easement Area for the purposes described in this document.

"EXHIBIT A"

Oak Grove Blvd ADA Improvements
September 6, 2019
OWNER: Housing Authority of Clackamas County
Page 1 of 1

County Project No. 22238
Map & Tax Lot No. 21E 11AA-00600
File No. 3

Temporary Construction Easement

A parcel of land, as shown on attached Exhibit "B", lying in the Northeast One-Quarter of Section 11, Township 2 South, Range 1 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lot 10, Block 97, Plat of the "Second Subdivision of a Portion of Oak Grove", Plat No 144 Clackamas County Survey Records, also being a portion of that tract of land as described by Deed to Housing Authority of Clackamas County, recorded June 29, 1990 as Document No. 90-31209, Clackamas County Deed Records said parcel being more particularly described as follows:

BEGINNING AT the Southeast corner of said Lot 10, thence along the northerly right-of-way line of SE Oak Grove Boulevard North $88^{\circ}35'23''$ West for a distance of 7.40 feet to a point;

Thence leaving said northerly right-of-way line North $53^{\circ}34'24''$ East for a distance of 9.38 feet to a point on the westerly right-of-way line of SE Cedar Avenue;

Thence South $01^{\circ}28'27''$ West along said westerly right-of-way line for a distance of 5.75 feet to the **POINT OF BEGINNING**.

The Basis of Bearings for this legal description is based on the GPS Observations using the Oregon Real-time GPS Network. The distances are ground distances.

The parcel of land to which this description applies contains 21 square feet, more or less.



RENEWAL DATE: 6-30-21

EXHIBIT "B"

FILE NO. 03

"SECOND SUBDIVISION
OF A PORTION OF
OAK GROVE"

BLOCK 97
LOT 10

HOUSING AUTHORITY OF
CLACKAMAS COUNTY
DOCUMENT NO. 90-31209
21E11AA-00600
1851 & 1853 SE OAK GROVE BLVD

TEMPORARY CONSTRUCTION EASEMENT
AREA=21 SQ. FT.

N53°34'24"E 9.38'

S01°28'27"W 5.75'

N88°35'23"W 7.40'

POINT OF BEGINNING,
SOUTHEAST CORNER TO
LOT 10, BLOCK 97, PLAT
OF THE "SECOND SUBDIVISION
OF A PORTION OF OAK GROVE"

30'

SE CEDAR AVENUE
(60' WIDE)

40'

SE OAK GROVE BLVD
(80' WIDE)

LEGEND:



- DENOTES TEMPORARY CONSTRUCTION EASEMENT



CIP22238

DRAWN BY: MLY

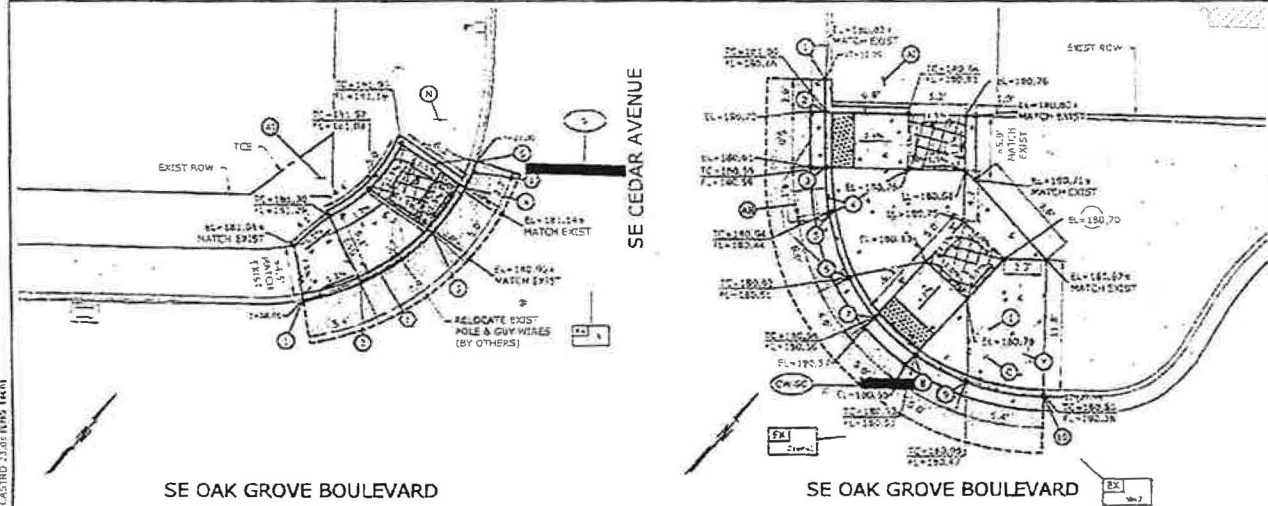
SCALE: 1"=10'

9/6/2019

CHECKED BY: TLG

JOB NO.: 71091-000

SHEET 1 OF 1



LEGEND

TURNING SPACE
MIN. LEVEL AREA: 4'x4'
AND WHEN CONTRADICTED (WITH LONGER DIMENSION IN DIRECTION OF RAMP TRAVEL, FOR THE PURPOSE OF THIS APPLICATION A MAX. 2.0% FINISHED SURFACE SLOPE (FOR DRAINAGE) IS CONSIDERED LEVEL.

TRUNCATED DOME DETECTABLE WARNING SURFACE

SLOPE AS SHOWN
(MAX 2.0% FINISHED SURFACE SLOPE)
(NORMAL SIDEWALK CROSS SLOPE)

SLOPE AS SHOWN
(MAX 8.3% FINISHED SURFACE SLOPE)
(RAMP LENGTH 15' MAX MEASURED ALONG FINISHED SURFACE SLOPE)

SLOPE AS SHOWN
(MAX 5% FINISHED SLOPE) (COUNTERSLOPE)

CONSTRUCTION NOTES:

- SLOPES HOLD OVER ELEVATIONS.
- MAXIMUM CROSS SLOPE CHANGE ON RAMP .5% PER FOOT.
- SEE STANDARD DRAWINGS, FOR DETAILS NOT SHOWN.
- DIMENSIONS AND ELEVATIONS SHALL BE ADJUSTED BY CONTRACTOR AND REVIEWED BY ENGINEER TO FIT FIELD CONDITIONS AND COMPLY WITH STD. DRAWINGS.

1.TOP OF CURB HAS MAXIMUM SLOPE OF 1.5% TO THE STREET RESULTING IN A 0.01' DIFFERENCE IN ELEVATION BETWEEN TOP FRONTFACE OF CURB AND TOP BACK OF CURB.

SCALE: 1"=10'	DATE: 10/13/2019	PROJECT: OAK GROVE BLVD & CEDAR AVE	CLIENT: CLATSOP COUNTY
DESIGNER: MURRAYSMITH	DATE: 10/13/2019	PROJECT: OAK GROVE BLVD & CEDAR AVE	CLIENT: CLATSOP COUNTY
CHECKED: MURRAYSMITH	DATE: 10/13/2019	PROJECT: OAK GROVE BLVD & CEDAR AVE	CLIENT: CLATSOP COUNTY
APPROVED: MURRAYSMITH	DATE: 10/13/2019	PROJECT: OAK GROVE BLVD & CEDAR AVE	CLIENT: CLATSOP COUNTY

OAK GROVE BLVD & CEDAR AVE
SCALE: 1"=10'

LOCATION	GUTTER STA.	GUTTER ELEVATION	BOC ELEVATION
1	3+00.00	181.50	180.92
2	3+05.42	180.70	181.20
3	3+13.33	180.58	180.99
4	3+18.35	181.06	181.07
5	3+21.00	181.25	181.74

CURB RETURN DATA

CURB	DESCRIPTION	GUTTER STA.	ELEV.	CURVE DATA
1	BCR: N645374.19 E7651560.53	3+00	180.50	L = 18.4' Δ = 53°08'02" R = 19.79'
	END: N645381.25 E7651575.14	3+18.35	181.06	
2	BCR: N645381.25 E7651575.14	3+18.35	181.06	L = 2.7' Δ = 13°27'08" R = 11.30'
	END: N645393.58 E7651576.20	3+21.00	181.25	

OAK GROVE BLVD & CEDAR AVE
SCALE: 1"=10'

LOCATION	GUTTER STA.	GUTTER ELEVATION	BOC ELEVATION
1	17+00.00	180.82	181.20
2	17+03.00	180.56	180.67
3	17+08.00	180.59	180.60
4	17+10.81	180.43	180.84
5	17+08.00	180.45	180.95
6	17+16.35	180.51	180.94
7	17+22.57	180.56	180.55
8	17+27.59	180.53	180.54
9	17+32.83	180.49	180.99
10	17+39.86	180.40	180.83

CURB RETURN DATA

CURB	DESCRIPTION	GUTTER STA.	ELEV.	CURVE DATA
2	BCR: N645374.19 E7651560.53	17+08	180.59	L = 8.9' Δ = 18°20'53" R = 27.86'
	END: N645366.19 E7651609	17+17	180.48	
4	BCR: N645366.19 E7651609	17+17	180.49	L = 16.2' Δ = 48°30'16" R = 18.18'
	END: N645354.19 E7651620	17+33	180.48	
5	BCR: N645354.19 E7651620	17+33	180.48	L = 6.41' Δ = 19°07'11" R = 19.20'
	END: N645381.26 E7651575.14	17+40	180.35	

- ### KEY NOTES
- (C) ADJUST EXIST VALVE BOX
 - (I) PROTECT EXIST HYDRANT
 - (N) PROTECT EXIST SIGN
 - (V) REMOVE AND REINSTALL EXISTING SIGNS AND EXIST POST
 - (A) REMOVE CB TRANSITION ADJUST. CB
 - (M) RESTORE WITH MATCHING TOPSOIL AND GRASS SEEDING

90% - SUBMITTAL

CLATSOP COUNTY, OREGON
OAK GROVE BOULEVARD ADA IMPROVEMENTS
PROJECT NO. 2223R
CURB RAMP DETAILS - 2



L:\WORK\PROJECTS\2019\04\04 - Clatsop\Drawings\17-2089\JOB_C_C-183.dwg C:\1\4\6\2019 7:51 PM ANGEL-CASTRO 11/01/2019 11:04 AM

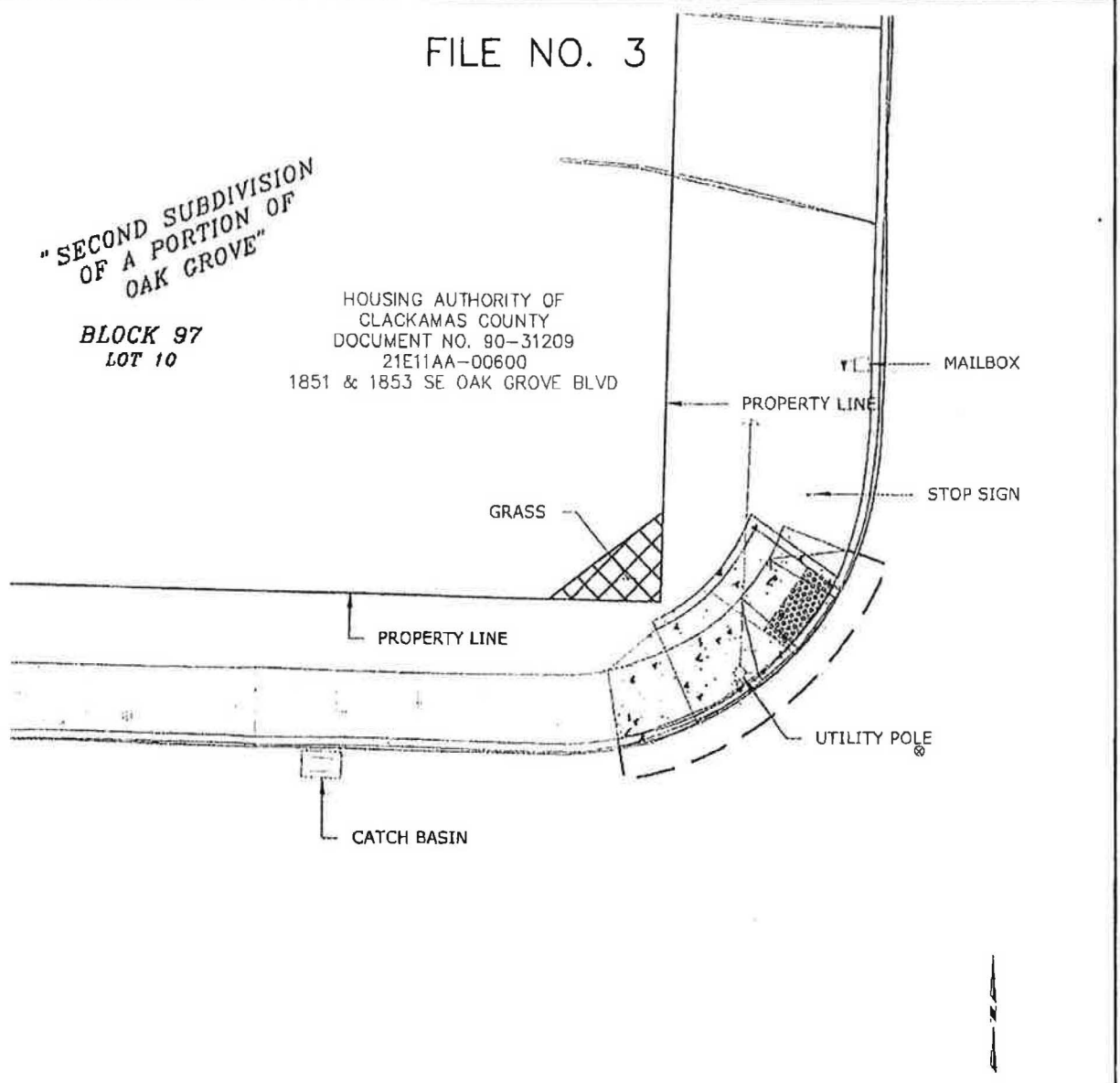
G:\PDX_Projects\17\2007 - Clackamas County Oak Grove Blvd\CAD\Impact Maps\17-2007-OR-ROW_IMPACT_MAP_#2.dwg # 3 9/19/2019 11:21 AM ANGEL CASTRO 23.05 (LMS Tech)

FILE NO. 3

"SECOND SUBDIVISION
OF A PORTION OF
OAK GROVE"

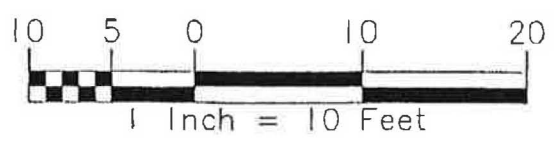
BLOCK 97
LOT 10

HOUSING AUTHORITY OF
CLACKAMAS COUNTY
DOCUMENT NO. 90-31209
21E11AA-00600
1851 & 1853 SE OAK GROVE BLVD



LEGEND:

 - DENOTES TEMPORARY CONSTRUCTION EASEMENT
AREA=21 SQ FT



FILE NO. 3



CLACKAMAS COUNTY

**OAK GROVE BLVD
ADA IMPROVEMENTS**

IMPACT MAP SEPTEMBER 2019
HOUSING AUTHORITY OF
CLACKAMAS COUNTY



murraysmith

CIP Project # 22238

March 19, 2020

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Requesting approval to respond to a Request for Proposals to host a Confluence Americorps participant to serve as the Food Security Coordinator serving residents of Public Housing

Purpose/Outcomes	Requesting approval to respond to a request for proposal to host a Confluence Americorps participant to serve as the Food Security Coordinator serving residents of Public Housing
Dollar Amount and Fiscal Impact	\$13,500.00/year in match dollars
Funding Source(s)	Housing Authority Local Project Funds
Duration	If awarded, Americorps participant will begin September 2020 through July 2021
Previous Board Action	N/A
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Build Public Trust through Good Government 2. Ensure safe, healthy and secure communities
Contact Person	Jill Smith, Executive Director, Housing Authority 503-742-5336
County Counsel	N/A
Contract Number	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, seeks approval to respond to a request for proposal (RFP) to host an Americorps member, as our Food Security Coordinator in our Public Housing properties.

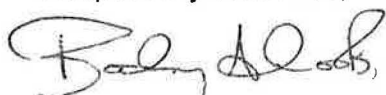
The Americorps member will address issues of food scarcity and food equity in our public housing communities by engaging residents in community gardening programs and a youth summer lunch program. They will be responsible for doing community outreach, for coordinating with partners to provide on-site gardening and nutrition workshops and for organizing volunteers and gardening activities to enhance and maintain the community gardens.

The community gardens are important spaces in Public Housing where significant numbers of residents are engaged as gardeners. Our community gardens have 71 raised garden beds, fruit trees, a bean trellis, a tool shed and an outdoor garden porch.

RECOMMENDATION:

Staff recommends the HACC Board's approval to response to the RFP, to host an Americorps participant. Additionally, staff recommends the HACC Board authorize Jill Smith, HACC Executive Director, to sign on behalf of the HACC Board, all documents related to the award.

Respectfully submitted,

 HHS Deputy / For

Richard Swift, Director
Health, Housing and Human Services

March 19, 2020

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 2020

Purpose/Outcomes	Approval to write off uncollectible rents, late charges and maintenance expenses for the third quarter of fiscal year 2020
Dollar Amount and Fiscal Impact	\$21,891.39 in total collection losses
Funding Source	N/A
Duration	January 1, 2020 – March 31, 2020
Previous Board Action	Second quarter collection losses were approved by the Housing Authority Board of Commissioners on December 19, 2019
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Ensure Safe, Healthy and Secure Communities 2. Build Public Trust through good government
County Counsel	N/A
Contact Person	Jill Smith, Executive Director, Housing Authority 503-742-5336
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval to write off uncollectible rents, late charges and maintenance expenses for the third quarter of fiscal year 2020 (January 1, 2020 – March 31, 2020). The uncollectible amounts are detailed on the attached worksheets.

The total amount proposed for transfer from Accounts Receivable to Collection Loss for the third quarter of fiscal year 2020 is \$21,891.39. Of the total, \$19,252.66 is from Low Rent Public Housing, \$165.51 is from Local Project Fund and \$2,473.22 is from Clackamas Apartments. Of the total third quarter write offs, \$3,330.58 was uncollected rents and \$18,560.81 was 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.

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,



HHS Deputy JF on

Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone: (503) 742-5300 • Fax: (503) 742-5352

www.clackamas.us/community_health

LPF

Collection Loss for the period of

1/1/2020

to


3/31/2020

Third Quarter of Fiscal Year 2020

Unit #	SS #	Name	Rent	Sundry	Total
████████	████████	████████	70.00	95.51	\$ 165.51
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Write-off			70.00	95.51	165.51


Accounting Specialist 1 - Betty McKee


Deputy Director of Finance - Jason Kirkpatrick


Executive Director - Jill Smith

Clackamas Apts

Collection Loss for the period of

1/1/2020

to

3/31/2020

Third Quarter of Fiscal Year 2020

Unit #	SS #	Name	Rent	Sundry	Total
█	█	█	1,157.48	1,315.74	\$ 2,473.22
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Write-off			1,157.48	1,315.74	2,473.22

Betty McKee
Accounting Specialist 1 - Betty McKee

Jason Kirkpatrick
Deputy Director of Finance - Jason Kirkpatrick

Jill Smith
Executive Director - Jill Smith



March 19, 2020

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Resolution 2019-___ for a North Clackamas Parks and Recreation District Supplemental Budget (Greater Than Ten Percent and Transfer of Appropriations) for FY 2019-20

Purpose/Outcomes	Approval of a resolution for a North Clackamas Parks and Recreation District supplemental budget change greater than ten percent and to create a special payments category and transfer appropriations for fiscal year (FY) 2019-20
Dollar Amount and Fiscal Impact	NCPRD will be issuing a payment in the amount of \$14,300,000 to the City of Happy Valley per the settlement agreement dated December 3, 2019. Total District appropriations remain unchanged.
Funding Source	System Development Charges and Hood View sale proceeds
Duration	July 1, 2019 through June 30, 2020
Strategic Plan Alignment	<ul style="list-style-type: none"> Aligns with Business & Community Services strategic priority of providing essential economic development, public spaces, and community enrichment services to residents, businesses, visitors and partners so they can thrive and invest in a healthy, vibrant, and prosperous Clackamas County both now and into the future. Build <i>Public Trust through Good Government</i> by working creatively and cooperatively with the City of Happy Valley to settle their withdrawal from NCPRD
Previous Board Action	<p><i>June 27, 2019 Business Meeting</i> – Resolution Adopting the North Clackamas Parks & Recreation District’s 2019-2020 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2019 through June 30, 2020</p> <p><i>December 3, 2019 Special NCPRD Business Meeting</i> – Approval of Settlement Agreement between the City of Happy Valley and the North Clackamas Parks & Recreation District</p> <p><i>December 12, 2019 Business Meeting</i> – Approval of Resolution No 2019-98 for a North Clackamas Parks and Recreation District Supplemental Budget (Less Than Ten Percent and Budget Reduction) for FY 2019-20</p>
Counsel Review	This supplemental budget document has been reviewed and approved by County Counsel on March 10, 2020.
Contact Person	Elizabeth Gomez, Financial Operations Manager, NCPRD 503-742-4352

BACKGROUND:

Each fiscal year it may become necessary to create new appropriation categories, reduce allocations, allocate additional sources of revenue, transfer budgeted appropriations, and appropriate additional expenditures to more accurately meet the changing requirements of the North Clackamas Parks and Recreation District.

The attached resolution reflects such changes requested in keeping with a legally accurate budget. These changes are in compliance with ORS 294.473, which allows for governing body approval of supplemental budget changes for items greater than ten percent of the qualifying expenditures of the budget fund(s) being adjusted.

The System Development Fund – Zone 3 is transferring \$9,369,530 and the Capital Projects Fund is transferring \$4,930,470 to the newly created Special Payments category within each fund for the payment of funds to the City of Happy Valley, in accordance with the settlement agreement dated December 3, 2019.

This Resolution has no effect on appropriations.

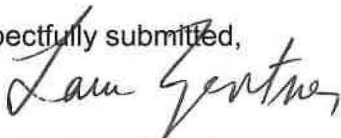
RECOMMENDATION:

Staff respectfully recommends the Board approve Resolution 2019-_____, including Exhibit A, in keeping with a legally accurate budget.

ATTACHMENTS:

1. 1 Resolution 2019-____
2. Exhibit A - Transfer Request Fund HV, March 2020

Respectfully submitted,



Laura Zentner, Director
Business and Community Services

**BEFORE THE BOARD OF
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of a Resolution Providing
Authorization for Adoption of a
Supplemental Budget for Items More than
10 Percent of Total Qualifying
Expenditures, Transferring and Making
Appropriations for Fiscal Year 2019-2020



Resolution No. 2019-____
Page 1 of 2

Whereas, during the fiscal year new appropriation categories may become necessary, changes in appropriated expenditures may become necessary, and appropriation may need to be increased, decreased or transferred from one appropriation category to another, as detailed in the attached Exhibit A which is by this reference made a part of this Resolution;

Whereas, a supplemental budget for the period of July 1, 2019 through June 30, 2020, inclusive, has been prepared, published and submitted to the District taxpayers as provided by statute;

Whereas, a hearing to discuss the supplemental budget was held before the Board of North Clackamas Parks and Recreation District on March 19, 2020;

Whereas, the funds being adjusted are:

- North Clackamas Parks and Recreation District System Development Charges Fund – Zone 3
- North Clackamas Parks and Recreation District Capital Projects Fund

NOW THEREFORE, the Clackamas County Board of County Commissioners acting as the Board of Directors of the North Clackamas Parks and Recreation District resolves as follows:

Pursuant to its authority under ORS 294.473, the supplemental budget is adopted and appropriations established as shown in the attached Exhibit A.

DATED this March 19, 2020

**BOARD OF COUNTY COMMISSIONERS ACTING AS THE BOARD OF DIRECTORS
OF THE NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Chair

Recording Secretary

**SUMMARY OF SUPPLEMENTAL BUDGET
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
Exhibit A
Transfer Request
March 19, 2020**

Recommended items by revenue source:

**North Clackamas Parks and Recreation District
System Development Charges Fund - Zone 3 - Fund 283**

Expenditures:

Special Payments	\$ 9,369,530
Transfers to Other Funds	\$ (2,912,661)
Capital Outlay	(6,456,869)
Total Expenditures	<u><u>\$ -</u></u>

The North Clackamas Parks and Recreation District System Development Charges Fund - Zone 3 is decreasing the *Transfers to Other Funds* category and the *Capital Outlay* category and creating a *Special Payments* category for the transfer of funds to the City of Happy Valley, per the settlement agreement.

**North Clackamas Parks and Recreation District
Capital Projects Fund - Fund 480**

Expenditures:

Special Payments	\$ 4,930,470
Capital Outlay	(4,930,470)
Total Expenditures	<u><u>\$ -</u></u>

The North Clackamas Parks and Recreation District Capital Projects Funds is decreasing the *Capital Outlay* category and creating a *Special Payments* category for the transfer of funds to the City of Happy Valley, per the settlement agreement.



OFFICE OF COUNTY COUNSEL

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

Stephen L. Madkour
County Counsel

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

March 19, 2020

Board of County Commissioners
Board of North Clackamas Parks and Recreation District
Clackamas County

Members of the Board:

Transfer of Park Properties Pursuant to the
Settlement Agreement with the City of Happy Valley

Purpose/Outcomes	Transfer of parks properties as required by Settlement Agreement with the City of Happy Valley.
Dollar Amount and Fiscal Impact	One time settlement payment of \$14,300,000.00, the loss of approximately \$1.5 million in annual property taxes generated in Happy Valley, and the parks to be transferred as described below.
Funding Source	Funding provided by the North Clackamas Parks and Recreation District.
Duration	Effective immediately if approved.
Previous Board Action	Approval of Settlement Agreement on December 3, 2019.
Counsel Review	The deeds have been reviewed by County Counsel on March 11, 2020
Strategic Plan Alignment	Building public trust through good government.
Contact Person	Jeffrey D. Munns, Assistant County Counsel (503) 742-5984
Contract No.	N/A

BACKGROUND:

The Settlement Agreement with the City of Happy Valley in the lawsuits with the North Clackamas Parks and Recreation District included a term to transfer ownership, liability and maintenance of the following parks and properties to Happy Valley:

- Southern Lites Park
- Village Green Park
- Ashley Meadows Park
- Selected parcels in Mt. Talbert Nature Park (those owned by NCPRD and located within City limits)
- Mt. Scott Creek Trail
- Hidden Falls Nature Park

It was agreed that these properties would be transferred by Quitclaim Deed. These transactions must be completed within 30 days after the passage of the legislation that allows for Happy Valley to be withdrawn from the District. The legislation was signed by the Governor on February 27, 2020.

RECOMMENDATION:

Staff recommends the Board approve the transfer of these properties consistent with the settlement agreement on behalf of the North Clackamas Parks and Recreation District and on behalf of Clackamas County.

Respectfully submitted,

Jeffrey D. Munns
Assistant County Counsel

**Until a change is requested,
all tax statements will be sent to:**

Jason Tuck
City Manager
City of Happy Valley
16000 SE Misty Dr.
Happy Valley, OR 97086

After recording return to:

Jason Tuck
City Manager
City of Happy Valley
16000 SE Misty Dr.
Happy Valley, OR 97086

STATUTORY QUITCLAIM DEED

North Clackamas Parks and Recreation District, a county service district, Grantor, releases and quitclaims to the City of Happy Valley, a municipal corporation, Grantee, all right, title, and interest in and to the following described real property:

The property commonly known as Southern Lites Park and the easement upon Tract "A", "MARQUAM HEIGHTS", PLAT NO. 2862, to connect a portion of the Scott Creek Trail.

Legal Description: Real Property in the County of Clackamas, State of Oregon, described as follows:

The real property known as Tract B, SOUTHERN LITES NO. 2, in Clackamas County, Oregon.

Together with as Easement described in Clackamas County Recorder's document No. 2017-010934, more specifically described in "Exhibit A" below.

The true consideration for this conveyance is other value given.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT

TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED: March ____, 2020.

CLACKAMAS COUNTY
BOARD OF COUNTY COMMISSIONERS
Jim Bernard
Sonia Fischer
Ken Humberston
Paul Savas
Martha Schrader

Jim Bernard, Chair

Clackamas County, Oregon, Board of County Commissioners approved this item by Agenda Item Number _____ on March 19, 2020.

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on this _____ day of March, 2020, by Jim Bernard, as Chair of the Clackamas County Board of County Commissioners, and as the Chair of the Board of the North Clackamas Parks and Recreation District, organized and operated under ORS Chapter 451.

Notary Public for Oregon
My Commission Expires: _____

APPROVED AND ACCEPTED BY:

CITY OF HAPPY VALLEY,
a municipal corporation

Jason Tuck
City Manager

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on this _____ day of March, 2020, by Jason Tuck, City Manager for the City of Happy Valley, a municipal corporation.

Notary Public for Oregon
My Commission Expires: _____

Exhibit A

A STRIP OF LAND, 20.00 FEET WIDE, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF HAPPY VALLEY, CLACKAMAS COUNTY, OREGON, BEING A PORTION OF TRACT "A", "MARQUAM HEIGHTS", PLAT NO. 2862, CLACKAMAS COUNTY PLAT RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT "A", "MARQUAM HEIGHTS"; THENCE ALONG THE EAST LINE THEREOF, N.00°18'48" W., 129.33 FEET TO THE POINT-OF-BEGINNING; THENCE S.61°01'13"W., 29.14 FEET; THENCE S.80°37'26"W, 53.97 FEET; THENCE N.86°07'51"W., 47.90 FEET; THENCE N.80°07'14"W., 50.83 FEET; THENCE N.73°26'53"W., 34.85 FEET; THENCE 21.43 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 24°33'08" (THE LONG CHORD BEARS N.85°43'28"W., 21.26 FEET); THENCE S.81°59'59"W., 26.78 FEET; THENCE 70.83 FEET ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 40°34'55" (THE LONG CHORD BEARS N.77°42'34"W., 69.36 FEET); THENCE N.57°25'06"W., 3.90 FEET TO THE WEST LINE OF TRACT "A", "MARQUAM HEIGHTS"; THENCE ALONG SAID WEST LINE, N.00°17'36"W., 23.81 FEET; THENCE S.57°25'06"E., 16.83 FEET; THENCE 56.66 FEET ALONG THE ARC OF A 80.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 40°34'55" (THE LONG CHORD BEARS S.77°42'34"E., 55.49 FEET); THENCE N.81°59'59"E., 26.78 FEET; THENCE 30.00 FEET ALONG THE ARC OF A 70.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 24°33'08" (THE LONG CHORD BEARS S.85°43'28"E., 29.77 FEET); THENCE S.73°26'53"E., 33.69 FEET; THENCE S.80°07'14"E., 48.62 FEET; THENCE S.86°07'51"E., 44.53 FEET; THENCE N.80°37'26"E., 48.20 FEET; THENCE N.61°01'13"E., 36.62 FEET TO THE EAST LINE OF AFOREMENTIONED TRACT "A"; THENCE ALONG SAID EAST LINE, S.00°18'48"E., 22.79 FEET TO THE POINT-OF-BEGINNING, CONTAINING 6816 SQUARE FEET, MORE OR LESS.

**Until a change is requested,
all tax statements will be sent to:**

Jason Tuck
City Manager
City of Happy Valley
16000 SE Misty Dr.
Happy Valley, OR 97086

After recording return to:

Jason Tuck
City Manager
City of Happy Valley
16000 SE Misty Dr.
Happy Valley, OR 97086

STATUTORY QUITCLAIM DEED

North Clackamas Parks and Recreation District, a county service district, Grantor, releases and quitclaims to the City of Happy Valley, a municipal corporation, Grantee, all right, title, and interest in and to the following described real property:

The property commonly known as Village Green Park.

Legal Description: Real Property in the County of Clackamas, State of Oregon, described as follows:

Tract B of SUNNYSIDE VILLAGE 3, in the County of Clackamas and State of Oregon.

The true consideration for this conveyance is other value given.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING

PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

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DATED: March _____, 2020.

CLACKAMAS COUNTY
BOARD OF COUNTY COMMISSIONERS
Jim Bernard
Sonia Fischer
Ken Humberston
Paul Savas
Martha Schrader

Jim Bernard, Chair

Clackamas County, Oregon, Board of County Commissioners approved this item by Agenda Item Number _____ on March 19, 2020.

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on this _____ day of March, 2020, by Jim Bernard, as Chair of the Clackamas County Board of County Commissioners, and as the Chair of the Board of the North Clackamas Parks and Recreation District, organized and operated under ORS Chapter 451.

Notary Public for Oregon
My Commission Expires: _____

APPROVED AND ACCEPTED BY:

CITY OF HAPPY VALLEY,
a municipal corporation

Jason Tuck
City Manager

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on this _____ day of March, 2020, by Jason Tuck, City Manager for the City of Happy Valley, a municipal corporation.

Notary Public for Oregon
My Commission Expires: _____

**Until a change is requested,
all tax statements will be sent to:**

Jason Tuck
City Manager
City of Happy Valley
16000 SE Misty Dr.
Happy Valley, OR 97086

After recording return to:

Jason Tuck
City Manager
City of Happy Valley
16000 SE Misty Dr.
Happy Valley, OR 97086

STATUTORY QUITCLAIM DEED

North Clackamas Parks and Recreation District, a county service district, Grantor, releases and quitclaims to the City of Happy Valley, a municipal corporation, Grantee, all right, title, and interest in and to the following described real property:

The property commonly known as Ashley Meadows Park.

Legal Description: Real Property in the County of Clackamas, State of Oregon, described as follows:

Tract A of OREGON TRAILS ESTATES, in the County of Clackamas and State of Oregon.

The true consideration for this conveyance is other value given.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING

PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

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DATED: March _____, 2020.

CLACKAMAS COUNTY
BOARD OF COUNTY COMMISSIONERS
Jim Bernard
Sonia Fischer
Ken Humberston
Paul Savas
Martha Schrader

Jim Bernard, Chair

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on this _____ day of March, 2020, by Jim Bernard, as Chair of the Clackamas County Board of County Commissioners, and as the Chair of the Board of the North Clackamas Parks and Recreation District, organized and operated under ORS Chapter 451.

Notary Public for Oregon
My Commission Expires: _____

APPROVED AND ACCEPTED BY:

CITY OF HAPPY VALLEY,
a municipal corporation

Jason Tuck
City Manager

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on this _____ day of March, 2020, by Jason Tuck, City Manager for the City of Happy Valley, a municipal corporation.

Notary Public for Oregon
My Commission Expires: _____

**Until a change is requested,
all tax statements will be sent to:**

Jason Tuck
City Manager
City of Happy Valley
16000 SE Misty Dr.
Happy Valley, OR 97086

After recording return to:

Jason Tuck
City Manager
City of Happy Valley
16000 SE Misty Dr.
Happy Valley, OR 97086

STATUTORY QUITCLAIM DEED

North Clackamas Parks and Recreation District, a county service district, Grantor, releases and quitclaims to the City of Happy Valley, a municipal corporation, Grantee, all right, title, and interest in and to the following described real property:

The property commonly known as NCPRD owned, and partially owned, parcels within the Mount Talbert Nature Park.

Legal Description: Real Property in the County of Clackamas, State of Oregon, described as follows:

See "Exhibit A" below.

The true consideration for this conveyance is other value given.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING

PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

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DATED: March _____, 2020.

CLACKAMAS COUNTY
BOARD OF COUNTY COMMISSIONERS
Jim Bernard
Sonia Fischer
Ken Humberston
Paul Savas
Martha Schrader

Jim Bernard, Chair

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on this _____ day of March, 2020, by Jim Bernard, as Chair of the Clackamas County Board of County Commissioners, and as the Chair of the Board of the North Clackamas Parks and Recreation District, organized and operated under ORS Chapter 451.

Notary Public for Oregon
My Commission Expires: _____

APPROVED AND ACCEPTED BY:

CITY OF HAPPY VALLEY,
a municipal corporation

Jason Tuck
City Manager

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on this _____ day of March, 2020, by Jason Tuck, City Manager for the City of Happy Valley, a municipal corporation.

Notary Public for Oregon
My Commission Expires: _____

Exhibit A

PARCEL 1 (Tax Lot 22E 03 01100) as last recorded in Clackamas County Recorder's document 98-000988: The Southwest one-quarter of the Northeast one-quarter and the Southeast one-quarter of the Northwest one-quarter of Section 3, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, EXCEPTING THEREFROM that portion lying within the boundaries of public roads.

ALSO EXCEPTING THEREFROM the following described property a tract of land in Section 3, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, said initial point bearing South 89° 56' 08" West 1322.20 feet and North 00° 01' 00" West 30.50 feet from the Southeast corner Northeast one-quarter corner Section 3, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon; thence from said initial point North 00° 01' 00" West along said East line 1289.91 feet to the Northeast corner of the Southwest one-quarter of the Northeast one-quarter of said Section 3; thence North 89° 57' 18" West along the North line of the Southwest one-quarter of the Northeast one-quarter of said Section 3, 375.69 feet; thence leaving said North line, South 40° 05' 08" East, 193.00 feet; thence South 14° 39' 23" East, 243.65 feet; thence South 75° 20' 37" West, 108.22 feet; thence South 14° 39' 23" East, 15.00 feet; thence North 75° 20' 37" East, 108.22 feet; thence South 11° 24' 52" East, 86.25 feet; thence South 01° 11' 56" West 90.87 feet; thence North 88° 48' 04" West, 100.00 feet; thence North 01° 11' 56" East 5.96 feet to the point of curve left of a 422.00 foot radius curve; thence along the arc of said curve left through a central angle of 02° 52' 20", 21.15 feet (chord bears North 00° 14' 14" West, 21.15 feet); thence South 88° 19' 36" West, 44.00 feet to a point of nontangent curvature; thence Southeasterly along the arc of a 378.00 foot radius curve right (the radius point of which bears South 88° 19' 36" West) through a central angle of 02° 52' 20", 18.95 feet (chord bears South 00° 14' 14" East 18.95 feet); thence South 89° 33' 00" West, 84.59 feet; thence North 89° 57' 18" West, 150.00 feet; thence North 79° 06' 18" West, 157.31 feet; thence South 81° 56' 45" West 142.59 feet; thence South 16° 56' 14" West, 185.00 feet; thence South 28° 57' 44" East, 217.58 feet to a point of nontangent curvature; thence Southwesterly along the arc of a 56.00 foot radius curve left (the radius point of which bears South 28° 57' 44" East) through a central angle of 56° 06' 31", 54.84 feet (chord bears South 32° 59' 00" West, 52.67 feet); thence South 44° 24' 38" West, 66.63 feet; thence South 17° 30' 50" East 145.00 feet; thence North 88° 17' 57" East, 115.00 feet; thence South 29° 33' 54" East 95.00 feet; thence South 57° 49' 50" East 91.86 feet to the Northerly line of SE Mather Road, County Road No. 242; thence South 89° 00' 34" East along said Northerly line, 367.82 feet; thence South 89° 09' 34" East 218.12 feet to the initial point.

PARCEL 2 (Taxlot 22E 03AB 00300 and 22E 03AB 00400) as last recorded in Clackamas County Recorder's document 98-000988: Part of the Northwest one-quarter of the Northeast one-quarter of Section 3; in Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as:

Beginning at the Northwest corner of that tract of land conveyed to Orris J. Fry and Bernice Craig Fry, his wife, by deed recorded April 17, 1944, in Book 323, page 429, Clackamas County Records, which beginning point is also Northwesterly, along the centerline of the Milwaukie-Foster County Road, 200.00 feet, more or less, from the intersection of said centerline, with the East line of the Northwest one-quarter of the Northeast one-quarter of said Section 3, from said beginning point; running thence Northwesterly, along the centerline of said road, 150.00 feet, more or less, to the most Westerly Northwest corner of that tract of land conveyed to Louis T. Birkenfeld and Ruth W. Birkenfeld, his wife, by deed recorded July 22, 1939, in Book 260, page 86, said records; running thence South 16° 00' West, along the West line of said Birkenfeld tract, to the Southwest corner of said tract, which is located on the South line of the Northwest one-quarter of the Northeast one-quarter of said Section 3; running thence East, on the 1116th Section line, 160.00 feet, more or less, to the Southwest corner of the aforementioned Fry tract; running thence North 16° 00' East, along the West line of said Fry tract, 1150.00 feet, more or less, to the point of beginning;

EXCEPTING THEREFROM that tract of land conveyed to Clackamas County by Deed recorded in Book 605, page 86.

PARCEL 3 (Taxlot 22E 03C 00200) as last recorded in Clackamas County Recorder's document 98-113254: A parcel of land lying in the East one-half of the Southwest one-quarter and the Northwest one-quarter of the Southeast one-quarter of Section 3, Township 2 South, Range 2 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at a one-half inch iron pipe marking the Northwest corner of the tract of land patented to David Moll, et ux, by instrument recorded in Volume "M" at Page 421, Clackamas County Records, which corner is described in said Patent as being the Northwest corner of the East one-half of the Southwest one-quarter of said section and which tract is referred to of record as the Moll Homestead .Tract; thence South 0° 31' East along the West line of said Moll Tract, 1833.52 feet to a point in the center line of the Mather (County) Road; thence using a bearing of North 82° 28' East along the center line of said road, 597.05 feet to the Southwest corner of the tract conveyed to V. P. Koon by deed recorded in Book 542, page 696, thence using a bearing of North 4° 59' East (record shows North 7° 45' East) along the line of said Koon Tract, 20.49 feet to an iron rod set in the Northerly line of said Mather Road; thence continuing North 4° 59' East along the line of said Koon Tract, 749.31 feet to an iron rod set to mark the Northwest corner thereof; thence North 82° 28' East (record shows North 82° 45' East) along the Northerly line of said Koon tract, 849.00 feet to an iron rod set to mark the Northeast corner thereof at a point on the Easterly line of the tract conveyed to Frank M. Leslie as Tract 1, in Deed recorded in Book 542, page 694; thence using a bearing of North 4° 59' East (record shows North 7° 45' East) along the line of said Leslie Tract, 70.33 feet to an iron pipe set to mark the Southeast corner of a tract conveyed to Lee Cochran by Deed recorded in Book 260, page 448; thence North 82° 25' West, 324.00 feet to an iron pipe set to mark the Southwest corner of said Cochran Tract thence North 4° 59' East (record shows North 7° 45' East) along the West line of said Cochran Tract, 781.76 feet to an iron pipe set to mark the Northwest corner thereof at a point in the North line of aforesaid Moll Tract; thence West along the North line of said Moll Tract, 1268.01 feet to the point of beginning.

PARCEL 4 (Taxlot 22E 03C 00300) as last recorded in Clackamas County Recorder's document 99-034952: A parcel of land in the Southwest one-quarter of Section 3, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows: Commencing at a 1/2 inch iron pipe at the Northeast corner of Parcel "A" of that certain tract of land described in deed to Specialty Concessions, Inc., recorded October 18, 1983, Fee No. 83 34830, said point also being located South 00° 08' 16" West 2099.98 feet from the Northeast corner of Section 4, Township 2 South, Range 2 East; thence South 00° 07' 38" West along the East line of said Parcel "A" 331.30 feet; thence South 01° 09' 51" East 243 feet, more or less, to the one-quarter section corner between Sections 3 and 4, also being the Northeast corner of Parcel III described in Deed to Specialty Concessions recorded June 24, 1982, Fee No. 82 17361 and the true point of beginning of the herein described tract of land; thence along the Northerly line of the Southwest one-quarter of said Section 3, Easterly 1320 feet, more or less, to the Northeast corner of the Northwest one-quarter of said Southwest one-quarter; thence along the Easterly line of said Northwest one-quarter of the Southwest one-quarter and along the Easterly line of Government Lot 1 of said Section 3, Southerly 1539.91 feet, more or less, to the most Easterly Northeast corner of that tract of land conveyed to Park Mountain, a joint venture recorded September 20, 1989, Fee No. 89 41980; thence along the Northerly line South 89° 57' 04" West 320.00 feet; thence North 62° 18' 38" West 129.97 feet; thence North 37° 40' 40" West 500.00 feet; thence North 62° 43' 39" West 416.13 feet to the most Northerly corner of said Park Mountain tract and, being the Southern most point of a tract of land conveyed to Park Mountain, an Oregon joint venture consisting of David L. Farr and Terry Goldbeck, recorded April 9, 1993, Fee No. 93 23205; thence along said Easterly line the following courses: North 08° 03' 11" East, a distance of 113.43 feet to an iron rod; North 32° 23' 17" West a distance of 53.67 feet to an iron rod; North 48° 52' 08" West, a distance of 250.28 feet to an iron rod to a point on the West line of Section 3; thence North 00° 09' 51" West along said section line, a distance of 560.00 feet to the true point of beginning.

PARCEL 5 (Taxlot 22E 03AC 03800) as last recorded in Clackamas County Recorder's document 95-24680: See Plat No. 3182, Tract "A", CEDAR PARK No. 1, a duly recorded subdivision in Clackamas County, Oregon.

PARCEL 6 (Taxlot 22E 03B 01300) as last recorded in Clackamas County Recorder's document 2010-039386: Tract "A", Partition Plat 2010-023, in the County of Clackamas, State of Oregon.

PARCEL 7 (Taxlot 22E 03B 00400) as last recorded in Clackamas County Recorder's document 2011-075497: Part of Section 34, Township 1 South, Range 2 East of the Willamette Meridian, and part of Section 3, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at a point 1309.44 feet East of the section corner of Sections 3, 4, 33 and 34 in Townships 1 and 2 South, Range 2 East of the Willamette Meridian; thence running North 459.36 feet, more or less, to the center of the Milwaukie Damascus County Road; thence East along center line of road 340.56 feet to the West line of 50-acre tract described in deed of Wm. Boyd to Borsch, Sechtem, et al, in Book 28 of Deeds, Page 326, Records of Clackamas County, Oregon; thence South on the West line of the above-mentioned 50-acre tract, 1770.12 feet; thence West 340.56 feet; thence North 1356.96 feet to the place of beginning.

EXCEPT that portion thereof conveyed to Rudolph Greeger by deed recorded in Book 432, Page 34 7, Deed Records of Clackamas County, Oregon.

EXCEPTING THEREFROM that portion as described in Deed to Clackamas County recorded February 4, 1985, as Recorder's Fee No. 85-03714.

AND FURTHER EXCEPTING THEREFROM all of the above-described tract lying within the following: Beginning at a 5/8-inch iron rod with yellow plastic cap stamped "Compass Corp." at the intersection of the South line of relocated Sunnyside Road (33.00 feet from centerline) with the East line of PARK.SIDE, a plat of record in Clackamas County, Oregon; thence along a line parallel to and 33.00 feet South of the centerline of relocated Sunnyside Road North 86 degrees 14 minutes 20 seconds East, 133.93 feet to a point which is located South 03 degrees 45 minutes 40 seconds East, 33.00 feet from a found 5/8-inch iron rod with yellow plastic cap stamped "OSHD" in the centerline of relocated Sunnyside Road at station P.S. 533 + 49.28; thence continuing parallel with and 33.00 feet from the centerline of relocated Sunnyside Road along a curve of which the long chord bears North 87 degrees 34 minutes 06 seconds East, 397.61 feet (said centerline is more particularly described as follows: a 400-foot spiral curve, S=4 degrees, D=2 degrees) to a found 5/8-inch iron rod with yellow cap stamped "OSHD" at a point which is located South 00 degrees 14 minutes 20 seconds West, 33.00 feet from a found 5/8-inch iron rod with yellow plastic cap stamped "OSHD" in the centerline of relocated Sunnyside Road at station P.S.C. 537 + 49.28; thence continuing parallel with and 33.00 feet from the centerline of relocated Sunnyside Road 127 .66 feet along the arc of a 2831. 79 foot radius curve concave to the South through a central angle of 02 degrees 34 minutes 59 seconds (long chord bears South 88 degrees 28 minutes 10 seconds East, 127.65 feet) to a point on the West line of that parcel of land conveyed to Rudolph Groeger by quit claim deed recorded in Book 432, Page 347, Clackamas County Deed Records; thence along the West line of said Groeger parcel South 02 degrees 21 minutes 26 seconds West, 267 .39 feet; thence leaving the West line of said Groeger parcel South 19 degrees 27 minutes 53 seconds West, 46.40 feet; thence South 33 degrees 20 minutes 07 seconds West, 193.01 feet; thence South 50 degrees 56 minutes 04 seconds West 97.07 feet; thence South 61 degrees 35 minutes 27 seconds West, 58.64 feet; thence South 74 degrees 57 minutes 56 seconds West, 67.75 feet; thence South 64 degrees 05 minutes 55 seconds West, 54.39 feet; thence South 74 degrees 50 minutes 31 seconds West, 99.77 feet; thence South 69 degrees 09 minutes 32 seconds West, 190.02 feet to a point on the East line of the aforementioned plat of PARKSIDE; thence along the East line of said PARK.SIDE North 00 degrees 01 minutes 14 seconds East, 224.62 feet; thence North 01 degrees 23 minutes 03 seconds West, 449.53 feet to the point of beginning.

PARCEL 8 (Taxlot 22E 03B 00500) as last recorded in Clackamas County Recorder's document 2011-075497: Part of the Southwest one-quarter of the Southwest one-quarter of Section 34, Township 1 South, Range 2 East of the Willamette Meridian, and part of the Northwest one-quarter of the Northwest one-quarter of Section 3, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at a point which is 14.77 chains East of the corner common to Sections 3, 4, 33 and 34, in Township 1 South and Township 2 South, Range 2 East of the Willamette Meridian; thence North 6.96 chains; thence East 5.07 chains; thence South 27.52 chains; thence West 5.07 chains; thence North 20.56 chains to the place of beginning.

SA VE AND EXCEPTING the following-described property: Beginning at the Northwest corner of the above-described tract; thence South 657.80 feet; thence East 132.26 feet; thence North 657.80 feet; thence West 132.26 feet to the place of beginning.

ALSO SAVE AND EXCEPT that portion in public roads.

ALSO EXCEPTING THEREFROM that portion conveyed to Clackamas County, a political subdivision of the State of Oregon by Deed recorded October 11, 1984, as Record's Fee No. 84-35483.

AND FURTHER EXCEPTING THEREFROM all that portion of the above-described tract lying within the following:

Beginning at a 5/8-inch iron rod with yellow plastic cap stamped "Compass Corp." at the intersection of the South line of relocated Sunnyside Road (33.00 feet from centerline) with the East line of PARK.SIDE, a plat of record in Clackamas County, Oregon; thence along a line parallel to and 33.00 feet South of the centerline of relocated Sunnyside Road North 86 degrees 14 minutes 20 seconds East, 133.93 feet to a point which is located South 03 degrees 45 minutes 40 seconds East, 33.00 feet from a found 5/8-inch iron rod with yellow plastic cap stamped "OSHD" in the centerline of relocated Sunnyside Road at station P.S. 533 + 49.28; thence continuing parallel with and 33.00 feet from the centerline of relocated Sunnyside Road along a curve of which the long chord bears North 87 degrees 34 minutes 06 seconds East, 397.61 feet (said centerline is more particularly described as follows: a 400-foot spiral curve, S=4 degrees, D=2 degrees) to a found 5/8-inch iron rod with yellow cap stamped "OSHD" at a point which is located South 00 degrees 14 minutes 20 seconds West, 33.00 feet from a found 5/8-inch iron rod with yellow plastic cap stamped "OSHD" in the centerline of relocated Sunnyside Road at station P.S.C. 537 + 49.28; thence continuing parallel with and 33.00 feet from the centerline of relocated Sunnyside Road 127 .66 feet along the arc of a 2831.79 foot radius curve concave to the South through a central angle of 02 degrees 34 minutes 59 seconds (long chord bears South 88 degrees 28 minutes 10 seconds East, 127.65 feet) to a point on the West line of that parcel of land conveyed to Rudolph Groeger by quit claim deed recorded in Book 432, Page 347, Clackamas County Deed Records; thence along the West line of said Groeger parcel South 02 degrees 21 minutes 26 seconds West, 267 .3 9 feet; thence leaving the West line of said Groeger parcel South 19 degrees 27 minutes 53 seconds West, 46.40 feet; thence South 33 degrees 20 minutes 07 seconds West, 193.01 feet; thence South 50 degrees 56 minutes 04 seconds West 97.07 feet; thence South 61 degrees 35 minutes 27 seconds West, 58.64 feet; thence South 74 degrees 57 minutes 56 seconds West, 67.75 feet; thence South 64 degrees 05 minutes 55 seconds West, 54.39 feet; thence South 74 degrees 50 minutes 31 seconds West, 99.77 feet; thence South 69 degrees 09 minutes 32 seconds West, 190.02 feet to a point on the East line of the aforementioned plat of PARK.SIDE; thence along the East line of said PARK.SIDE North 00 degrees 01 minutes 14 seconds East, 224.62 feet; thence North 01 degrees 23 minutes 03 seconds West, 449.53 feet to the point of beginning.

PARCEL 9 (Taxlot 22E 03DB 00610) as last recorded in Clackamas County Recorder's document 2009-087738: TRACT A, WILLINGHAM HEIGHTS, in the County of Clackamas and State of Oregon

All parcels subject to easements, covenants, conditions, restrictions, and reservations of record thereon.

**Until a change is requested,
all tax statements will be sent to:**

Jason Tuck
City Manager
City of Happy Valley
16000 SE Misty Dr.
Happy Valley, OR 97086

After recording return to:

Jason Tuck
City Manager
City of Happy Valley
16000 SE Misty Dr.
Happy Valley, OR 97086

STATUTORY QUITCLAIM DEED

North Clackamas Parks and Recreation District, a county service district, Grantor, releases and quitclaims to the City of Happy Valley, a municipal corporation, Grantee, all right, title, and interest in and to the following described real property:

The property commonly known as Hidden Falls Park.

Legal Description: Real Property in the County of Clackamas, State of Oregon, described as follows:

PARCEL I:

Parcel 9, partition plat no. 2017-032, in The City of Happy Valley, Clackamas County, Oregon, according to the official plat thereof recorded May 2, 2017 as Document No. 2017-29436.

PARCEL II:

Tract "E", HIDDEN FALLS NO. 3, in the City of Happy Valley, Clackamas County, Oregon, according to the official plat thereof recorded November 9, 2018 as Document No. 2018-068766.

The true consideration for this conveyance is other value given.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS

INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED: March _____, 2020.

CLACKAMAS COUNTY
BOARD OF COUNTY COMMISSIONERS
Jim Bernard
Sonia Fischer
Ken Humberston
Paul Savas
Martha Schrader

Jim Bernard, Chair

Clackamas County, Oregon, Board of County Commissioners approved this item by Agenda Item Number _____ on March 19, 2020.

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on this _____ day of March, 2020, by Jim Bernard, as Chair of the Clackamas County Board of County Commissioners, and as the Chair of the Board of the North Clackamas Parks and Recreation District, organized and operated under ORS Chapter 451.

Notary Public for Oregon
My Commission Expires: _____

APPROVED AND ACCEPTED BY:

CITY OF HAPPY VALLEY,
a municipal corporation

Jason Tuck
City Manager

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on this _____ day of March, 2020, by Jason Tuck, City Manager for the City of Happy Valley, a municipal corporation.

Notary Public for Oregon
My Commission Expires: _____



**BUSINESS AND COMMUNITY SERVICES
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Development Services Building
150 Beavercreek Road, Oregon City, OR 97045

Laura Zentner, BCS Director

March 19, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order Authorizing the North Clackamas Parks and Recreation District to apply for a **Local Government Grant** from the Oregon Parks and Recreation Department for Development of Milwaukie Bay Park

and

Board Order Authorizing the North Clackamas Parks and Recreation District to apply for a **Land and Water Conservation Fund** grant from the Oregon Parks and Recreation Department for Development of Milwaukie Bay Park

Purpose/Outcomes	NCPRD requests approval to apply for two (2) grants from the Oregon Parks and Recreation Department (OPRD) to complete development of Milwaukie Bay Park: the Local Government Grant Program (LGGP) and the Land and Water Conservation Fund (LWCF)
Dollar Amount and Fiscal Impact	The LGGP grant application seeks up to \$750,000 in funding and the LWCF grant application seeks up to \$1,000,000 in funding, both to match NCPRD funds. The total project cost is estimated at \$9,600,000.
Funding Source	Includes NCPRD System Develop Charges and NCPRD Local Share (Metro Bond 2019)
Duration	If awarded, grant funds are available for two years
Strategic Plan Alignment	<ul style="list-style-type: none"> • Provide economic development, public spaces, and community enrichment services to residents, businesses, visitors, and partners so they can thrive and prosper in healthy and vibrant communities. • Promote a <i>Healthy and Active Lifestyle</i> by providing a park with recreational pathways, equipment and spaces • Designed with a lens of <i>Equity, Diversity and Inclusion</i>, engaging diverse audiences and maximizing park connections • Promote <i>Carbon Neutrality</i> by providing higher quality natural areas and access by alternative modes of transportation
Previous Board Action	N/A
Counsel Review	Board Orders reviewed and approved by County Counsel on March 9, 2020.
Contact Person	Heather Koch, NCPRD Senior Planner, 503-742-4354

BACKGROUND:

North Clackamas Parks & Recreation District, a division of Business & Community Services, is applying for two grants from the OPRD to help fund completion of Milwaukie Bay Park. Two Board Orders are provided as individual orders are needed for two separate grant applications.

NPCRD partnered with the City of Milwaukie ("City") in 2018-19 to develop a final design to complete three acres of undeveloped land at Milwaukie Bay Park. The design includes an amphitheater, nature play area, interactive water feature, plaza with picnic terrace, a permanent alignment for the trolley trail, pathways, natural areas, public art and restrooms. NPCRD has also engaged a broad and diverse range of over 1,300 community members throughout the District, advanced a funding strategy to leverage local, regional, state and other funds, and developed a process to build a preconstruction and construction services team in FY20-21.

The park is identified as a high priority need in the 2004 NPCRD Master Plan and 2007 NPCRD Parks and Recreation System Development Charges (SDC) Update Methodology Report and Capital Improvements Plan. NPCRD is partnering with the City to complete design and construction documents and construct the park. The City owns the park and NPCRD plans for, develops and manages the City's parks under an Intergovernmental Agreement. For construction planned in 2021, NPCRD is seeking up to \$750,000 in OPRD LGGP funding and up to \$1,000,000 in OPRD LWCF funding. NPCRD matching funds for this grant will be provided through System Development Charges and NPCRD Local Share from the 2019 Metro Parks and Nature Bond. Each grant application requests funding for discrete applicable portions of the full project, and will be combined with other local funds and grant funds to achieve full funding for the project.

A Clackamas County Grant Life Cycle Process Form has been completed and approved by the County Administrator and is attached.

RECOMMENDATION:

Staff recommends the Board of County Commissioners of Clackamas County, acting as the Board of Directors of the North Clackamas Parks and Recreation District, approve the following:

- Board Order authorizing staff to proceed with the Oregon Parks and Recreation Department Local Government Grant Program application.
- Board Order authorizing staff to proceed with the Oregon Parks and Recreation Department Land and Water Conservation Fund application.

ATTACHMENTS:

1. Resolution Authorizing NPCRD to Apply for a Local Government Grant
2. Resolution Authorizing NPCRD to Apply for a Land and Water Conservation Fund grant
3. Grant Life Cycle Process Forms

Respectfully submitted,



Laura Zentner, Director
Business and Community Services

**In the Matter of authorizing the North
Clackamas Parks and Recreation District
to apply for a Local Government Grant
from the Oregon Parks and Recreation
Department for development of
Milwaukie Bay Park**

Order No. _____

Whereas, the Oregon Parks and Recreation Department (OPRD) is accepting applications for the Local Government Grant Program; and

Whereas, the North Clackamas Parks and Recreation District (NCPRD) desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation improvements and enhancements; and

Whereas, Milwaukie Bay Park is a park in downtown Milwaukie owned by the City of Milwaukie (“City”) and operated and maintained by NCPRD in accordance with an approved Intergovernmental Agreement that also states that NCPRD may undertake improvements to parks under the jurisdiction of the City; and

Whereas, the NCPRD Advisory Board and the Clackamas County Board of Commissioners, acting as the Board of Directors of NCPRD, have identified completion of the Special Use Park (formerly “Riverfront Park”) providing District-wide service as “Priority 1” in the 2004 NCPRD Master Plan and 2007 NCPRD Parks and Recreation System Development Charges (SDC) Update Methodology Report and Capital Improvements Plan; and

Whereas, the City approved a 2010 Master Plan for the park, led two initial phases of the park’s development, and approved plans calling for its completion, including the Downtown and Riverfront Landuse Framework Plan (2015) and the Milwaukie Vision Action Plan (2017); and

Whereas, NCPRD and the City have worked together to revise the City-approved 2010 Master Plan with the April 2019 100% Final Schematic Design to complete the park; and

Whereas, the full project includes development of approximately three acres that remain undeveloped on the nearly seven-acre park site. The major improvements designed include: permanent alignment on site for the regional multi-use Trolley Trail; ADA-compliant access throughout the site; amphitheater and stage; nature play area; interactive water feature; plaza with picnic terrace; pathways; plantings and natural areas; public art; and restrooms; and

Whereas, the grant application requests funding for discrete applicable portions of this work, and will be combined with other local funds and grant funds;

Whereas, NCPRD has available local matching funds to fulfill its share of obligation related to this grant application should the grant funds be awarded; and

Whereas, NCPRD will provide adequate funding for ongoing operations and maintenance of this park and recreation facility should the grant funds be awarded; and

NOW, THEREFORE, IT IS HEREBY ORDERED that the Clackamas County Board of Commissioners, acting as the Board of Directors of NCPRD, demonstrates its support for the submittal of a grant application to the OPRD for development of Milwaukie Bay Park and does hereby authorize NCPRD to apply for approximately \$750,000 for site improvements; as specified above.

DATED this _____ day of March 2020

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



**BUSINESS AND COMMUNITY SERVICES
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Development Services Building
150 Beavercreek Road, Oregon City, OR 97045

Laura Zentner, BCS Director

March 19, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order Authorizing the North Clackamas Parks and Recreation District to apply for a **Local Government Grant** from the Oregon Parks and Recreation Department for Development of Milwaukie Bay Park

and

Board Order Authorizing the North Clackamas Parks and Recreation District to apply for a **Land and Water Conservation Fund** grant from the Oregon Parks and Recreation Department for Development of Milwaukie Bay Park

Purpose/Outcomes	NCPRD requests approval to apply for two (2) grants from the Oregon Parks and Recreation Department (OPRD) to complete development of Milwaukie Bay Park: the Local Government Grant Program (LGGP) and the Land and Water Conservation Fund (LWCF)
Dollar Amount and Fiscal Impact	The LGGP grant application seeks up to \$750,000 in funding and the LWCF grant application seeks up to \$1,000,000 in funding, both to match NCPRD funds. The total project cost is estimated at \$9,600,000.
Funding Source	Includes NCPRD System Develop Charges and NCPRD Local Share (Metro Bond 2019)
Duration	If awarded, grant funds are available for two years
Strategic Plan Alignment	<ul style="list-style-type: none"> • Provide economic development, public spaces, and community enrichment services to residents, businesses, visitors, and partners so they can thrive and prosper in healthy and vibrant communities. • Promote a <i>Healthy and Active Lifestyle</i> by providing a park with recreational pathways, equipment and spaces • Designed with a lens of <i>Equity, Diversity and Inclusion</i>, engaging diverse audiences and maximizing park connections • Promote <i>Carbon Neutrality</i> by providing higher quality natural areas and access by alternative modes of transportation
Previous Board Action	N/A
Counsel Review	Board Orders reviewed and approved by County Counsel on March 9, 2020.
Contact Person	Heather Koch, NCPRD Senior Planner, 503-742-4354

BACKGROUND:

North Clackamas Parks & Recreation District, a division of Business & Community Services, is applying for two grants from the OPRD to help fund completion of Milwaukie Bay Park. Two Board Orders are provided as individual orders are needed for two separate grant applications.

NPCRD partnered with the City of Milwaukie ("City") in 2018-19 to develop a final design to complete three acres of undeveloped land at Milwaukie Bay Park. The design includes an amphitheater, nature play area, interactive water feature, plaza with picnic terrace, a permanent alignment for the trolley trail, pathways, natural areas, public art and restrooms. NPCRD has also engaged a broad and diverse range of over 1,300 community members throughout the District, advanced a funding strategy to leverage local, regional, state and other funds, and developed a process to build a preconstruction and construction services team in FY20-21.

The park is identified as a high priority need in the 2004 NPCRD Master Plan and 2007 NPCRD Parks and Recreation System Development Charges (SDC) Update Methodology Report and Capital Improvements Plan. NPCRD is partnering with the City to complete design and construction documents and construct the park. The City owns the park and NPCRD plans for, develops and manages the City's parks under an Intergovernmental Agreement. For construction planned in 2021, NPCRD is seeking up to \$750,000 in OPRD LGGP funding and up to \$1,000,000 in OPRD LWCF funding. NPCRD matching funds for this grant will be provided through System Development Charges and NPCRD Local Share from the 2019 Metro Parks and Nature Bond. Each grant application requests funding for discrete applicable portions of the full project, and will be combined with other local funds and grant funds to achieve full funding for the project.

A Clackamas County Grant Life Cycle Process Form has been completed and approved by the County Administrator and is attached.

RECOMMENDATION:

Staff recommends the Board of County Commissioners of Clackamas County, acting as the Board of Directors of the North Clackamas Parks and Recreation District, approve the following:

- Board Order authorizing staff to proceed with the Oregon Parks and Recreation Department Local Government Grant Program application.
- Board Order authorizing staff to proceed with the Oregon Parks and Recreation Department Land and Water Conservation Fund application.

ATTACHMENTS:

1. Resolution Authorizing NPCRD to Apply for a Local Government Grant
2. Resolution Authorizing NPCRD to Apply for a Land and Water Conservation Fund grant
3. Grant Life Cycle Process Forms

Respectfully submitted,



Laura Zentner, Director
Business and Community Services

**In the Matter of authorizing the North
Clackamas Parks and Recreation District
to apply for a Land and Water
Conservation Fund Grant from the Oregon
Parks and Recreation Department for
development of Milwaukie Bay Park**

Order No. _____

Whereas, the Oregon Parks and Recreation Department (OPRD) is accepting applications for the Land and Water Conservation Fund Grant Program; and

Whereas, the North Clackamas Parks and Recreation District (NCPRD) desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation improvements and enhancements; and

Whereas, Milwaukie Bay Park is a park in downtown Milwaukie owned by the City of Milwaukie (“City”) and operated and maintained by NCPRD in accordance with an approved Intergovernmental Agreement that also states that NCPRD may undertake improvements to parks under the jurisdiction of the City; and

Whereas, the NCPRD Advisory Board and the Clackamas County Board of Commissioners, acting as the Board of Directors of NCPRD, have identified completion of the Special Use Park (formerly “Riverfront Park”) providing District-wide service as “Priority 1” in the 2004 NCPRD Master Plan and 2007 NCPRD Parks and Recreation System Development Charges (SDC) Update Methodology Report and Capital Improvements Plan; and

Whereas, the City approved a 2010 Master Plan for the park, led two initial phases of the park’s development, and approved plans calling for its completion, including the Downtown and Riverfront Landuse Framework Plan (2015) and the Milwaukie Vision Action Plan (2017); and

Whereas, NCPRD and the City have worked together to revise the City-approved 2010 Master Plan with the April 2019 100% Final Schematic Design to complete the park; and

Whereas, the full project includes development of approximately three acres that remain undeveloped on the nearly seven-acre park site. The major improvements designed include: permanent alignment on site for the regional multi-use Trolley Trail; ADA-compliant access throughout the site; amphitheater and stage; nature play area; interactive water feature; plaza with picnic terrace; pathways; plantings and natural areas; public art; and restrooms; and

Whereas, the grant application requests funding for discrete applicable portions of this work, and will be combined with other local funds and grant funds;

Whereas, NCPRD has available local matching funds to fulfill its share of obligation related to this grant application should the grant funds be awarded; and

Whereas, NCPRD will provide adequate funding for ongoing operations and maintenance of this park and recreation facility should the grant funds be awarded; and

NOW, THEREFORE, IT IS HEREBY ORDERED that the Clackamas County Board of Commissioners, acting as the Board of Directors of NCPRD, demonstrates its support for the submittal of a grant application to the OPRD for development of Milwaukie Bay Park and does hereby authorize NCPRD to apply for approximately \$1,000,000 for site improvements; as specified above.

DATED this _____ day of March 2020

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



**BUSINESS AND COMMUNITY SERVICES
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Development Services Building
150 Beavercreek Road, Oregon City, OR 97045

Laura Zentner, BCS Director

March 19, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between North Clackamas Parks and Recreation (NCPRD) and Oregon City School District (OCSD) for the Development and Ongoing Provision of Park Facilities at Jennings Lodge Elementary School

Purpose/Outcomes	Approve IGA between NCPRD and OCSD to provide a new neighborhood park in the Jennings Lodge area
Dollar Amount and Fiscal Impact	Future park maintenance: \$14,000/year after construction is complete
Funding Source	Future park construction potential funds: Zone 2 System Development Charges, General Fund, Hood View Proceeds, and/or Grants
Duration	20 years
Strategic Plan Alignment	<ul style="list-style-type: none"> • Provide economic development, public spaces, and community enrichment services to residents, businesses, visitors, and partners so they can thrive and prosper in healthy and vibrant communities. • Promote a <i>Healthy and Active Lifestyle</i> by providing a park with recreational pathways, equipment and spaces • Designed with a lens of <i>Equity, Diversity and Inclusion</i>, engaging diverse audiences and maximizing park connections • Promote <i>Carbon Neutrality</i> by providing higher quality natural areas and access by alternative modes of transportation
Previous Board Action	-12/18/18 Policy Session -On 3/12/2020 NCPRD District Advisory Board recommended the BCC, acting as NCPRD Board, approve the IGA
Counsel Review	This IGA has been reviewed and approved by County Counsel on October 7, 2019
Contact Person	Scott Archer, NCPRD Director 503-742-4221 Kathryn Krygier, NCPRD Planning & Development Mgr 503-742-4358

BACKGROUND:

North Clackamas Parks and Recreation District, a division of Business and Community Services (BCS), wishes to work cooperatively with the Oregon City School District to develop a neighborhood park in the Jennings Lodge area through an Intergovernmental Agreement (IGA). The park and associated amenities would be developed by NCPRD on land owned by OCSD at Jennings Lodge Elementary School, located at 18521 SE River Road, Oak Grove, OR 97267.

NCPRD’s adopted Parks and Recreation Master Plan (2004 Master Plan) identifies the need for additional neighborhood park opportunities in the portion of the District where Jennings Lodge

Elementary School is located. In addition, the 2004 Master Plan identifies this as a priority one project. This IGA and future park helps to address this issue.

The OCSD-owned Jennings Lodge School property is currently underutilized. NCPRD has identified the need to develop a neighborhood park in this area, but has not been able to identify available property for this purpose. OCSD lacks resources to improve the school property beyond its current condition for school and community uses. Thus, this IGA would address common needs of two public agencies serving the same community for a creative solution to this complex problem.

The partnership would allow for the improved open space to continue to be utilized by OCSD during regular school hours and for other school-related activities as needed. During non-school hours, the improved open space would be utilized as a neighborhood park for the surrounding community. The land would continue to be owned by the school district. If executed, the partnership would last for a minimum of 20 years, if not longer.

The scope of a potential project, including specific amenities, layout, size and all other design considerations would be determined through a community-based master planning process to be led by NCPRD in partnership with OCSD. This process could begin in Fiscal Years 2020-2021.

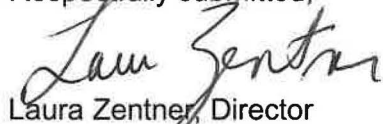
RECOMMENDATION:

On March 12, 2020 the NCPRD District Advisory Board recommended the Board of County Commissioners of Clackamas County, acting as the Board of Directors of the North Clackamas Parks and Recreation District, approve the Approval of Intergovernmental Agreement between North Clackamas Parks and Recreation (NCPRD) and Oregon City School District (OCSD) for the Development and Ongoing Provision of Park facilities at Jennings Lodge Elementary School.

ATTACHMENTS:

1. Intergovernmental Agreement

Respectfully submitted,



Laura Zentner, Director
Business and Community Services

**Intergovernmental Agreement between
Oregon City School District and
North Clackamas Parks and Recreation District
for the Development and Ongoing Provision of Park Facilities at
Jennings Lodge Elementary School**

This Intergovernmental Agreement (“**Agreement**”) is made effective as set forth below, between North Clackamas Parks and Recreation District (“**NCPRD**”), and Oregon City School District No. 62 (“**OCSD**”). NCPRD and OCSD are each referred to as a “**Party**” and, collectively, as the “**Parties.**”

AGREEMENT

I. Purpose

OCSD and NCPRD wish to cooperatively develop a neighborhood park and associated amenities on land owned by OCSD at Jennings Lodge Elementary School to benefit school district and community-based programs. NCPRD’s adopted ***Parks and Recreation Master Plan (2004)*** and ***Revised Draft Master Plan (2015)*** identify the need for additional neighborhood park opportunities in the portion of the District which Jennings Lodge Elementary School resides. Due to limited available open space in this area, NCPRD has been unable to accomplish this identified need. OCSD owns school property shown on Exhibit A (“**Property**”). A portion of the Property is underutilized for school and community uses due to its unimproved condition. NCPRD has identified funding sources to develop a neighborhood park in this area, but does not have available property. OCSD lacks resources to improve this area for school and community uses. Therefore, this Agreement will combine needs and resources of two public agencies serving the same community for a creative and positive solution that each party would be otherwise limited to accomplish.

II. Property

This Agreement applies to approximately 2.13 acres of undeveloped OCSD-owned property (the “**Project Area**”) at Jennings Lodge Elementary School, located at 18521 SE River Road, Oak Grove, OR 97267, as shown on the attached Exhibit A (the “**Property and Project Area Map**”).

III. Project Description

NCPRD will develop neighborhood park amenities within the Project Area as shown on the attached Exhibit A (the “**Property and Project Area Map**”). The Final Project scope, including specific amenities, layout, size, and all other design specifications shall be determined through development of a community-based master planning and design process to be led by NCPRD in partnership with OCSD. Final and all earlier iterations of planned improvements as part of the Project (master plan) shall be subject to OCSD approval.

The Project may include, but is not limited to, grading, drainage, importation of top soil, installation of irrigation with a computerized central control system, installation of water and electric infrastructure to site, fencing, walkways, play structures, fixtures and other amenities related to development of a neighborhood park.

IV. Responsibilities

1. OCSD will be responsible to:

Make the Project Area available to NCPRD for community use during non-school use hours. Non-school hours may be generally defined as those times when school is not in session, or school-sponsored activities requiring use of the Project Area is not needed. This includes, after-school hours on school days, weekends, holidays/non-school days, summer break, and any other dates or times school activities are not in session, as determined by OCSD.

- A. Community use during non-school times will be subject to both OCSD rules and NCPRD park rules; provided (i) the rule at issue is consistent with the rights of the parties under this Agreement and (ii) in the event of rule conflict, the rule that is more favorable to OCSD shall prevail. Each party at all times shall provide to the other a copy of its applicable then-current rules.
- B. Provide right of entry to NCPRD including to any consultants and contractors during construction; provide NCPRD contractor construction staging area as may be necessary, each in accordance with a separate written agreement between the parties. No NCPRD construction access or staging right shall exist absent such separate agreement. Prior to starting construction NCPRD staff and consultants may enter the Project Area with prior approval of OCSD.
- C. Provide any prior survey or other site information in OCSD's possession to NCPRD to aid in Project design.
- D. Participate in Project design and sign necessary permitting documentation as is acceptable to OCSD in its reasonable discretion; OCSD may reject any such documentation that places any cost, liability or obligation on OCSD.
- E. Allow NCPRD to install signage on the Project Area approved in advance by OCSD designating the Project Area as a neighborhood park for use outside school hours; the park name and signage content also are both subject to OCSD approval.
- F. Maintain the existing parking and driveway located outside of Project area, that provide access to the Project Area, per OCSD maintenance and repair standards, as shown on Exhibit A; provided OCSD retains the right to relocate such facilities at OCSD's discretion.
- G. Maintain the existing storm water system.
- H. Pay for the cost of any improvements at or outside the Project Area desired by OCSD, as a result of changes in use by the community. For example, adding fencing or other fixtures to change the flow of students/OCSD staff to and from the Project Area and the school building.

2. NCPRD will be responsible to:

- A. Fund all development costs related to the Project including any applicable permitting fees and charges.

- B. Design, engineer, permit, bid, and oversee construction of the Project, and pay for the same. NCPRD shall commence construction not later than the Monday following the last day of school in June, 2024, diligently and continuously prosecute construction to completion, and complete construction not later than six (6) months after commencement. The schedule for construction shall be subject to OCSD prior approval and OCSD may require that construction occur only during summer months, school breaks, or weekends. NCPRD shall cause OCSD to be included in its contractor's indemnity (as additional indemnitee), insurance (as additional insured) and warranty (as additional warranty beneficiary) provisions in their contracts, and shall provide to OCSD an additional insured certificate from the contractor before the contractor's entry onto the site. Contractor entry while school is in session (if permitted by OCSD) shall be subject to OCSD access and security rules.
- C. Provide year-round maintenance of the improved Project Area in accordance with the better of NCPRD requirements and schedules or the conditions specified below. The maintenance schedule and program shall be subject to the prior written approval of OCSD; provided such approval shall not render OCSD responsible for maintenance standards or failure to follow maintenance standards. NCPRD personnel and contractors shall not be on the Project Area site during school hours or times of school use without the prior written agreement of OCSD.
 - a. Mowing turf during the months of March through October, or during typical turf growing season;
 - b. Aerating, fertilizing, pruning, and providing weed and pest control;
 - c. Collecting and disposing of park garbage in a NCPRD-provided trash receptacle at Jennings Lodge Elementary School at a location approved by OCSD, and arrange and pay for regular collection from such dumpster; in addition, NCPRD shall provide (and collect and dispose garbage from) at least one garbage can at the park.
 - d. Maintain and repair the grounds and all furnishings, fixtures, irrigation systems and structures at the Project Area during the terms of this agreement, including without limitation cleaning, repainting or recoating, graffiti removal, and replacement of dead or dying turf and foliage.
 - e. Construct and maintain any required modifications or additions to the existing storm water system required due to Project construction or use; and perform any repairs to the storm water system required for park use or by law.
- D. Install and maintain signage indicating school and neighborhood park rules, and listing availability of use by community during non-school use times as described in Section VII. In particular NCPRD agrees to include in the park rules a no alcohol policy consistent with OCSD's rules for district property.
- E. Pay for 100% of the cost of water for field irrigation, and electricity for field irrigation and lighting (if any).

- F. Schedule Project Area use for NCPRD or community programs consistent with Article VII. OCSD will be notified in advance of any scheduled uses of the Project Area.
3. Upon completion of the Project, NCPRD will calculate its third-party costs to complete the Project (including planning, design, permitting, and construction costs), and submit its calculation to OCSD for its review and approval, not to be unreasonably withheld (“Original Development Costs”). Upon OCSD’s approval, NCPRD and OCSD will sign a document confirming the Original Development Costs, and may attach a signed copy of the Original Development Costs as Exhibit B (provided any failure to attach such exhibit does not affect this Agreement).

V. Ownership of Property

OCSD will retain ownership of the Property. NCPRD shall own and have the option to remove its fixtures, furnishings, and structures during the term, provided the same are replaced with facilities of the same quality and utility.

VI. Term

1. This Agreement is effective on the date first written above, and will have a term of 20 years from the Project completion date or, if earlier, until December 31, 2044. This Agreement may be extended for consecutive five-year terms if both Parties agree in writing.
2. OCSD may terminate this Agreement by notice to NCPRD, if construction has not commenced by September 1, 2024 or construction is not completed within 12 months of commencement. Should OCSD elect to terminate this agreement prior to the earlier of (i) September 1, 2024 or (ii) commencement of construction, other than for cause, OCSD shall be responsible only for NCPRD’s reasonable planning and design costs as sole compensation to NCPRD for such termination. Otherwise, if OCSD desires to withdraw from this Agreement prior to the termination date, OCSD may elect to make a good-faith effort to relocate the displaced improvements to an alternate, mutually-agreeable location. If such relocation site is not made available, OCSD will compensate NCPRD as follows:
- a. If 20 or more years have elapsed from the Project completion date, NCPRD will receive no compensation.
 - b. If construction is completed and fewer than 20 years have elapsed from the Project completion date, and the Agreement is terminated other than for NCPRD fault, OCSD will compensate NCPRD in an amount equal to NCPRD’s Original Development Costs, as defined in Section IV.3, reduced by 5% of the total amount of such costs for each year of use.
3. This Agreement may be terminated by the District or NCPRD upon thirty (30) days written notice to the other party for one or more material breaches of this Agreement by the other party. This Agreement may be terminated upon at least 180 days’ notice by NCPRD for any or no reason at any time after the third anniversary of completion of construction and opening of the park. This Agreement may be terminated upon notice by OCSD pursuant to Section 2 for any or no reason; if terminated after completion of construction, termination shall be on at least 180 days’ notice to NCPRD.

4. On any termination of this Agreement, NCPRD shall leave the equipment and improvements at the Project Area in a good and operable condition and the same shall become the property of OCSD, and shall assist OCSD with transition of operations.

VII. Project Area Use

1. NCPRD use of the Project Area shall be limited to recreational use for a neighborhood park. It is the intent of OCSD and NCPRD that the completed Project will result in benefits for both school and non-school community-based use. Toward this end, OCSD and NCPRD agree that community park use may be scheduled during non-school use hours after school, weekends, holidays/non-school days, and summer break. Community use outside of school hours shall be in accordance with NCPRD park rules and scheduling policies, consistent with section IV.2.F above. NCPRD rules prescribe park hours as 30 minutes before sunrise and 30 minutes after sunset, which hours shall not be changed without OCSD approval. NCPRD shall take appropriate action to enforce NCPRD rules.
2. OCSD will have first-priority use of the Project Area during all school days during school hours. All Jennings Lodge Elementary School events (individual occurrences; rather than on-going, regular usage; annual events will be considered individual occurrences for this purpose) will have first-priority use of the Project Area during after-school hours on school days, when scheduled in advance through NCPRD. Otherwise, NCPRD will have first-priority use of the Project Area, and OCSD programs will have second priority, followed by other user groups per NCPRD's scheduling policy consistently applied and made known to OCSD. With the exception of the priority field use stated herein, all other terms of facility use herein will apply to this Agreement. "First-priority" use means the exclusive right to use and occupy the Project Area during a particular period, unless the other party procures the advance written permission of the party entitled to first-priority use, for the other party to use the Project Area during that first-priority period.
3. Neither OCSD nor NCPRD will be charged for use of the Project Area.
4. NCPRD shall not charge or collect from any third party any fees or charges for, the use of, or the management or operations at, the park or any facilities or equipment at the park, including without limitation field-use fees, so long as the property is owned by OCSD or its successor, so as to fully preserve recreational Immunity under ORS 105.682-688.
5. OCSD reserves the right, but not the obligation, to apply and enforce school district rules at the Project Area, including without limitation, the right to eject from or limit use by persons of the Project Area, in accordance with the same standards OCSD applies to school grounds.

VIII. Miscellaneous

1. Equity. The parties intend to follow their policies, principles, and commitments on equity.

NCPRD's Board believes that equity is the principled commitment to ensuring the absence of visible and invisible barriers to fairness in representation, opportunity, and access in Clackamas County. NCPRD's Board affirms that as matters of principle the values of equity, diversity, and inclusion in every aspect of County governance, operations, and services rendered to County residents and the public at large. NCPRD's Board does not discriminate in public accommodations; the County welcomes all people to its places of work and service. Everyone should feel welcome at County public facilities and events, and Civil rights are a class of rights that protect individual freedom. They ensure one's ability to experience equality and opportunity in society and state without discrimination.

The District's Board policy is that the principle of equity goes beyond formal equality where all persons are treated the same. Instead, equity fosters an inclusive and barrier-free environment in which everyone will fully benefit. The District will apply this principle of equity to all policies, programs, operations, practices, and resource allocations. The District's Board recognizes that school facilities are built and maintained using local tax dollars, and that schools are a focal point for community life, and it is the policy for the Board for school facilities to be available for use by the community. The District seeks to cooperate with community organizations and individuals who wish to use schools for worthy educational, cultural, social, recreational, and civic purposes. The District's Board prohibits discrimination and harassment on any basis protected by law, including but not limited to, an individual's perceived or actual race, color, relation, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability or perceived disability, pregnancy, familial status, economic status, and veterans' status.

2. Funds Available. The parties represent to each other that each has sufficient funds available to meet the obligations set forth herein, and intends to adopt budgets sufficient to meet such contractual obligations.
3. Audit. Either party shall have the right to review information and documentation supporting implementation of this Agreement upon reasonable notice at no cost to the requesting party.
4. Insurance. NCPRD represents and warrants that it is covered as a County Service District under and through Clackamas County's County Service District's self-insurance fund established and maintained pursuant to ORS 30.282 ("Fund Coverage"), and is covered under Clackamas County's excess coverage program with Oregon Public Entity Excess Pool ("OPEEP Coverage") according to the statutory limits set in the State of Oregon for any liability, property, and auto claims. NCPRD shall cause Clackamas County to include OCSD under Fund coverage and OPEEP Coverage, throughout the entirety of the Term and for two years thereafter, in accordance with Exhibit C ("Insurance Letter"), and shall provide the attached original Insurance Letter signed by an authorized representative of Clackamas County within two (2) business days of mutual execution of this Agreement. NCPRD, not later than July 1 of each calendar year, shall provide a letter in substantially the form of the Insurance Letter, executed by an authorized representative of Clackamas County, reaffirming continued coverage. The above coverage of OCSD and NCPRD under Fund Coverage and OPEEP Coverage is referred to as "County Coverage." So long as County Coverage remains in effect for both NCPRD and OCSD, County Coverage shall be acceptable coverage for all NCPRD-required insurance coverage under this agreement. NCPRD must either maintain County Coverage, or purchase and maintain insurance coverage as outlined below, continuously while this Agreement remains in effect. To the extent that NCPRD must or elects to purchase insurance coverage to meet any of its' obligations under this agreement the following paragraphs shall be effective:

General Liability. NCPRD shall maintain general liability insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.

Additional Requirements. All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. NCPRD alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Agreement. NCPRD's coverage shall be primary in the event of loss.

Certificate of Insurance. Prior to entry on the Property, NCPRD shall furnish to OCSD a current certificate of insurance for each of the above coverages within 48 hours of request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that OCSD, its agents, officers, and employees are additional insureds. The certificate must specify an additional insured endorsement acceptable to OCSD, and NCPRD shall attach a copy of the endorsement to the certificate. If requested by OCSD, NCPRD shall also provide complete copies of insurance policies.

5. Independent Contractor Status. By its signature on this contract, NCPRD certifies that the service or services to be performed under this Agreement are those of an independent agency as defined in ORS 670.600, and that NCPRD is solely responsible for the work performed under this Agreement. NCPRD represents and warrants that NCPRD, its subcontractors, employees, and agents are not “officers, agents, or employees” of OCSD within the meaning of the Oregon Tort Claims Act (ORS 30.260 and 30.300).
6. Subcontracts; Assignment. Neither party may subcontract, assign, or transfer (collectively, “Subcontract”) any part of this Agreement without the prior written consent of the other party. If consent to a Subcontract is properly given, then in addition to any other provisions of this Agreement, the subcontracting party shall hold its subcontractor to all the terms and conditions of this Agreement that would otherwise bind the party to whom consent was given. The parties agree that any such Subcontracts shall have no binding effect on the consenting party to this Agreement.
7. Confidentiality; FERPA Re-disclosure. Family Education Rights and Privacy Act (“FERPA”) prohibits the re-disclosure of confidential student information. Except in very specific circumstances, NCPRD shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that NCPRD may learn or obtain in the course and scope of its performance of this Agreement. Any re-disclosure of confidential student information must be in compliance with the re-disclosure laws of FERPA. NCPRD is not to re-disclose information without prior written notification to and written permission of OCSD. If OCSD grants permission, NCPRD is solely responsible for compliance with the re-disclosure under §99.32(b). Consistent with FERPA’s requirements, personally identifiable information obtained by NCPRD in the performance of this Agreement must be used only for the purposes identified in this Agreement.
8. Compliance with Applicable Law. NCPRD shall comply with all federal, state, and local laws applicable to public contracts and to the work done under this Agreement, and all regulations and administrative rules established pursuant to those laws. Without limitation, NCPRD is solely responsible for and shall comply with all laws regarding procurement or construction of any improvements or equipment at the Project Area, including without limitation bonding, prevailing wage, work hours, environmental, and erosion and drainage control.
9. OCSD Rights. OCSD may, but shall not be obligated to, make any payment or perform any obligation that NCPRD has failed to perform when required under this Agreement. All of OCSD’s expenditures incurred to correct the failure to perform shall be reimbursed by NCPRD upon demand with interest from the date of expenditure at the rate of nine percent per annum. OCSD’s right to correct NCPRD’s failure to perform is for the sole protection of OCSD and the existence of this right shall not release NCPRD from the obligation to perform all the covenants herein required to be performed by NCPRD, or deprive OCSD of any other right OCSD may have by reason of nonperformance by NCPRD, whether or not OCSD exercises its rights under this Section. In addition, OCSD reserves the right, but not the obligation, to take any action it deems appropriate to enforce OCSD rules in effect with respect to the Project Area or the use thereof.

10. Mutual Indemnification.

- A. Subject to the limitations of the Oregon Constitution (Article XI, Section 7) and the Oregon Tort Claims Act (ORS 30.260 through 30.300), NCPRD shall indemnify and defend OCSD from and against all claims, liability, loss, and costs, except for attorney's fees, arising out of or resulting from (i) the acts or omissions of NCPRD, its officers, employees, and agents in the performance of this Agreement or (ii) NCPRD's noncompliance with applicable laws; except to the extent such claims are described in and indemnified by OCSD under clause (B).
- B. Subject to the limitations of the Oregon Constitution (Article XI, Section 7) and the Oregon Tort Claims Act (ORS 30.260 through 30.300), OCSD shall indemnify and defend NCPRD from and against all claims, liability, loss, and costs, except for attorney's fees, solely arising out of or solely resulting from (i) the negligent acts or omissions of OCSD, its officers, employees, and agents in the performance of this Agreement or (ii) OCSD's noncompliance with applicable laws; except to the extent such claims are described in and indemnified by NCPRD under clause (A).

11. Waiver; Severability. Waiver of any default or breach under this Agreement by either party does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held invalid.

12. Controlling Law; Venue. Any dispute under this Agreement or related to this Agreement shall be governed by Oregon law, and any litigation arising out of the Agreement shall be conducted in courts located in Clackamas County, Oregon.

13. Nature of Agreement. This Agreement grants NCPRD a license to improve and operate the Project Area on the terms hereof, but does not create a tenancy interest to NCPRD.

14. Entire Agreement. When signed by the authorized representatives of both parties, this Agreement and its attached exhibits is their final and entire agreement. As their final expression, this Agreement supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

15. Dispute Resolution.

- A. Should any dispute arise between the parties to this Agreement, NCPRD and OCSD will submit the dispute to a mediator, agreed to by both parties, as soon as such dispute arises, and in any event prior to the commencement of arbitration or litigation. Should the parties fail to agree upon a mediator within 30 days of either party's request, the mediator shall be selected pursuant to the rules and procedures of the Arbitration Service of Portland. Both parties agree to exercise their best efforts in good faith to resolve all disputes in mediation and to share equally the fees and costs of the mediator. If mediation fails to resolve any dispute, the dispute shall be settled in the Clackamas County Circuit Court.

- B. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its costs, and expenses, except for attorney's fees, actually incurred and reasonably necessary in connection therewith as allowed by law. In the event of suit, action, arbitration, or other proceeding, the amount thereof shall be determined by the judge or arbitrator.
16. No Third-Party Beneficiaries. NCPRD and the District are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
17. Representations and Warranties. Each party represents and warrants to the others that it has the power and authority to enter into and perform this Agreement and this Agreement when executed and delivered, shall be a valid and binding obligation of the party. In addition, each party represents and warrants that it has and will maintain personnel with the skill and knowledge possessed by well-informed members of its industry and profession and those personnel shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed, if required, to perform the services of this Agreement.
18. Severability. If any term or provision of this Agreement is declared to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
19. Waiver. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.
20. Amendments. This Agreement may be amended only in writing executed by both parties. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by the parties. Notices. All notices to the respective parties shall either be personally delivered or sent certified mail to the addresses given to the other party for such notice, addressed to the NCPRD Director or District Assistant Superintendent.
21. Right of First Negotiations. So long as this Agreement remains in effect and NCPRD is not in default of this Agreement, if OCSD decides to sell the Site, before closing the sale, OCSD shall first propose to negotiate with NCPRD for a period of up to sixty days (the Negotiation Period") for NCPRD to acquire the Site, on terms acceptable to the parties in their sole mutual discretion. If either NCPRD does not within 10 days after such proposal notify OCSD in writing of its intent to negotiate, or OCSD and NCPRD do not, during the Negotiation Period, enter into a letter of intent with respect to a sale of the site to NCPRD, OCSD shall be free to convey the Site to a third party. If OCSD and NCPRD do enter into a letter of intent within the Negotiation Period, the terms of any such potential sale shall be governed by such letter of intent and this paragraph shall no longer apply.

Dated effective as of the last date set forth below.

**NORTH CLACKAMAS PARKS AND
RECREATION DISTRICT**

OREGON CITY SCHOOL DISTRICT NO. 62

Jim Bernard, Chair
Clackamas County Board of County
Commissioners

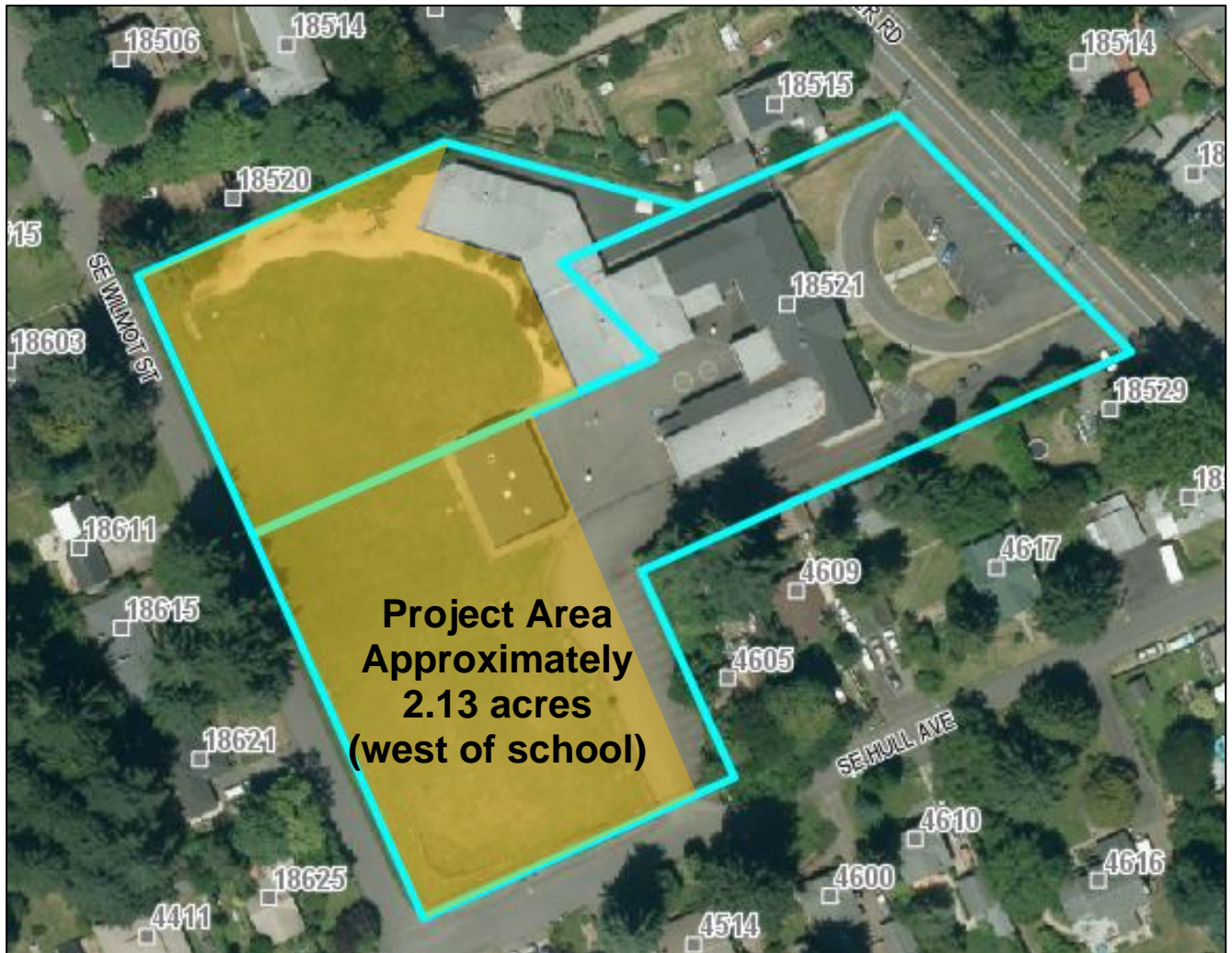
Larry Didway, Superintendent
Oregon City School District

Date

Date

EXHIBIT A

PROPERTY AND PROJECT AREA MAP



Property and Project Area Details	
Address	18521 SE River Rd, Oak Grove, OR 97267
Tax Lots	22E19BB01290, 22E19BB01200
Property Area	4.04 acres
Approx. Project Area	2.13 acres

DESIGNATE PARKING AND DRIVEWAY COVERED BY LICENSE

EXHIBIT B

ORIGINAL DEVELOPMENT COSTS

[To be inserted upon mutual agreement of the parties following incurring of costs; provided any failure to attach such exhibit does not affect this Agreement]

EXHIBIT C

INSURANCE LETTER



Evelyn Minor-Lawrence
Director

DEPARTMENT OF HUMAN RESOURCES
PUBLIC SERVICES BUILDING
2051 Kaen Road | Oregon City, OR 97045

_____, 2019

Wes Rogers, Director of Operations
Oregon City School District
PO Box 2110
Oregon City OR 97045

RE: Letter of Insurance – OCSD/Clackamas County Park Project

To Whom It May Concern:

This is to certify that pursuant to ORS 30.282, Clackamas County has established a self-insurance fund against tort liability for the public body, its officers, employees and agents. Under ORS 30.272, as of July 1, 2018, the current limits are \$1,454,300 per occurrence (“Self-Insurance Fund”). Clackamas County also maintains an excess coverage program under the Oregon Public Entity Excess Pool, including all insurance maintained under that program (“OPEEP”). North Clackamas Parks and Recreation District (“NCPRD”) is covered by the Self Insurance Fund and OPEEP.

Any person, entity, or organization that the County or NCPRD agrees in a contract to defend, indemnify and/or hold harmless (“Indemnitee”) shall be entitled to the full benefit of the County’s Self-Insurance Fund and OPEEP. The County expressly agrees to pay all sums that any such Indemnitee becomes legally obligated to pay that fall within such contractual agreement to defend, indemnify, and/or hold harmless. The County further agrees to defend each such Indemnitee with regard to any suit or arbitration seeking damages that may fall within such contractual agreement to defend, indemnify, and/or hold harmless. The foregoing indemnity and defense obligations are primary to any insurance coverage carried by the Indemnitee, in the event of loss.

Claims arising from facilities and/or operations that are controlled by the County or NCPRD will be administered through this program, and any Indemnitee may make direct claim on such program.

Clackamas County has elected under ORS 656 to self-fund and administer its Workers’ Compensation benefits for all claims filed by its employees.

The County shall notify the Indemnitee in writing prior to any modification of this program affecting Indemnitee.

Sincerely yours,

Eric Machado, ARM, RIMS-CRMP
Risk Manager

CC: File
Elizabeth Gomez- Clackamas County Business and Community Services



**BUSINESS AND COMMUNITY SERVICES
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Development Services Building
150 Beaver Creek Road, Oregon City, OR 97045

Laura Zentner, BCS Director

March 19, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment to the Strategic Partnership and Use Intergovernmental Agreement between North Clackamas Parks and Recreation (NCPRD) and North Clackamas School District (NCSD) for the Use of Shared Facilities

Purpose/Outcomes	Approve First Amendment to Strategic Partnership and Use IGA between NCPRD and NCSD Extending Use of Wichita Center and Hood View Park
Dollar Amount and Fiscal Impact	N/A – Agencies will not charge each other for shared uses
Funding Source	N/A
Duration	Extension of current agreement through June 30, 2025
Strategic Plan Alignment	<ul style="list-style-type: none"> • Provide economic development, public spaces, and community enrichment services to residents, businesses, visitors, and partners so they can thrive and prosper in healthy and vibrant communities. • Promote a <i>Healthy and Active Lifestyle</i> by providing parks and recreational spaces • Foster <i>Equity, Diversity and Inclusion</i> by making public facilities available to all • Build Public Trust through Good Government by working creatively and cooperatively with another public agency in our community to provide facilities and programs
Previous Board Action	<ul style="list-style-type: none"> • March 29, 2018 - Approval of the Strategic Partnership Facility Use and Transition Agreement between North Clackamas Parks and Recreation District and the North Clackamas School District
Counsel Review	This IGA has been reviewed and approved by County Counsel on February 12, 2020
Contact Person	Scott Archer, NCPRD Director 503-742-4221

BACKGROUND:

North Clackamas Parks and Recreation District, a division of Business and Community Services (BCS), seeks approval of the First Amendment to the Strategic Partnership and Use Transition Intergovernmental Agreement (IGA) between North Clackamas Parks and Recreation (NCPRD) and North Clackamas School District (NCSD) for the cooperative use of shared facilities. This amendment extends the use provisions between the parties at the NCPRD-owned Wichita property (former Wichita Elementary School property) and the NCSD-owned Hood View Park property (future high school site) through June 2025. Following the purchase and sale of multiple properties between the two agencies (“Strategic Partnership”) NCPRD and NCSD entered into a separate use IGA in March, 2018 to allow continued operation of programs at the Wichita building

and the sports fields at Hood View. Portions of this IGA end in 2020 and 2021, and the parties find it necessary to extend the cooperative use of the facilities for continuity of programs and services to our collective community members. This arrangement is mutually beneficial, as the parties do not have alternate options for our programs occurring at the two sites, now owned by the other party.

Terms of the original IGA remain mostly the same, with the exception of one significant difference. NCPRD will no longer be responsible for management of the Hood View Park property in August 2021. These responsibilities will transfer to NCSD as the new high school on this location begins operation. The Amendment does provide for NCPRD's continued use of the sports fields at this site through the duration of the agreement. This alleviates NCPRD's maintenance and management responsibilities, while still providing guaranteed use of much needed sports fields for its programs while alternate facilities are developed.

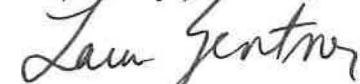
RECOMMENDATION:

Staff recommends the Board approve the First Amendment to the Strategic Partnership Facility Use and Transition Agreement with the North Clackamas School District and authorize the BCS Director or Deputy Director to execute all documents to effectuate the same.

ATTACHMENTS:

1. First Amendment to the Strategic Partnership Use and Transition Intergovernmental Agreement
2. Strategic Partnership Use and Transition Intergovernmental Agreement (2018)

Respectfully submitted,



Laura Zentner, Director
Business and Community Services

FIRST AMENDMENT TO: STRATEGIC PARTNERSHIP USE AND TRANSITION
AGREEMENT

Changes Effective Upon Execution by Both Parties

WHEREAS, effective March 30, 2018 the North Clackamas School District (the “District”) and North Clackamas Parks and Recreation District (“NCPRD”) entered their Strategic Partnership Use and Transition Agreement (the “Agreement”). A copy of the Agreement is attached to this Amendment;

WHEREAS, the Agreement provides that any amendments to the Agreement must be in writing, signed by authorized agents of both the District and NCPRD; and

WHEREAS the District and NCPRD wish to amend the Agreement to provide for an extension of the use provisions for Wichita Elementary School, including an extension of the term of use for a period of five (5) years beyond June 30, 2020, the current termination date for the Wichita Transition Period; and

WHEREAS the District and NCPRD wish to amend the Agreement to provide for an extension of the use provisions for Hood View Park, including an extension of the term of use for a period of roughly four and a half (4.5) years beyond January 31, 2021, the current termination date for Hood View; and

WHEREAS the “house” that resides on the Hood View property will be included in the extension of the terms of use to end on June 30, 2025; and

WHEREAS the “shed” that resides on the Hood View property will be included in the extension of the terms of use and end on August 15, 2021; and

WHEREAS all items of the Agreement and Attachment A signed on March 30, 2018 are in effect unless explicitly revised below; and

Now, for valuable consideration, the receipt of which is acknowledged by both parties, the District and NCPRD agree to modify the Agreement as follows:

Paragraph 2 of the Agreement is amended to provide that the Agreement shall end on June 30, 2025 unless otherwise terminated pursuant to the Agreement.

Paragraph 5 of the Agreement is amended to provide that the term of the District’s agreement to operate Wichita shall be extended through and including June 30, 2025 unless otherwise terminated pursuant to Paragraph 18 of the Agreement (providing for termination upon 180 days’ notice for any reason by either party). Paragraph 5 of the Agreement is also amended to provide that NCPRD may also use classroom and cafeteria spaces at Wichita when available and pursuant to reasonable notice to and the consent of the District, which consent will not be unreasonably withheld.

Paragraph 6 of the Agreement is amended to provide that the term of NCPRD’s agreement to operate Hood View shall be extended through and including June 30, 2025 unless otherwise terminated pursuant to Paragraph 18 of the Agreement (providing for termination upon

180 days' notice for any reason by either party). Paragraph 6 is also amended to allow the District to offer replacement access to District's field(s) at a different location. The parties acknowledge that the District may complete construction of a new High School at Hood View prior to June 30, 2025. The parties agree to use best efforts to meet and confer on any necessary or desired additional amendments to the Agreement at the time construction of the new High School is nearing completion.

Paragraph 6 is further amended to extend the current use of Hood View through August 15, 2021 to allow NCPRD adult softball to be minimally impacted through that season. The High School will work with NCPRD during this period if conflicts arise. It is also acknowledged that between now and August 14, 2021, the District will need to convert one of the existing softball fields to a baseball field. During this period of construction, at least one of the fields will be impacted for use. When this happens, NCPRD and the District shall use their best effort to work out an agreement for replacement access to the fields at Hood View.

Paragraph 6 is further amended to clarify availability of the Hood View fields after August 15, 2021. There will be two fields that will be dedicated to baseball and two for softball. During high school baseball/softball season, it is reasonable to expect that youth leagues will not be able to access the fields prior to 7 p.m. on weeknights and adults will not be able to access the fields prior to 8 p.m. on weeknights. This is due to the nature of scheduling for such games and practices that are dependent on weather, visiting school availability, and other factors. NCPRD also shall not use the field during school hours.

The header paragraph of Attachment A is amended to make the District the Operator and Owner of Hood View on August 16, 2021. For purposes of clarity, this amendment sunsets NCPRD's maintenance of Hood View on August 15, 2021. NCPRD's (Owner) and NCSD's (Operator) maintenance and cleaning responsibilities for Wichita remain the same as in the Agreement and its Attachment A, throughout the duration of this amendment..

There may be occasions when a high school game runs past the time that an NCPRD group is scheduled to use the field or needs to be rescheduled into a time when the field is booked by NCPRD. In such circumstances, high school games shall have priority and NCPRD will be notified as soon as possible. It is further expected that only those programs directly operated by NCPRD have access to the Hood View Fields under this agreement. All other groups shall apply for field use and pay applicable fees to the District under the District's field reservation process.

During the term of this agreement, it is acknowledged that middle school sports may expand. As such, there may be times when a middle school would need access to the fields at Hood View. In these circumstances, the middle school would have priority usage of the field(s).

Also during the term of this agreement, NCPRD will have access to District fields and facilities, at a level comparable to usage in 2018-19, at no cost. NCPRD will request fields and facilities following the District facility use scheduling process. School/District needs would take priority. Comparably, the District will have access to the Wichita site at a level comparable to usage in 2018-19, at no cost. When conflicts arise, NCPRD and the District will work together

to find possible alternate solutions. All other terms and conditions of the Agreement remain in full force and effect, including the Attachment A Maintenance and Repair Responsibilities as they relate to Wichita Elementary and Hood View Park.

North Clackamas Parks and Recreation District

North Clackamas School District

 _____

By: _____

By: David Yoshihara _____

Title: _____

Title: Assistant Superintendent,
Finance and Operations _____

Date: _____

Date: March 3, 2020 _____

**NORTH CLACKAMAS SCHOOL DISTRICT &
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
STRATEGIC PARTNERSHIP
USE AND TRANSITION AGREEMENT**

THIS STRATEGIC PARTNERSHIP USE AND TRANSITION AGREEMENT (this "Agreement") is made and entered into as of the effective date of March 30, 2018 described below (the "Effective Date"), by and between North Clackamas School District (the "District"), an Oregon municipal entity, and North Clackamas Parks and Recreation District ("NCPRD"), a county service district established pursuant to Oregon law.

RECITALS

WHEREAS, NCPRD and District have entered into that certain Strategic Partnership Purchase and Sale Agreement, as amended and restated and dated as of February 15, 2018 (the "PSA") that calls for the conveyance of the land and improvements constituting Hood View Park ("Hood View") to the District and the conveyance land and improvements constituting Clackamas Elementary School ("Clackamas"), Concord Elementary School ("Concord"), and Wichita Elementary School ("Wichita") to NCPRD;

WHEREAS, Section 7 of the PSA notes the parties' desire to enter into separate agreements relating to the continued operation and support of activities on such sites; and

WHEREAS, the parties are desirous of the District to continue operating programs at Wichita, the assignment of the lease relating to Clackamas, the public participation relating to the use of Concord, and the continued maintenance of and community access to Hood View managed by NCPRD.

AGREEMENT

NOW, THEREFORE, it is hereby agreed by and between the parties above mentioned, for and in consideration of the mutual promises set forth, it is agreed as follows:

1. Effective Date. This Agreement is effective as of March 30, 2018.
2. Term. This Agreement shall end on January 31, 2021 unless otherwise terminated hereunder.
3. Clackamas Transition. Pursuant to the PSA, NCPRD is acquiring Clackamas, which is subject to a lease for the current tenant, Cascade Heights Charter School ("Tenant"). NCPRD has received a copy of the Lease, which runs for up to three years, with an option to terminate upon one year notice on or after June 30, 2018, and has assumed such lease as of the closing of the sale described in the PSA. District has conveyed to NCPRD all information necessary to allow NCPRD to assume all duties associated with the lease. NCPRD will honor current facility use reservations made through the district, but users will be required to complete the NCPRD facility use process to ensure their reservation.
4. Concord Transition. Pursuant to the PSA, NCPRD is acquiring Concord. The District will use Concord's parking lot to park buses, through June 15, 2018, at no cost to the District. NCPRD will honor current facility use reservations made through the District, but users, including the District, will

be required to complete the NCPRD facility use process to ensure their reservation.

5. Wichita Transition. NCPRD acknowledges that the District has developed a well-operated and effective community support program located at Wichita. In order to ensure little to no disruption in these services, the District agrees to operate Wichita after the sale in the same manner as prior to the sale through June 30, 2020 (the “Wichita Transition Period”). District shall be responsible for all management, programming, fee collection, maintenance, and care for the facility. The District shall be entitled to all revenues associated with Wichita’s programming and current use, including lease payments, rents, and fees. The District will provide insurance coverage for liability or loss arising from the use of Wichita as outlined in Section 10, below. NCPRD will have access to Wichita fields and gym and Campbell Elementary School’s gym at no cost to NCPRD via the District’s Facility Use policy and process, and will avoid disruption of school district and current tenant uses. Attachment A of this Agreement governs maintenance and repair provisions related to Wichita during the Wichita Transition Period.
6. Hood View Transition. District acknowledges that NCPRD has developed a well-operated and effective community recreational program located at Hood View. In order to ensure little to no disruption in these services, NCPRD agrees to operate Hood View after the sale in the same manner as prior to the sale through January 31, 2021 (the “Hood View Transition Period”), including consistent with the current use agreement between NCPRD and the District regarding the use of Hood View by the District during school hours. NCPRD shall be responsible for all management, programming, fee collection, maintenance, and care for the facility. NCPRD shall be entitled to all revenues associated with Hood View’s programming and current use, including contributions, payments, advertising revenue, rents, charges, and fees. NCPRD will provide insurance coverage for liability or loss arising from the use of Hood View as outlined in Section 10, below. Notwithstanding the current use agreement, NCPRD will make available to the District an additional fifteen minutes per day of use during spring softball season during the Hood View Transition Period. The parties agree to work together to resolve any outstanding issues and coordination questions in the same cooperative spirit reflected in current practice. The District will provide 6 months’ notice of when the field and/or facilities will not be available for use due to District field and facility improvements. In accordance with the District’s Board Policies, alcohol will not be possessed, consumed, or sold on District property. NCPRD will charge NCPRD rates (in-district resident rates) for programming, activities, and facility use at Hood View for NCSO residents. Attachment A of this Agreement governs maintenance and repair provisions related to Hood View during the Hood View Transition Period.
7. Equity. The parties intend to follow their policies, principles, and commitments on equity.

NCPRD’s Board believes that equity is the principled commitment to ensuring the absence of visible and invisible barriers to fairness in representation, opportunity, and access in Clackamas County. NCPRD’s Board affirms that as matters of principle the values of equity, diversity, and inclusion in every aspect of County governance, operations, and services rendered to County residents and the public at large. NCPRD’s Board does not discriminate in public accommodations; the County welcomes all people to its places of work and service. Everyone should feel welcome at County public facilities and events, and Civil rights are a class of rights that protect individual freedom. They ensure one’s ability to experience equality and opportunity in society and state without discrimination.

The District’s Board policy is that the principle of equity goes beyond formal equality where all persons are treated the same. Instead, equity fosters an inclusive and barrier-free environment in which everyone will fully benefit. The District will apply this principle of equity to all policies, programs,

operations, practices, and resource allocations. The District's Board recognizes that school facilities are built and maintained using local tax dollars, and that schools are a focal point for community life, and it is the policy for the Board for school facilities to be available for use by the community. The District seeks to cooperate with community organizations and individuals who wish to use schools for worthy educational, cultural, social, recreational, and civic purposes. The District's Board prohibits discrimination and harassment on any basis protected by law, including but not limited to, an individual's perceived or actual race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability or perceived disability, pregnancy, familial status, economic status, and veterans' status.

8. Funds Available. The parties represent to each other that each has sufficient funds available to meet the obligations set forth herein, and intends to adopt budgets sufficient to meet such contractual obligations.
9. Audit. Either party shall have the right to review information and documentation supporting implementation of this Agreement upon reasonable notice at no cost to the requesting party.
10. Insurance. For premises owned by the District, the District shall maintain property coverage. For premises owned by NCPRD, NCPRD shall maintain property coverage.

For Hood View during the Hood View Transition Period, NCPRD shall maintain the following insurance at NCPRD cost: Liability, including Bodily Injury, Personal Injury, Property Damage, and Automobile Liability (applicable to any automobile assigned to or used in the performance of work, whether owned, hired or non-owned) with policy limits corresponding to the tort cap limits permitted by the Oregon Tort Claims Act (ORS 30.260-30.300). Such insurance shall cover all risks arising directly or indirectly out of NCPRD's activities, including the operation of any motor vehicles by NCPRD and its employees and agents, and whether or not related to an occurrence caused or contributed to by the District's negligence. Certificates evidencing such insurance and cancellation shall be furnished to the District and maintained throughout the term of occupancy. This insurance coverage shall include the District, its divisions, officers, and employees as Additional Insured but only with respect to NCPRD's activities to be performed under this contract.

For Wichita during the Wichita Transition Period, the District shall maintain the following insurance at the District cost: Liability, including Bodily Injury, Personal Injury, Property Damage, and Automobile Liability (applicable to any automobile assigned to or used in the performance of work, whether owned, hired or non-owned) with policy limits corresponding to the tort cap limits permitted by the Oregon Tort Claims Act (ORS 30.260-30.300). Such insurance shall cover all risks arising directly or indirectly out of the District's activities, including the operation of any motor vehicles by the District and its employees and agents, and whether or not related to an occurrence caused or contributed to by the NCPRD's negligence. Certificates evidencing such insurance and cancellation shall be furnished to NCPRD and maintained throughout the term of occupancy. This insurance coverage shall include NCPRD, its divisions, officers, and employees as Additional Insured but only with respect to the District's activities to be performed under this contract.

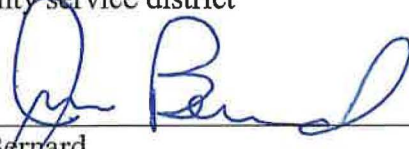
11. Mutual Indemnification. NCPRD shall indemnify District, to the extent permitted by the Oregon Tort Claims Act (ORS 30.260-30.300), for the acts, omissions, or negligence of its own officers, elected officials, employees, or agents relating to Hood View during the Hood View Transition Period. District shall indemnify NCPRD, to the extent permitted by the Oregon Tort Claims Act (ORS 30.260-30.300),

for the acts, omissions, or negligence of its own officers, elected officials, employees, or agents relating to Wichita during the Wichita Transition Period.

12. No Third Party Beneficiaries. NCPRD and the District are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
13. Representations and Warranties. Each party represents and warrants to the others that it has the power and authority to enter into and perform this Agreement and this Agreement when executed and delivered, shall be a valid and binding obligation of the party. In addition, each party represents and warrants that it has and will maintain personnel with the skill and knowledge possessed by well-informed members of its industry and profession and those personnel shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed, if required, to perform the services of this Agreement.
14. Severability. If any term or provision of this Agreement is declared to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
15. Waiver. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.
16. Amendments. This Agreement may be amended only in writing executed by both parties. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by the parties.
17. Notices. All notices to the respective parties shall either be personally delivered or sent certified mail to the addresses given to the other party for such notice, addressed to the NCPRD Director or District Assistant Superintendent.
18. Termination. This Agreement may be terminated by the District or NCPRD upon thirty (30) days written notice to the other party for one or more material breaches of this Agreement by the other party. This Agreement may be terminated upon 180 days' notice for any reason by either party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of signature specified below.

North Clackamas Parks and Recreation District,
a county service district



Jim Bernard
Chair

March 29, 18
Date 3-29-18 IV.1.

North Clackamas School District
an Oregon municipal entity



Ron Stewart
Asst. Superintendent of Operations

3/26/18
Date

ATTACHMENT A
MAINTENANCE AND REPAIR OF WICHITA AND HOOD VIEW

This Attachment A governs the responsibilities of NCPRD and the District related to the utilities, alterations, maintenance, and repair of Wichita during the Wichita Transition Period and Hood View during the Hood View Transition Period. For Wichita, the District is the Operator and NCPRD is the Owner. For Hood View, NCPRD is the Operator and the District is the Owner.

1. Service and Utilities. Operator shall pay all utility charges and service charges, including, but not limited to, such charges as water, heat, electricity, garbage, security, and the like, all at Operator's own expense.
2. Alterations and Additions. Operator shall not make any alterations, additions, or improvements to or of the Premises or any part thereof, without the written consent of Owner first had and obtained, which consent will not be unreasonably withheld; and any alterations, additions, or improvements to or of said Premises, including, but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall on the expiration of the term become a part of the realty and belong to the Owner and shall be surrendered with the Premises. Operator may designate, within 30 days of installation, other items of personal property or equipment which may be added to or become part of the improvements of said Premises by Operator that may be removed by Operator on the expiration of the term of this Agreement, as long as Operator repairs any physical injury to the Premise caused by such removal.

If Owner consents to the making of any alterations, additions, or improvements to the Premises by Operator, the same shall be made by Operator at Operator's sole cost and expense, and any contractor or person selected by Operator to make the same must first be approved of in writing by the Owner, which consent shall not be unreasonably withheld. Any improvements made to the premises by Operator shall be deemed to become a part of the premises.

3. Maintenance and Repairs. Operator, at Operator's sole cost and expense, shall keep the Premises and every part thereof in good condition and repair, damage thereto from causes beyond the reasonable control of Operator and ordinary wear and tear excepted. Operator's responsibility for maintenance, repair, and redecoration includes repairs to interior doors and windows, any light fixtures installed by Operator, appliances, painting and repair of interior walls, ceilings, and floors. Repair and maintenance work done by Operator must be of a quality at least equal to the quality of the most recent installations. Owner shall repair and maintain the Premises for repairs, replacements, and maintenance over \$2,500 per unit or system during each 12 month period, starting at the Effective Date of this agreement.

Owner shall repair and maintain the Premises, all structural portions thereof, the basic plumbing, heating, and electrical systems, unless repairs are caused by the act, neglect, fault, or omission of any duty by Operator, or its agents or employees acting within the course and scope of their employment, in which case Operator shall pay or reimburse Owner for the reasonable cost of such maintenance and repairs. At Owner's expense, Owner will also maintain the common hallways, if any that are not responsibility of lessee, entryways, and the exterior and parking areas in functioning order and condition.

March 19, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement with Clackamas County Circuit Court
to provide Protective Order and Support Services**

Purpose/Outcome	The Clackamas County Circuit Court will provide a .65 FTE Court Clerk to be positioned at A Safe Place Family Justice Center (ASP-FJC). The Court Clerk will provide assistance to 800 petitioners for protective orders and 650 consultations to advocates and ASP-FJC partners to ensure efficient and effective services.
Dollar Amount and Fiscal Impact	Agreement has a maximum value of \$73,056 No County General Fund involved and no match required.
Funding Source	U.S. Department of Justice, Office on Violence Against Women Improving Criminal Justice Responses Grant Program Award 2019-WE-AX-0017 Catalog of Federal Domestic Assistance (CFDA) 16.590
Duration	October 1, 2019 to September 30, 2020
Previous Board Action/Review	N/A
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel reviewed and approved this document on October 31, 2019.
Contact Person	Korene Mather 503-650-3339
Contract No.	CFCC 9493

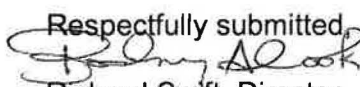
BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval of an Intergovernmental Agreement with Clackamas County Circuit Court to provide Protective Order and Support Services at A Safe Place Family Justice Center. Services include access to restraining orders for domestic violence, sexual assault, stalking and elder abuse. The Circuit Court was a partner on the grant application and was approved by OWW to be the service provider for restraining orders for this project.

This Agreement is effective upon signature by all parties for services starting on October 1, 2019 and terminating on September 30, 2020. This Agreement has a maximum value of \$73,056.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 20-020**

Project Name: **Clackamas County Circuit Court – OVW Improving Criminal Justice Response 2019-2022**
Program Number: 06193

This Agreement is between **CLACKAMAS COUNTY**, Oregon, acting by and through its
Department of Health, Housing and Human Services (COUNTY), and
Clackamas County Circuit Court (SUBRECIPIENT), a Unit of State government.

Clackamas County Data

Grant Accountant: **Mike Morasko**

Program Manager: **Sarah Van Dyke**

Clackamas County – Finance
2051 Kaen Road
Oregon City, OR 97045
(503) 742-5435
mmorasko@clackamas.us

Children, Family and Community Connections
150 Beaver Creek Road
Oregon City, OR 97045
(503) 557-5829
svandyke@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: **Debbie Spradley**

Program Representative: **Gina Setter**

Clackamas County Circuit Court 5th Judicial District
807 Main Street
Oregon City, OR 97045
(503) 655-8447
Debbie.D.Spradley@oid.state.or.us

Clackamas County Circuit Court 5th Judicial District
807 Main Street
Oregon City, OR 97045
(503) 655-8447
Gina.L.Setter@oid.state.or.us

DUNS: 360705735

RECITALS

1. Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.
2. Domestic violence is defined as a pattern of coercive behavior used by one person to control another in an intimate relationship. The violence can be mental, emotional, physical, sexual, financial, and other types of abuse perpetrated to gain and maintain power and control. Domestic violence, sexual assault, stalking, dating violence, and elder abuse have significant impact on the health and welfare of the residents of Clackamas County.
3. The mission of the Clackamas County Circuit Court 5th Judicial District is to provide fair and accessible justice services that protect the rights of individuals, preserve community welfare, and inspire public confidence. The Civil Court provides access to protective and restraining orders for domestic violence, sexual assault, stalking and elder abuse.
4. Clackamas County desires to have its citizens share in the benefits of SUBRECIPIENT resources to enhance victim safety through the provision of protective order assistance in cases of domestic violence, sexual assault, dating violence, elder abuse, and stalking. The funded Court Clerk will be stationed at A Safe Place Family Justice Center and will provide information to survivors as

6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
- a. Written notice provided by one party resulting from a material failure by the other party to comply with any term of this Agreement; or,
 - b. Mutual agreement by COUNTY and SUBRECIPIENT; or,
 - c. Written notice provided by COUNTY that the Department of Justice has determined that funds are no longer available for the purposes outlined in this Agreement.

Upon completion of improvements or upon termination of this Agreement, any unexpended balances, or any portion for which SUBRECIPIENT has not submitted a request for reimbursement of OVW funds shall remain with COUNTY.

7. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to pay for this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
- a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—Post Federal Award Requirements, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
 - c) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal Government shall be the liability of SUBRECIPIENT.
 - d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - e) **Match.** Matching funds are not required for this Agreement.
 - f) **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in the **Exhibit B: Subrecipient Program Budget.** SUBRECIPIENT may not transfer grant funds

and the *Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- o) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- p) **Indirect Cost Recovery.** SUBRECIPIENT chooses to forego indirect cost recovery on this Agreement.
- q) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY and the Department of Justice to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY, the Federal Government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY'S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r) **Specific Conditions.** SUBRECIPIENT shall submit general ledger backup, with detail, with each claim for reimbursement for the duration of this award.
- s) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state 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, according to 2 CFR 200.333-337.
- t) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for Department of Justice Office on Violence Against Women Award # 2019-WE-AX-0017, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- u) **Failure to Comply.** The parties acknowledge and agree that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between the parties to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY'S right, but

- f) **Disclosure of Information.** SUBRECIPIENT agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- g) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
 - 1) Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - 2) Procure a commercial sex act during the period of time the award is in effect; or
 - 3) Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, as applicable, as they pertain to the purchase of goods and services under this Agreement and which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

- d) **Insurance.** COUNTY shall enforce SUBRECIPIENT compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating this Agreement, as permitted herein, or pursuing legal action to enforce such requirements. During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance required in **Exhibit I: Insurance**. If self-insured, Agency shall provide documentation to COUNTY of Agency's self-insured status by completing the Self-Insurance Certification form provided by COUNTY.
- e) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- f) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- g) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- h) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Marion County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- i) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- j) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- k) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- l) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- m) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

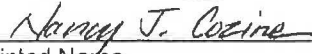
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Clackamas County Circuit Court

CLACKAMAS COUNTY

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

By: 
Nancy Cozina, State Court Administrator


Printed Name _____ Date _____

1163 State Street
Street Address _____

Salem, OR 97301-2563
City / State / Zip _____


Phone _____ / Fax _____

Signing on Behalf of the Board:

Rod Cook, Deputy Director
Health, Housing & Human Service Department

Date

Approved to Form:



County Counsel
3/9/2020

Date

March 19, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Letter of Agreement with
CareOregon, Inc. for Crisis Respite Services

Purpose/Outcomes	Reimbursement for crisis respite beds utilized by CareOregon/Health Share members.
Dollar Amount and Fiscal Impact	Agreement maximum payment is \$272,454.00.
Funding Source	Revenue Agreement. State of Oregon, Oregon Health Plan (OHP) funds.
Duration	Effective January 1, 2020 and terminates on June 30, 2020
Previous Board Action	None
Counsel Review	Contract reviewed and approved March 9, 2020.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
Contract No.	#9668

BACKGROUND:

The Behavioral Health Division (BHD) of the Health, Housing & Human Services Department requests the approval of a Letter of Agreement with CareOregon, Inc. regarding reimbursement for crisis respite beds utilized by CareOregon/Health Share members. The Crisis Respite Program is a five-bed facility developed in partnership with Washington County and operated by Cascadia Behavioral Healthcare to provide support, medication dispensing, and close monitoring for voluntary clients who require short-term, intensive support to prevent further decompensation or to divert from a higher level of care. The crisis respite program provides a safe environment with 24/7 awake staff. BHD contracts with Cascadia for up to three (3) crisis respite beds.

CareOregon shall reimburse \$499 per bed/per bed day for up to three (3) beds at the Tigard Crisis Respite facility for beds utilized by CareOregon/Health Share members.

Healthy Families. Strong Communities.

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**CareOregon, Inc. and Clackamas County
Letter of Agreement
Cascadia Behavioral Healthcare, Tigard Crisis Respite Program**

This Letter of Agreement (Agreement) is between CareOregon, Inc. (CareOregon) and Clackamas County (Provider) for the time period of January 1, 2020 to June 30th, 2020.

Project: Cascadia Crisis Respite
Provider Contact: Elise Thompson
Email: ethompson@clackamas.us

CareOregon Contact: Jill Archer
Email: providercontracts@careoregon.org

I. RECITALS

- A. CareOregon and Clackamas County are independent companies.
- B. Both entities acknowledge this program and its funding is separate from any of CareOregon's other funding programs.
- C. This Letter of Agreement (LOA) shall be applicable for the time period between January 1, 2020 and June 30th, 2020.

II. PURPOSE

Clackamas County has been delegated the responsibility of maintaining a contract with Cascadia Behavioral Healthcare's Tigard Crisis Respite program for the provision of respite services to CareOregon members enrolled with Health Share of Oregon, CCO.

III. TERMS

For the time period between January 1, 2020 and June 30th, 2020:

- A. Clackamas County shall reimburse Cascadia Behavioral Healthcare at \$499/per bed per day as utilized by CareOregon/Health Share members.
- B. Clackamas County shall submit invoices to CareOregon at \$499/per bed per day by the 20th day of the month following the month that services are provided under this exhibit.
- C. Invoices shall include the following information:
 - 1. Email subject line: Provider Name, Monthly Invoice, Tigard Respite Program
 - 2. Document title: Provider Name, Monthly Invoice, Tigard Respite Program
 - 3. Month that Services were provided
 - 4. Total number of beds available in Tigard Respite program
 - 5. CareOregon/Health Share Member IDs
 - 6. For each CareOregon/Health Share member, dates of bed occupancy at Tigard Respite program.
- D. CareOregon will review the monthly invoices and payment shall be made to Clackamas County within thirty (30) calendar days of CareOregon receiving an invoice that meets requirements specified in this LOA.
- E. Total payments for the term of this LOA shall not exceed \$272,454.00.
- F. Both parties agree these payments are for the period outlined above only and does not imply or guarantee ongoing funding.

March 19, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Personal Services Contract with
Cascadia Behavioral Healthcare for Crisis Respite Services

Purpose/Outcomes	Provides crisis respite services and outpatient mental health services for Clackamas County clients.
Dollar Amount and Fiscal Impact	Contract maximum payment is \$457,084.00.
Funding Source	No County General Funds are involved. State of Oregon, Oregon Health Plan (OHP) and Community Mental Health Plan (CMHP) funds.
Duration	Effective July 1, 2019 and terminates on June 30, 2020
Previous Board Action	Previous contracts for these services were reviewed and approved: Contract #7430 – December 3, 2015, Agenda Item 120315-A2 Contract #7852 – September 8, 2016, Agenda Item 090816-A2 Contract #8118 – August 24, 2017, Agenda Item 082417-A4
Counsel Review	Contract reviewed and approved February 26, 2020.
Strategic Plan Alignment	1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
Contract No.	9374

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Agency Service Contract with Cascadia Behavioral Healthcare for crisis respite services. The Crisis Respite Program in Washington County is a five-bed facility developed in partnership with Clackamas County to provide support, medication dispensing, and close monitoring for voluntary clients who require short-term, intensive support to prevent further decompensation or to divert from a higher level of care. Clackamas County will fund two beds and Washington County will fund three beds. Additionally, Clackamas County will fund one (1) bed at Cascadia’s Rockwood facility through December 31, 2019. The crisis respite program provides a safe environment with 24/7 awake staff. Transition planning and clinical services will be provided by the client’s treatment provider or respective County’s Intensive Transition Team (ITT) Program. Such services are provided to persons enrolled in services through Clackamas County Behavioral Health Division.

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In accordance with LCRB C-046-0400 (Authority for Cooperative Procurements) and C-046-0420 (Joint Cooperative Procurements), the County participated in a joint cooperative procurement with Washington County in 2015. Cascadia Behavioral Healthcare was selected as the highest ranking proposer. The original contract provided for a term of August 1, 2015 through June 30, 2020. Approval of this Contract is for the final year of the Contract.

This Contract is effective July 1, 2019 and continues through June 30, 2020. Maximum compensation is \$457,084.00. County Counsel reviewed and approved this Contract on November 13, 2019.

This Contract is retroactive due to a delayed receipt of funding from the State, and further delays caused by the negotiations with the Contractor, Washington and Multnomah counties and Care Oregon due to the changes in the State's coordinated care system. The Contractor has provided ongoing critical services for Clackamas County residents, ensuring there is no gap in service.

RECOMMENDATION:

Staff recommends the Board approval of this Contract and authorization for Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, H3S DEPUTY / FOR

Richard Swift, Director
Health, Housing & Human Services Department



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #9374**

This Personal Services Contract (this "Contract") is entered into between **Cascadia Behavioral Healthcare, Inc.** ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County") on behalf of its Health Housing and Human Services Department, Behavioral Health Division.

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. County and Contractor acknowledge that Work, defined below, was performed prior to execution of this Contract. County and Contractor hereby approve and ratify the Work completed before the date of execution of the Contract, but not earlier than July 1, 2019. The work previously performed is and shall remain subject to the terms and conditions of this Contract. County reserves any rights, claims, or causes of action that County may have with respect to Work performed and ratified hereunder.

Unless earlier terminated or extended, this Contract shall expire on **June 30, 2020**.

- 2. Scope of Work.** Contractor shall provide the following personal services: **Adult Respite Services** ("Work"), further described in **Exhibits B and C**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **four hundred fifty-seven thousand eighty-four dollars (\$457,084.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a fixed fee basis in accordance with the rates and costs specified in **Exhibit D**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit D**.
- 4. Invoices and Payments.** Contractor shall submit monthly invoices for Work performed, as more fully described in **Exhibit D**.
- 5. Contract Documents.** This Contract consists of the following selected documents, which are attached and incorporated by reference herein:

- Contract
- Exhibit A – Definitions
- Exhibit B – Scope of Work
- Exhibit C – CMHP Service Element
- Exhibit D – Compensation
- Exhibit E – Insurance
- Exhibit F – CMHP and OHP Required Federal Terms and Conditions
- Exhibit G – CMHP Required Provider Contract Provisions
- Exhibit H – Business Associate Agreement (BAA)
- Exhibit I – Qualified Service Organization Business Associate Agreement (QSOBAA)

6. Contractor and County Contact Information

Cascadia Behavioral Healthcare, Inc. Address: PO Box 8459 Portland, OR 97207 Phone: 503-963-7766 Email: Contracts@cascadiabhc.org	Clackamas County – Behavioral Health Division Address: 2051 Kaen Road, Suite 154 Oregon, City, OR 97045 Phone: 503-742-5335 Email: BHContracts@clackamas.us
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by applicable State and Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein.
5. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

7. **RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

Contractor shall indemnify, hold harmless and defend the State of Oregon, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

8. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
9. **INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated in **Exhibit E**.
10. **LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 21 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
11. **NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same. Any communication or notice mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email),

unless the sender receives an automated message or other indication that the email has not been delivered.

- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed Work Product, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16 and 21, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County’s right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County’s sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

17. **SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
18. **TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
19. **TERMINATIONS.** A) This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County. Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. (B) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
20. **REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
21. **NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
22. **TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
23. **FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
24. **FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
25. **WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

26. PUBLIC CONTRACTING REQUIREMENTS. Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract.
- f. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- g. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. ABUSE REPORTING. Contractor shall comply with all processes and procedures of child abuse (ORS 419B.005 – 419B.050), mentally ill and developmentally disabled abuse (ORS 430.731 – 430.768 and OAR 943-045-0250 through 493-045-0370) and elder abuse reporting laws (ORS 124.050 – 124.092) as if Contractor were a mandatory abuse reporter. If Contractor is not a mandatory reporter by statute, these reporting requirements shall apply during work hours only. Contractor shall immediately report to the proper State or law enforcement agency circumstances (and provide such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.

28. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as “Personal Information” is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the County (“Confidential Information”). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Cascadia Behavioral Healthcare, Inc. – Personal Services Contract (CMHP & OHP) #9374

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

- 29. CRIMINAL BACKGROUND CHECK REQUIREMENTS.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.
- 30. FURTHER ASSURANCES.** Contractor agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.

31. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

[Signature page follows]

SIGNATURE PAGE

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

**CASCADIA BEHAVIORAL
HEALTHCARE, INC.**

**COUNTY OF CLACKAMAS
BOARD OF COMMISSIONERS**

Authorized Signature Date

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

Name / Title (Printed)

Signing on behalf of the Board:

146332-18

Oregon Business Registry #

Richard Swift, Director Date
Health, Housing and Human Services

Domestic Nonprofit Corporation / Oregon

Entity Type / State of Formation

Approved as to form:

County Counsel Date

March 19, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Agreement with
CODA, Inc. for Housing Assistance Program Services

Purpose/Outcomes	Provides housing assistance and services for Clackamas County residents in alcohol and drug recovery to assist them in becoming self-sufficient and obtaining permanent housing placements.
Dollar Amount and Fiscal Impact	Agreement maximum value \$599,772.53.
Funding Source	No County General Funds are involved. Federal and State funds provided by the State of Oregon, Community Mental Health Program (CMHP).
Duration	Effective July 1, 2019 and terminates on June 30, 2021.
Previous Board Action	This is a renewal of Subrecipient Agreement #18-017/BH #8199 reviewed and approved by the Board July 27, 2017, Board Agenda Item #072717-A3.
Counsel Review	Contract reviewed and approved March 3, 2020.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
Contract No.	Subrecipient #20-029 / Behavioral Health #9371

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of a Subrecipient Grant Agreement with CODA, Inc. for Housing Assistance Program services for Clackamas County residents in alcohol and drug recovery. CODA will support the substance abuse treatment and early recovery efforts of the participants while also focusing on participants becoming self-sufficient and obtaining permanent housing placements. Participants need to be fully engaged in alcohol and drug treatment in order to access housing services. Behavioral Health has engaged CODA to provide these services to Clackamas County residents since 2012.

This Agreement, effective July 1, 2019 and continues through June 30, 2021, was reviewed and approved by County Counsel March 30, 2020. Maximum compensation provided through this Agreement is \$599,772.53.

Healthy Families. Strong Communities.

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

Clackamas.us/h3s

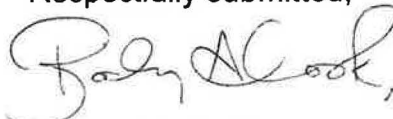
This Contract is retroactive due to prolonged budget negotiations. CODA, Inc. has provided ongoing critical services for Clackamas County residents, ensuring there is no gap in service.

The subrecipient grant agreement was written in coordination with county finance.

RECOMMENDATION:

Staff recommends Board approval of this Agreement and authorization for Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Gary Alcock, H3S Deputy / FOL

Richard Swift, Director
Health, Housing & Human Services Department

CLACKAMAS COUNTY, OREGON SUBRECIPIENT GRANT AGREEMENT 20-029	
Project Name: A&D Housing Assistance Program Behavioral Health Number: 9371 Project Number: 36063 – Substance Abuse Prevention and Treatment Block Grant (CFDA 93.959)	
This Agreement is between <u>Clackamas County</u> , Oregon, acting by and through its Department of Health, Housing and Human Services, Behavioral Health Division ("COUNTY"), and <u>CODA, Inc.</u> ("SUBRECIPIENT"), an Oregon Non-profit Organization.	
Clackamas County Data	
Grant Accountant: Ke`ala Adolpho	Program Manager: Mary Rumbaugh
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5410 KAdolpho@clackamas.us	Clackamas County - Behavioral Health Division 2051 Kaen Road, Suite 154 Oregon City, OR 97045 (503) 742-5305 MaryRum@clackamas.us
Subrecipient Data	
Finance/Fiscal Representative: Eric Knopf	Program Representative: Elliot Fox
CODA, Inc. 1027 E Burnside Street Portland, OR 97214 (503) 239-8400 EricKnopf@codainc.org	CODA, Inc. 1027 E Burnside Street Portland, OR 97214 (503) 239-8400 ElliotFox@codainc.org
DUNS: 093490142	

RECITALS

WHEREAS, COUNTY is a political subdivision of the State of Oregon;

WHEREAS, COUNTY holds an Intergovernmental Agreement ("IGA") for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) with the State of Oregon acting by and through its Oregon Health Authority ("OHA") for the biennium term of 2019-2021;

WHEREAS, ORS 430.610(4) and 430.640(1) authorize OHA to assist Oregon counties and groups of Oregon counties in the establishment and financing of community addictions and mental health programs operated or contracted for by one or more counties;

WHEREAS, COUNTY has established and proposes, during the term of the IGA, to operate or contract for the operation of community addictions and mental health programs in accordance with the policies, procedures and administrative rules of OHA;

WHEREAS, COUNTY has requested financial assistance from OHA to operate or contract for the operation of its community addictions and mental health programs;

WHEREAS, OHA is willing, upon the terms of and conditions of the aforementioned IGA, to provide financial assistance to COUNTY to operate or contract for the operation of its community addictions and mental health programs;

WHEREAS, various statutes authorize OHA and COUNTY to collaborate and cooperate in providing for basic community addictions and mental health programs and incentives for community-based care in a manner that ensures appropriate and adequate statewide service delivery capacity, subject to availability of funds;

WHEREAS, SUBRECIPIENT is a not-for-profit behavioral health agency that fosters healing by connecting individuals who share the experience of living with mental illness through peer support and community-based activities;

THEREFORE, the parties seek to provide **housing assistance and services** for Clackamas County residents in alcohol and drug recovery through this Subrecipient Grant Agreement of federal financial assistance, which sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

According to the terms of this Subrecipient Grant Agreement (this "Agreement") COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective **July 1, 2019** and shall expire on **June 30, 2021**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in attached **Exhibit A: Subrecipient Scope of Work**. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Community Mental Health Program ("CMHP") IGA No. 159159 awarded on June 26, 2019 which is/are the source of the grant funding, in addition to compliance with requirements of Title 42 of the *Code of Federal Regulations* ("CFR"), Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by COUNTY, which are attached to and made a part of this Agreement by reference. SUBRECIPIENT shall further comply with any requirements required by U.S. Department of Health and Human Services, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is the 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Program Gambling Services (Agreement No. 159159). The maximum, not to exceed, grant amount COUNTY will pay is **\$599,772.53**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Reimbursement Request** and **Exhibit E: Performance Reporting**. Failure to comply with the terms of this Agreement may result in withholding of payment. Funding for this Agreement is from the following sources:

- 4.1. **Federal Funds: \$586,307.52** in federal funds are provided through the Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) (CFDA 93.959) issued to COUNTY by the State of Oregon acting by and through its OHA. The State of Oregon receives funds through the Substance Abuse, Prevention, and Treatment ("SAPT") Block Grant from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration.
- 4.2. **Other Funds: \$13,465.01** in State funds are provided for funding of other items in the program budget.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement except for the final payment. The final request for payment must be submitted to COUNTY no later than fifteen (15) days after the end date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days-notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this Agreement have been obligated to COUNTY. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - c) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal Government shall be the liability of SUBRECIPIENT.

- d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- e) **Match.** Matching funds are not required for this Agreement.
- f) **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in the **Exhibit B: Subrecipient Program Budget**. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
- g) **Indirect Cost Recovery.** SUBRECIPIENT elects to use a negotiated rate of 20% of salary and benefit costs for indirect cost recovery on the federally-funded portion of this Agreement, as negotiated with COUNTY (notification date: 2/3/20) for use on federal awards. A rate of 4.26% is for use on all non-federally funded costs. These rates are incorporated by reference into SUBRECIPIENT program budget in **Exhibit B: Subrecipient Program Budget**.
- h) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- i) **Payment.** SUBRECIPIENT must submit a final request for payment **no later than fifteen (15) days after the end date of this Agreement**. Routine requests for reimbursement should be submitted as specified in **Exhibit D: Required Financial Reporting and Reimbursement Request**.
- j) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in **Exhibit E: Performance Reporting** for each period (monthly, quarterly, and final) during the term of this Agreement.
- k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed **Exhibit D: Required Financial Reporting and Reimbursement Request** on a monthly basis.
- l) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (**Exhibits D & F**), performance (**Exhibit E**), and other reports as required by the terms and conditions of the federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement.
- m) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <http://www.sam.gov>.
- n) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or

condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- o) **Lobbying.** SUBRECIPIENT certifies (**Exhibit C: Lobbying Certificate**) that no portion of the federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- p) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. SUBRECIPIENTS of federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY and the Oregon Health Authority access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY, OHA, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r) **Specific Conditions.** SUBRECIPIENT shall submit general ledger backup, with detail, with each claim for reimbursement for the duration of this award.
- s) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state 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, according to 2 CFR 200.333-337.
- t) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for Intergovernmental Agreement for the Financing of Community Mental Health,

Addiction Treatment, Recovery & Prevention, and Problem Gambling Services Agreement No. 159159, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to COUNTY, as grantee, under those grant documents.

- u) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

10. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal Government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse; and (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT. Additional requirements are as specified in 45 CFR Part 96; also 45 CFR Part 75 as applicable. No federal funds may be used to provide services in violation of 42 U.S.C. 14402.
- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all Providers to include in all contracts with subcontractors receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other

laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) creates a problem for the design or delivery of other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- g) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
- h) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
 - 1) Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - 2) Procure a commercial sex act during the period of time the award is in effect; or
 - 3) Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, as they pertain to the purchase of goods and services under this Agreement and which are incorporated by reference herein.

- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (“RFP”) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY’s next fiscal year, COUNTY’s obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney’s and expert fees) arising from or related to SUBRECIPIENT’s negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT’s control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT’s actions, employees, agents or otherwise with respect to those under its control.

To the extent permitted by applicable law, SUBRECIPIENT shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of SUBRECIPIENT, including but not limited to the activities of SUBRECIPIENT or its officers, employees, subcontractors or agents under this Agreement.

SUBRECIPIENT shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of SUBRECIPIENT or any of the officers, agents, employees or subcontractors of SUBRECIPIENT (“Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by SUBRECIPIENT from and against any and all Claims.

- c) **Insurance.** COUNTY shall enforce SUBRECIPIENT compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating this Agreement, as permitted herein, or pursuing legal action to enforce such requirements.

During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance required in **Exhibit J: Insurance**.

- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

This Agreement consists of twelve (12) sections plus the following exhibits which by this reference is incorporated herein.

- Exhibit A Subrecipient Scope of Work

- Exhibit B Subrecipient Program Budget
- Exhibit C Lobbying Certificate
- Exhibit D Required Financial Reporting and Reimbursement Request
- Exhibit E Performance Reporting
- Exhibit F Final Financial Report
- Exhibit G CMHP Required Federal Terms and Conditions
- Exhibit H CMHP Required Provider Agreement Provisions
- Exhibit I CMHP Service Element
- Exhibit J Insurance
- Exhibit K Qualified Service Organization Business Associate Agreement

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

CODA, INC.

By: _____
Authorized Signature

Printed Name Date

Street Address

City / State / Zip

Phone / Fax

CLACKAMAS COUNTY

Commissioner: Jim Bernard, Chair

Commissioner: Sonya Fischer

Commissioner: Ken Humberston

Commissioner: Paul Savas

Commissioner: Martha Schrader

Signing on Behalf of the Board:

Rod Cook, Deputy Director
Health, Housing & Human Service Department

Date

Approved to Form:

County Counsel

Date



Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Software Services Agreement with zLink, Inc. for
Building Information and Asset Management Software**

Purpose/ Outcomes	Authorize the purchase of zLink Facilities Asset Management Software
Dollar Amount and Fiscal Impact	Contract total value of \$588,197.36 for five (5) years.
Funding Source	Facilities Management Fund 744-7536-00-485330
Duration	Initial term of five (5) years, with the option for additional annual renewals thereafter.
Previous Board Action	None
Strategic Plan Alignment	Facilities Management's (FM) Strategic Plan includes the contracting, implementation and use of a new asset management system such as zLink to manage all facilities assigned to FM and be an all-inclusive program to track all county owned, leased and donated properties.
Counsel Review	Approved March 3, 2020
Contact Person	Jeff Jorgensen 503-557-6414

BACKGROUND:

The County currently uses MPulse Asset Management software for tracking facilities/assets. That software is at its end of life and does not provide the functionality needed by the County to properly track all facilities related assets across the county. Due to the old software's issues, the facilities management team is currently relaying on the tracking of said assets with incomplete excel spreadsheets. The County conducted a formal RFP for asset management software and made a selection after carefully evaluating each proposal. zLink's asset management software was determined to be in the best interest of the County based on its features and functionality along with a competitive licensing price.

The proposed contract is for a five (5) year period, with the option for additional annual renewals thereafter. Finance negotiated favorable renewal escalators for these future one year renewals. Implementation is planned to begin April 1, 2020 with a tentative completion in January 2021.

This request is for the Board to approve the first five (5) year period of the contract. Finance will submit future requests to extend for additional renewals.

PROCUREMENT PROCESS:

In accordance with the Local Contract Review Board Rules, on November 13, 2018, Procurement published Request for Proposals #2018-101 Building Information and Asset Management System with a closing date of January 17, 2019. Five (5) proposals were received and an evaluation committee of qualified staff evaluated the proposals per the stated criteria.



Elizabeth Comfort
Finance Director, Interim

Department of Finance

Public Services Building

2051 Kaen Road, Suite 490 | Oregon City, OR 97045

After the initial evaluation meeting was conducted it was determined that presentations of each software solution was needed in order to make an informed selection. Once all presentations were completed the evaluation team's scores were finalized and zLink, Inc. was recommended for contract award. An Intent to Award Notice was posted to ORPIN on June 6, 2019 and no protests were received. Upon the expiration of the protest period, the final dollar amount and scope was negotiated and finalized.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Contract with zLink, Inc. and to complete the transaction, authorize the Procurement Office to execute any other needed instruments and purchase orders in order to complete the initial five (5) year purchase.

Respectfully submitted,

Elizabeth Comfort, Director

Placed on the Agenda of _____ by Procurement and Contract Services



CLACKAMAS COUNTY
TECHNOLOGY SERVICES CONTRACT

This Technology Services Contract (this "Contract") is entered into between zLink, Inc. ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County"), on behalf of its Finance Department. Contractor and County are each a "Party" and together the "Parties."

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties ("Effective Date"). Unless earlier terminated or extended, this Contract shall expire on June 30, 2025. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

This Contract may be extended only if, sixty (60) days prior to the then expiration date, the Contractor provides a written quote to the County for a one (1) year renewal term, and the County accepts a new renewal term by the issuance of an official County purchase order. Except for the renewal term and associated fee, no other terms and conditions of the original Contract may be changed through this process.

2. Statement of Work. Contractor will provide the technology services described in Article IV (the "Services"). The Services, described in greater detail in Article IV, generally include the purchase, installation, maintenance, and use of multiple software modules, apps, reports, databases, and associated programs

3. Travel and Other Expense. Authorized: [] Yes [X] No

If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

4. Contract Documents. This Contract consists only of this Contract and there are no other exhibits or attachments.

5. Contractor and County Contacts.

Table with 2 columns: Contractor and County. Contractor contact: Administrator: Jessica Nelson, Phone: 978-309-3628 ext. 11, Email: jnelson@zlinkcorp.com. County contact: Administrator: Jeff Jorgensen, Phone: 503-557-6422, Email: CJohnson@clackamas.us

6. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed five hundred eighty-eight thousand one hundred ninety-seven dollars and thirty-six cents (\$588,197.36) for providing Services from the Effective Date through June 30, 2025. Contractor agrees that the fees for any renewal terms shall not exceed two percent (2%) over the previous year's annual fee. Contractor shall be paid in accordance with the following fee schedule:

Fee Schedule		
Software Licensing Fees*		
Item 1	Per user monthly fee up to 65 General/Named User Software Licenses that include the following modules: System Administrator, As-Builts, Assets, Condition Assessments, Documents, Executive Summary, Inventory, Maintenance, Mobile, Projects, Scheduling, Space, Sustainability, Web Services, Work Order	\$ 65.69
Item 2	Per user monthly fee for General/Named User Software Licenses in excess of 65. Must be purchased in blocks of 5 licenses.	\$ 49.00
Item 3	Per user monthly fee for up to 500 Requestor Software Licenses.	\$ 2.00
Item 4	Per user monthly fee for Requestor Software Licenses in excess of 500. Must be purchased in blocks of 50 licenses.	\$ 2.00
Software Support*		
Item 1	Systems Analyst Hourly Fee	\$ 70.49
Software Maintenance*		
Item 1	Annual Software Maintenance Fee	\$ 12,648.00
*Effective on 1/1/2022, 1/1/2023, 1/1/2024, and 1/1/2025, the above fees are subject to an increase of 5% over the previous year's fees.		
Implimentation Planning and Support Fees		
Item 1	Project Manager Hourly Fee	\$ 105.74
Item 2	Business Process Engineer Hourly Fee	\$ 87.90
Requirements Definition		
Item 1	Information Systems Engineer Hourly Fee	\$ 82.24
Item 2	Sr. Systems Analyst	\$ 70.49
Functional Development		
Item 1	Information Systems Engineer Hourly Fee	\$ 82.24
Item 2	Sr. Systems Analyst Hourly Fee	\$ 70.49
Data Migration		
Item 1	Sr. Database Architech Hourly Fee	\$ 85.46
Item 2	Sr. Systems Analyst Hourly Fee	\$ 70.49
Drawings and Data Linkage		
Item 1	CAD Manager	\$ 64.62
Item 2	Sr. CAD Specialist	\$ 52.37
Training		
Item 1	Fee per Sytem Administrator Training	\$ 3,000.00
Item 2	Fee per Module User Training	\$ 3,000.00
Travel		
Item 1	Cost per Trip	\$ 1,800.00

The Services include a planned volume of each item listed in Article IV. These planned volumes represent the amount of each item that County and Contractor expect to be needed to provide the Services. County and Contractor acknowledge that the Services includes processes that might result in changes to planned volumes or other components of Services. The County may make adjustments to the planned volumes listed in the Services for the above items. Any such adjustments shall be communicated in writing by the County Administrator, or other authorized County official, to the Contractor.

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

1. NO EFFECT OF CLICK-THROUGH TERMS

In no event will Contractor include any “click-through” terms nor shall the use of the Services be made subject to any terms and conditions in accessing or using the Services other than those that are contained in this Contract or imposed by federal, state, or local laws. Moreover, in the event such terms and conditions are ever presented to County or other authorized users of the Services, they shall not be binding and will have no force or effect.

2. ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs anticipated to be incurred in the performance of this Contract. Upon not less than 14 days’ advance notice, Contractor, at its place of business or, at its option, electronically, shall provide to County and their duly authorized representatives access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

3. AUDITS. Contractor agrees that a SSAE 16 audit certification (SSAE 16, issued by the American Institute of Certified Public Accountants) will be conducted annually, and Contractor agrees to provide County with the current SSAE 16 audit certification upon County’s request.

4. AVAILABILITY OF FUNDS. Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.

5. CAPTIONS. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

6. COMPLIANCE WITH APPLICABLE LAW. Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.

7. EXECUTION AND COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

8. GOVERNING LAW. This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Contractor consents to

jurisdiction of the Circuit Court for Clackamas County, in the State of Oregon for any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

9. INDEMNIFICATION. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. Contractor's indemnification obligation expressly includes, but is not limited to, claims for infringement or claims arising from a data breach. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

10. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

11. INSURANCE. Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

Required by County – Privacy and Network Security. Privacy and Network Security coverages shall be obtained and maintained to provide protection against liability for (a) system attack; (b) denial or loss of service attacks; (c) spread of malicious software code; (d) unauthorized access and use of computer systems; and (e) liability from the loss or disclosure of confidential data with limit of \$1,000,000 per claim/annual aggregate.

12. LIMITATION OF LIABILITIES. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 14 or Section 25 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

13. NOTICES. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to Contractor or at the address or number set forth in Article I of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

14. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

14.1. Liens.

Contractor shall hold the County harmless from claimants supplying labor or materials to the Contractor or its subcontractors in the performance of this Contract.

15. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 2, 8, 9, 13, 14, 15, 17, 20, 22, 23, 28, 29, and 31, together with all other rights which by their context are intended to survive, and if Contractor retains any County Data after termination, Article III Paragraph 2.

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

17. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the Services required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15,

and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract. For the avoidance of doubt, the use of vendors shall not be subject to this Section.

18. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

19. TAX COMPLIANCE CERTIFICATION. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

20. TERMINATIONS. (A) This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County. Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. (B) If Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

21. EFFECT OF TERMINATION. In the event of any termination or expiration of this Contract:

21.1. Contractor will provide County data to County in accordance with its transition assistance Services ("**Transition Assistance**") as set forth in Section 23 below; and

21.2. The Parties will, upon written request of the other Party, either return to the requesting Party or destroy any information of requesting Party that are in other Parties possession or control.

22. REMEDIES.

22.1. In the event of termination pursuant to Article II Sections 20(A), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Services multiplied by the percentage of Services completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor, Contractor shall pay any excess to County on demand.

22.2. In the event of termination for any other reason, each party shall have any remedy available to it in law or equity.

22.3. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination or as required for Transition Assistance.

23. TRANSITION ASSISTANCE.

Upon termination of the Agreement for any reason, Contractor will return County's data 1) in a format that is reasonably within Contractor's technical capability to provide, 2) in a format that has been approved by County, 3) made available for the County to download, and 4) at County's request, uploaded into the County's new Building Information and Asset Management System.

Transition Assistance as outlined in this Section is included in the not to exceed amount set forth in Article I, Section 6, above.

24. NO THIRD PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

25. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these Services in the State of Oregon prior to entering into this Contract.

26. FORCE MAJEURE. Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, war, internet service interruptions, slowdowns, vandalism, or "hacker" attacks where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

27. WAIVER. The failure of a Party to enforce any provision of this Contract shall not constitute a waiver by such Party of that or any other provision.

28. PUBLIC CONTRACTING REQUIREMENTS. Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:

- 28.1.** Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- 28.2.** Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- 28.3.** Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- 28.4.** Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 28.5.** If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract.
- 28.6.** As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material

element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.

28.7. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

29. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has

taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

- 30. Acceptance Testing.** Prior to accepting the solution, the County and Contractor shall perform acceptance testing (also referred to as User Acceptance Testing, UAT, or like terms) in accordance with the Statement of Work. Unless otherwise stated in the Statement of Work, Contractor shall perform all tasks and functions necessary to facilitate acceptance testing. Acceptance by County shall not relieve Contractor from its responsibility under any warranty. Payment for products, Services, or the solution does not constitute Acceptance, nor does it constitute a waiver of any applicable warranty.
- 31. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

ARTICLE III.

1. SOFTWARE LICENSE PROVISIONS

- 1.1. License.** During the Term of this Contract, Contractor hereby grants a non-exclusive, non-transferable, non-sublicensable license to County and its authorized users to access and use the Services in accordance with the terms and conditions of this Contract. Contractor will be responsible for any hosting necessary for the Services, and County and its Authorized users will be responsible for obtaining internet connections and other third party software and Services necessary for it to access the Contractor hosted Services.
- 1.2. Copies of Documentation.** Contractor will provide County with access to the documentation, as may be updated from time to time. The County may reproduce the documentation, and any web-based or computer-based training materials, if applicable, provided that each copy thereby produced shall be marked with Contractor's proprietary markings as delivered to the County. County may use the documentation solely in connection with the use of the Services.
- 1.3. Title.** As between Contractor and County, Contractor retains title to and ownership of the Services, software, source code, and products, including all intellectual property rights relating thereto (collectively, "Contractor Intellectual Property"). County will have no rights with respect to the Services, software, source code, and products, other than those expressly granted under this Contract. Any suggestions for changes or improvements to Services that County provides to Contractor, whether solicited by Contractor or not, shall be owned by Contractor and Contractor hereby irrevocably assigns, and shall assign, to Contractor all right, title, and interest in and to such suggestions. Except as expressly or implicitly provided for under this Contract, Contractor shall have no obligation to incorporate such suggestion into its products or Services.

1.4. Restrictions on Use. County and its authorized users will not (and will not permit any third party to), (i) share County's or any authorized user's login credentials; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of the Services, software, Services or products or of any files contained in or generated by the Services; (iii) copy, modify adapt or translate the Services, software, Services or products, or otherwise make any use, resell, distribution or sublicense the software, Services, or products other than in connection with this Contract; (iv) make the Services, software, or products available on a "service bureau" basis or allow any third party to use the software, Services or products; (v) to the extent allowable by law, disclose the Services, software, or products or any of its components to third parties; (vi) remove or modify any proprietary marking or restrictive legends placed on the Services, software, or products; (vii) use the Services in violation of any applicable law; (viii) create or augment any mapping-related dataset including a mapping or navigation dataset, business listings database, mailing list, or telemarketing list) for use in an implementation that is not connected to the Services; (ix) introduce into the Services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature; (x) use the Services to post advertising or listings; (xi) use the Services to defame, abuse, harass, stalk, or threaten others; (xii) permit access or use of the Services by any individual outside the United States; (xiii) hide or obscure any authorized user's location; (xiv) permit access or use of the Services, for any activities other than to enhance County's own Services, where reliance solely on, or failure to use, the Services could lead to death, personal injury, or property damages.

1.5. County Data. As between Contractor and County, County owns and shall retain all rights, title, and interest, including, without limitation, all intellectual property rights, in and to and data that are (1) entered into the System by County, (2) entered into the System by Contractor or other third parties on County's behalf, or (3) is derived by or created by the System or related functionality using data as specified in (1) or (2) of this sentence ("County Data"). County shall have the sole responsibility for the accuracy, quality, and legality of the County Data, including obtaining all rights and consents necessary to share the County Data with Contractor as set forth in this Contract. Contractor shall not access County user accounts or County Data, except; (i) in the course of data center operations, (ii) in response to Services or technical issues, (iii) as required by the express terms of this Contract, (iv) at County written request. Contractor shall not collect, access, or use user-specific or personally identifying County information. In the event that Contractor determines that accessing personally identifying information as strictly necessary to provide the Services to the County, the County must provide Contractor with prior, written approval of said access.

1.6. Export of County Data. The County will have ability to directly query a near-live copy of the System including all County Data in order to extract County Data stored in the Applications. Furthermore, the County will have the ability to export common datasets directly from the Contractor user interface.

2. SECURITY

2.1. Data Protection. Protection of personal privacy and data shall be an integral part of the business activities of the Contractor, who shall use reasonable commercial efforts to ensure there is no inappropriate or unauthorized use of County information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of County information by complying with the following conditions:

- 2.1.1. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures designed to safeguard against unauthorized access, disclosure or theft of non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own non-public data of similar kind.
- 2.1.2. All County Data obtained by the Contractor in the performance of the Contract shall become and remain the property of the County.
- 2.1.3. All County Data stored in the Applications shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the personal data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the statement of work, or otherwise made a part of the Contract.
- 2.1.4. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The County shall identify data it deems as non-public data to Contractor.
- 2.1.5. Except as otherwise provided herein, Contractor shall not use any information collected in connection with the Services issued from this Contract for any purpose other than fulfilling the Services; provided, however, County understands and agrees that when it uses certain features of the Services, certain information and data may be collected from Authorized users, including monitoring and recording activity, and tracking physical location, which may include personal identifying information. County agrees that Contractor may use such information, subject to applicable law, to (i) provide more effective Services, or (ii) to develop and test its Services.

2.2. DATA LOCATION.

Contractor shall store County Data in data centers in the U.S. Contractor shall permit its personnel and contractors to access County Data remotely from the U.S. as required to perform Services or provide technical support.

- 2.2.1. Backup and Retrieval. Contractor shall be responsible for the commercially reasonable and prudent infrastructure and maintenance of the infrastructure to provide the herein described services. This includes, but is not limited to database backups, application backups, OS patches and upgrades, database patches and upgrades, power supply, network security, etc.

2.3. Security Incident or Data Breach Notification. Contractor is responsible for all damages and resulting obligations, such as credit monitoring, arising from or in connection with a data breach.

- 2.3.1. **Incident Response.** Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law, contained in the contract or as otherwise determined by the Contractor. Discussing security incidents with the County should be handled on an urgent as needed basis, as part of Contractor's communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract or as otherwise determined by the Contractor.

- 2.3.2. **Security Incident Reporting Requirements.** Each Party shall report a security incident to the other Party's identified contact immediately, as soon as possible, or promptly without out reasonable delay, or as defined in the Contract.

2.3.3. Breach Reporting Requirements.

2.3.3.1. Each Party shall promptly notify the other Party of any such security breach that materially compromises the County systems and/or data. Both Parties agree to cooperate in any investigation of such a security breach.

2.3.3.2. Contractor shall promptly notify County of any unauthorized access or unauthorized disclosure or use by a third party of County Data collected or obtained by the Contractor under this Contract. Contractor shall provide such notice following discovery and without unreasonable delay.

2.4. Access to Security Logs and Reports.

Contractor shall provide security reports upon County's reasonable written request. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all public jurisdiction files related to this Contract.

2.5. Encryption of Data at Rest.

At a minimum, Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data, unless the County approves in writing for the storage of County Data on a Contractor portable device in order to accomplish Services as defined in the statement of work. If more stringent encryption is included in Article IV, those requirement shall govern in the Contract.

ARTICLE IV - STATEMENT OF WORK
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II. zLink Inc. Solution Overview

We will implement a Building Information and Asset Management (BIAM) System based on selected and tightly integrated modules of our industry leading COTS Platform zLinkFM™ and provide web-enabled easy-to-use secure user interaction. This visualized access to drawings and data is available on all mobile platforms to provide “anytime anywhere” access to all BIAM information.

OUR APPROACH

- Our approach and plan is based on our experience implementing facility management software projects in Government and Industry for the past 18+ years using zLinkFM™.
- Provide leading edge technology that integrates engineering drawing, models, infrastructure, and corporate databases.
- Enable delivery platforms that are independent of operating systems, browsers or hardware.
- Empower users with an intuitive User Interface that masks the complexity of underlying CAD drawings, models and databases.
- Use ‘Mobile First’ approach to provide ‘anytime anywhere’ visualization of all facility management information.

Since 2011 zLinkFM™ has been recognized by Gartner Inc. as one of the leading products in our market of IWMS and CAFM Systems, based on “*ease of use functionality with data integration framework that enables flexible extensions*” and “*completeness of its vision*”. The proposed BIAM solution will fully address Clackamas County’s Requirements as stated in its Solicitation RFP and provide an extremely easy-to-use, browser-based user experience.

OUR zLinkFM™ PLATFORM

- ***It is based on the premise that facility drawings are the core of all facilities related information.*** They best define the footprint of the building and the spatial context for locating the entire facilities infrastructure, people, and assets that are contained in the facility. In addition, they provide the basis for information required by virtually all corporate functions.
- The system modules are designed to facilitate major facility management functions. The *As-Builts Module* implements an ability to manage the core repository of facility drawings and models, which provide the reference to all other facility data. Presently the zLinkFM™ platform includes 26 software components/modules.
- Building Systems are referenced to the As-Built drawings to enable *visualization* of all aspects of the infrastructure in the context of space and easily view the relationship between the building and related systems.
- The proposed solution would be based on a configuration of several of the zLinkFM™ Modules that provide the best fit to Clackamas County’s requirements.
- The zLinkFM™ system is web-based with comprehensive and yet flexible and adaptable Graphical User Interface (U/I) that is simple, easy to master and seamlessly integrates end-user functions with access and use of information.

- All modules are available on mobile hand-held devices and are independent of operating systems, browsers, or physical hardware. The cloud based system has single sign-on capability.

The integrated configuration of the selected zLinkFM™ modules will encapsulate the facilities drawings of the building, its structural and architectural design (2D and 3D/BIM models), and the spatial context for locating the infrastructure assets in the facility.

Thus zLinkFM™ Enterprise Platform provides a unique capability to manage design drawings, documents and data, in the context of the Clackamas County business requirement, through an easy to use web browser based user interface and a common repository of drawings and documents that are tightly coupled to related data.

Depending on the specific functional requirements Clackamas County’s authorized users will interact with the installed BIAM System solution using easy to use Graphical User forms to perform their work tasks. Authorized users’ interaction with system will be contingent upon their “authority” to access the system and data based on their “privileges” to use the system.

- **Implementation within 9 months from Project Kick-off**

Our implementation approach and plan are based on our experience implementing similar projects in Government and Industry for the past 18 years. We have optimized the implementation, data migration, set-up and support protocols to ensure on time delivery and full coverage of defined requirements.

The implementation will be accomplished in three major phases that maximize the value proposition of the BIAM implementation.

- Phase I – Mandatory requirements for all facilities with maximum availability of data
- Phase II – Mandatory requirements for facilities where there is need for additional data
- Phase III – Secondary requirements for all facilities

Each phase will be accomplished in 9 months per the proposed implementation plan.

Key elements of our Plan:

- Initial Kick-off meeting to agree on the project Plan and Deliverables
- Within 30 days –from Project Kick-off meeting:
 - zLink will deliver the envisioned software package and activate access to selected users to test the functionality provided to ensure all requirements are fully addressed.
- Complete data review and pilot migration within next 120 days:
 - Import CAD drawings and data; create Search and Extract Indexes for each document stored.
 - QA Asset data and imported CAD drawings.
- Design and install needed interfaces
- Perform Training and UAT testing 130 days from Kick-off:

Upon completion of data migration zLink will train and support Clackamas County designated users to perform UAT Tests.

- Complete any corrective actions from UAT within ten (10) days from UAT completion and issuance of UAT report.
- Go Live 10 9 months or sooner after Kick-off meeting and activate Help Desk support operations.

III. Why zLink – our Value Proposition to Clackamas County

OUR STRENGTH

Our team has the experience, technology skills, and resources to provide organically full-service capability covering the spectrum of facilities management capabilities, from the development of CAD drawings and BIM models, field surveys, and engineering documentation to installation and post implementation support for our zLinkFM™ COTS solutions necessary to achieve this goal.

- Full Service Capability** – zLink has an organic capability to implement the complete solution (from CAD to software) using an integrated “Life Cycle” management process. We have a unique capability to support every aspect of the solution with in-house expert staff. This eliminates risks, overcomes major barriers to implement the needed solutions, and ensures on-time deliverables and user satisfaction.
- Ability to Execute** - An in-depth knowledge of the facility management field allows zLink staff to create the solution that will best satisfy Clackamas County’s needs. Our post implementation Customer Support, Help Desk and maintenance services ensures a reliable platform with advanced tools, I/O functions and secure access to data any-time from anywhere using internet / mobile technologies.
- Innovative Technology that Creates Intelligence by Coupling Drawings and Data** – The core zLinkFM™ technology enables enterprise-wide functional integration of facility “life cycle management” information. Data are created once and are instantly available across all organizational levels. End-user applications such as Real Property portfolio management, space allocation and usage, asset inventory, maintenance, and capital budgeting are enabled quickly to fit the Clackamas County needs without any software code change.
- Integration** - the integrated data become the “core intelligence” for users across organizational levels to make better decisions, plan and perform their work tasks efficiently. A holistic view enables optimized Facility utilization, cross-functional project management, and enterprise-wide collaboration. In addition, it allows users to rapidly reengineer their business processes with ease by creating and integrating “workflows” with business rules that reflect the reengineered business practices across organizational units.
- Cost Effectiveness** – zLink prices its services and software based on an internal pricing structure without any third-party overheads. Based on very effective and efficient implementation and engineering processes it can deliver innovative and functionally richer solutions faster and at lower costs than its competitors.
- SaaS implementation** – “Software as a Service (SaaS)” solutions have become the deployment method of choice for zLinkFM™ clients. zLinkFM™ was amongst the first platforms available as a true SaaS option, in addition to providing an Intranet hosting capability. In addition, our SaaS implementation is on Federally Audited and Certified hosting data centers (FedRAMP) that meet and exceed the high performance and security standards

required to meet NIST Pub-800-53 Federal Regulations for Secure Data Access and Systems Operations.

- g. **Mobile Platform** – zLinkFM™ platform provides leading edge technology that integrates drawings, databases, and the Web on a hand held mobile device. zLinkFM™ is device (iOS and Android) and browser independent. This provides the facility professional the same easy access to drawing-centric facility information “as and where” required. In addition, growth in demand for Services by Tenants and multi-sourcing of facilities services increasingly requires that service providers, partners and other contract staff have ready and easy access “anywhere-anytime” to workplace data and processes via the portal interfaces that zLinkFM™ web-based architecture solutions provides.



2.0 Proposed Solution - Architecture and Requirements

The proposed BIAM System COTS based solution is designed to address the requirement to replace the current system. However, Clackamas County's requirements will not remain static, and will evolve mirroring Clackamas County's changes to its business practices and Regulations and reporting to State and Federal Government Departments.

zLinkFM™ platform software components included in this solution provide broad functional capability to address additional evolving requirements and data related to Leases, Maintenance Contracts with Contractors, Maintenance Plans, and other corporate Facility Management functions.

The following diagram shows the full capability of the zLinkFM™ architecture. It supports three major hosting environments:

- Microsoft Azure Cloud
- Intranet Hosting
- Dedicated SaaS Hosting

Scaling: *The proposed Clackamas County solution will be based on the Microsoft Azure Cloud environment. This allows extremely easy expansion of the hardware infrastructure on demand as required to meet increased processing and storage needs.*

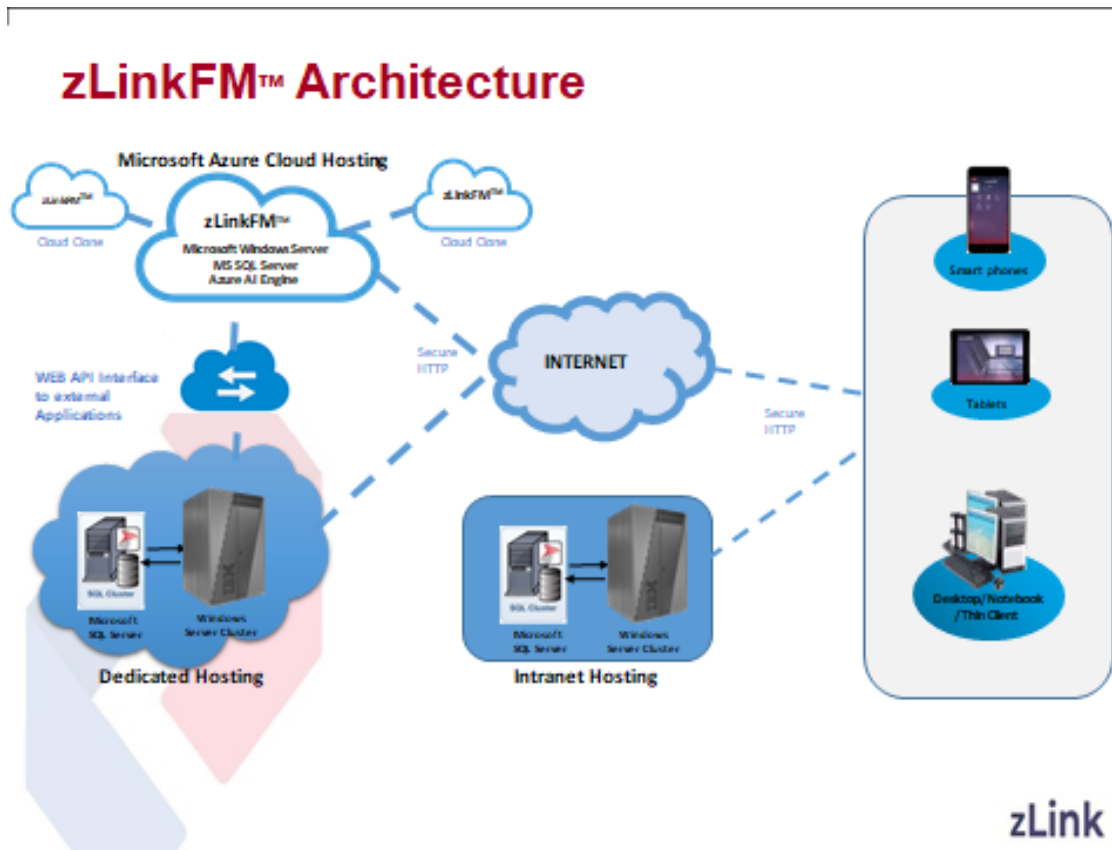


Figure 2.1 - zLinkFM™ Architecture

The envisioned BIAM System platform will include the following zLinkFM™ software components:

- **As-Builts & 3D/BIM** – enables the creation and utility of **Drawing Repository** – it forms the core of the entire platform, provides the common basis for the creation, maintenance, use, storage, management, and referencing all related Drawings, BIM Models and data. The As-Builts drawings are referenced by all Modules to provide a space-centric view of all facility information and be shared by all authorized users to support broad set of business functions including the framework for operational and maintenance planning, lease costs charge backs and financial reporting.

The As-Builts module provides an easy web browser access to authorized users to perform:

- Mark-up As-Builts and create their own archives.
 - Share As-Builts with colleagues, publish for contracting, use for site inspections or locate assets and employee.
 - Control revisions of As-Builts.
 - View As-Builts online from anywhere using mobile technology (tablets and Smartphones).
 - Key word based easy retrieval of data for custom reports or extracts for “business analytics”.
- **Asset Management** – Keeps track of thousands of facilities assets and the associated data, as well as where they are located. Asset management includes all movable (except furniture) and fixed assets. Movable assets generally comprise business use equipment and machinery, information technology assets and other employee or common use related assets. Fixed assets include life safety systems, large capital equipment and infrastructure assets related to major facility systems. Mechanical equipment such as air handling units, pumps, and motors; electrical components such as panels, transformers, and generators; and plumbing shut off valves—are easily located and tracked for their performance and relationship with other components. Asset Management module capability includes: Fixed and moveable assets including IT equipment; All assets located on floor plans; Repositioning using drag-and-drop or move projects; Tightly coupled data related to acquisition date, costs and depreciation; Integration with financial and preventive maintenance functions; Life cycle tracking from acquisition to disposition.

The zLinkFM™ Assets module function enables location-specific asset data. Assets linked to drawings provide a wide variety of more meaningful reports. Safety and compliance issues mandate good documentation. The zLinkFM™ Asset Management module allows for easy, frequent updating, resulting in more accurate asset documentation and reporting information.

- **Condition Assessment** – enables the user to record, store and maintain information about the Condition of a Facility / Building and its Assets and provides the necessary options to facilitate their assessment for Capital funding related to deficiencies remediation, construction, and long term maintenance requirements. The Assessment is entered for each facility based on Unicode standard formats. The assigned Architects and Engineers capture the Condition of the Facility and its Assets in real-time using tablets interacting with the system. Each deficiency is recorded, detailed notices are entered and pictures / sketches can be attached to highlight “conditions” and other observations of the inspectors. The system then calculates the remediation or replacement cost based on the year of installation and escalation factor. A facility Condition Index is calculated based on the replacement and total repair cost.

Replacement / Repair decisions are made external to the system and linked / attached to the Facility Condition Assessment Report for Capital Planning and for approval of new Construction and Maintenance Projects. The Condition Assessment data can be interrogated to determine the best allocation / fit of funds to identified projects.

- **Documents Management** – improves Engineering and Maintenance / Facilities staff productivity as it eliminates the need to search for the appropriate As-Builts CAD or BIM Models for information about the Design, Space, Infrastructure Asset and FLS components and related information. In addition, the Documents Module mitigates risk for loss of critical CAD and facility maintenance and project related documents in the event of fires, floods or other disasters; it provides a highly simplified and productive automated access to needed information about the design and construction of the facilities. Easy to use functional tools enable users to store, retrieve, distribute and share electronic documents and drawings in a broad set of file formats across the Facilities Portfolio and business functions (e.g., Engineering, Contracting, Accounting, Services, Maintenance, etc.).

Technical Specifications, Maintenance Procedures, Manufacturer Warranties, Digital Pictures and Videos showing Condition of Facilities, CAD files and related Capital Assets and Maintenance Projects files can be stored and retrieved using web-enabled U/I. The Documents Management Module ensures accurate information and records are maintained and retrievable on-line when they are needed, and thus eliminating the risk of lost or misplaced CAD and related documents for the facility.

- **Inventory Management** – provides all necessary functionalities to manage and maintain inventory requirements. zLinkFM™ inventory management tracks and manages the stock of various consumable parts and also provides settings to initiate the ordering of these parts when the quantity falls below a certain level. zLinkFM™ supports multiple stores so that stock can be added to the main store and transferred to the secondary stores. The module also provides necessary options to capture all related data along with the inventory like the invoice number/date, cost of the item, the vendor, the department that ordered the part etc. Parts can be associated to various equipment categories that can utilize it so that the technicians or work order managers get a filtered view of the parts that are associated with the equipment while performing the work order.

Work order managers/authorized technicians can easily see the stock of each part in a single click. There is an option to attach various parts as part of the work order; later the count can be updated based on the actual use of the parts while completing the work order. New parts request can be tracked using inventory request work type and the approval for inventory request can be achieved using custom work flows. The cost of the parts used can be charged back to GL accounts or departments based on the preference of the end user.

- **Maintenance Management** – provides the functionality to plan, execute, manage and report on preventive maintenance procedures and schedules for all facilities, assets and equipment that require maintenance. All maintenance is based on Plans and work performed is automatically recorded and performance can be tracked and accordingly reported.
- **Mobile Platform - User Friendly GUI** – Provides authentication of Clackamas County users to access and use the system and focus on their work rather than the complexity of underlying drawings, data and the system access mechanisms. Since the entire platform operates in a browser window that is mostly a common application for the desk-top and the handheld

Tablets and Smartphones, it improves users' productivity by using same functionality across all U/I platforms. zLinkFM™ is device (iOS and Android) and browser independent. It will allow users to perform their work tasks anytime-from-anyplace – for example: facility managers and others within the organization can move about the various Building Developments and access the CAD drawings and related documents to inspect and carry out a vast variety of tasks. Any changes that are made in the field on the mobile devices will be automatically synchronized with the database, thus ensuring that all drawings and data changes are kept up-to-date.

- **Project Management** – enables Facilities Management and Engineers to define, track and manage all facilities infrastructure assets maintenance, construction, and facility development projects. The Project Management component facilitates the construction, performance and management of a Project in collaborative and integrated Work Flow that enables the users to create a link between Project Scope, related Work Orders, Budgets and assigned organizational responsibility.

Furthermore, it incorporates Work Orders that capture the details of work defined including “start and end dates”, budgets and actual labor / parts costs, variances, assigned resources, the organization performing the work and the responsible manager assigned to manage the Project.

- **Scheduling and Hoteling** – Scheduling and Hoteling Functions are incorporated in the zLinkFM™ **Space Management** and enable organizations to optimize the use of critical facility resources and working space when these Spaces / Facilities are shared or used by multiple functions and staff (e.g., Conference Rooms, Shared Offices, Medical Wards, University Dormitories and Lodgings for Students or Veterans in Government Facilities, Labs in Hospitals, Operating Rooms, Telecommuters, etc.).

It improves utilization of valuable Space and Assets and ensures that related use records and plans are sustained for analysis and regulatory reporting, and to account expenses and recover funds from Government and Industry Grants.

- **Space Management** – provides key functions to create and maintain data about facility space use and costs, to perform Space Capacity and Occupancy Planning, Track Staff Assignments and Assets to Space, and support Employee Moves (a single employee or Departmental moves).

Its primary function is to monitor and track the effective use and cost associated with real estate space, and to allocate and optimize space among many departments and do accurate cost accounting. Vacant spaces are readily identified, while Employees moves and changes in employee office assignments are planned and performed with minimal loss of productivity.

Authorized users can perform the following business processes:

- Space Planning
- Capacity Planning and Forecasting
- Create and Maintain Space Classification and Occupancy Standards to meet changing needs
- Occupancy Density and Analysis
- Space Assignments to Departments, Divisions, Organizations and other organizational groupings

- Space Assignments for Employees (e.g., New Hires, transfers, consolidations and departmental moves)
- Space Reporting and Analytic reports for cost planning and charge backs
- Employee Moves Planning and Execution (Single Employee or Departmental)
- Maintenance of Employee Locations and Data

Workflows can be created to generate notifications / alerts at predefined intervals or when Key Performance Indicator is outside a specific range. These alerts are provided to designated staff to take specific action – for example Occupancy Density impacts the Cost per GSFT per Employee (if Occupancy Density increases the cost per SQF decreases and cost per SQF increases when Occupancy Density decreases).

Space Planners can quickly compute the Occupancy Density and compare it against predefined Capacity limits. The Space Planner or Financial Analyst set a procedure to extract or view in real time Occupancy data, based on criteria such as Employees Classification, Occupancy Density by Department or Organization for a building or Real Estate Portfolio, related costs, compare the results against historical data and defined plans. Forecasting is matter of creating long term plans and entering the data. The information can be extracted from a portfolio of buildings and facilities and automatically updated as part of executive Planning Report (e.g., Dashboard of Key Performance Indicators).

- **Sustainability** – provides for the capture and integration of sub-metering of consumables such as power, oil and natural gas, water for chillers and medical gas by major components of a facilities / building.

zLinkFM™ enables the real-time connection between “as-built” floor plans and sub-metering technology to provide visualization and measurement of energy and other resource consumption patterns inside a facility. The energy and sustainability capability supports management in ensuring that consumption of energy, fuels, and water by a facility is consistent with the business practices and requirements to reduce operating costs. It provides a capability to measure, analyze, and invest in systems to reduce consumption and improve LED Footprint.

- **Web Services** – it is the software component that zLinkFM™ uses to enable users input / output interaction and internal functions via Internet and Intranet protocols with other third party systems interfacing / interoperate with zLinkFM™. It is part of the implementation and set-up process. Web-Services provides an extensive capability for broad information exchange with all internal corporate legacy and external systems.

Web Services is designed to support interoperable machine-to-machine interaction over a network. It has an interface described in a machine process-able format (specifically WSDL). Other systems interact with the Web Services in a manner prescribed by its description using SOAP messages, typically conveyed using HTTP with an XML serialization in conjunction with other Web-related standards. No specialized software engineering is required from zLink. The required skills are present and available within the customer’s IT Technical Services organization. The IT staff can develop the custom code for interfaces needed between any application / system and zLinkFM™.

- **Work Order** – used to manage defined work tasks for Preventive and Facilities Maintenance, as well as Projects and Employee Moves (e.g., to schedule and perform moves of furniture

and files, change telephone extensions and IT assets, prepare and clean designated rooms, emails, etc.).

Work Orders may incorporate Work-Flows that adapt processes to the business functions; depending on the end user needs, work-flows define specific “actions” and “alerts” across the organization and direct individuals on “how to proceed” in performing their related assignment.

All Work Orders for Preventive Maintenance or other repeatable work tasks are automatically scheduled and their performance status automatically reported. All repeatable Work Orders are created once and reused across the Annual Schedule (e.g., Weekly, Monthly, Quarterly and Annually) and linked to technical specifications and instructions on how to perform the defined work. Staff and responsible Manager can be assigned to Work Orders and accordingly performance is tracked and status reported. Additional information can be incorporated into the Work Orders such as “materials and costs, labor hours and charge back costs”, and subsequently used to update financial systems.

- **System Administration** – The Systems Administration Module allows managing enterprise-wide access through designated points of responsibility. Provides *Super User* privileges to a designated client user responsible for the BIAM Platform System Administration. The System Administrator provides end-users with Log-in IDs and Passwords, adds, deletes, updates end-user information, sets Account Expiration dates for end-users, enforces access policies, and oversees data security. The System Administrator has the options to configure Users, Sites, Buildings and Floors, and tools for managing the user’s access and facility information.

The system enables control structures and user hierarchies for managing access to data and establishing privileges for editing data at different organizational levels. Specific user access can be controlled at various organizational, functional, drawing or data level. In addition, the system can maintain a log of all project related transactions to provide a project history and oversee compliant use of the system by authorized users.

- **Executive Summary / KPI Dash Boards** – Standard and unique Dashboards are created by defining the data sets which are considered to provide meaningful summary of Key Performance Indicators (KPI) as to the range of work tasks whose performance / status measures specific business functions / organization Performance over a time-period. For example KPIs can be set-up to provide real-time information on Maintenance Plans for Contractors by Development, Maintenance Variances of Planned Work vs. Actual and Prior Years for Same Buildings.
- **Preferences** – it enables each user to customize the system I/O GUI forms to fit their preferred viewing background color settings, CAD layers and data.

In addition, the following functional capabilities are included in each of the modules:

- **Reporting** – incorporates an Active Reports Framework that enables users to quickly define the data and report formats they need. It supports export of data to XLSX, PDF, RFT, DWG, TXT etc. Any type of files can be kept in the system as attachments and can be accessed and viewed by the user using the system’s web-based I/O GUI functions. All IWMS users can use Active Reports Framework to define the reports they need for Performance Tracking and Business Analytics, and general add-hock reporting.

- **Flexible Workflows** – This is Utility Module that will allow Clackamas County to re-engineer their work processes for efficient utilization of resources without being constrained by software defined procedures; and also provide “alerts and notifications” based on defined “conditions encapsulated by the data reported” – for example “Planned Maintenance Not Started” or “Completed Late by N Days”. This type of conditions will automatically generate Notices to Management and users responsible for the related Tasks to take action.

Security Compliance and Certifications

The hosted BIAM System will implement a security system based on the state-of-the-art encryption technologies available in the market place. The drawings and data are stored on a secure and partitioned web site, which is accessible to a variety of stakeholders within the enterprise, as well as outside parties such as A/E firms and sub-contractors, on an as-needed basis, to fully integrate facility management.

zLinkFM™ runs on HTTPS protocol with SHA 256 with Extended validation and 4096 bit key – this is in compliance to SHA-2 (Secure Hash Algorithm 2) designed by the National Security Agency (NSA). SHA-2 was published in 2001 by the National Institute of Standards and Technology (NIST) a U.S. Federal Standard (FIPS).

- zLinkFM™ COTS has been Certified and Accredited by the Federal Government as compliant to Disabilities Act Rule 508 and NST 800-53 Pub for Secure Access and System Processes.
- Obtained Authority to Operate from Government Accountability Office (GAO), Consumer Finance Protection Bureau (CFPB), and Defense Information Systems Agency (DISA.)

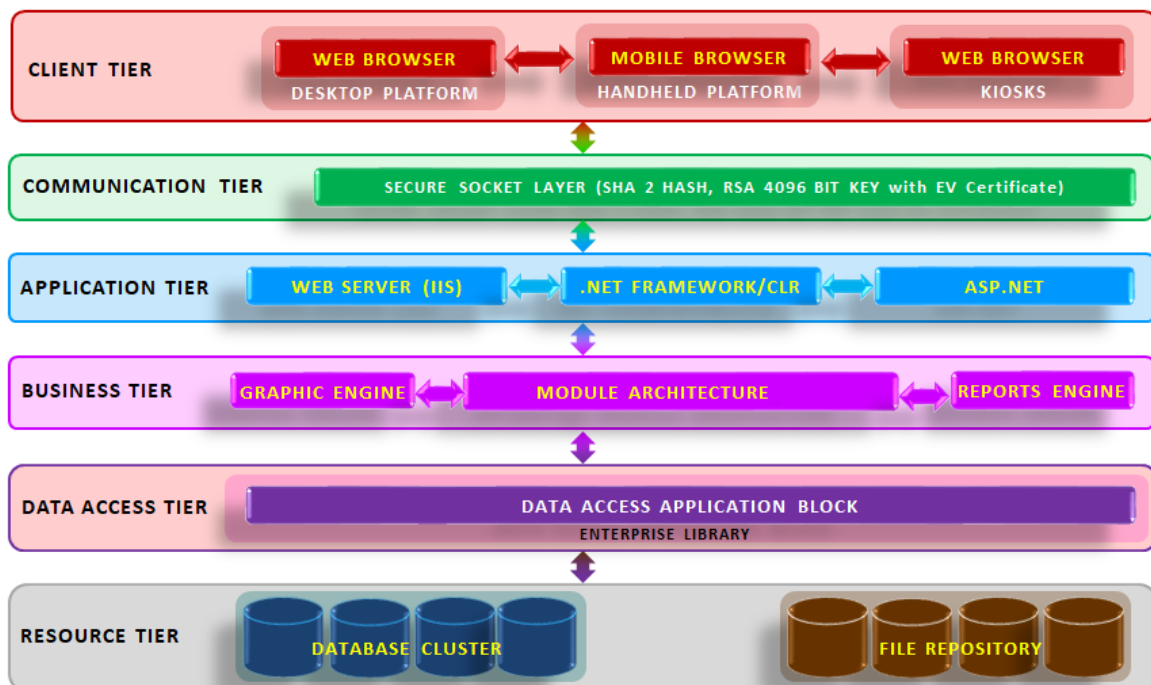


Figure 2.2 - Security Architecture Framework

Authentication and Authorizations

While system access is simple via the Web enabled I/O services, these services encapsulate up-to-date software tools to ensure secure access to data for those users with appropriate security authorization and yet ensure system reliability, maintainability and protection of data.

Only authorized users can interact with the system and their interaction is subject to their System Access authorization privileges in compliance to Clackamas County Policies as incorporated into the system by the System Administrator.

The system automatically applies the security rules embedded into a separate and encrypted database file that when a Log-In attempt is initiated the system IIS (i.e., 8.0)¹ that authenticates the source of the request and initiates the ASP.NET logical process to authenticate the Token and the Credentials of the Requestor (user).

Information Security Controls - zLinkFM™ System Administration module incorporates industry leading information security controls in compliance with FIPS and NIST-800-53

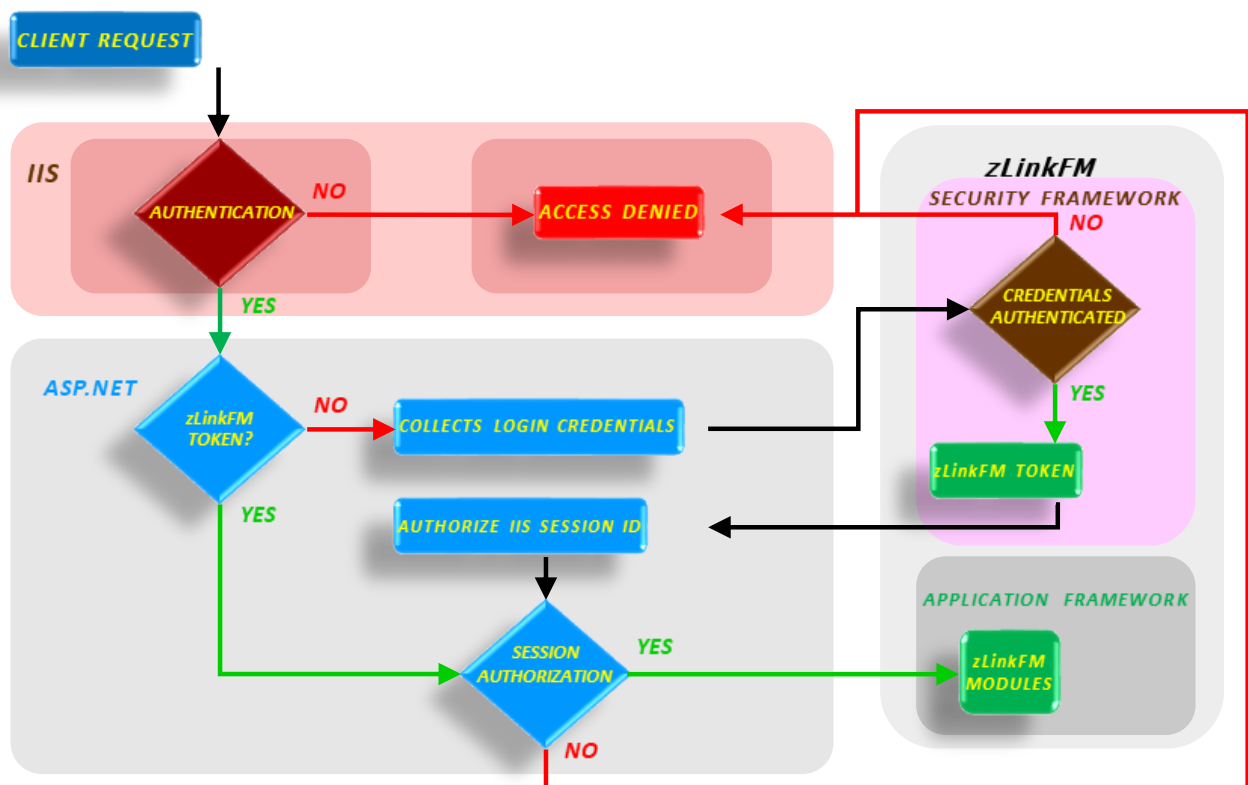


Figure 2.3 – zLinkFM™ Request Approval Process

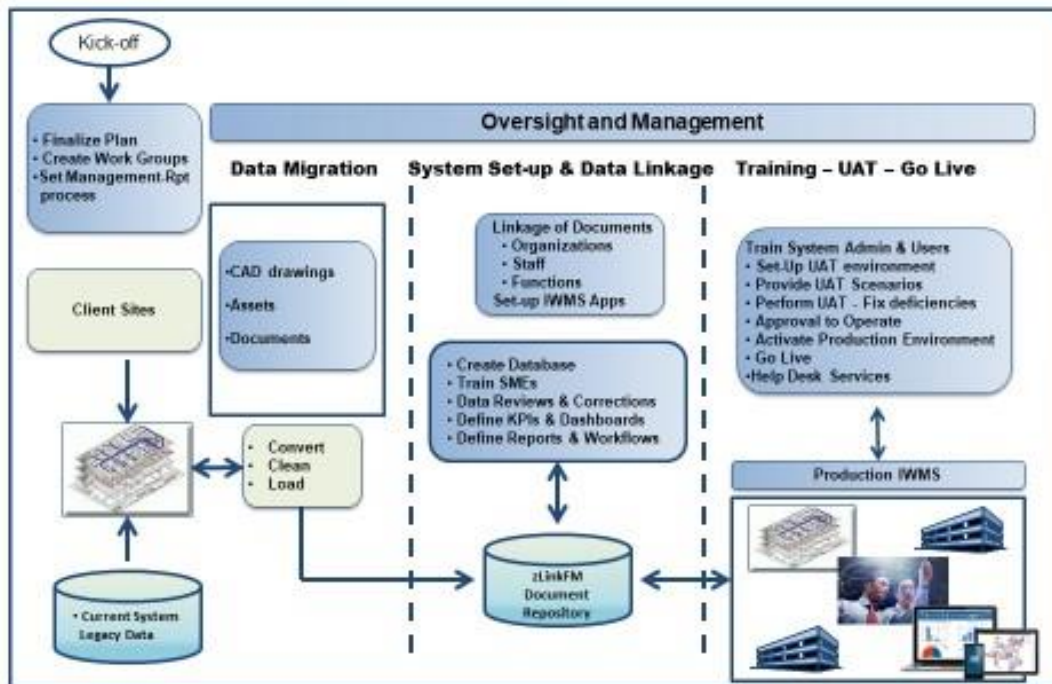
¹ Details of the features IIS 8.0 / 8.5 and ASP.NET 4.5 at <https://www.iis.net/overview>

3.0 Implementation Plan and Services

3.1 Our Implementation Process

Our implementation process is the cultivation of knowledge derived from hundreds of similar implementations for Corporations, Government Departments and Agencies, Medical Centers, Higher Education, and in private enterprises. The following chart provides a simple overview of our Implementation processes that reflect the work sequence for data migration, software installation, and testing. The specific protocols of these work steps are detailed below.

Implementation Overview



During our initial interaction with Clackamas County we will perform a fast fact finding assessment of the requirements and needs. We will focus not only on the data migration and collection process, CAD As-Builts / BIM Models, Documents Management, Asset Data Management, Tracking and Integration with Maintenance – zLink staff will explore with Clackamas County the potential for immediate implementation based on an out-of-the-box version as-is the current zLinkFM™ Modular solution. We will record any special Clackamas County requirements and plan to incorporate appropriate solution to address these Clackamas County requirements at a price and timeline mutually agreed.

Project Delivery – How to best support Project Management and track progress using the Project Management tools of zLinkFM™.

- Integrate progress tracking data back to Implementation Plans
- Create KPIs for Executive Reporting and Cost management
- Interfaces with other Clackamas County Corporate systems if required
- Tracking of issues and their resolution, sharing information with Clackamas County Program Manager and senior stakeholders.

- Establish on-going Project Status Review Meetings and manage risks.

In addition we will assess how to best enable reporting based on Key Performance Indicators (KPIs) that track life-cycle management, maintenance, use, operations and costs of Clackamas County's capital assets portfolio.

3.1.1 Kick-Off Meeting

Post Contract Award, zLink will organize a Kick-off meeting to address the overall plan.

- Implementation Plan that includes the detailed work tasks.
- Key Stakeholders, project contributors and their responsibilities.
- Detailed list of required data / files to be collected including drawings (CAD files), Asset Data, Leased Facilities data etc.
- Understanding of current systems, Use process and on-going projects.
- General reporting needs and Technical Services to be supported with the envisioned solution.

We will demonstrate zLinkFM™ key functions of an-out-of-the-box solution and how it will be implemented to create the envisioned BIAM that fully supports Clackamas County's requirements.

Feedback from Sponsor Executive, Stakeholders and Contracting Officer Representative will be noted and used to finalize Implementation Plan within seven days from kick-off meeting. Project Management and Tracking procedures will be set-up in accordance with Clackamas County's practices.

3.1.2 Program Management

- **Reporting and Communications**

zLink Project Manager will oversee zLink's effort and interface with Clackamas County's Sponsor Executive, Stakeholders and Contracting Officer Representative (COR). Our Project Manager will work closely with Clackamas County staff, establish processes for good communications, Risk Mitigation and on-time deliverables.

Our management processes track budgets and progress against schedule and cost baselines, and we evaluate risk factors on an ongoing basis. The Project Manager prepares and arranges formal monthly briefings to client (i.e., Clackamas County) Executive Sponsor, Stakeholders and COR. These briefings include Project Status Reports, explanation of any variances, current work tasks performance, task objectives for the reporting period, data migration progress and issues, emerging risks and mitigation actions, and any other issues to be addressed as required.

Good and timely communications are essential to ensure on-time work performance and quality of deliverables. It is our experience that interactive communications using teleconferencing (e.g., *GoToMeeting*) as the most efficient means for zLink and remote clients team members to meet and communicate. Because zLink is based in Maynard, MA many meetings and working sessions will be conducted online. We will support the scheduling of Working Group members, schedule of planned meetings, keep and publish Meeting Minutes, Deliverables and Status Reports.

- **Risk Management**

We use Risk Management and Mitigation process to ensure the early identification and mitigation of Risks. When Risks are identified, a designated person is assigned the responsibility to plan and address the Risk. In our experience we have found that most risks result from Task delays due to issues of timely coordination and participation of decision makers. zLink's PM will list those tasks that present the greatest potential of risk and must be proactively controlled by stakeholders and participants.

- **Quality Assurance**

The following internal procedures are used to ensure full compliance of process and deliverables specified in the SOW.

- **Data Migration and Importing Assessments:** An evaluation consisting of an examination of documentation and/or activities associated with the receipt of CAD Drawings and Data files. Assessments are performed to: a) catalogue what has been received, its quality and determine missing information; b) communicate with customer staff to take corrective actions; and c) assure compliance of received data to the Project SOW.
- **Deliverables Reviews:** An evaluation consisting of an examination of software documentation, test procedures and scripts to assure compliance to SOW and client specifications. The types of documentations to be evaluated include: Baseline Schedule, Interface Requirements Specifications (IRS), Readiness Review Reports, UAT Test Scenarios, Installation Guides and Support, Support (Post Installation).
- **Integration and Test phase:** zLink's engineering staff work closely with client staff to perform Integration Test and verify the results. All issues related to Software Problem/Change Reports will be documented, solutions assessed for completeness and applicability, progress monitored and tracked, and all related documents updated.

3.1.3 Data Migration and Software Installation

- **Data Migration** - It is a priority and the longest duration task to be initiated immediately after Project kick-off meeting. Our staff will coordinate with Clackamas County staff to create a "data import" inventory list of required data to be collected including CAD files, Assets Data, Leased Records, Facilities Location and Names and discuss potential interfaces.

It is important to collect the data as soon as possible and in parallel with software installation and testing of the proposed solution. Our staff will work with Clackamas County staff to set-up a secure FTP process to collect existing CAD files and data. Asset Data files will be collected and accuracy, location, status will be verified. The verification will be enabled by loading all CAD drawings into a temporary configuration of the system database and provide to Clackamas County staff interactive access to review (CAD drawings, and Asset data etc.) to correct / mitigate the deficiencies. Records will be updated as needed.

zLink will load the received CAD files and create As-Built drawings for verification based on existing source material that Clackamas County will provide. These drawings which will include Floor Plans Layers that are imported into the repository and shared with

Clackamas County staff to verify their accuracy using the zLinkFM™ functionality. During this process, when a drawing is imported it will be linked and provided with an Index Reference ID for quick retrieval with all the related data to be imported and updated in the repository for final reviews by Clackamas County staff.

The zLinkFM™ repository will be an enterprise-wide solution to access, manage, update and control these drawings and related files using the envisioned system and database management services to accomplish this task.

3.1.4 Build Property Database

All property data and files provided by Clackamas County such as Buildings by Development Site will be validated and prepared for import into the system. Lease Contracts will be stored and linked to Leased Facilities, and accordingly linked with the As-Built and Assets data to provide an integrated record. All the Buildings and Facilities CADs and files, will be available on the repository for periodic review by Clackamas County staff throughout the build process.

3.1.5 Define Reports and Dashboards

zLinkFM™ embedded Reporting capability and functionality allows users and executives to format their own reports and incorporate in their dashboards key performance data from any of the data sets stored in the zLinkFM™ repository. For example, a dashboard can be used to show the following:

- Total Drawings and documents related to specific or categories of assets.
- Total Leases, Expenses, Vacancy, etc.
- Maintenance Plans, Status and Operating Costs
- Income vs. Operating and Maintenance Costs by Development at a Building Level (Current and Historical).
- Regulatory Federal, State and City Reports

There are no limits to the data-sets that can be defined as a KPI and be used by management and executives for business analytics and performance tracking of Utilization, Maintenance and Related Services, Suppliers, Contractor Performance, and Financials.

3.1.6 Interface with Legacy Systems

It is our experience that life cycle management of Facilities and Capital Assets may require real-time data interchange with internal legacy systems such as Asset Inventory Management System, Maintenance, Personnel / HR, Finance and Accounting, and Active Directory for User Names. After the Kick-off meeting the zLink technical lead will work with Clackamas County staff to identify and discuss requirements for these interfaces to define specifications and ensure such interfaces are created and incorporated into the envisioned system.

3.2 Installation of COTS Pre-Production Environment

Within 30 days from Project Kick-off meeting, zLink will set-up a fully functional and integrated application and database environment configured from the selected zLinkFM™ COTS platform modules. The configured installed application/database platform will be a Cloud based SaaS implementation at zLink's hosting partner.

This early set-up will be used to populate the database with actual data and for team members to conduct periodic quality and completion reviews as the project progresses. zLink has its own ETL software designed to convert and load excel files into the zLinkFM™ database tables and perform file conversions and loads files formatted using the Comma Separated Values (CSV) format.

3.3 Building Project Profiles, Reports and Interfaces

This step will be performed over the duration of the implementation process. zLink staff and Clackamas County's Subject Matter Experts (SMEs) will define the specifications for required interfaces with other legacy systems supporting Facilities Maintenance Projects and Regulatory Reporting if needed. They will also identify / define Executive and Management KPIs and related reports.

At the end of these tasks, zLink software engineers will create and implement the required interfaces, test and ready the KPIs to produce required dashboards and reports, and ensure the integration of the envisioned system components.

3.4 Training

The Training will be scheduled once Security Assessment and Data Migration are completed.

Training Plan

As part of the system implementation, zLink provides training to all its customers. zLink offers a wide range of training options to serve all levels of trainees to help organizations fully use zLinkFM™ applications. Based on our experience in working with numerous customer organizations zLink has developed a detailed training program.

Training Methodology

zLink offers two types of training to zLinkFM™ users: (1) Administrators, and (2) Facility Users (includes data entry/data management, viewing/report creation, and maintenance providers/technicians). Training sessions are also designed to train the Trainers who can be leveraged to expand the training throughout the organization.

zLinkFM™ Administrator Training – System Administration

This will be an intensive two day training session conducted at the client's facility. An experienced zLink professional will conduct the training session. This session will cover all modules that zLink will be implementing as part of this project, like modifying database tables and fields; setting up users and security; creating reports, charts, graphs, and dashboards; personalizing the navigator; administering drawing publishing. The session will be interactive where the trainees will work on a live system and gain practical experience in executing various functions of the system. This course is designed for the zLinkFM™ Administrator and the system administrator, responsible for installing the software, maintaining system integrity, and personalizing the interface. An administrative user has all privileges including modifying the drawings and databases and customizing reports and therefore such topics will all be covered in detail.

zLinkFM™ Facility User Training - Fundamentals

Facility user training will cover all aspects of using all modules of the system. This will be a one day training session. Participants will learn about the basic components of zLinkFM™ databases, drawings, and reports. Participants will become competent in the zLinkFM™ CAFM system

domains: Space Management, Employee and Move Management, Property and Lease management, Maintenance and Work Order Management, Project Management and Asset Management This course is great for users who are new to zLinkFM™ or who would like to learn more about the available functionality beyond the scope of their current use. A facility user can access the system and make use of most features except changing data. The facility user training will be a one-day session and will be done at the client's facility. This session will be interactive where the trainees work on the live system.

On-Going Technical Support

In addition to on-site training, zLink will be providing technical support on an on-going basis. One of the key features of this service is problem analysis and resolution in which zLink support engineers provide corrective support to resolve identifiable and reproducible software product problems, and to help the client identify problems that are difficult to reproduce. zLink support engineers also provide advisory support for user installation. In addition, zLink support provides information on the latest product features and known problems and solutions.

Computer Skill Requirements

zLinkFM™ has an easy-to-use interface. The access to the system is through the popular web browser and therefore no special training or skill is required to become a proficient user of the system.

zLinkFM™ administrators may be required to customize the system such as adding new database elements and therefore some basic knowledge of database concepts is desirable. Data entry is straightforward through simple forms and no special skills are required.

Online Training Access

In addition to the User Guide CD there is an in context help on the system. Online demos are available as needed.

Training Curriculum

Key topics to be covered during the training session are as follows:

Facility User Training

- Open, View and mark-up on drawings
- Plot drawings
- Download drawings
- Save and email drawings
- Open and view data on each space
- Keyword search and advanced search
- Generate distribution maps
- Square footage calculations on selected spaces
- Generate square footage reports
- Export data and reports to other formats
- View asset data and generate reports
- Plot drawings with assets
- Search asset locations
- View attachments on assets

Administrator Training

In addition to all topics covered under the facility user training, the Administrator training will cover the following topics also:

- Upload and delete drawings
- Conduct integrity checks on drawings
- Manage drawing revisions
- Link data to drawings and edit
- Add new data elements
- Import data from external sources
- Create new asset classes symbols, and attributes
- Link assets to spaces
- Attach external documents to assets
- Link leases to CAD drawings
- Store lease abstracts or electronic versions of leases
- Generate email notification of important dates to leasing agent and tenant representative
- Store documents electronically – Amendments, Addendums, Renewals, and Cancellations
- Track information related to properties owned by other entities by appropriate owner name
- Correlate a map location (GIS) with data for real estate management
- Creating move projects for large move efforts
- Implement rule based allocation of space
- Establishing project lead for managing the move
- Create work orders for executing the move
- Maintain a history of previous moves

Training Strategy

zLink training demonstrates the power, ease and flexibility of the zLinkFM™ application as it applies to each client. It is beneficial to have all the stakeholders at the training. IT, Accounting, Interior designers, Construction, Electricians, Plumbers, HVAC techs would all be benefited by the different features available in the zLinkFM™ application.

Once training is completed designated users are provided with the appropriate Sign-in authority.

Future Users will be provided with online training as needed and always have access to support materials and help.

3.5 UAT

This will be part of the system installation and acceptance process.

- UAT set-up is a preproduction environment with all required data sets and functionality of the envisioned production system to ensure realistic training that will simulate actual production work processes and daily work tasks by the users.
- A standard test plan and QA Scenarios for data validation, creation and use during the installation and testing process.
- QA Scenarios will cover mandatory Requirements (with corresponding Use Cases supplied by Clackamas County) for all data records and functions per requirements.

UAT will proceed with zLink staff available to support Clackamas County staff during UAT to resolve any issues or missteps in testing. zLink staff will ensure all deficiencies are corrected and accepted by Clackamas County. A final Report of the UAT outcome will be produced recommending a “Go Live” decision by the authorized Clackamas County’s Project Executive.

3.6 “GO LIVE”

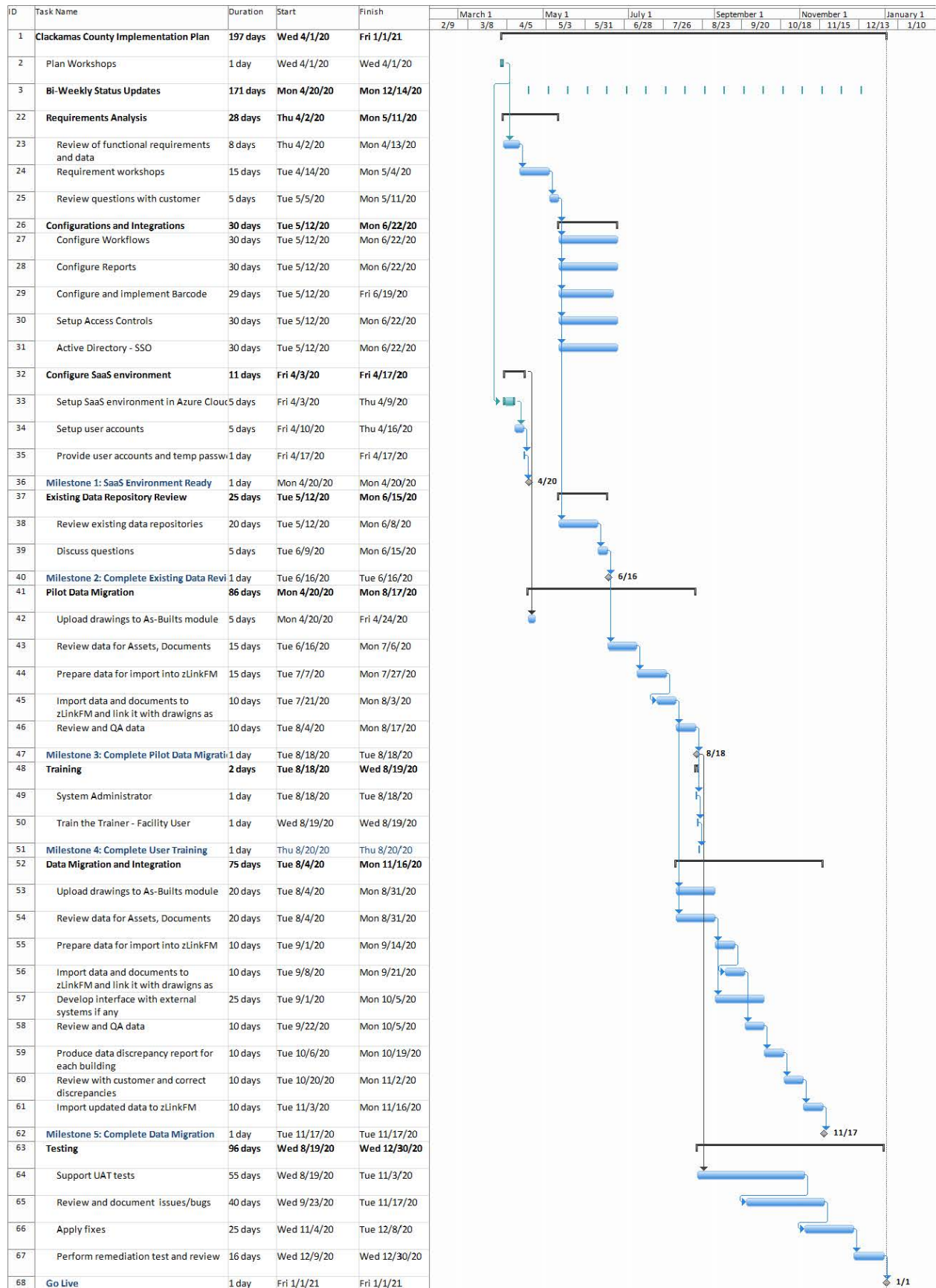
zLink’s Engineering and Deployment senior staff will review, tests and verify that:

- All system components are fully operational, including Back-up and Restore Procedures, and that Clackamas County's IT Technical Services are ready to assume operational responsibility for the system.
- Knowledge Transfer for Production Deployment and Integration to operations staff is completed and Clackamas County staff / users can perform the following steps:
 - a. Understand the deployment architecture and related User Guides and Operations documents provided
 - b. Demonstrate access and use of the installed system management functions
 - c. Walkthrough of implemented system configuration
 - d. Complete and submit final Project Status report

At the end of these steps, zLink's Program and Implementation Managers will review with Clackamas County's Program Executive Work Deliverables Status and conduct a wrap-up session to finalize Completion Report and next steps to GO LIVE.

3.7 *Timeline and Deliverables*

This following chart provides an overview of zLink Proposed timeline for the Program. Our experience, given the size of Clackamas County's needs, dictates a prudent approach to data migration and then integration of all the required zLinkFM™ modules into an open single and flexible System.



4.0 Maintenance and Warranty Services

4.1 Warranty Overview

zLink fully Warranties its software configurations implemented at Client or zLink managed and operated Computing and Network Facilities. If Clackamas County decides to implement the proposed solution on their own facilities, zLink's "Warranty" shall cover the software incorporated in the installed configuration of zLinkFM™ Modules for 24 months. zLink shall provide patches and fixes as required for the duration. Clackamas County must ensure that all Patches and Fixes are implemented to ensure new upgrades to new release will be implemented without transitional issues.

4.2 Support and Maintenance

If the County chooses an on-site Implementation of a synchronized back-up database, zLink shall provide Clackamas County IT and Data Center technical staff with the Application and Database Install Files and related "Install Instructions", and instruct Clackamas County IT staff as needed. Teleconferences for real-time interface communications are used to provide interactive support services to Clackamas County when these services are needed.

Clackamas County's IT and Datacenter staff will be responsible for these servers and network facilities data to be loaded into their own database system to be hosted in correctly configured hardware and network servers, and the data center has the appropriate monitoring and network capacity and security software to provide reliably uninterrupted store of data to be transmitted from the SaaS Application database.

Methods and Restrictions

- zLink does not provide any hardware or software other than the Application and Database Software, and provides warranty only for its own install zLinkFM™ system configuration.
- Client authorized Software Engineering and Technical staff may connect zLink Engineering Technical Support via a VPN to their installed database and system, and collaborate with zLink Engineers in resolving identified issues.

4.3 Technical Support Services

zLink will provide Help Desk and Support Services to Clackamas County in compliance with the final contract. zLink does not use or rely on 3rd party resources to provide Technical Support or any other service to its clients. We are unique in this regard as we make sure quality, responsiveness and accountability is assured.

Help-Desk Process:

- a) Help Desk Support Services are provided to clients between 9:00 AM EST to 5:00 PM EST. Special provision are arranged for clients with operations internationally and US Pacific Time Zones. However, Automated Call Forwarding is used for Off-hours coverage whereby the calls are sent to zLink's staff covering the off-hours Help Desk shift.
 - *Help Desk receives "Requests for Assistance" in two forms - email or a telephone call:*
 - **Email:** xxxx.support@zlinkcorp.com (xxxx = Client Project ID).

- **Phone:** Call 978-451-6621 (9am EST to 5pm EST.)
 - All "Requests" are registered and a "Ticket Number" is generated with Date/Time Stamp.
 - Tickets info emailed to caller.
- b) Help Desk attendant will address the issue interacting with the caller over the phone or over email whichever method is more appropriate.
- c) If expert assistance is required the Help Desk attendant will immediately escalate the call:
 - *Web and Database issues inquiries will be forwarded to Tech Group.*
- d) *zLink staff assigned to support Help Desk operations update / record "status and resolution" for zLink and client to close "Incident Request / Reported Issue".*
- e) All "Issues / Incidents" will be addressed on specific schedule depending on their severity:
 - Highest Priority - Severity Level 1- Response within 1 hour - Resolution within 12 hours
 - Medium Priority - Severity Level 2- Response within 2 hours - Resolution within 24 hours
 - Low Priority - Severity Level 3 - Response within 4 hours and Resolution within 48 hours
 - Functional and "not software related issues" – Severity Level 4 – Response within 24 hours and Resolution within 5 Business Days.

zLink will assign a senior staff member who would be experienced with Clackamas County installed zLinkFM™ configuration and functions, and had direct access to our Engineering group and Executives.

4.4 Annual Maintenance and Support

- **Software Updates:** zLink provides periodic software maintenance and technical support options with regard to the solution software. Any new functional enhancements to the software which affect/improve the functionality of the zLinkFM™ COTS based solutions are delivered as part of the internally hosted solution software maintenance. Client input regarding improvements and new functionality are welcomed and incorporated when feasible by zLink VP of Engineering in next Upgrade, Fix or new Release.

Changes to the software due to Government Regulation changes are provided as soon as we receive notice from Clients or become aware of the new Regulations from Government Agency.

- **Software Update Notification:** zLink will provide upgrade notices to the Client Contracting Officer or to its designated Software Engineering Representative when upgrades (functional enhancements to the software which affect/improve the functionality of purchased modules) are available.
- **Technical Support:** zLink provides technical and general user support response lines to address all Severity Level issues 24x7. Client System Administrators may call or email a request to our Support and discuss the "issue" with a technical support staff, and if the

issue cannot be resolved immediately the Technical Manager is notified and expedites the required support.

4.5 Contract Transition

At the end-of-contract, zLink copies all client data in the format stored and delivers the data to the client when such transfer is requested by the client. This activity is only required for SaaS implementations.

For SaaS installed systems, zLink staff coordinates the delivery - transfer of client data with Client staff and provides 30 days grace period before access to the system by client staff is terminated.

4.6 Location of Service Resources

zLink supports its clients from its US Head Quarters in Maynard, MA. The Engineering staff at Maynard work closely with our Software Engineering and CAD Groups to provide all services as needed.

This approach has served zLink as well as Government and major International client organizations. The Help Desk operations are also available 24 hours a day.

4.7 In-House Training for Technical Support and Skills Required

zLink provides comprehensive training for client End User and Systems Administrators staff.

It is expected that Clackamas County like all our other clients who have installed and operate the system within their computing and network facilities have the expert technical and IT staff to provide the needed services. Enterprises that design, implement, support and operate on their own their applications have the skills to install, operate and provide first line of support and Issue Determination for zLinkFM™ on their own.

Our Engineers and Technical Support staff will be available to support at any time to address an issue that is directly related to the zLinkFM™ installed solution operation and functions.

6.0 Cost Model

The zLink pricing structure is summarized below. The zLinkFM™ platform is available as Software-as-a-Service (SaaS) and as an Onsite option. zLink recommends the SaaS as the most efficient and cost effective option.

SaaS Internet Hosted Implementation

The SaaS option has been implemented by about 80% of the zLinkFM™ platform client base, including large Corporate and Government clients, such as the Parsons Brinckerhoff , Siemens USA, US Government Accountability Office (GAO), and the Veterans Administration (VA). The major advantages of the SaaS option include:

- Simplified pricing based on number of users
- Automatic access to new software releases at no additional cost
- *Elimination of expensive infrastructure support costs*
- Automatic scaling of processor and storage to meet expanding requirements

This option eliminates a major cost component not required to be identified in the price proposal – on-site IT support for managing and maintaining applications and IT infrastructure.

Prices are quoted per user per month based on selected modules integrated into the overall solution. Licensed Read/Write users can have access to the full functional capability of each proposed module.

Unit costs are provided for various services offered by zLink. All services are available organically without third-party participation. This allows extreme flexibility in addressing Clackamas County requirements and delivering a working solution without external risk factors.

Fixed price costs for these specific services will be provided when the scope and requirement has been clearly defined, and the quality of the source material is established.

6.1 Software License

The SaaS license is for 65 named users and 500 limited access Requestor Users. However, zLinkFM™ platform supports three license user types 1) Administrative User – capable of managing, editing, and changing data configurations and user accounts; and 2) General User – for read/write access for daily operations; and 3) Limited Access users. Clackamas County can choose to designate the named users as required.

The following zLinkFM™ modules are included based on the stated requirements and the functional capability of the zLinkFM™ platform modules.

- As-Built Floor Plans (CAD) & 3D/BIM
- Asset Management
- Condition Assessment
- Documents Management
- Inventory Management
- Maintenance
- Mobile Platform
- Project Management
- Scheduling
- Space Management
- Sustainability
- Web Services
- Work Order
- System Administration
- Executive Summary Reporting (KPIs)

Any additional modules would be priced as required during subsequent phases of the proposed implementation.

Each user will have access privileges as described in the requirements. In addition, the software license cost includes all hardware infrastructure required to store, manage, and disseminate Clackamas County stored documents, drawings, data, and reports using the client web interface.

While all licensed staff users will have the ability to access the system, the Read only users may be limited to a defined number of simultaneous users.

6.2 Customization

The customization effort includes activities that establish the inclusion of all configuration elements and additional data requirements identified during the requirements analysis to insure a complete environment on the zLinkFM™ platform. Specifically this may include:

- Establishing new configurable items
- Adding additional data fields
- Defining specific standard reports; and
- Calibrating data migration utilities

This effort is limited to data and functional capability that is specific to a client. Functional enhancements that are included in the normal zLinkFM™ release are not charged to clients. At this time there is no proposed customization effort.

6.3 Drawings Creation and Upload

This task will review all existing floor plans and load them into the zLinkFM™ platform repository. The drawings will be checked for correctness using the various utilities that are designed to support this effort. They will be accessible through the As-Built module for review as the data load process is initiated.

Where there are no existing or incomplete drawings, CAD drawings would need to be created. Clackamas County will be responsible to create these drawings and costs related to the creation of missing drawings are not included in this proposal.

6.4 Space Polylines

zLink does not propose and has not priced any tasks to perform Polylining on Clackamas County CAD files at this time.

Net Polylines measure the space enclosed by the wall facing boundaries and support applications related to the usable space of the specific area – such as maintenance, furniture placement, and utilization. The BOMA standard polylines allocate the entire space of the building to some area. These are used to manage cost charge-backs, lease management and other applications related to financial allocation of space.

6.5 Data Migration and Linking

This task will retrieve all data and populate the zLinkFM™ platform SQL database. At the completion of this task, all CAD and Document files will be available to Clackamas County authorized users through the zLinkFM™ user interface functions.

6.6 Testing, Installation and Configuration

The implementation process includes activities that establish the Clackamas County environment on the zLinkFM™ platform. Specifically this includes:

- Establishing Clackamas County user accounts
- Testing the User Interface
- Configuring the Clackamas County environment;
- Providing access to System Administration users

While all user accounts are implemented, Clackamas County may choose to defer access until all space and department data has been populated and linked to the appropriate drawings.

6.7 Training

The training is scheduled for two different user groups:

1. Administrator – training is designed for all users who have administrative access to the zLinkFM™ environment. The named users have full access to the entire functional capability of each module.
2. General User – is designed for all users who have read/write and read-only access to the functional capability of each module.

Training is designed for all users able to access information from the zLinkFM™ environment and can be conducted over the web if required.

On-going additional training can be provided as a part of the on-site support activity or through web-based training sessions.

6.8 Additional Services

In addition to hosting the software, zLink can organically provide all services to ensure the complete implementation of the proposed BIAM system. These may include:

1. Development of CAD drawings
2. Facility field surveys to collect accurate data
3. Polylining of CAD drawings
4. Linking drawings and data

All additional services are proposed on a fixed price basis based on confirmed requirements and quality and quantity of source

Assumption:

- Named Users – 65; Requestor Users - 500
- Asset location information to be provided by CC
- Lease information provided by CC
- Migration data to be provided by CC
- Number of Sites – 155
- Mobile devices to be provided by CC
- Implementation effort is 6 months
- Facilities Area: 1,309,462 sq. ft.

*Note – with the revised quote zLink will be providing two apps

- Scheduling App
- Task Request App

Clackamas County - Building Information and Asset Management System (BIAM)								
Cost Summary - Implementation & Support								
			BASE YEAR 1	OPTION YEAR 2	OPTION YEAR 3	OPTION YEAR 4	OPTION YEAR 5	
SOFTWARE LICENSE			\$ 63,240.00	\$ 66,402.00	\$ 69,722.10	\$ 73,208.21	\$ 76,868.62	
SOFTWARE IMPLEMENTATION			\$ 92,405.20					
SOFTWARE MAINTENANCE				\$ 12,648.00	\$ 13,280.40	\$ 13,944.42	\$ 14,641.64	
SOFTWARE SUPPORT				\$ 21,147.00	\$ 22,204.35	\$ 23,536.61	\$ 24,948.81	
Total			\$155,645.20	\$100,197.00	\$105,206.85	\$110,689.24	\$116,459.07	\$588,197.36

3 Yr	2 Yr	Total
\$361,049.05	\$227,148.31	\$588,197.36

Cost/site/month (5yr AvG): \$63.25

Additional General Users (Discount 25 %): \$49.00/user/month (minimum group 5)

Additional Requestors: \$2.00/user/month (minimum group 50)

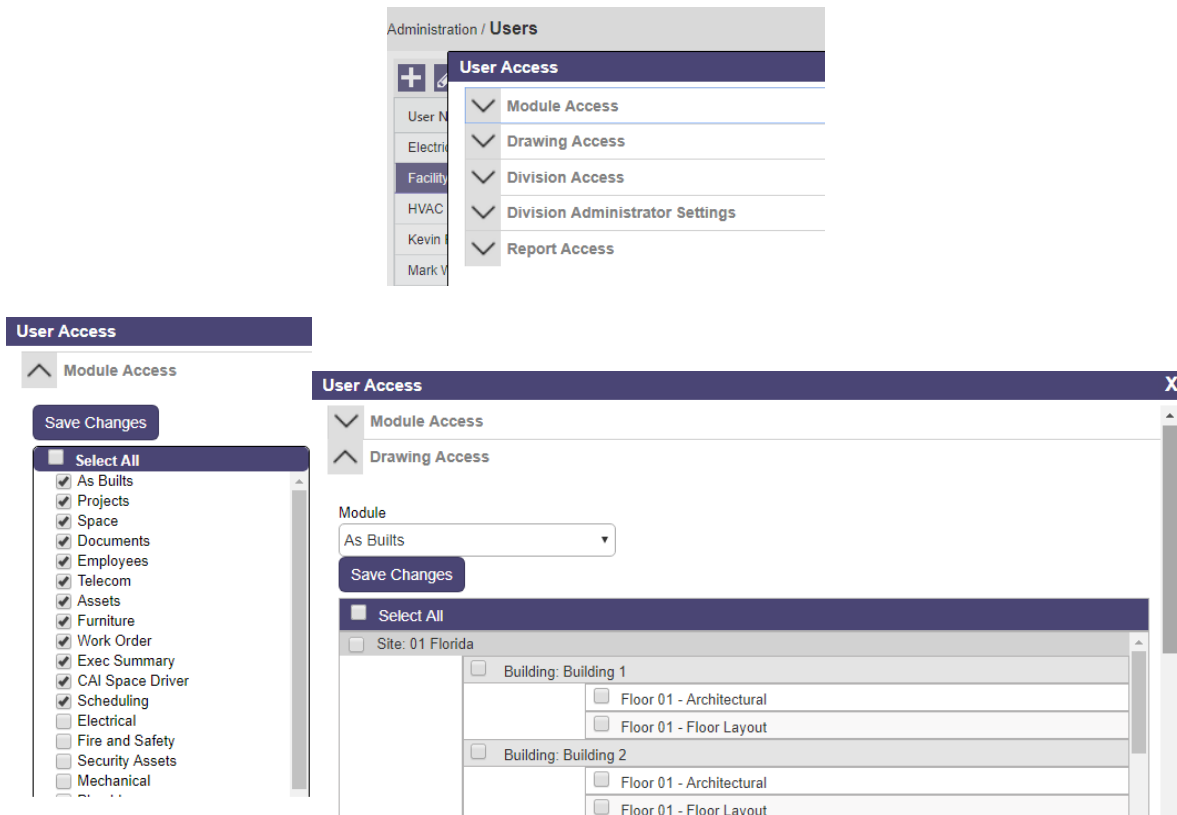
**Clackamas County, OR - Building Information
and Asset Management System (BIAM) - Cost Detail**

Item	Description	SaaS Monthly Fee 65 Users	Totals
1.0	Software Licenses		
	zLinkFM Module Configuration		
	System Administrator	\$ 375.00	
	As-Builts	\$ 425.00	
	Assets	\$ 355.00	
	Condition Assessment	\$ 350.00	
	Documents	\$ 330.00	
	Executive Summary	\$ 170.00	
	Inventory	\$ 218.00	
	Maintenance	\$ 350.00	
	Mobile	\$ 218.00	
	Projects	\$ 218.00	
	Scheduling	\$ 350.00	
	Space	\$ 218.00	
	Sustainability	\$ 218.00	
	Web Services	\$ 125.00	
	Work Order	\$ 350.00	
	Requestors (500 @ \$2.00/month)	<u>\$ 1,000.00</u>	
	Total Base	\$ 5,270.00	\$ 63,240.00

2.0	Implementation Planning and Support				
	Project Manager	80	105.74	\$ 8,459.20	
	Business Process Engineer	80	\$ 87.90	<u>\$ 7,032.00</u>	
	Total			\$ 15,491.20	\$ 15,491.20
3.0	Requirements Definition				
	Information Systems Engineer	80	\$ 82.24	\$ 6,579.20	
	Sr. Systems Analyst	80	\$ 70.49	<u>\$ 5,639.20</u>	
	Total			\$ 12,218.40	\$ 12,218.40
4.0	Functional Development				
	Information Systems Engineer	120	\$ 82.24	\$ 9,868.80	
	Sr. Systems Analyst	120	\$ 70.49	<u>\$ 8,458.80</u>	
	Total			\$ 18,327.60	\$ 18,327.60
5.0	Data Migration				
	Sr. Database Architect	120	\$ 85.46	\$ 10,255.20	
	Sr. Systems Analyst	120	\$ 70.49	<u>\$ 8,458.80</u>	
	Total			\$ 18,714.00	\$ 18,714.00
6.0	Drawings and Data Linkage				
	CAD Manager	80	\$ 64.62	\$ 5,169.60	
	Sr. CAD Specialist	120	\$ 52.37	<u>\$ 6,284.40</u>	
	Total			\$ 11,454.00	\$ 11,454.00
7.0	Training				
	System Administrator	1	3000	\$ 3,000.00	
	Module Users	2	3000	<u>\$ 6,000.00</u>	
	Total			\$ 9,000.00	\$ 9,000.00
8.0	Travel				
	4 Trips @ 1800	4	1800	<u>\$ 7,200.00</u>	
	Total			\$ 7,200.00	\$ 7,200.00
	Total Base Year Implementation				\$ 92,405.20
9.0	Software Support				
	Systems Analyst	300	\$ 70.49	<u>\$ 21,147.00</u>	
	Total			\$ 21,147.00	\$ 21,147.00

APPENDIX D: Software Components Overview - Screenshots

- **System Administration** - provides super-user privileges to the System Administrator, a designated client user, for their zLinkFM™ environment. System Administrator provides zLinkFM™ end-users with Log-in IDs and Passwords, adds, deletes, updates end-user information, sets Account Expiration dates for end-users, enforces access policies and oversees data security. The Systems Administrator has the options to configure Users, Sites, Buildings and Floors, and tools for managing the user's access and facility information. The following is a sample "drop down" selection UI form that the Systems Administrator will use to establish end-user Privileges to Access data and interact with the system.



The Systems Administration component allows managing enterprise-wide access through designated points of responsibility. The system enables control structures and user hierarchies for managing access to data and establishing privileges for editing data at different organizational levels. Examples include a Project Manager, who can act as the single point of control for updated drawing in the baseline database. Specific user access can be controlled at various organizational, functional, drawing or data level. In addition, the system can maintain a log of all project related transactions to provide a project history.

zLinkFM™ V10.0.2 Mark Williams ABC Inc.

Administration / Users Settings Reports Logbook

Administration Customers Users Portfolio List Workflow

User Name	Login Name ↑	User Role	Status	User Access Level	Account Exp
Demo Admin	admin005	Administrator	Active	Organization	31 Mar 2020
John Paul	demouser1	Module Administrator	Active	Organization	30 Oct 2019
User11 Demo	demouser11	zLink User	Active	Organization	30 Oct 2019
Vishnu VS	demouser12	zLink User	Active	Organization	30 Oct 2019
Roger smith	demouser2	Administrator	Active	Organization	30 Oct 2019
John Smith	johns	Administrator	Active	Organization	17 Dec 2019
Org Short	orgshort	Administrator	Expired	Organization	31 Jan 2014
Pretty Admin	ppadmin	Administrator	Active	Organization	04 Jan 2020
Mark Williams	pretty	zLink Administrator	Active	Organization	01 Dec 2019
Smith John	smith	Administrator	Active	Organization	27 Dec 2019
zLink Test	zlinktest	Administrator	Active	Organization	25 Jun 2020

- **As-Builts** - it creates and maintains the core repository of As-Built drawings and it is required in all zLinkFM™ implementations as it is used to create and maintain a Space-centric database. While no CAD software is required to view and work with the drawings in zLinkFM™, the As-Builts database drawings are accurate CAD drawings and are referenced by all software components to provide a space-centric view of all facility information and be shared by all to support broad set of business functions. Polylines of space depicted in drawings enables Space designations to business functions and organizations, and provides the framework for operational and maintenance planning, lease costs charge backs and financial reporting.

The As-Builts provides an easy web browser access to authorized users to perform:

- Mark-up As-Builts and create their own archives
- Share As-Builts with colleagues, publish for contracting, use for site inspections or locate assets and employee
- Control revisions of As-Builts
- View As-Builts online using mobile technology (tablets and Smartphones)
- Key word based retrieval of data for custom reports or extracts for “business analytics”



- **Asset Management** - enables the capture (definition) and maintenance of records of the assets incorporated into the zLinkFM™ repository and the Life Cycle tracking of these assets (acquisition, utilization, location, costs, charge back for cost recovery).

An Asset (Movable or Fixed) can be any item that has value and is depreciated, whose acquisition and maintenance cost is recorded; for example in Hospitals significant assets include Infrastructure Assets (e.g., Boilers, Compressors, etc.), MRI, Lab Equipment, Beds and Furniture, and many more items. The costs related to the use, depreciation, maintenance and disposition are recorded and incorporated in financial systems.

Asset Management capability supports:

- Fixed and moveable assets including IT equipment
- All assets located on floor plans
- Repositioning using drag-and-drop or move projects
- Tightly couples data related to acquisition date, costs and depreciation
- Integration with financial and preventive maintenance functions
- Life cycle tracking from acquisition to disposition

Asset Management is also enabled by zLinkFM™ embedded technology that incorporates creation and use of Bar-coded labels to retrieve information about date of installation, manufacturer, SKU codes and data required for tracking and identification of origin. zLinkFM™ also integrates write-read tools to create and read bar-codes. All Assets data that have bar-codes can be automatically imported and thereafter used to track the Assets Life cycle critical event dates and costs from acquisition, use, maintenance, inspections and disposal. The information can be automatically accessible / forwarded to the corporate systems such Inventory, Accounting / Finance, Oracle EPS or SAP.

zLinkFM™ V10.0.1 Jhones, Sara AHS

Assets / Drawings Settings Reports Logbook

Floor Drawings View Drawing

01 Memphis / 01 Headquarters / Floor 01

Module Switch Drawing List

zLinkFM

Space Details

No. of Spaces selected = 42
Gross Area = 11110.22 (Sq. Ft.)

Asset Details

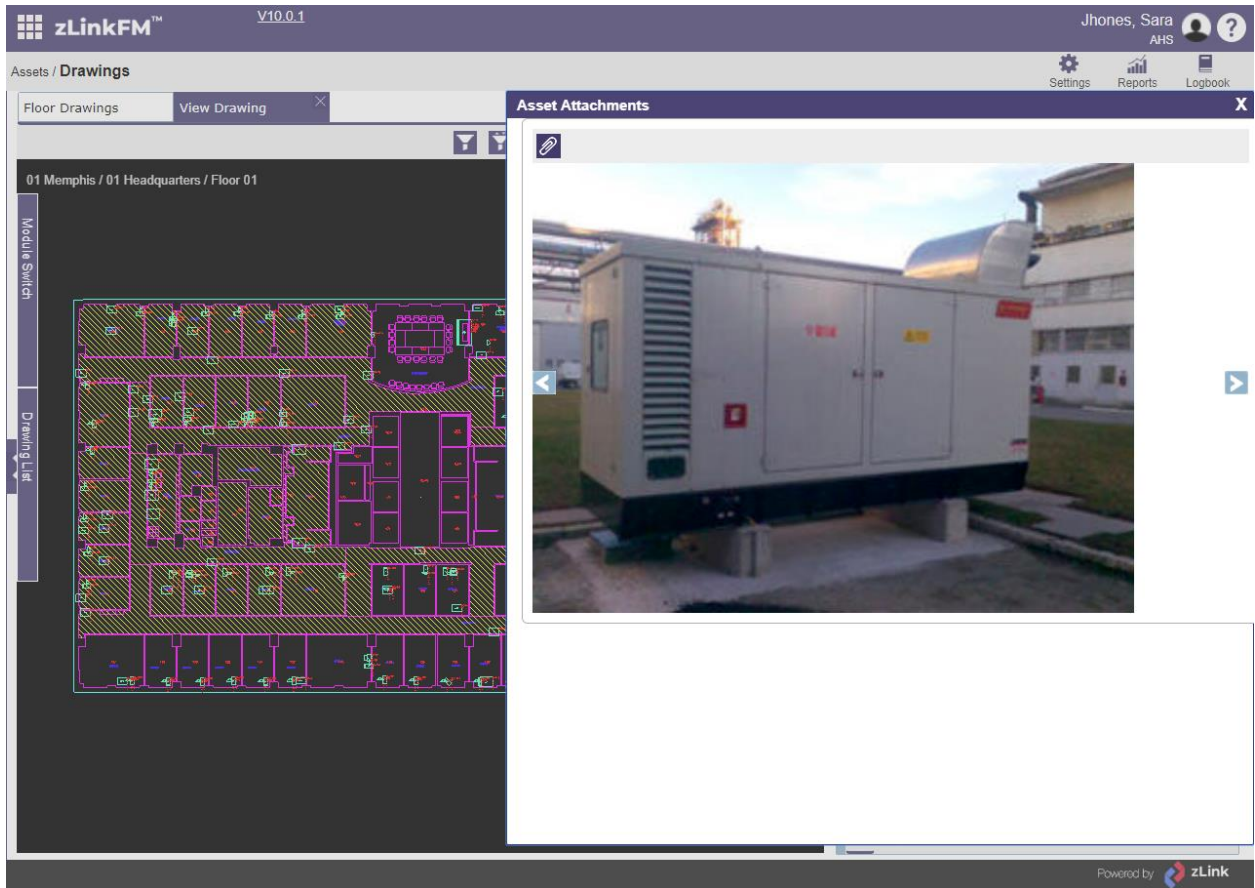
No. of Assets = 105
Computer Monitor Total Count = 28
Desktop Printer Total Count = 4
Exhaust and Induction Fans Total Count = 2
Multi Function Copier Total Count = 5
Personal Computer Total Count = 29

OK Add Legend

Asset No.	Asset Class	Status
M-342	Computer Monitor	Assigned
PC-304	Personal Computer	Assigned
PCM-1	Multi Function Copier	Assigned
M-341	Computer Monitor	Assigned
PC-303	Personal Computer	Assigned
M-339	Computer Monitor	Assigned
PC-301	Personal Computer	Assigned
DP-95	Desktop Printer	Assigned
M-330	Computer Monitor	Assigned
PC-350	Personal Computer	Assigned
M-410	Computer Monitor	Assigned
PC-300	Personal Computer	Assigned
PFI-38	PFI	Assigned
PC-299	Personal Computer	Assigned
M-544	Computer Monitor	Assigned
PCM-7	Multi Function Copier	Assigned
PFI-37	PFI	Assigned
M-340	Computer Monitor	Assigned
PC-302	Personal Computer	Assigned
PFI-19	PFI	Assigned
PFI-20	PFI	Assigned
PFI-22	PFI	Assigned

Operational Warehouse

Powered by zLink



- **CAI (Capital Assets Inventory)** - enables Medical Centers to track utilization of Capital Assets (Space) by Function / Organization and allocate costs to support Compliance Reporting to Government. It generates reports related to assignment of rooms for specific functions using Medical Center unique designations of space to functions and departments of the Medical Center (required at VA Medical Centers).
- **Capital Budgeting** – Streamlines capital budgeting and improves allocation. Capture, analyze, and approve capital requests for better budget visibility.
- **Documents Management** – it improves Engineering and Maintenance / Facilities staff productivity as it eliminates the need to search for the appropriate As-Built CAD or BIM Models for information about the Design, Space, Infrastructure Asset and FLS components and related information. In addition the Documents Management mitigates risk for loss of critical CAD and facility maintenance and project related documents in the event of fires, floods or other disasters; it provides a highly simplified and productive automated access to needed information about the design and construction of the facilities. Easy to use functional tools enable users to store, retrieve, distribute and share electronic documents and drawings in a broad set of file formats across the Facilities Portfolio and business functions (e.g., Engineering, Contracting, Accounting, Services, Maintenance, etc.).

Technical Specifications, Maintenance Procedures, Manufacturer Warranties, Digital Pictures and Videos showing Condition of Facilities, CAD files and related Capital Assets and

Maintenance Projects files can be stored and retrieved to ensure accurate information and records are maintained and retrievable on-line when they are needed eliminating the risk of lost or misplaced documents.

- **Employee Move Management** – is used to assign and track employee assignments to office space, support security control for access to facilities and restricted areas, and enables Space Planners to optimize space utilization by employee Classification and Grade (e.g., Clerical and Administration, Professional, Manager, Executive etc.) across organizations by linking employee data and assignments to specific offices, sites, rooms and areas. It supports Occupancy Standards, Density and Capacity planning.

The functions facilitate users to plan individual, group or department moves, create Work Orders for moves or other services that an organization requires, collaborate and coordinate work for authorized employee(s) moves and track and report status. Enables organizations to minimize unproductive downtime and maximize employee satisfaction while optimizing Space utilization; it facilitates the work by providing end users the following system functionality:

- Group or individual moves using visual drag and drop of selected employee from one location to another (Employee locations are reflected in the drawings at their assigned Space – office, cubicle, lab, etc.)
- Define and create Employee or Departmental Move projects
- Manage employee move across the enterprise
- Visual allocation of available space
- Tracking and Management of Move Projects
- Rule based space allocation to each employee
- Space utilization reports
- Employee ID and Security Classification

Employee locator search capability quickly shows location on floor plans. Additional data is available by moving the cursor over employee icons and perform functions related to employee tracking and recorded presence. This provides for functional incorporation of Security Controls including Restricted Access to Designated Spaces, record of Entry and Exit, ID Tug Sensing Recognition etc.

zLinkFM™ V10.0.1 Jhones, Sara AHS

Employees / Drawings Settings Reports Logbook

Floor Drawings View Drawing

01 Memphis / 01 Headquarters / Floor 01

Module Switch Drawing List Employees

1319 1001 1004 1034 1035 1036 1051 1057 1061 1064 1068 1071 1075 1076 1149 1165 1166 1168 1188 1193 1206 1263 1270

Assigned Unassigned Scheduled ...

Edit Employee

Employee Code * 1319

First Name * Gail

Middle Name

Last Name * Haeffner

Photo

Off-2.jpg

Browse

Email haeffner@gmail.com

Grade Grade - A

Title Payroll Assistant

Supervisor Agdinaocay, Rodell

Site 01 Memphis

Gender

Save Changes

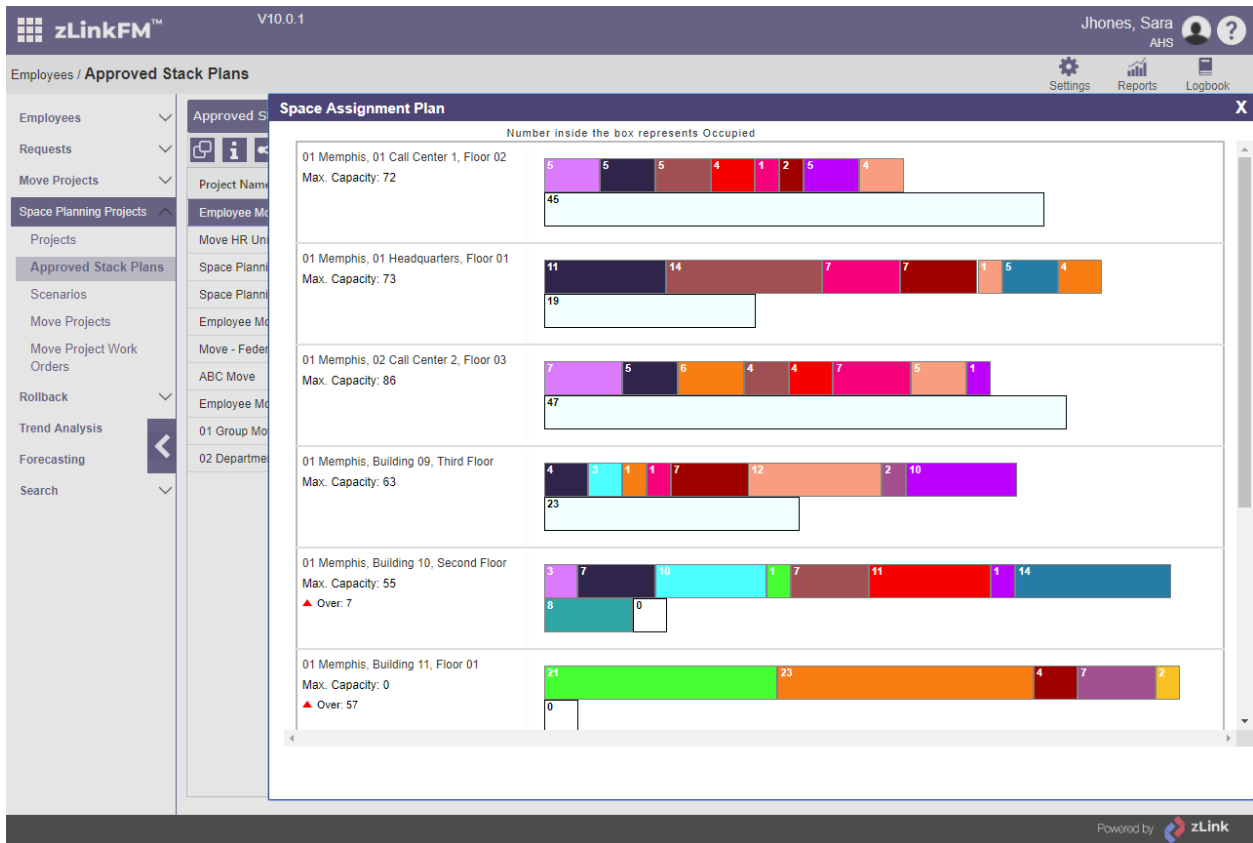
Powered by zLink

Extracting and Sorting Employee Office Assignments Data

The screenshot displays the zLinkFM web application interface. At the top, the browser address bar shows the URL: https://demo.zlinkfm.com/zLinkFMV10/employees-employeemovedetails-report. The application header includes the zLinkFM logo, version V10.0.2, and user information for Mark Williams, San Diego. The main navigation bar shows 'Reports / Employees / Employee Move Details'. Below this, there are controls for 'Select Criteria' and 'Report', a 'Sort By' dropdown menu, and buttons for 'Customize' and 'Schedule this report'. The main content area features a table titled 'Employee Move Details' with the following data:

SL.No.	Request Token	Employee Name	Employee Code	From Room No.	To Site	To Building	To Floor
Move Status: Approved From Site: 01 San Diego From Building: 01-Administration Center From Floor: Floor 01							
1	REQ 11	Gail Haefner	1319	155	01 San Diego	03-5530 Overland Ave	Floor 01
Move Status: Approved From Site: 01 San Diego From Building: 06-5580 Overland Ave From Floor: Ground Floor							
1	REQ 9	Karen Hill Collins	85340	G12	01 San Diego	04-5570 Overland Ave	Floor 01
Move Status: Moved From Site: 01 San Diego From Building: 01-Administration Center From Floor: Floor 01							
1		Diana Simone	1001	140	01 San Diego	01-Administration Center	Floor 01
2		Bruce Kramer	1071	127	01 San Diego	02-County of San Diego	Floor 01
3		Lisa Baker Mitchell	85277	107	01 San Diego	01-Administration Center	Floor 01
4		Kevin Paul Jeff	EL 0091	103	01 San Diego	01-Administration Center	Floor 01
5		Sandra Kinion	1004	160	01 San Diego	01-Administration Center	Floor 01
6		Sandra Kinion	1004	152	01 San Diego	01-Administration Center	Floor 01
7		Gail Haefner	1319	155	01 San Diego	01-Administration Center	Floor 01

The bottom of the screenshot shows the Windows taskbar with the search bar, taskbar icons, and system tray showing the time as 9:49 AM on 7/11/2019. The application is powered by zLink.



The system facilitates Space Planners internal Requests for Approval for moves subject to appropriate authority of the Initiator (the person requesting the move) to fund the move. The process from Approval-to-Completion of a move is tracked and managed based on automated workflow process supporting the defined Move Project and related Work Orders to participating departments.

The large moves where several employees will be reassigned work office space or when organizational relocations are planned, corporate Space Planners can use the stack methodology depicted above. Once a decision and authority is given for the move, a workflow based project is generated with corresponding Work Orders to initiate the project, notify employees, internal facilities to perform the physical moves of assets and employee items, enable visibility to the move to HR, IT, Security and management. This automated workflow enabled process incorporates controls and alerts to ensure on time collaborative execution, and automatically updates all space assignments.

Space Planners can select the employees to be moved from the drop-down list provided with the floor plan. For a single employee the Space Planner can click on the employee selected (displayed as a symbol in the current office) and move the cursor to the new office. The employee record is automatically updated.

- **Facility Condition Assessment** – enables the user to record, store and maintain information about the Condition of a Facility / Building and its Assets and provides the necessary options to facilitate their assessment for Capital funding related to deficiencies remediation, construction, and long term maintenance requirements. The Assessment is entered for each facility based on Unicode standard formats. The assigned Architects and Engineers capture

the Condition of the Facility and its Assets in real-time using tablets interacting with the system. Each deficiency is recorded, detailed notices are entered and pictures / sketches can be attached to highlight “conditions” and other observations of the inspectors. The system then calculates the remediation or replacement cost based on the year of installation and escalation factor. A facility Condition Index is calculated based on the replacement and total repair cost.

Replacement / Repair decisions are made external to the system and linked / attached to the Facility Condition Assessment Report for Capital Planning and for approval of new Construction and Maintenance Projects. The Condition Assessment data can be interrogated to determine the best allocation / fit of funds to identified projects.

- **Fire Life Safety** - supports the creation of Fire and Life Safety drawings and compliance reports. A required component for Public facilities that ensures compliance to public safety regulations. Information can be interfaced with First Responders and Emergencies procedures incorporated. The information is required to support Inspections and track changes to FLS equipment and inspection status / sign-offs.

The FLS Inspections are performed by trained inspectors who connect directly to the FA Panels using Tablets or Smart Phones and perform the inspections in real-time and generate all Joint Commission Regulatory Reports automatically. Reports can be emailed to the responsible Facilities Staff and stored for subsequent reviews to remediate any issues reported and track overall adequacy of the FLS System per Regulations.

The screenshot displays the zLinkFM V10.0.1 interface. The main window shows a floor drawing titled "01 Boston / 01 Headquarters / Floor 01". The drawing includes a "Middle Switch" and a "Drawing Lift" area. A yellow callout box provides details for a selected component: Space Key: 106, Room No.: 1E2, Space Category: 03 - Floor Common, Space Function: Electrical, Gross Area: 31.5, Cost Category: [blank], Space Standard: [blank], Seating Capacity: [blank], Division: [blank], Attachments: 1, and Pendant Sprinkler: 1.

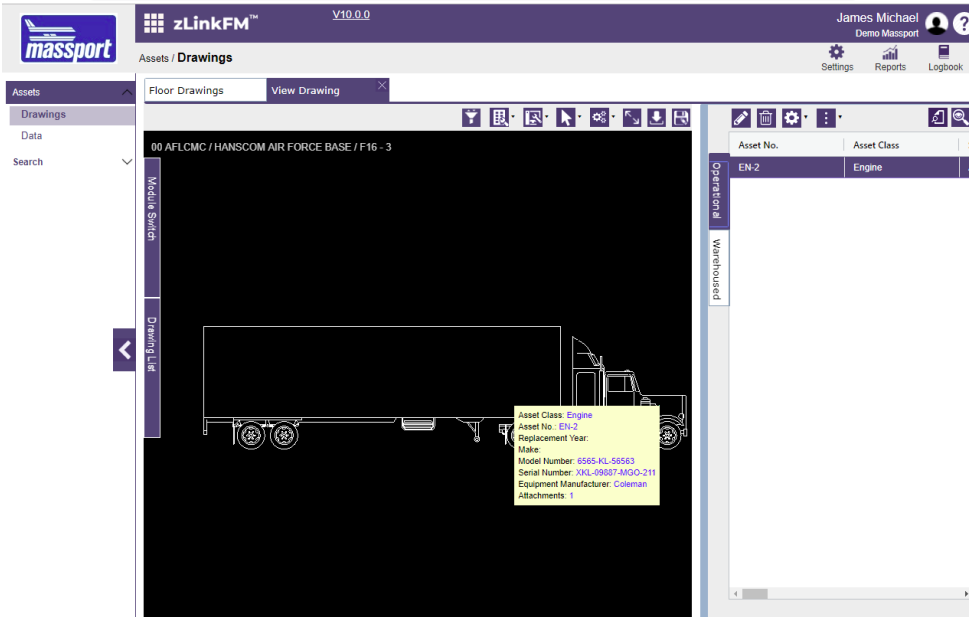
On the right side, a table lists the status of various fire alarm components:

Component No.	Component Type	Status
FAPS-10	Fire Alarm Pull Station	Assigne
FAPS-10	Fire Alarm Pull Station	Assigne
FAPS-10	Fire Alarm Pull Station	Assigne
FAPS-10	Fire Alarm Pull Station	Assigne
FAPS-10	Fire Alarm Pull Station	Assigne
FAPS-10	Fire Alarm Pull Station	Assigne
FAPS-10	Fire Alarm Pull Station	Assigne
FAPS-10	Fire Alarm Pull Station	Assigne
FAS-1	Fire Alarm Speaker	Assigne
FAS-2	Fire Alarm Speaker	Assigne
FAS-3	Fire Alarm Speaker	Assigne
FAS-4	Fire Alarm Speaker	Assigne
FAS-5	Fire Alarm Speaker	Assigne
FAS-6	Fire Alarm Speaker	Assigne
FAS-7	Fire Alarm Speaker	Assigne
FAS-8	Fire Alarm Speaker	Assigne
FAS-9	Fire Alarm Speaker	Assigne
FAS-10	Fire Alarm Speaker	Assigne
FAS-11	Fire Alarm Speaker	Assigne
FAS-12	Fire Alarm Speaker	Assigne
FAS-13	Fire Alarm Speaker	Assigne
FAS-14	Fire Alarm Speaker	Assigne

The interface also includes a user profile for "Jhones, Sara GE" and navigation options for Settings, Reports, and Logbook.

- **Fleet Management** - Identifies, manages, and maintains all mobile assets used in the construction and maintenance of managed transportation infrastructure. These include motorized and non-motorized equipment, water, and air based assets. Each of these can be managed using an asset specific physical breakdown structure that can be used to detail cost and labor inputs.

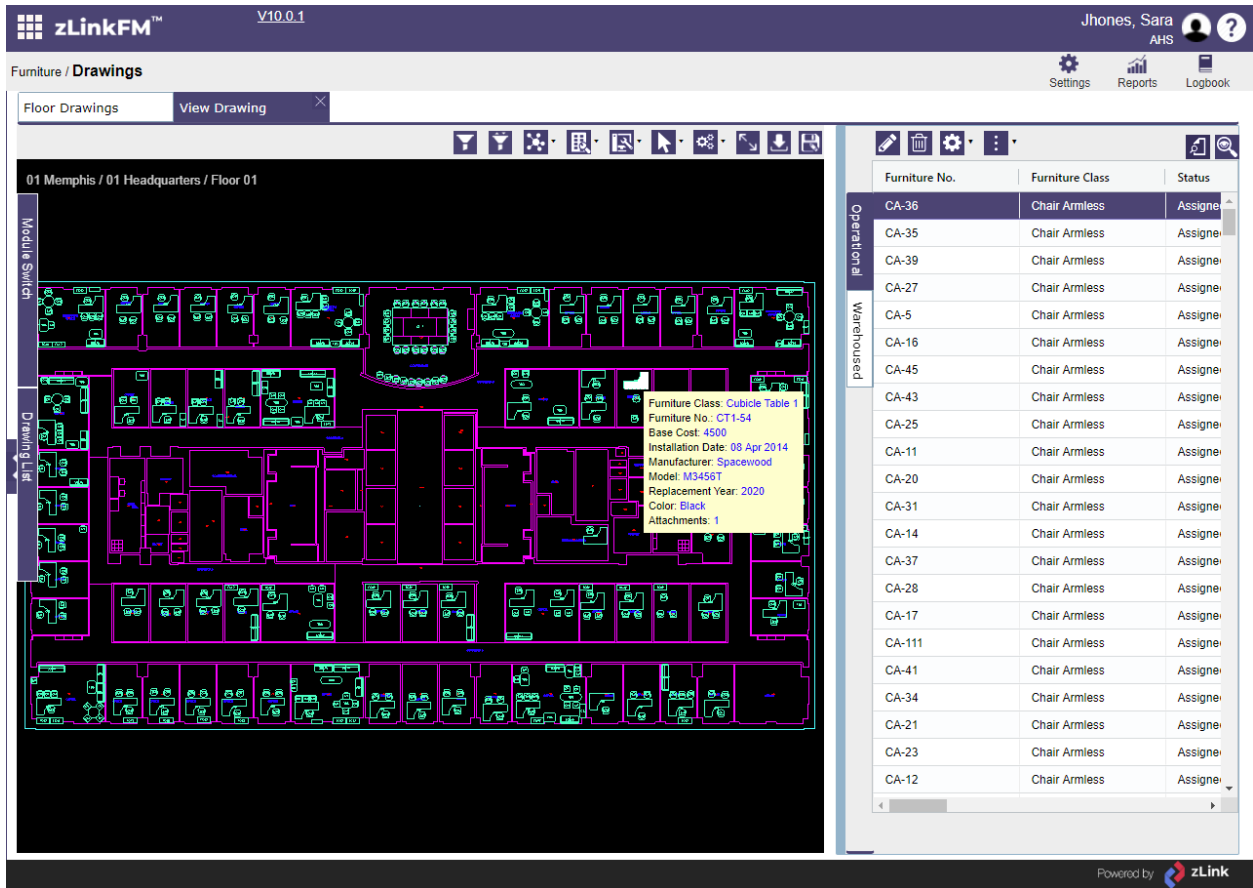
Integration of Motorized and Non-Motorized Fleet



- **Furniture** - supports furniture inventory audits and furniture utilization by having the furniture scaled and placed on floor plan drawings. Once furniture is “placed” in a Space (other than Storage where it is classified as Stored in Inventory), it is traceable using Bar Code and associated / linked to the Office Space and to the employee assigned at that office, or to a functional area such as Conference Room, Waiting Room etc.

Tracking the location of furniture is based on accurate record keeping ensuring that furniture is always linked to a Space, Function, or is in Inventory. If required, information about the dates of acquisition, maintenance, assignment, and disposition and life cycle costs can be captured.

Authorized users use similar functions as described in the Asset Management component above.

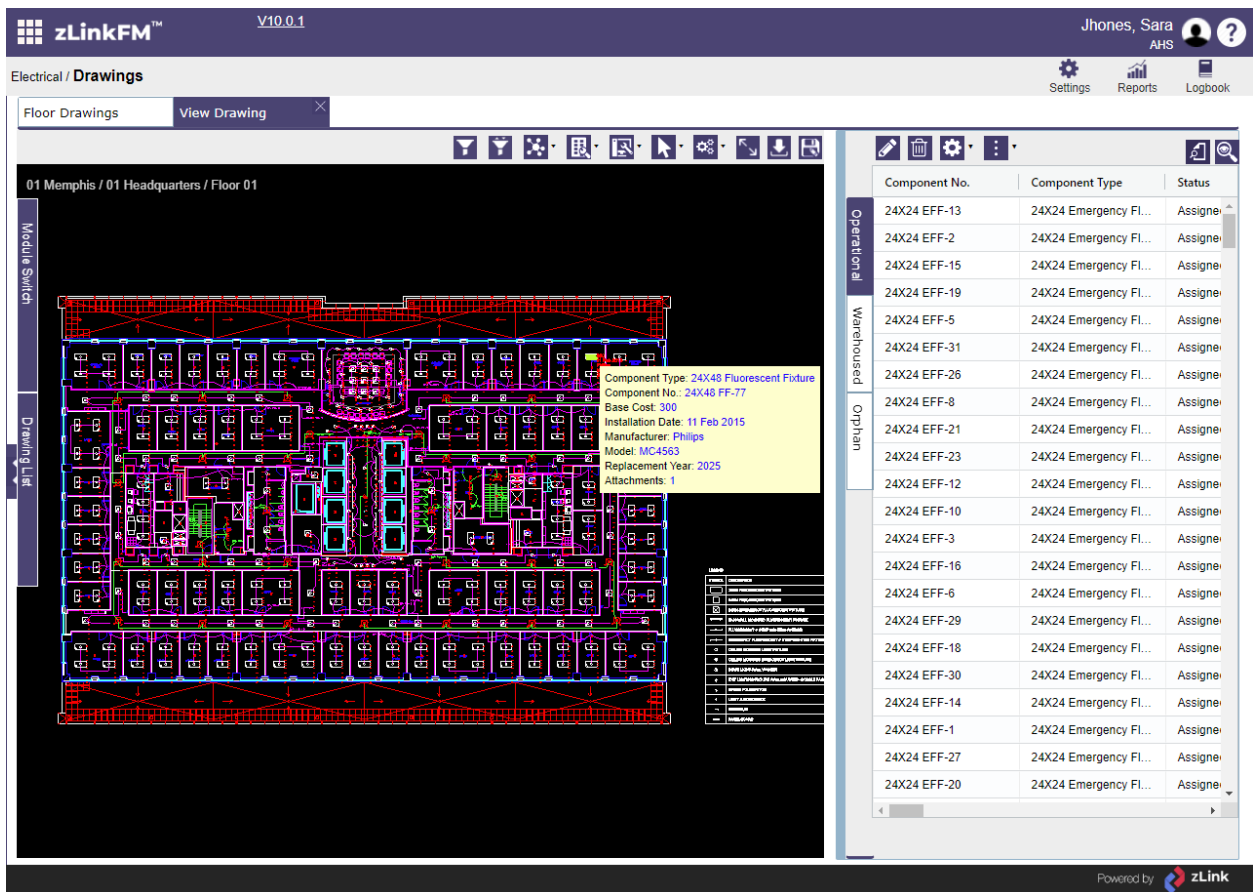


- Inventory Management** – provides all necessary functionalities to manage and maintain inventory requirements. zLinkFM™ inventory management tracks and manages the stock of various consumable parts and also provides settings to initiate the ordering of these parts when the quantity falls below a certain level. zLinkFM™ supports multiple stores so that stock can be added to the main store and transferred to the secondary stores. The module also provides necessary options to capture all related data along with the inventory like the invoice number/date, cost of the item, the vendor, the department that ordered the part etc. Parts can be associated to various equipment categories that can utilize it so that the technicians or work order managers get a filtered view of the parts that are associated with the equipment while performing the work order.

Work order managers/authorized technicians can easily see the stock of each part in a single click. There is an option to attach various parts as part of the work order; later the count can be updated based on the actual use of the parts while completing the work order. New parts request can be tracked using inventory request work type and the approval for inventory request can be achieved using custom work flows. The cost of the parts used can be charged back to GL accounts or departments based on the preference of the end user.

- Maintenance** - provides the functionality to plan, execute, manage and report on preventive maintenance procedures and schedules for all facilities, assets and equipment that require maintenance. All maintenance is based on Plans and work performed is automatically recorded and performance can be tracked and accordingly reported.

- **MEP (Mechanical, Electrical, Plumbing, Medical Gas)** - incorporates the drawings, technical specifications, maintenance history, costs, and parts inventory of the physical infrastructure. Used primarily by Facility Engineers to plan and perform infrastructure maintenance on equipment such as air handling units, pumps, and motors; electrical components such as panels, transformers, generators, and plumbing components. These assets and their parts are incorporated in the MEP drawings and part of the As-Builts architectural layers and are easily located and tracked for their performance and life cycle costs – acquisition, maintenance and replacement / disposition.



- **Mobile Platform** - provides a physical synchronization link between the desktop zLinkFM™ application and the handheld Tablets and Smartphones running zLinkFM™, which allows facility managers and others within the organization to move about the facility with all the necessary facility CAD drawings and data needed to carry out a vast variety of tasks. Any changes that are made in the field on the mobile devices are automatically synchronized with the database, thus ensuring that all drawings and data changes are kept up-to-date.
 - Authentication based on zLinkFM™ credentials
 - Switching drawing view across various software components in a single touch
 - Access key features using icon based easy to use menus
 - Device (iOS and Android) and browser independent
- **Project Management** - enables Facilities Management and Engineers to define, track and manage all facilities infrastructure assets maintenance, construction, and facility development projects. The Project Management component facilitates the construction, performance and

management of a Project in collaborative and integrated Work Flow that enables the users to create a link between Project Scope, related Work Orders, Budgets and assigned organizational responsibility.

Furthermore, it incorporates Work Orders that capture the details of work defined including “start and end dates”, budgets and actual labor / parts costs, variances, assigned resources, the organization performing the work and the responsible manager assigned to manage the Project.

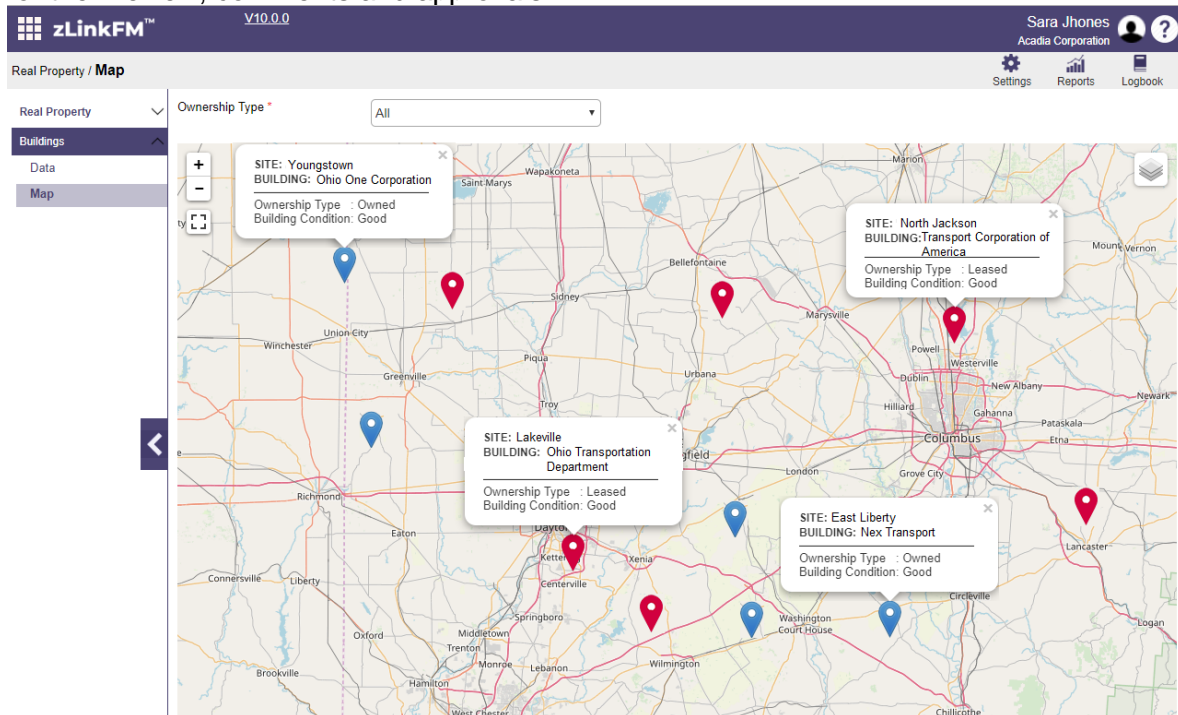
- **Real Property/Lease Management** – provides automated tools to manage Contracts and Leases for each facility in a portfolio. It maintains comprehensive data about the RE Portfolio by GSF and lease terms (Clauses, Expiration Dates, Capital Leases vs. Operational, Record Keeping etc.) and supports executive and financial reporting. It enables authorized users and management to view, aggregate, manage and analyze the portfolio on a broad set of metrics.

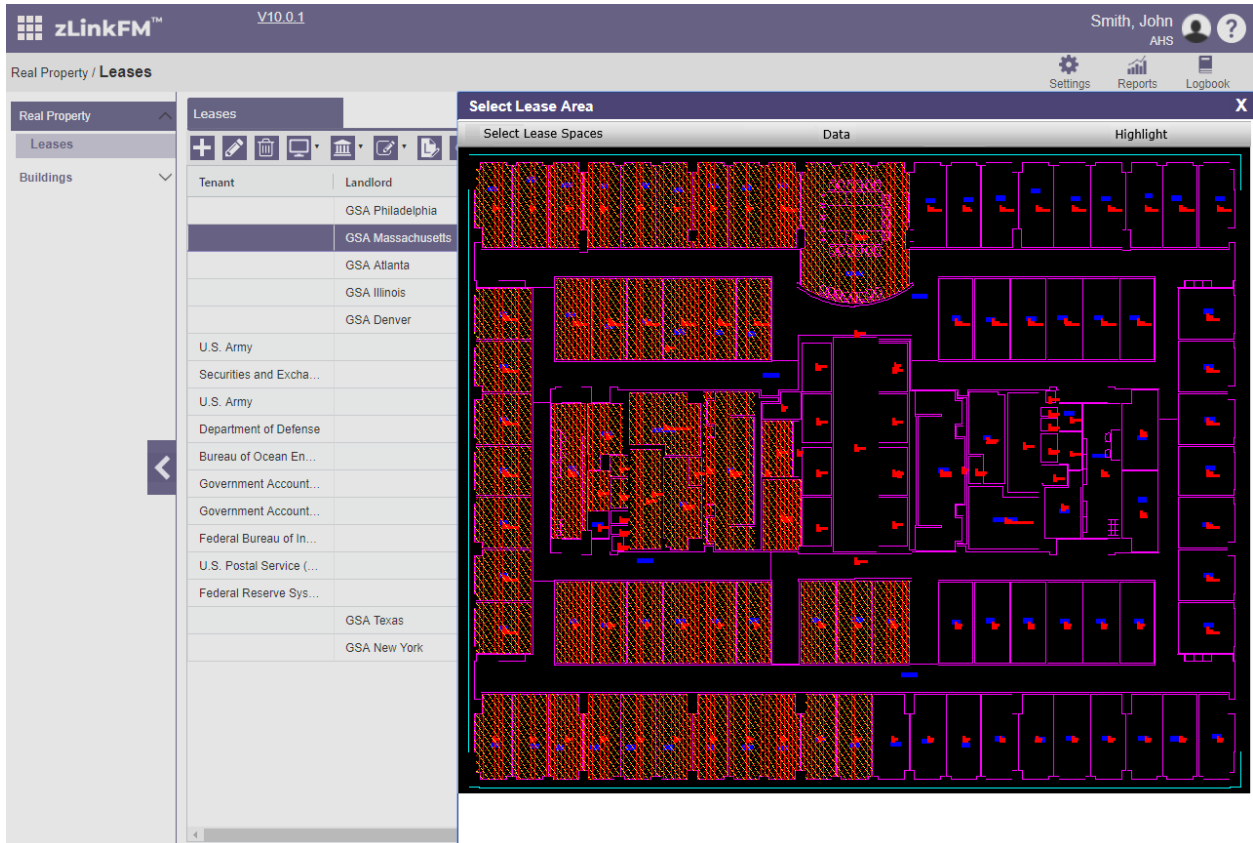
Alerts can be created automatically by using workflow processes to automatically email a Notice to responsible users about:

- Cost Details and Renewals of Leases
- Pending Payments
- Past Due Payments
- Expiring Contracts and Leases

Existing contracts regarding the maintenance of facilities are similarly encoded to create alerts and notifications and support on-time action by management to review performance per agreements and contracts, assess status and make effective decisions.

All legal documents can be attached to facilities record and available to any authorized users for their review, comments and approvals.





- **Scheduling/Hoteling** – Scheduling or “Room Reservation” enables system users to reserve meeting rooms efficiently and effectively. Users can book meeting rooms from a calendar view where time slots with booking/availability information are displayed against each meeting room. Free slots can be identified at a glance and the user can book the respective meeting room for the required time slot by double clicking inside the calendar view.

Key features include:

- Meeting room booking and cancellation
- Visualize meeting rooms in floor plans and book from there
- Email notifications to hosts, attendees and service providers
- Catering, equipment or audio-visual requirement management
- Workflow support for managing approval for scheduling and service request

Comprehensive search options are available to the users to search for work space / meeting and conference rooms with seating capacity, size, date, time slot, amenities etc. The search result will show only the rooms that match the search criteria in the list along with the calendar view that can be used by the user to book the room of their choice. Using the I/O functions of the selections screen the user can book the needed work-space / meeting rooms from a calendar view where time slots with booking/availability marking are displayed.

zLinkFM™ V10.0.2 Mark Williams ABC Inc. Settings Reports Logbook

Scheduling / Reserve Team Room

GIS
 Work Space Reservation
 Team Room Reservation
 Reserve Team Room
 Reservations
 Equipment Reservation
 Drawing View
 Requests
 Search

Reserve Date *
 11 Jul 2019

Filter

Site	Building	Floor	Room No.	AM	07:00 A
02 New York	Building 1	First Floor	166		
02 New York	Building 2	First Floor	193		
02 New York	Building 2	First Floor	105A		
02 New York	Building 2	First Floor	185		
02 New York	Building 2	First Floor	190		
02 New York	Building 2	First Floor	191		
02 New York	Building 2	First Floor	108A		
02 New York	Building 1	First Floor	164A		
02 New York	Building 2	First Floor	199		
02 New York	Building 2	First Floor	104		
03 Oregon	Building 1	First Floor	120		
03 Oregon	Building 1	First Floor	131		
03 Oregon	Building 1	First Floor	145		
03 Oregon	Building 1	First Floor	158		
03 Oregon	Building 1	First Floor	168		
03 Oregon	Building 1	First Floor	126		
03 Oregon	Building 1	First Floor	104		
03 Oregon	Building 1	First Floor	178		

Reserve Team Room

From *
 11 Jul 2019

Start time *
 9:00AM

To *
 11 Jul 2019

End time *
 9:30AM

Recurrence Pattern
 Daily Weekly

Room No.
 185

Check Availability

Event Name *
 Enter Event Name

Participants (Number)

Comments
 Max 4000 Chars

Invitees

Reserve

Powered by zLink

Once the system returns a List of the Current Schedule of all Conferences and or “Hoteling” spaces, the user by clicking on the preferred room listed can retrieve information about the room. All information about the room is available when a user searches for the room based on an input search criteria. All amenities along with the photo of the space are displayed to the user before they make a decision and reserve the space.

zLinkFM™ V10.0.2 Mark Williams ABC Inc. Settings Reports Logbook

Scheduling / Reserve Team Room

GIS
 Work Space Reservation
 Team Room Reservation
 Reserve Team Room
 Reservations
 Equipment Reservation
 Drawing View
 Requests
 Search

Filter

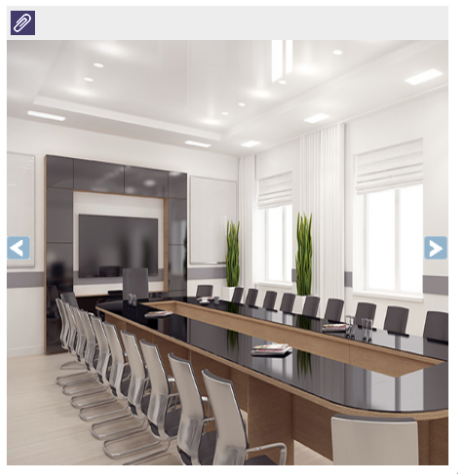
Site	Building
02 New York	Building 1
02 New York	Building 2
02 New York	Building 2
02 New York	Building 2
02 New York	Building 2
02 New York	Building 2
02 New York	Building 1
02 New York	Building 2
02 New York	Building 2
02 New York	Building 1
02 New York	Building 2
03 Oregon	Building 1
03 Oregon	Building 1
03 Oregon	Building 1
03 Oregon	Building 1
03 Oregon	Building 1
03 Oregon	Building 1
03 Oregon	Building 1
03 Oregon	Building 1
03 Oregon	Building 1
03 Oregon	Building 1
03 Oregon	Building 1

Room Details

Room No: 103
 Space Function: Office
 Seating Capacity: 10
 Area (Sq.ft): 143.79

Amenities

Audio/Visual Equipment: 1
 Polycom/Phone: 1
 White board: 1
 LAN Connection: 1
 Podium: 1



Powered by zLink

When the room is selected, the user can enter details like the purpose of the meeting; select the invitees for the meeting, amenities required for the meeting and services required like IT support, Security, Janitor and Catering support. The system also provides an option to enter other services where room configuration can be entered as part of the reservation requests.

Another approach that users can use to select Conference Rooms and Work Spaces to Reserve is to visually navigate the “floor plans”. By selecting the system function to highlight the location of designated “shared” work spaces and “meeting rooms / conference rooms” the system will automatically highlight these spaces. The user then, by pointing the cursor on the highlighted location, can interrogate the specifications / nature of the space. The following I/O Screen copy illuminates the described approach.

zLinkFM™ V10.0.2 Mark Williams ABC Inc. ?

Scheduling / Reserve Team Room / View Drawing Settings Reports Logbook

GIS Reserve Team Room Daily Reservation Summary

Work Space Reservation 02 New York / Building 2 / First Floor

Team Room Reservation

- Reserve Team Room
- Reservations

Equipment Reservation

Drawing View

Requests

Search

Reserve Date 11 Jul 2019 Search hh:mm

Room No.	Room Capacity	04:00 AM	04:30 AM	05:00 AM	05:30 AM	06:00 AM	06:30 AM	07:00 AM	07:30 AM	08:00 AM	08:30 AM	09:00 AM	09:30 AM
191	20												
190	50												
193	25												
104	25												
108A	25												
105A	25												
199	25												

Powered by zLink

If the selected room is available based on the calendar shown below the displayed floor plan, the users will click on the selected space on the floor plan and get the reservation Input screen to enter the date/time and amenities needed during the “reserved time” of the selected space.

- Space Management** – provides key functions to create and maintain data about facility space use and costs, to perform Space Capacity and Occupancy Planning, Track Staff Assignments and Assets to Space, and support Employee Moves (a single employee or Departmental moves). Its primary function is to monitor and track the effective use and cost associated with real estate space, and to allocate and optimize space among many departments and do accurate cost accounting. Vacant spaces are readily identified, while Employees moves and changes in employee office assignments are planned and performed with minimal loss of productivity.

Space utilization maps to facilitate planning

The screenshot displays the zLinkFM V10.0.0 interface. At the top, the user is identified as Mark Williams at ABC Inc. The main window shows a 'Space / Drawings' view with a 'View Drawing' button. The central area features a color-coded floor plan of a building. A legend below the map lists various departments and their corresponding room numbers. To the right, a 'Space Key' list provides a scrollable view of room numbers. The interface includes navigation tools like a 'Module Switch' and 'Drawing List' on the left, and a toolbar with various icons for map manipulation. The bottom right corner indicates the software is 'Powered by zLink'.

Space	Room	Area (sq. ft.)
Administration	1004-10	
Executive Office	1004-11	
Facilities Management	1100-05	
Human Resources	201-00	
Information Technology	1000-11	
Support	002-01	
Technical Assistance Center	201-07	
Technical Office	001-05	
Office Inspector General	201-05	
Pharmacy	3001-31	
Pharmacy - (Sub)	3100-01	
Pharmacy Benefits Management	121-01	
Pharmacy Billing	121-05	
IS - Floor Common	101-03-14	

Authorized users can perform the following business processes:

- Space Planning
- Capacity Planning and Forecasting
- Create and Maintain Space Classification and Occupancy Standards
- Occupancy Density and Analysis
- Space Assignments to Departments, Divisions, and organizational units
- Space Assignments for Employees (e.g., New Hires, transfers, consolidations and departmental moves)
- Space Reporting and Analytic reports for cost planning and charge backs
- Employee Moves Planning and Execution (Single Employee or Departmental)
- Maintenance of Employee Locations and Data

Space Planners can quickly compute the Occupancy Density and compare it against predefined Capacity limits. The Space Planner or Financial Analyst set a procedure to extract or view in real time Occupancy data, based on criteria such as Employees Classification, Occupancy Density by Department or Organization for a building or Real Estate Portfolio, related costs, compare the results against historical data and defined plans. Forecasting is matter of creating long term plans and entering the data. The information can be extracted from a portfolio of buildings and facilities and automatically updated as part of executive Planning Report (e.g., Dashboard of Key Performance Indicators).

- Space
- Trend Analysis
- Snapshots
- Chargeable Area
- Usable Area
- Cost
- Space Functions
- Search

Select Period Report

History

ABC Inc.

Trend Analysis: Space Functions

Trend Period: 01 Jan 2015 to 01 Feb 2017 11 Jul 2019 8:43 AM Page 1 of 3

Sl.No.	Space Function	Start Date Gross Area (Sq. Ft.)	Distr. (%)	End Date Gross Area (Sq. Ft.)	Distr. (%)	Average Gross Area (Sq. Ft.)	Distr. (%)
1	A/V Equipment	64.56	0.02	64.56	0.02	64.56	0.02
2	Administrative	8,820.08	2.49	8,820.08	2.49	8,820.08	2.49
3	Break Room	596.61	0.17	596.61	0.17	596.61	0.17
4	Cardboard Compacting	1,619.93	0.46	1,619.93	0.46	1,619.93	0.46
5	Closet	340.60	0.1	340.60	0.1	340.60	0.1
6	Cold Pack Area	1,888.12	0.53	1,888.12	0.53	1,888.12	0.53
7	Computer Equipment	9,221.25	2.6	9,221.25	2.6	9,221.25	2.6
8	Conference Room	2,718.27	0.77	2,718.27	0.77	2,718.27	0.77
9	Contractor	96.00	0.03	96.00	0.03	96.00	0.03
10	Control Room	4,070.63	1.15	4,070.63	1.15	4,070.63	1.15
11	Controlled Substances Area	2,727.33	0.77	2,727.33	0.77	2,727.33	0.77
12	Corridor	29,928.66	8.44	29,928.66	8.44	29,928.66	8.44
13	Director's Office	1,644.73	0.46	1,644.73	0.46	1,644.73	0.46

Space Planning – Creation of Floor Occupancy Scenarios

The screenshot displays the zLinkFM software interface for space planning. The main window shows a floor plan with various colored zones representing different departments. A 'Space Assignment Plan' window is open, providing a detailed view of occupancy scenarios for different rooms and departments.

Space Assignment Plan Data:

Room	Occupied	Max Capacity
01 Memphis, 01 Call Center 1, Floor 02	45	72
01 Memphis, 01 Headquarters, Floor 01	15	73
01 Memphis, 02 Call Center 2, Floor 03	47	86
01 Memphis, Building 09, Third Floor	23	63
01 Memphis, Building 10, Second Floor	6	55
01 Memphis, Building 11, Floor 01	8	0

Department Capacity Summary:

Department	Capacity
ADMINISTRATOR	1379/57
CONCRETE WORKERS	136/11
GENERAL WORKERS	108/50

The interface also includes a top navigation bar with 'zLinkFM', 'V10.0.2', and user information 'Mark Williams MD Hospital Demo'. A left sidebar contains 'Module Switch', 'Drawing List', and 'Employees'. A bottom toolbar includes 'Settings' and 'Reports'.

Report creation and formatting using Boolean conditions for search and data selection / presentation and totals.

Custom Report

Filter Field Order Preview Save As Save

Field Name	Selected	Value
Floor Finish	<input type="checkbox"/>	Floor Finish 1.5
Free Seats	<input checked="" type="checkbox"/>	Free Seats 1.5
Gross Area	<input type="checkbox"/>	Gross Area 1.5
Gross Area Cost	<input type="checkbox"/>	Gross Area Cost 1.5
Hazardous Area?	<input type="checkbox"/>	Hazardous Area? 1.5
Occupied Seats	<input type="checkbox"/>	Occupied Seats 1.5
Rate	<input type="checkbox"/>	Rate 1.5
Rate Code	<input type="checkbox"/>	Rate Code 1.5
Room Description	<input type="checkbox"/>	Room Description 1.5
Room No.	<input checked="" type="checkbox"/>	Room No. 1.5
Seating Capacity	<input type="checkbox"/>	Seating Capacity 1.5
Section	<input type="checkbox"/>	Section 1.5
Section (Short)	<input type="checkbox"/>	Section (Short) 1.5
Site	<input checked="" type="checkbox"/>	Site 1.5
Space Category	<input checked="" type="checkbox"/>	Space Category 1.5
Space Function	<input checked="" type="checkbox"/>	Space Function 1.5
Space Key	<input checked="" type="checkbox"/>	Space Key 1.5
Space Standard	<input checked="" type="checkbox"/>	Space Standard 1.5

Filter

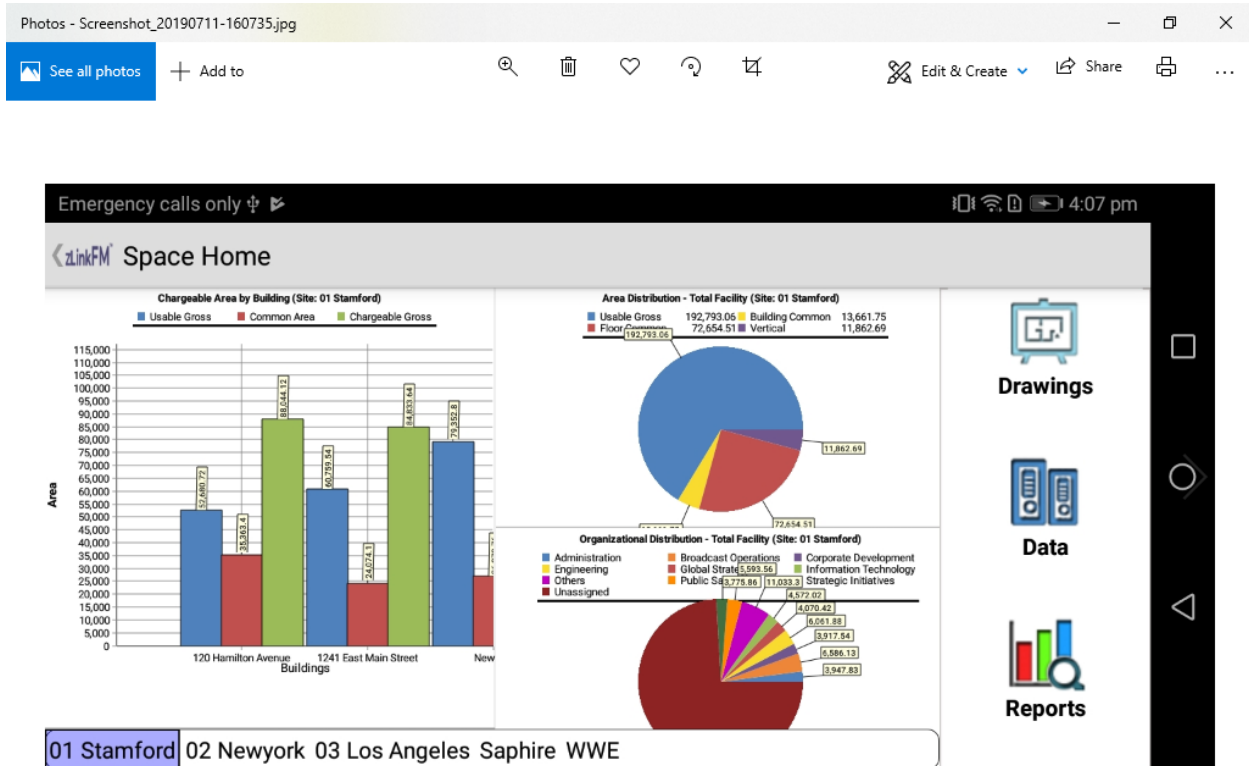
Query Builder

Query Builder Output:
(Site Equal to New York AND Space Category Equal to 01- Usable)

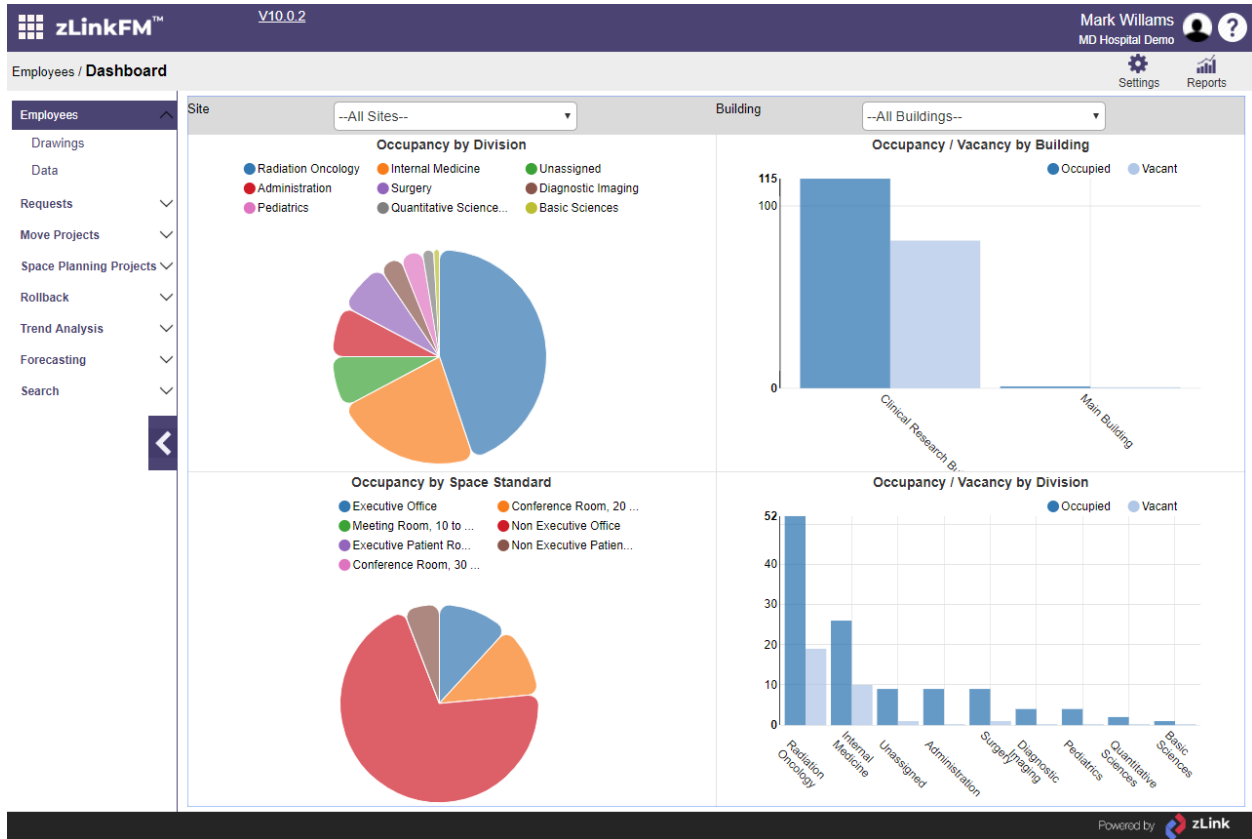
Operator: AND

Field Name *	Condition *	Value *
Site	Equal to	New York
Space Category	Equal to	01- Usable

Mobile capabilities for Android & iOS – Dashboard Display of Space Utilization



Dashboard - Space Utilization (Occupancy by Division) and Occupancy of Offices by Job Grade



Dashboard creation and formatting using Boolean conditions for search and data selection / presentation and totals.

The screenshot displays the zLinkFM V10.0.2 interface. The main content area shows a report titled "Gross Area Organizational Distribution" for MD Hospital Demo, dated 11 Jul 2019 8:48 AM, Page 1 of 3. The report is a table with the following data:

St.No.	Division	Department	Usable Gross (Sq.Ft)	Common (Sq.Ft)	Chargeable Gross (Sq.Ft)
1	Administration		16,523.41	5,208.29	21,731.70
2	Anesthesiology & Critical Care		5,798.93	1,963.12	7,762.05
3	Basic Sciences		2,436.89	761.98	3,198.87
4	Basic Sciences	Biochemistry and Molecular Biology	703.04	206.90	909.94
5	Basic Sciences	Cancer Biology	8,305.79	2,811.78	11,117.57
6	Basic Sciences	Genetics	764.63	225.03	989.66
7	Cancer Medicine		9,517.54	2,368.61	11,886.15
8	Cancer Medicine	Breast Medical Oncology	550.21	186.43	736.64
9	Cancer Medicine	Gastrointestinal (GI) Medical Oncology	168.84	57.21	226.05
10	Cancer Medicine	Leukemia	7,831.90	2,651.35	10,483.25
11	Cancer Prevention & Population Sciences		6,138.92	2,029.71	8,168.63
12	Diagnostic Imaging		2,640.57	819.37	3,459.94
13	Diagnostic Imaging	Cancer Systems Imaging	1,043.59	353.29	1,396.88
14	Diagnostic Imaging	Diagnostic Radiology	1,516.92	513.53	2,030.45
15	Internal Medicine		3,680.42	1,215.55	4,895.97
16	Internal Medicine	Cardiology	4,646.35	1,412.72	6,059.07

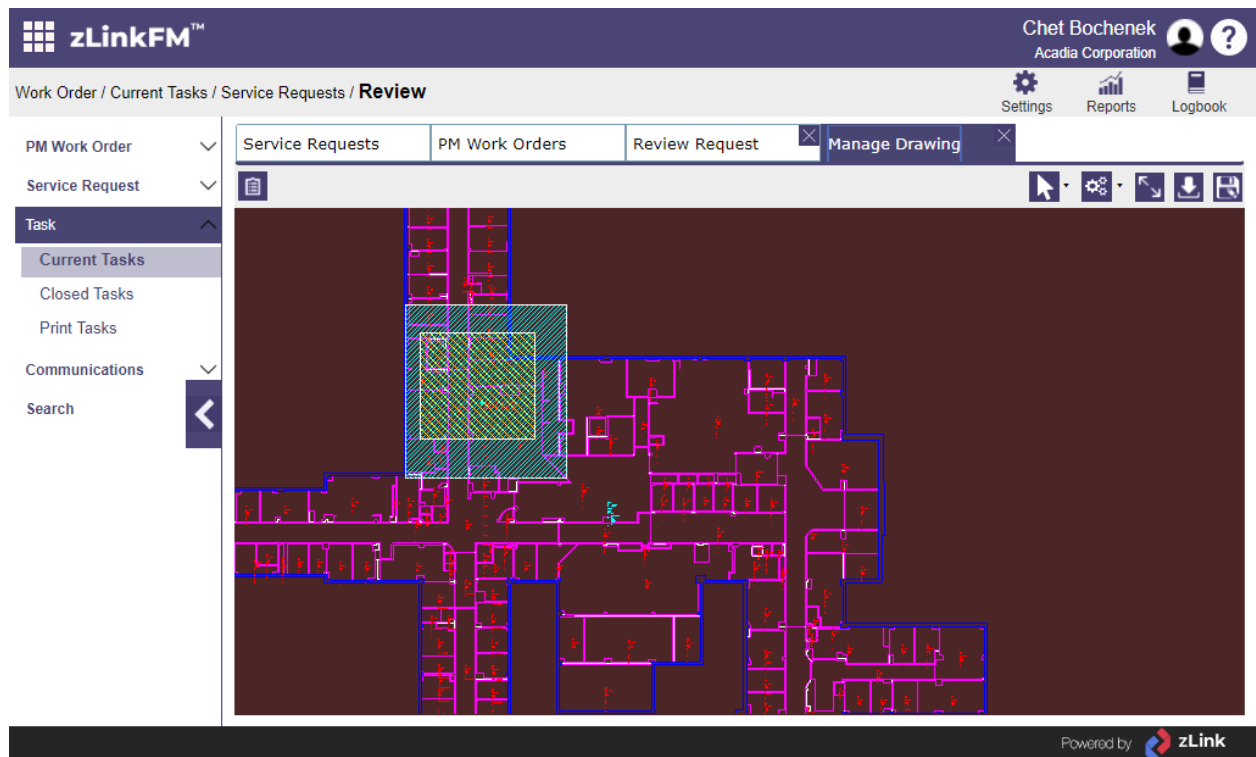
- **Sustainability/Energy Management** – provides for the capture and integration of sub-metering of consumables such as power, oil and natural gas, water for chillers and medical gas by major components of a facilities / building.

zLinkFM™ enables the real-time connection between “as-built” floor plans and sub-metering technology to provide visualization and measurement of energy and other resource consumption patterns inside a facility. The energy and sustainability capability supports management in ensuring that consumption of energy, fuels, and water by a facility is consistent with the business practices and requirements to reduce operating costs. It provides a capability to measure, analyze, and invest in systems to reduce consumption and improve LED Footprint.

- **Telecom** – enables the creation of detail drawings depicting the facility’s data and voice grid, as well as the specifications regarding to telecom grid and its components (e.g., capacity, routers, jacks, modems, switches, etc.).
- **Work Order** – used to manage defined work tasks for Preventive and Facilities Maintenance, as well as Projects and Employee Moves (e.g., to schedule and perform moves of furniture and files, change telephone extensions and IT assets, prepare and clean designated rooms, emails, etc.).

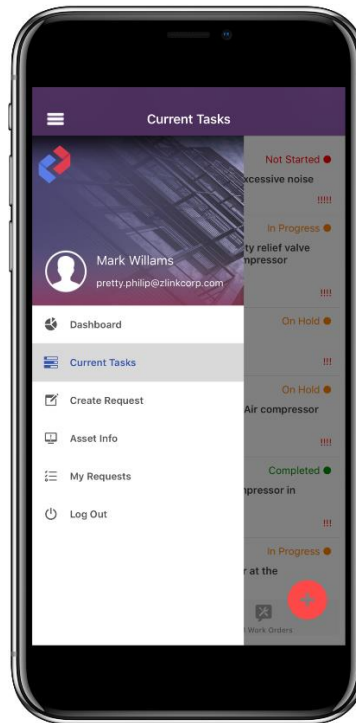
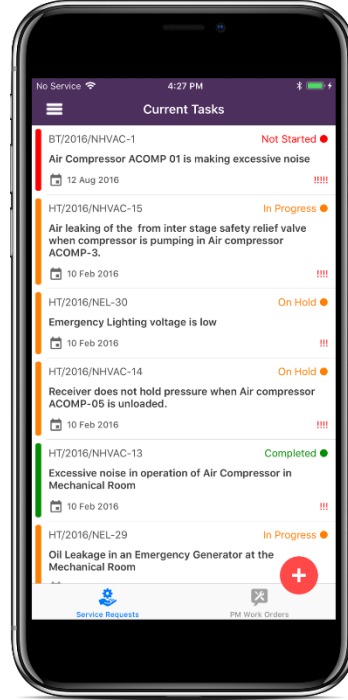
Work Orders may incorporate Workflows that adapt processes to the business functions; depending on the end user needs, work-flows define specific “actions” and “alerts” across the organization and direct individuals on “how to proceed” in performing their related assignment.

All Work Orders for Preventive Maintenance or other repeatable work tasks are automatically scheduled and their performance status automatically reported. All repeatable Work Orders are created once and reused across the Annual Schedule (e.g., Weekly, Monthly, Quarterly and Annually) and linked to technical specifications and instructions on how to perform the defined work. Staff and responsible Manager can be assigned to Work Orders and accordingly performance is tracked and status reported. Additional information can be incorporated into the Work Orders such as “materials and costs, labor hours and charge back costs”, and subsequently used to update financial systems.



- ***Task Manager*** – enables all members of an organization, business enterprise staff to submit Service Requests from Facilities Maintenance, IT and other organizations and track its fulfillment / status. Once a Service Request is created, the receiving organizations assign appropriate staff, schedule required work and track status as work is performed and reported by the staff assigned the work task relating to the Service Request.

The Task Manager component is essential in organizations with distributed facilities and large user base of corporate services such as maintenance, security, moves etc. Universities are a prime example of organizations where the Task Manager can significantly alleviate backlog of service request and reduce administration costs in managing the related process. The following are sample screenshots of the Task Manager.



- **Preferences** – it enables each user to customize the system I/O GUI forms to fit their preferred viewing background color settings, CAD layers and data.
- **Web Services** - it is the software component that zLinkFM™ uses to enable real-time connectivity of internal functions with other third party systems interfacing or interoperate with

zLinkFM™. It is part of the implementation and set-up process. Web-Services provides an extensive capability for broad information exchange with all internal corporate legacy and external systems. It is designed to support interoperable machine-to-machine interaction over a network. It has an interface described in a machine process-able format (specifically WSDL).

Other systems interact with the Web Services in a manner prescribed by its description using SOAP messages, typically conveyed using HTTP with an XML serialization in conjunction with other Web-related standards.

- **Reporting / Executive Summary / KPI Dash Boards** – zLinkFM™ incorporates an Active Reports Framework that enables users to quickly define the data and report formats they need. It supports export of data to XLSX, PDF, RFT, DWG, TXT etc. Any type of files can be kept in the system as attachments and can be accessed and viewed by the user using the system's web-based I/O GUI functions. All IWMS users can use Active Reports Framework to define the reports they need for Performance Tracking and Business Analytics, and general add-hock reporting.

Standard and unique Dashboards are created by defining the data sets which are considered to provide meaningful summary of Key Performance Indicators (KPI) as to the range of work tasks whose performance / status measures specific business functions / organization Performance over a time period – for example:

- Maintenance KPI may be the “Work Orders Competed vs. Planned in a Time Period.”
- Space Management KPI may be “Total Space Assignment by Organization”, Occupancy Trend Analysis.
- Sustainability KPI may be “Quarterly Volume and Cost of Consumables” and Vs. “Prior Year Quarter.”

The Dashboard display can be adjusted to support end-user preferences. The following display shows the system I/O forms that a user will use to select and format output data in a report to address specific needs at any time.

Report Creation and Formatting using Boolean conditions

zLinkFM™ V10.0.2 Mark Williams ABC Inc. Settings Reports Logbook

Settings / Space / General Settings

Filter

Query Builder

Query Builder Output:
(Site Equal to New York AND Space Category Equal to 01- Usable)

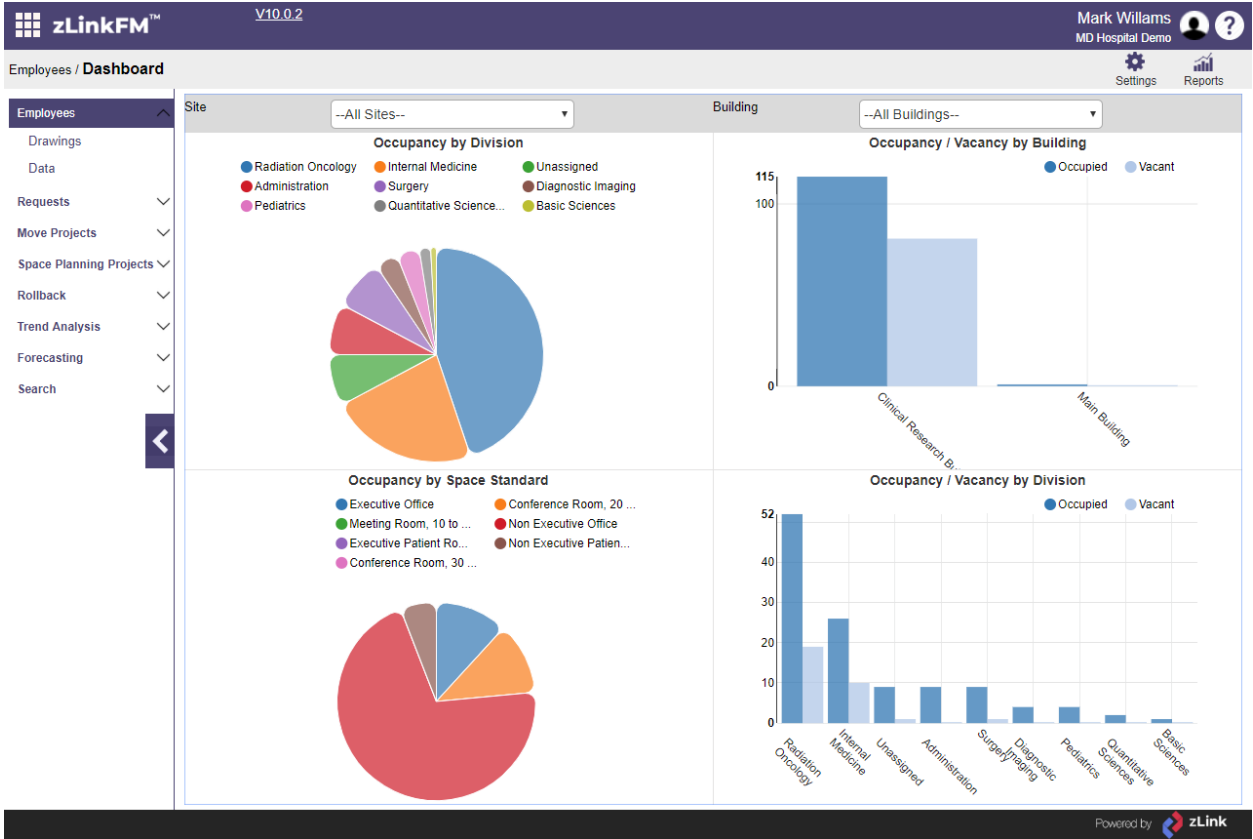
Add Condition Add Group

Operator
AND

Field Name *	Condition *	Value *
Site	Equal to	New York
Space Category	Equal to	01- Usable

Powered by zLink

Space Utilization – Occupancy by Division / Space Standard / Vacancy



ARTICLE V - CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- _____ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- _____ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective Services; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or s and omissions insurance.
- _____ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- _____ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- _____ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.


ARTICLE VI – SIGNATURES

MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

zLink, Inc.


Clackamas County Board of Commissioners

	12/23/2019		
_____	_____	_____	_____
Authorized Signature	Date	Chair	Date

Anupam Sachdev CEO
Name / Title (Printed)

Approved as to Form:

1463173-91
Oregon Business Registry #

	03/03/2020
_____	_____
County Counsel	Date

S Corporation MA
Entity Type / State of Formation



Elizabeth Comfort
Finance Director, Interim

Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

March 19, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

**A Resolution Acknowledging Expenditures in Excess of Appropriations for Fiscal Year 2019 and Describing
Corrective Action in Accordance with ORS 297.466**

Purpose/Outcome	Acknowledgement of expenditures in excess of appropriations that occurred in Fiscal Year 2019 and description of the corrective action that will be implemented.
Dollar Amount and fiscal Impact	The dollar amount of each over expenditure is reported in the Comprehensive Annual Financial Report (CAFR) as part of the Notes to the Basic Financial Statements (Exhibit A).
Funding Source	Varies
Safety Impact	N/A
Duration	Audits are filed annually. Corrective action to be implemented will be permanent.
Previous Board Action/Review	N/A
Counsel Review	Reviewed and approved by County Counsel on March 9, 2020
Contact Person	Christa Bosserman-Wolfe, Deputy Finance Director, 503-742-5407
Contract No.	N/A

BACKGROUND:

As part of the annual audit each year, the County's external audit firm reports on compliance with various Oregon statutes. One of these requirements is to report upon compliance with Local Budget Law. Expenditures in excess of authorized appropriations are reported in the CAFR by fund. Detail of this can be found in the CAFR as part of the Notes to the Basic Financial Statements, as well as in the Auditor's Report on Compliance with Oregon Minimum Standards. For the full 2019 CAFR, please visit: <https://www.clackamas.us/finance/financearchive.html>.

ORS 297.466 requires within 30 days after filing an annual report with the Secretary of State that the governing body file with the Secretary of State and a plan of action adopted for addressing any deficiencies noted in the audit report. The resolution is to formally acknowledge the over expenditures and describes the corrective actions implemented. Corrective action is commencing now and will continue into the future on a quarterly schedule.

This Resolution has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends the Board of Clackamas County approve this resolution acknowledging expenditures in excess of appropriations for fiscal year 2019 and describing corrective action in accordance with ORS 297.466.

Respectfully submitted,

Elizabeth Comfort, Interim Finance Director

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

A Resolution Acknowledging Expenditures
in Excess of Appropriations for Fiscal Year
2019 and Describing Corrective Action in
Accordance with ORS 297.466

RESOLUTION NO.

Page 1 of 1

Whereas, Clackamas County’s Comprehensive Annual Financial Report “(CAFR)” for the fiscal year ending June 30, 2019 reports expenditures in excess of appropriations; and

Whereas, Oregon Local Budget Law does not allow the expenditure of monies beyond the legal appropriation authority; and

Whereas, ORS 297.466(2) requires the governing body of Clackamas County to determine measures considered necessary for corrective actions and a period of time estimated to complete them; and

Whereas, ORS 297.466(3) requires Clackamas County to submit an adopted resolution of corrective measures to the Secretary of State’s Office within 30 days from the submission of Clackamas County’s CAFR to the Secretary of State; and

NOW, THEREFORE, BE IT RESOLVED that in order to ensure current and future compliance with the Oregon Local Budget Law, all Clackamas County Departments will perform a quarterly analysis to review and evaluate expenditures incurred to date compared to the total final adopted budget. Any over-expenditure will be further analyzed, discussed with the Department of Finance’s Budget Office, County Administration, and evaluated for further corrective measures.

NOW, THEREFORE, BE IT RESOLVED that in order to ensure current and future compliance with the Oregon Local Budget Law, and to create additional internal controls for compliance with the same, Clackamas County will implement the quarterly analysis procedures outlined above, by the summer of 2020.

Dated this 19th day of March, 2020.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

CLACKAMAS COUNTY, OREGON
NOTES TO BASIC FINANCIAL STATEMENTS (Continued)
YEAR ENDED JUNE 30, 2019

1. **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

New Accounting Pronouncements

During the fiscal year ended June 30, 2019, the County implemented the following GASB pronouncements:

GASB Statement No. 83 – Certain Asset Retirement Obligations. This Statement addresses accounting and financial reporting for certain asset retirement obligations (AROs). An ARO is a legally enforceable liability associated with the retirement of a tangible capital asset. A government that has legal obligations to perform future asset retirement activities related to its tangible capital assets should recognize a liability based on the guidance in this Statement.

GASB Statement No. 88 – Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements. The primary objective of this Statement is to improve the information that is disclosed in notes to government financial statements related to debt, including direct borrowings and direct placements. It also clarifies which liabilities governments should include when disclosing information related to debt.

This Statement defines debt for purposes of disclosure in notes to financial statements as a liability that arises from a contractual obligation to pay cash (or other assets that may be used in lieu of cash) in one or more payments to settle an amount that is fixed at the date the contractual obligation is established. This Statement requires that additional essential information related to debt be disclosed in notes to financial statements, including unused lines of credit; assets pledged as collateral for the debt; and terms specified in debt agreements related to significant events of default with finance-related consequences, significant termination events with finance-related consequences, and significant subjective acceleration clauses.

GASB Statements No. 84, 87, 89, 90, and 91 – These are other pronouncements that have been issued by the GASB and are not required to be implemented until a future year. These pronouncements have not been early implemented by the County.

2. **STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY**

Budgetary Information

Annual budgets are adopted on a basis consistent with ORS 294 – Local Budget Law and accounting principles generally accepted in the United States of America. All annual appropriations lapse at fiscal year-end.

CLACKAMAS COUNTY, OREGON
NOTES TO BASIC FINANCIAL STATEMENTS (Continued)
YEAR ENDED JUNE 30, 2019

2. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY (Continued)

Budgetary Information (Continued)

The following funds had excess expenditures over appropriations for the fiscal year-end:

<u>Fund</u>	<u>Amount</u>
General Fund	
County Administration	\$ 30,446
Sheriff Fund	
Public Protection	132,069
Community Development Fund	
Economic Development	373,904
Behavioral Health Fund	
Special Payments	62,013
Clackamas Broadband Utility Fund	
Special Payments	8,581

Deficit Fund Balances/Net Position

The following funds had a deficit fund balance at year-end due to accruals for vacation leave, net pension liability, and OPEB. These are not a violation of state laws.

<u>Fund</u>	<u>Amount</u>
Internal Service Funds:	
Records Management Fund	\$ (92,781)
Facilities Management Fund	(1,190,310)
Central Dispatch Fund	(2,177,561)

3. CASH AND INVESTMENTS

Cash and investments are comprised of the following:

Deposits with financial institutions:	
Demand deposits	\$ 29,361,916
Money market	89,044,642
Investments with US Agencies	194,240,763
Investments with time/interest bearing deposits	6,235,548
Investments with LGIP	138,898,828
	<u>\$ 457,781,697</u>



Karen Brisbin
Justice Of The Peace

CLACKAMAS COUNTY JUSTICE COURT

11750 SE 82ND AVE SUITE D | HAPPY VALLEY, OR 97086

March 19, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

A Resolution Appointing Justices of the Peace Pro Tempore for the
Clackamas County Justice of the Peace District

Purpose/ Outcome	Approval of the Resolution Appointing Justices of the Peace Pro Tempore will appoint pro tempore judges to ensure that the Justice Court can continue to hold court during those periods of time when Justice of the Peace Brisbin is temporarily absent or otherwise unable to hold court.
Dollar Amount and Fiscal Impact	Pro Tempore judges are paid at an hourly rate of \$42.44, plus .575 cents per mile for travel to and from the court building.
Funding Source	Justice Court Budget
Duration	1 year
Previous Board Action/ Review	Annual appointment per ORS 51.260
Strategic Plan Alignment	Provide continuity of judicial service to the public
Contact Person	Laura Anderson, Administrative Services Specialist x3816
Contract Number	N/A

BACKGROUND: When Justice of the Peace Brisbin is temporarily absent or otherwise unable to hold court, justices of the peace pro tempore ensure that the Justice Court can continue to hold court. Pro tempore judges adjudicate violation or civil cases set for first appearance/ arraignment or contest hearing/ trial. The individual recommended for appointment is a Clackamas County attorney in good standing with the Oregon State Bar and meets the eligibility requirements set by Oregon Revised Statutes.

The Resolution has been reviewed and approved by County Counsel.

RECOMMENDATION: Staff recommends approval of this Resolution appointing two Clackamas County attorneys to serve as justice of the peace pro tempore during the next year.

Respectfully submitted,

Karen Brisbin
Justice of the Peace

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

A RESOLUTION APPOINTING A
JUSTICE OF THE PEACE PRO
TEMPORE FOR THE CLACKAMAS
COUNTY JUSTICE OF THE PEACE
DISTRICT

Resolution No.

WHEREAS, The Clackamas County Justice of the Peace District (the Justice Court) was created by the Board of County Commissioners (BCC) in February 2009, and Justice of the Peace Karen Brisbin was subsequently appointed by the Governor and has been elected to serve a six (6) year term; and

WHEREAS, Pursuant to ORS 51,260(2), the BCC may appoint a justice of the peace pro tempore to ensure that the Justice Court can continue to hold court during those periods of time when Judge Brisbin is temporarily absent or otherwise unable to hold court; and

WHEREAS, Daniel P. Woram, Kimberly Graves, Wm. Bruce Shepley and Roxanne R. Scott are eligible to serve as a justice of the peace pro tempore being a citizen of the United States, a resident of Oregon for at least three years, and has maintained a residence or principal office in Clackamas County for at least one year immediately prior to appointment; and

WHEREAS, The BCC, upon the recommendation of Judge Brisbin, finds it is in the public interest to appoint Daniel P. Woram, Kimberly Graves, Wm. Bruce Shepley and Roxanne R. Scott, to serve as a justice of the peace pro tempore in Clackamas County; and

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Board of County Commissioners appoints Daniel P. Woram, Kimberly Graves, Wm. Bruce Shepley and Roxanne R. Scott, to serve as a justice of the peace pro tempore for the Clackamas County Justice of the Peace District. Daniel P. Woram, Kimberly Graves, Wm. Bruce Shepley and Roxanne R. Scott shall have the authority to preside over court proceedings as is necessary during times when Judge Brisbin is temporarily absent or otherwise unable to hold court.

IT IS FURTHER RESOLVED, that the appointment of Daniel P. Woram, Kimberly Graves, Wm. Bruce Shepley and Roxanne R. Scott shall be for a term not to exceed one year from the date of this resolution. The appointment, however, is subject to termination in the sole discretion of the BCC at any time prior to the expiration of the term.

Dated this 19rd day of March, 2020

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

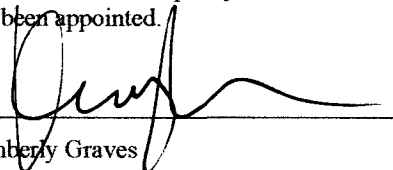
STATE OF OREGON
JUDICIAL OATH OF OFFICE

STATE OF OREGON)

)ss.

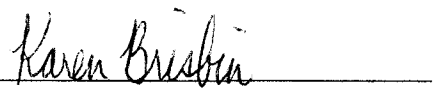
COUNTY OF CLACKAMAS)

I, Kimberly Graves, do solemnly swear or affirm that I will support the Constitution of the United States, and the Constitution of the State of Oregon, and that I will faithfully, honestly, and impartially discharge the duties of a pro tempore judge of the Clackamas County Justice of the Peace District, according to the best of my ability, and that I will not accept any other office, except judicial offices, during the term for which I have been appointed.



Kimberly Graves

Subscribed and sworn before me this 16th day of January, 2020.

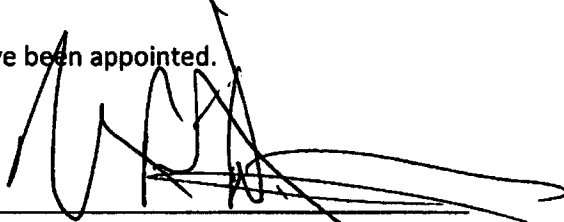


Karen Brisbin
Justice of the Peace
Clackamas County

STATE OF OREGON
JUDICIAL OATH OF OFFICE

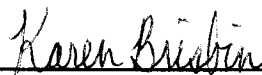
STATE OF OREGON)
)ss.
COUNTY OF CLACKAMAS)

I, Daniel Patrick Woram, do solemnly swear or affirm that I will support the Constitution of the United States, and the Constitution of the State of Oregon, and that I will faithfully, honestly, and impartially discharge the duties of a pro tempore judge of the Clackamas County Justice of the Peace District, according to the best of my ability, and that I will not accept any other office, except judicial offices, during the term for which I have been appointed.



Daniel Patrick Woram

Subscribed and sworn before me this 14th day of January, 2020.

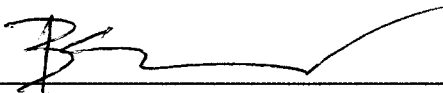


Karen Brisbin
Justice of the Peace
Clackamas County

STATE OF OREGON
JUDICIAL OATH OF OFFICE


STATE OF OREGON)
)ss.
COUNTY OF CLACKAMAS)

I, Wm. Bruce Shepley, do solemnly swear or affirm that I will support the Constitution of the United States, and the Constitution of the State of Oregon, and that I will faithfully, honestly, and impartially discharge the duties of a pro tempore judge of the Clackamas County Justice of the Peace District, according to the best of my ability, and that I will not accept any other office, except judicial offices, during the term for which I have been appointed.



Wm. Bruce Shepley

Subscribed and sworn before me this 16th day of January, 2020.

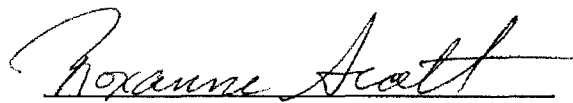


Karen Brisbin
Justice of the Peace
Clackamas County


STATE OF OREGON
JUDICIAL OATH OF OFFICE

STATE OF OREGON)
)ss.
COUNTY OF CLACKAMAS)

I, Roxanne R. Scott, do solemnly swear or affirm that I will support the Constitution of the United States, and the Constitution of the State of Oregon, and that I will faithfully, honestly, and impartially discharge the duties of a pro tempore judge of the Clackamas County Justice of the Peace District, according to the best of my ability, and that I will not accept any other office, except judicial offices, during the term for which I have been appointed.


Roxanne R. Scott

Subscribed and sworn before me this 4 day of March, 2020.


Karen Brisbin
Justice of the Peace
Clackamas County



March 19, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the Rural Strategic Investment Zone (RSIZ) Standardized Agreement
for Coho Distributing LLC, dba Columbia Distributing

Purpose/Outcomes	Approval of the RSIZ Standardized Agreement for Coho Distributing LLC, dba Columbia Distributing
Dollar Amount and Fiscal Impact	See attached Columbia Distributing Tax Savings Estimate.
Funding Source	The RSIZ allows for a tax exemption for property with real market value in excess of the first \$25 million for the first 15 years. At the completion of the exemption, the property will be put back on the tax rolls.
Duration	15 years
Previous Board Action	Policy session was held on February 25, 2020.
Strategic Plan Alignment	<ul style="list-style-type: none">• Grow a vibrant economy: Aligns with the BCC strategic goal of business seeking to locate or expand in Clackamas County will find serviceable commercial or industrial properties that meet their business goals.• Aligns with BCS strategic goal of providing businesses access to innovative tools and programs to help them locate or expand Clackamas County.
Counsel Review	February 26, 2020
Contact Person	Cindy Moore, Economic Development Coordinator, Business & Community Services, 503-742-4328

BACKGROUND:

In August of 2010, the Board of County Commissioners along with City leaders from Canby, Sandy, Estacada, Molalla and portions of Happy Valley established the Rural Strategic Investment Zone (RSIZ). Traded sector businesses investing over \$25 million in new facilities or equipment are eligible for the program. Businesses who qualify will not pay property taxes for 15 years on new plant and equipment investments over \$25 million.

Columbia Distributing is the first business in Clackamas County to apply for the RSIZ tax exemption. Their new 530,000sqft facility in Canby will bring an investment of over \$65,000,000 and at full build out, will bring 300 jobs to the community.

To facilitate the RSIZ, there is a Standardized Agreement between the City of Canby, Clackamas County and Columbia Distributing. The purpose is to define the rights, responsibilities, and obligations of the parties if the exemption is granted.

County Counsel and the Assessor's Office have reviewed and approved the Standardized Agreement.

RECOMMENDATION:

Staff respectfully recommends Board approval of this agreement.

ATTACHMENTS:

- Columbia Distributing – Rural Strategic Investment Zone Standardized Agreement
- Columbia Distributing Tax Savings Estimate

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Laura Zentner". The signature is written in a cursive, flowing style.

Laura Zentner, CPA
Director, Business & Community Services

Columbia Distributing Tax Savings Estimate

	RMV of Existing Land	Total RMV of New Project Improvements	Total RMV w/Existing Land	RMV Cap (w/annual 3% growth)	AV if No Exemption w/3% growth	AV of Taxable Project	Abated AV	2019 Tax Rate	What Taxes Would Be w/o Exemption	Taxes on Taxable Portion w/Exemption	Abated Tax	Estimated Community Service Fee (25% of Abated)
2020	\$8,413,178	\$57,111,610	\$65,524,788	\$25,000,000	\$43,555,154	\$21,802,615	\$21,752,539	17.0320	\$741,831	\$371,342	\$370,489	92,622
2021	\$8,665,573	\$58,245,903	\$66,911,476	\$25,750,000	\$44,861,809	\$22,456,693	\$22,405,115	17.0320	\$764,086	\$382,482	\$381,604	95,401
2022	\$8,925,541	\$59,457,779	\$68,383,320	\$26,522,500	\$46,207,663	\$23,130,394	\$23,077,269	17.0320	\$787,009	\$393,957	\$393,052	98,263
2023	\$9,193,307	\$60,746,073	\$69,939,380	\$27,318,175	\$47,593,893	\$23,824,306	\$23,769,587	17.0320	\$810,619	\$405,776	\$404,844	101,211
2024	\$9,469,106	\$62,109,880	\$71,578,986	\$28,137,720	\$49,021,710	\$24,539,035	\$24,482,674	17.0320	\$834,938	\$417,949	\$416,989	104,247
2025	\$9,753,179	\$63,548,539	\$73,301,718	\$28,981,852	\$50,492,361	\$25,275,206	\$25,217,155	17.0320	\$859,986	\$430,487	\$429,499	107,375
2026	\$10,045,775	\$65,061,618	\$75,107,393	\$29,851,307	\$52,007,132	\$26,033,463	\$25,973,669	17.0320	\$885,785	\$443,402	\$442,384	110,596
2027	\$10,347,148	\$66,648,896	\$76,996,043	\$30,746,847	\$53,567,346	\$26,814,466	\$26,752,879	17.0320	\$912,359	\$456,704	\$455,655	113,914
2028	\$10,657,562	\$68,310,349	\$78,967,911	\$31,669,252	\$55,174,366	\$27,618,900	\$27,555,466	17.0320	\$939,730	\$470,405	\$469,325	117,331
2029	\$10,977,289	\$70,046,141	\$81,023,430	\$32,619,330	\$56,829,597	\$28,447,467	\$28,382,130	17.0320	\$967,922	\$484,517	\$483,404	120,851
2030	\$11,306,608	\$71,856,611	\$83,163,219	\$33,597,909	\$58,534,485	\$29,300,891	\$29,233,594	17.0320	\$996,959	\$499,053	\$497,907	124,477
2031	\$11,645,806	\$73,742,264	\$85,388,070	\$34,605,847	\$60,290,520	\$30,179,918	\$30,110,601	17.0320	\$1,026,868	\$514,024	\$512,844	128,211
2032	\$11,995,180	\$75,703,762	\$87,698,942	\$35,644,022	\$62,099,235	\$31,085,316	\$31,013,919	17.0320	\$1,057,674	\$529,445	\$528,229	132,057
2033	\$12,355,036	\$77,741,917	\$90,096,952	\$36,713,343	\$63,962,212	\$32,017,875	\$31,944,337	17.0320	\$1,089,404	\$545,328	\$544,076	136,019
2034	\$12,725,687	\$79,857,682	\$92,583,369	\$37,814,743	\$65,881,079	\$32,978,411	\$32,902,667	17.0320	\$1,122,087	\$561,688	\$560,398	140,100
									\$13,797,258	\$6,906,560	\$6,890,698	1,722,674

Assumptions:

1. Project is 100% complete with the first year's value representing the 1st year in SIP.
2. An estimated trend for Canby industrial properties was used for the next 15 years. Land and Buildings are trended at the same rate.
3. New project improvements RMV are allocated as outlined by statute ORS 307.123 (1) land, (2) building & structures, (3) M&E, (4) BPP
4. Personal property depreciates at different rates depending on the asset. For the purposes of this example all office furniture and IT equipment were combined and given a 10 year depreciation schedule for simplicity. It's RMV equals it's depreciated value.
5. For simplicity, M&E is assumed to have a depreciation of 6% annually. It's RMV equals it's depreciated value.
6. Tax rate based on tax code area 086-002 and is estimated as 17.0320 for all years.
7. Land off-site improvement costs are excluded as they are not typically valued

**Columbia Distributing
Abated Tax by District**

Abated Assessed Value	21,752,539	22,405,115	23,077,269	23,769,587	24,482,674	25,217,155	25,973,669	26,752,879	27,555,466	28,382,130	29,233,594	30,110,601	31,013,919	31,944,337	32,902,667							1 year - 2020 Estimated Community Service Fee if Uniformly Distributed
Tax Code: 086-002	2019 Tax Rate	Estimated 2020 Abated Tax	Estimated 2021 Abated Tax	Estimated 2022 Abated Tax	Estimated 2023 Abated Tax	Estimated 2024 Abated Tax	Estimated 2025 Abated Tax	Estimated 2026 Abated Tax	Estimated 2027 Abated Tax	Estimated 2028 Abated Tax	Estimated 2029 Abated Tax	Estimated 2030 Abated Tax	Estimated 2031 Abated Tax	Estimated 2032 Abated Tax	Estimated 2033 Abated Tax	Estimated 2034 Abated Tax	Estimated Total Abated Tax	% of Total Rate				
COM COLLEGE CLACKAMAS	0.4750	10,332	10,642	10,962	11,291	11,629	11,978	12,337	12,708	13,089	13,482	13,886	14,303	14,732	15,174	15,629	192,172	2.79%				2,583
ESD CLACKAMAS CO	0.3144	6,839	7,044	7,255	7,473	7,697	7,928	8,166	8,411	8,663	8,923	9,191	9,467	9,751	10,043	10,345	127,198	1.85%				1,710
SCH 086 CANBY	3.9251	85,381	87,942	90,581	93,298	96,097	98,980	101,949	105,008	108,158	111,403	114,745	118,187	121,733	125,385	129,146	1,587,992	23.05%				21,345
Education Total	4.7145																					
CITY CANBY	3.0023	65,308	67,267	69,285	71,363	73,504	75,709	77,981	80,320	82,730	85,212	87,768	90,401	93,113	95,906	98,784	1,214,651	17.63%				16,327
CITY CANBY LOC OPT 2017	0.4900	10,659	10,979	11,308	11,647	11,997	12,356	12,727	13,109	13,502	13,907	14,324	14,754	15,197	15,653	16,122	198,241	2.88%				2,665
COUNTY CLACK CITY	2.0681	44,986	46,336	47,726	49,158	50,633	52,152	53,716	55,328	56,987	58,697	60,458	62,272	64,140	66,064	68,046	836,699	12.14%				11,247
COUNTY EXTENSION SVC	0.0427	929	957	985	1,015	1,045	1,077	1,109	1,142	1,177	1,212	1,248	1,286	1,324	1,364	1,405	17,275	0.25%				232
COUNTY LIBRARY	0.3389	7,372	7,593	7,821	8,056	8,297	8,546	8,802	9,067	9,339	9,619	9,907	10,204	10,511	10,826	11,151	137,110	1.99%				1,843
COUNTY PUBLIC SAFETY LOC OPT 201	0.2480	5,395	5,556	5,723	5,895	6,072	6,254	6,441	6,635	6,834	7,039	7,250	7,467	7,691	7,922	8,160	100,334	1.46%				1,349
COUNTY SOILS CONS	0.0427	929	957	985	1,015	1,045	1,077	1,109	1,142	1,177	1,212	1,248	1,286	1,324	1,364	1,405	17,275	0.25%				232
FIRE 062 CANBY	1.3257	28,837	29,702	30,594	31,511	32,457	33,430	34,433	35,466	36,530	37,626	38,755	39,918	41,115	42,349	43,619	536,343	7.78%				7,209
FD62 CANBY LOC OPT 2016	0.4500	9,789	10,082	10,385	10,696	11,017	11,348	11,688	12,039	12,400	12,772	13,155	13,550	13,956	14,375	14,806	182,058	2.64%				2,447
PORT OF PORTLAND	0.0599	1,303	1,342	1,382	1,424	1,467	1,511	1,556	1,602	1,651	1,700	1,751	1,804	1,858	1,913	1,971	24,234	0.35%				326
REC CANBY AREA PARKS	0.0000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%				0
ROAD DIST 8 CAN	0.0000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%				0
URA CITY CANBY	2.2336	48,586	50,044	51,545	53,092	54,685	56,325	58,015	59,755	61,548	63,394	65,296	67,255	69,273	71,351	73,491	903,656	13.11%				12,147
URA CLACKAMAS COUNTY	0.0103	224	231	238	245	252	260	268	276	284	292	301	310	319	329	339	4,167	0.06%				56
VECTOR CONTROL CLACK CO	0.0056	122	125	129	133	137	141	145	150	154	159	164	169	174	179	184	2,266	0.03%				30
Vector Control Local Option 2015	0.0250	544	560	577	594	612	630	649	669	689	710	731	753	775	799	823	10,114	0.15%				136
Gener Government Total	10.3428																					
COM COLL CLACK BOND	0.1122	2,441	2,514	2,589	2,667	2,747	2,829	2,914	3,002	3,092	3,184	3,280	3,378	3,480	3,584	3,692	45,393	0.66%				610
COM COLL CLACK BOND 2015	0.0374	814	838	863	889	916	943	971	1,001	1,031	1,061	1,093	1,126	1,160	1,195	1,231	15,131	0.22%				203
COUNTY RADIO SYSTEM BOND 2017	0.0814	1,771	1,824	1,878	1,935	1,993	2,053	2,114	2,178	2,243	2,310	2,380	2,451	2,525	2,600	2,678	32,932	0.48%				443
FD62 CANBY BOND 2019	0.2057	4,474	4,609	4,747	4,889	5,036	5,187	5,343	5,503	5,668	5,838	6,013	6,194	6,380	6,571	6,768	83,221	1.21%				1,119
SCH CANBY BOND	1.5380	33,455	34,459	35,493	36,558	37,654	38,784	39,948	41,146	42,380	43,652	44,961	46,310	47,699	49,130	50,604	622,234	9.03%				8,364
Excluded from Limit Total	1.9747																					
Abated Tax:	17.0320	370,489	381,604	393,052	404,844	416,989	429,499	442,384	455,655	469,325	483,404	497,907	512,844	528,229	544,076	560,398	6,890,698					
Community Service Fee	25%	92,622	95,401	98,263	101,211	104,247	107,375	110,596	113,914	117,331	120,851	124,477	128,211	132,057	136,019	140,100	1,722,674	100.00%				92,622

This estimates uses the values and includes the same assumptions as the "Tax Savings Estimate" dated February 13, 2020

Map	Parcel No.
31E34 00100	00797828
31E34 002100	00798051
31E34 02101	00798060
31E34 02200	00798079

CLACKAMAS COUNTY STRATEGIC INVESTMENT ZONE

AGREEMENT BETWEEN

CLACKAMAS COUNTY AND

THE CITY OF CANBY AND

COHO DISTRIBUTING LLC, dba COLUMBIA DISTRIBUTING

Date: March 5, 2020

This is an agreement (the “Agreement”) by and between Clackamas County, a duly constituted governmental entity under the laws of the State of Oregon (the “County”) and the City of Canby, an Oregon municipality (the “City”), and Coho Distributing LLC, dba Columbia Distributing, (the “Company”). Its purpose is to define the rights, responsibilities, and obligations of the County, the City, and the Company in terms of the Clackamas County Strategic Investment Zone.

RECITALS

- A. The County, the City, and the Company all agree that it is in their individual and mutual best interests for the Company to locate its business in Clackamas County.
- B. The County, the City, and the Company recognize that the Company is a capital intensive business as to which the elements of a strategic investment zone are especially important. Capital intensive businesses are especially attractive to the County and the City because these businesses invest in developing the skill levels of their employees, pay their employees higher wages, and contribute in other ways to the economic vitality of a region.
- C. Oregon law at ORS 285C.623 through 285C.639 and in rules established by the Oregon Business Development Department and the Oregon Department of Revenue sets out the establishment and operation of strategic investment zones. Key characteristics of strategic investment zones include:
 - 1. Businesses approved as a strategic investment zone project receive a partial property tax exemption under ORS 307.123 under the terms of which the business must pay full property taxes on the first \$25 million invested. The value of property in excess of that amount is exempt from taxation; however, this cap increases by 3% each year.
 - 2. Businesses approved as a strategic investment zone project must pay an annual Community Service Fee equal to the lesser of 25% of exempt taxes or \$500,000.00.
 - 3. Businesses approved as a strategic investment zone project must enter into a First Source Hiring Agreement, which promotes gainful work for persons already residing in the proximate area or region of the approved project.
 - 4. The Department of Revenue and the County shall make income tax distributions in accordance with ORS 285C. 635(3).

5. The term of the benefits of a strategic investment zone to a specific project is temporary, lasting no longer than 15 years.
- D. On August 19, 2010 the County approved co-sponsorship and operation of the Clackamas County Strategic Investment Zone.
- E. On August 4, 2010 the City approved co-sponsorship and operation of the Clackamas County Strategic Investment Zone.
- F. On August 19, 2010 the County and the City entered into an Intergovernmental Agreement in order to co-sponsor the establishment of the Clackamas County Strategic Investment Zone and set out their respective rights and obligations under its operation.
- G. The Company wishes to place its project (the "Project") within the Clackamas County Strategic Investment Zone, and has filed an application (the "Application"). A copy of the Application is attached as Exhibit "A".
 1. The Project is wholly located within the Clackamas County Strategic Investment Zone. The property is contiguous, and is not within an existing strategic investment zone. The Project is shown on the map in Exhibit "B" and described by a list of affected tax lot numbers in Exhibit "C".
 2. Under the terms of the Application, the Company has requested that the Company receive approval for the tax treatment of the Project within a strategic investment zone.
- H. The County, the City, and the Company have agreed to enter into this Standardized Agreement, which is a requirement of the County and City Intergovernmental Agreement and constitutes the local approval necessary for a strategic investment zone project.

NOW, THEREFORE, in consideration of the following mutual promises the County, the City, and the Company all agree as follows:

1. Limitations on Qualification of the Project for Exemption.
 - A. Only that portion of any property that the Business Development Commission has authorized as an eligible Project shall receive the tax exemption under ORS 307.123.
 - B. All other property not authorized for tax exemption according to Section 1 A above, including portions of the Project constructed prior to submission of an application for project determination to the Business Development Commission, shall be subject to the laws as to tax assessment and collection, without regard

to ORS 307.123. The parties expressly acknowledge and agree that certain construction work, including ground work and the pouring of a concrete slab, were performed prior to Company's submission of its project determination application. As such, the parties anticipate that the Business Development Commission will not consider those portions of the project eligible for tax exemption. The parties further acknowledge and agree that Business Development Commission will make the final decision as to what portions of the project are eligible for tax exemption under ORS 307.123.

2. Term.

This Agreement shall take effect on the date the Oregon Business Development Commission formally authorizes the Company's qualification as an eligible Project in a strategic investment zone. It shall continue for the fifteen tax years described in ORS 307.123.

3. The ORS 307.123 Tax Exemption for the Project.

- A. The Company's Application represents that the Project will have a total investment of \$68,277,098.00. The County, City, and the Company agree that the assessed value of the property associated with the Project shall be calculated according to ORS 307.123.
- B. Taxes assessed on the eligible portion of the Project shall be calculated according to ORS 307.123 for fifteen tax years, commencing with the tax year the Company is first eligible for the calculation.
- C. Pursuant to OAR 123-623-1600(4)(d), the Project will not consist of any property formerly or currently exempt under ORS 285C.175 and the Company shall not acquire status as an authorized business firm for any investment at the same location in an enterprise zone.
- D. The Company shall provide timely information to the Oregon Business Development Department, County Assessor, and or the Department of Revenue as may be requested, required, or otherwise necessary under ORS 307.123 or other applicable laws, including but not limited to information as to the date when any taxable property is initially placed in service, occupied, used, or operated.

4. Obligations of the Company.

- A. The Company shall pay a Community Services Fee ("CSF") for community services support that relates to the direct impact of the eligible project on public services as set forth in this section and ORS 285C.623(4) and other applicable law.
 - 1) Amount. For each year the Company shall pay to the County a CSF as provided in ORS 285C.623(4)(b) an amount equal to 25% of the property taxes that would, but for the tax exemption, be due on the exempt property in each assessment year, but not exceeding \$500,000 in instances where the investment is in Rural SIZ #1 and \$2 million where the investment is in Urban SIZ #2, per eligible project in any year.

2) Due Date. On or before October 25 of each year, the County shall provide the Company with a statement describing CSF calculations and the amount due. The Company upon receiving such statement shall pay the amount due by November 15 of the same year. The CSF payment shall be made to:

Tax Collector
Assessment and Taxation Department
Clackamas County
Development Services Building
150 Beaver Creek Rd.
Oregon City, OR 97045

3) Adjustments. If the assessed value of the property is adjusted after November 15 of any tax year in such a manner that property taxes due from the Company are reduced, and the reduction reduces the CSF for that year, the County shall pay the amount of the reduction of the CSF to the Company, together with interest at the rate established by law for tax refunds under ORS 311.505(2) from the date of payment of the CSF.

a. If the County does not pay the amount by November 10 of the following year, the Company may withhold the unpaid amount, plus interest as provided in this Section, from subsequent CSF payments due from the Company.

b. If the remaining CSF payments due from the Company are less than the amount owed by the County to the Company under this Section, the County shall pay the amount due to the Company not later than December 15 of the year following the year in which the reduction occurs. An appeal of the assessed value does not defer the CSF payment obligation set forth above. Any adjustments based on the outcome of the appeal shall be in accordance with this Section 4-A-3.

4) Late Payment of CSF. Failure to pay the CSF sum in full by the due date shall result in penalty and interest being charged on the past due balance in the same amount as is provided by law for late payment of ad valorem property taxes.

5) Nonpayment of CSF. If the Company fails to pay the CSF by the end of the tax year in which it is due, the tax exemption shall be revoked and the property shall be fully taxable for the tax year following the tax year in which the fee remains unpaid.

B. First Source Agreements.

1) The Company shall enter into a standardized First Source Hiring Agreement (“FSHA”), a copy of which is attached as Exhibit “D” to this Agreement. Its terms are incorporated by reference into this Agreement.

a. If the County designates a Publicly Funded Training Provider, the Company shall enter into a separate FSHA with the designated Publicly Funded Training Provider under substantially the same terms as set out in Exhibit D.

b. If there is a conflict between this Agreement and Exhibit D, this Agreement shall take precedence. If there is a conflict between Exhibit D and the Public Funded Training Provider First-Source Hiring Agreement, Exhibit D shall control.

2) The Company shall enter into a standardized First Source Contracting Agreement (“FSCA”), a copy of which is attached as Exhibit “E” to this Agreement. Its terms are incorporated by reference into this Agreement.

C. Reporting Obligations.

1) In addition to any other report or filing required by law the Company shall file with the Department of Revenue the information required by ORS 308.290 in the form of the annual industrial property return.

2) In addition to any other report or filing required by law the Company shall file with the Oregon Business Development Department and Clackamas County the annual participation report required by ORS 285C.615, along with any other information related to the terms of this Agreement that the County may require.

D. Payment of Property Taxes

The Company shall pay all property taxes owed on the Project on or before November 15th of the tax year in which they were assessed.

5. Obligations of the County and City

The County and the City shall, by action of the respective Commission and Council, affirmatively endorse the Company’s proposed project if the Company

submits a strategic investment zone application in accordance with Oregon statutes, rules, and the County and City strategic investment program.

6. Breach; Default; and Remedy.

A. The County and the City shall each designate a Strategic Investment Zone Manager with the duty to monitor compliance by the Company with the terms of this Agreement. The respective Strategic Investment Zone Managers are:

The County: Strategic Investment Zone Coordinator
Business and Economic Development Department
Development Services Building
150 Beavercreek Rd.
Oregon City, OR 97045

For the City: Economic Development Director
City of Canby
222 NE 2nd Ave.
Canby, OR 97013

Or such other individuals as the City and County may designate from time to time.

B. If either the County or the City has cause to believe that the Company has materially failed to comply with any term of this Agreement, or the FSHA, or the FSCA, and that such failure is not excused, the County and the City shall confer.

1) If, after such consultation and examination, the County continues to believe that the Company has materially failed to comply with one or more terms of this Agreement and the failure is not excused, the County shall notify the Company of this belief and the basis therefore.

2) The Company shall not be deemed to have failed to comply with this Agreement if the failure is caused by a force majeure, as provided under Section 6-I-3 below.

C. Any required notice shall be in writing and shall be sent to the Company at the following address:

Paul Meade, Chief Financial Officer
Columbia Distributing
6840 North Cutter Circle
Portland, OR 97217

Notice sent by regular mail shall be treated as if received on the third day after mailing. Notice hand delivered, sent via electronic mail, or by facsimile transmission shall be treated as having been delivered at the time of transmission, or if the transmission occurred after normal business hours, the next business day, upon confirmation of transmission.

D. Upon receipt of the notice described in Section 5-B above, the Company shall have 45 days to respond in writing. The Company's written response shall be delivered to the County at the address of its Strategic Investment Zone Manager set out in Section 5-A above.

E. The Company's response shall include such supporting documentation as is related to the issues raised by the notice described in Section 5-B above.

1) The County shall have 45 days in which to review and consider the Company's response and to notify the Company in writing if the County believes the Company is not in compliance, and to state the basis for the County's belief.

2) If the County does not give the Company such written notice within 45 days, the matter shall be deemed closed.

F. If the County notifies the Company that the County continues to believe that a failure of performance by the Company has occurred, the matter shall be submitted to mediation in front of a mediator who is an attorney and mutually acceptable to all parties.

1) Such mediation shall take place within 90 days' of a party's receipt of the mediation request, in a neutral location mutually acceptable to all parties.

2) Each party shall be responsible for paying its own costs and expenses (including legal fees, if necessary) for the mediation and share equally the expenses of the mediator.

G. In the event that the mediation is unsuccessful, either party may initiate litigation to resolve the dispute. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

H. Notwithstanding the foregoing, any dispute in which specific performance or injunctive relief is sought need not be submitted to mediation, but may instead be immediately brought by the aggrieved party to an appropriate court.

I. A breach shall be deemed to have occurred if:

- 1) The Company acknowledges that it has failed to comply with its obligations under this Agreement; or
- 2) A court of competent jurisdiction or an arbitrator, in a final judgment that is either nonappealable or whose appeal rights have lapsed, determines that the Company failed to comply with its obligations under this Agreement and the associated law.
- 3) The Company shall not be deemed to have failed to comply with this Agreement if the failure is caused by a force majeure.

a. Force majeure is defined as follows:

- 1) Acts of God; strikes, lockouts or other industrial disturbances; acts of the public enemy; orders or restraints of any kind of the government of the United States of America or of the state wherein the County is located or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; volcanic eruption; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes, or canals; or any similar or different cause or event not reasonably within the control of the Company; and
- 2) Any substantial reduction in market demand for the products produced at the Project which makes it economically infeasible for the Company to operate the Project at a profit and in compliance with this Agreement.

b. To excuse the performance of any obligation of the Company due to force majeure, the Company must notify the County as soon as reasonably possible after the force majeure has occurred and the Company has had an opportunity to determine the effect of the force majeure upon the Company's business and its obligations hereunder.

1) The notice shall state the nature of the occurrence, the anticipated effect of the occurrence on the Company's obligations, and when the Company will be able to resume compliance with this Agreement.

2) If the County, following consultation with the City, does not agree that the Company shall be excused from performance in the manner stated in the Company's notice, the County shall notify the Company within 90 days and the parties shall commence the dispute resolution procedures set out above.

J. Sanctions.

1) If the breach relates to a failure of the Company to pay the CSF or any other payment the Company is required to pay to the County under this Agreement or Oregon law, the County shall be entitled to the amount of the delinquency, plus interest in the amount set forth in Section 4 (A)(4), and in addition may recover the following penalties:

a. If the payment is made more than ten days after the payment is due and written demand has been made to the Company for payment, the County shall be entitled to receive a penalty of 10% of the delinquent amount.

b. If the payment is made more than 45 days after the payment is due and written demand has been made to the Company for payment, the County shall be entitled to receive a penalty of 100% of the delinquent amount.

c. If the Company fails to pay by the end of the tax year in which it is due, the tax exemption provided by ORS 307.123 shall be revoked and the property shall be fully taxable for the tax year following the tax year in which the fee remains unpaid.

2) If the breach relates to a failure of the Company to notify the County in accordance with the FSHA of the Company's hiring needs for job openings, the Company shall pay to the County an amount equal to twice the average gross annual salary plus benefits for the median wage paid at the Project by the Company.

If the Company fails to act in good faith to meet its obligations under the FSHA, and the failure results in effective abandonment of the FSHA by the Company, the Company shall pay as an additional payment to the County 75% of the annual payment calculated according to ORS 307.123 for each year the abandonment continues. It shall not constitute an abandonment if the Company's failure is due to nonperformance by the County of its obligations under the FSHA.

3) If the breach relates to a failure of the Company to notify the County in accordance with the FSCA of the Company's contracting opportunities, the Company shall pay as an additional payment to the County an amount equal to twice the cost of the Project, including all overhead and profit.

If the Company fails to act in good faith to meet its obligations under the FSCA, and the failure results in effective abandonment of the FSCA by the Company, the Company shall pay as an additional payment to the County 75% of the annual payment calculated according to ORS 307.123 for each year the abandonment continues. It shall not constitute an abandonment if the Company's failure is due to nonperformance by the County of its obligations under the FSCA.

4) If the breach relates to a failure of the Company to meet its reporting requirements under this Agreement or related law, the Company shall pay to the County twice the amount necessary to have an auditor investigate and prepare any report.

5) Any funds collected under Section 6-J above shall be held in a segregated fund for the Shared Community Services fund set out in Exhibit C to the Clackamas County Strategic Investment Zone #1 Intergovernmental Agreement.

7. General Terms.

A. No discrimination: No persons shall be denied or subject to discrimination in receipt of the benefits of any services or activities made possible by or resulting from the Agreement on the grounds of sex, sexual orientation, gender identity, race, color, creed, marital status, age, national origin, mental health or physical handicap, disabled or Vietnam era veteran status (except where there are bona fide occupational qualifications). Any violation of this provision shall be considered a material breach of the Agreement.

B. Public contracts: If applicable, the requirements of the Oregon Revised Statute Chapters 279A and B are incorporated herein by reference. This provision is intended to incorporate only those provisions which are required for all public contracts. The parties acknowledge that other portions of ORS Chapter 279 do not apply; that this Agreement is not one for a public improvement or public work; and the wages and other compensation paid by the Company to its employees are not subject to ORS Chapters 279A and 279B.

C. Governing law: This Agreement shall be governed by the law of the State of Oregon. Any actions or suits commenced in connection with this Agreement shall be in the Clackamas County Circuit Court or Federal District Court for Oregon.

D. Complete Agreement: This Agreement and its attached exhibits are the complete agreement between the parties and supersede all prior agreements or proposals, oral or written. No modifications to this Agreement will be binding on any party except as a written addendum signed by authorized agents of each party.

E. Waiver of Rights: All rights and remedies of each party shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of either party according to law.

F. ORS 307.123 Payments Not Property Taxes: The parties acknowledge that any payments required under this Agreement do not constitute property taxes and are not subject to the limits under Section 11b, Article XI of the Oregon Constitution.

G. Corporate Dissolution or Bankruptcy: In the event of a corporate dissolution or a bankruptcy proceeding under the Federal Bankruptcy Code, the full real market value of the Project shall be placed on the tax roll as taxable property.

H. Successors and Assigns: Each and every provision of the Agreement is binding on any and all successors in interest to the applicant by virtue of sale, lease, assignment, merger, or any other transfer of any interests in the applicant corporation to any other person or entity, whether voluntary or involuntary

I. Good Faith Tax Contests Permitted: Nothing in this Agreement shall be construed as:

- a. Preventing the Company from contesting in good faith any tax, assessment, fees or charges assessed against it by the taxing authority; or
- b. Granting rights to any employee of the Company.

J. No Third Party Beneficiaries: The obligations of the Company in this Agreement are for the benefit of the County and the City, and for the general benefit of their citizens. No individual or entity not a party to this Agreement shall be treated as a third party beneficiary of this Agreement.

K. Counterparts: This Agreement may be signed in counterparts; when each party has signed a counterpart all parties shall be bound by this Agreement.

L. Debt Limitation. This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

CLACKAMAS COUNTY

CITY OF CANBY

JIM BERNARD
Chair

BRIAN HODSON
Mayor

Date: _____

Date: _____

Recording Secretary

Recorder

Reviewed for legal sufficiency
and form:

Reviewed for legal sufficiency
and form:

Counsel

Counsel

COHO DISTRIBUTING LLC, dba COLUMBIA DISTRIBUTING

INSERT NAME OF OFFICER: _____

Date: _____

INSERT NOTARY BLOCK FOR OFFICER OR OFFICERS



March 19, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

A Board Order Approving Tax Foreclosed Properties for Declaration as Surplus

Purpose/Outcomes	Return tax foreclosed parcels to the tax rolls.
Dollar Amount and Fiscal Impact	Dollar amount varies depending on sale results.
Funding Source	N/A
Duration	Management and disbursement of tax foreclosed and surplus properties is ongoing.
Strategic Plan Alignment	1. Management of tax foreclosed properties aligns with BCS – Property Disposition’s strategic goal of returning assets to the tax rolls for public benefit. 2. Build public trust through good government by managing tax foreclosed properties for public benefit.
Previous Board Action	A Study Session with the Board of County Commissioners was held on February 25, 2020 to discuss these parcels. The Board approved the parcels to be declared as surplus for sale or distribution.
Counsel Review	This Board Order was reviewed and approved by County Counsel on February 26, 2020.
Contact Person	Rick Gruen, Property Disposition Manager 503.742.4345

BACKGROUND: Clackamas County’s Department of Assessment and Taxation annually forecloses on tax-delinquent properties. The foreclosure process is a six year process – taxes must be delinquent for three years, then a two year judgment is filed and in the sixth year foreclosure occurs and the property is deeded to the County in lieu of uncollected taxes. Following the recording of the deed in the County’s name, the management and disposition of the property is then transferred to the Property Disposition Division of the Department of Business and Community Services. The Property Disposition Division is tasked with managing, administering and dispersing tax foreclosed real property assets in a cost effective manner that will provide a County public benefit. No General Fund resources are allocated to this program.

RECOMMENDATION: Staff recommends the Board of County Commissioners approve the list of tax foreclosed properties for declaration as surplus. Minimum bid amounts will be based on the respective appraisals.

ATTACHMENTS: Board Order

Respectfully submitted,

Laura Zentner, CPA
Director, Business & Community Services

In the Matter of the Sale of Real
Property acquired by Clackamas
County by tax deed, gift or purchase.

ORDER NO.

Page 1 of 3

This matter coming before the Board of County Commissioners at this time, and it appearing to the Board that the real property parcels listed below, having been acquired by Clackamas County by tax deed, gift or purchase, are not currently in use for County purposes; and

IT FURTHER APPEARING a list of the proposed auction properties was circulated and reviewed by County Department Heads and other governmental agencies within Clackamas County and are therefore presumed surplus.

IT FURTHER APPEARING to the Board that the following properties should be offered for public sale for not less than the minimum price specified herein and in compliance with applicable portions of ORS Chapter 275.110;

NOW, THEREFORE, the Board finds that the real property parcels listed below are surplus, and selling them is in the best interest of the citizens of Clackamas County.

IT IS HEREBY ORDERED that the following properties shall be offered for sale for not less than the minimum price specified herein and in compliance with the applicable portions of ORS Chapter 275.110.

Parcels may be encumbered with restrictions, easements, conditions and covenants.

**Clackamas County Surplus Real Estate Public Oral Auction
TBD**

Description	Assessed Real Market Value \$	Minimum Bid \$	Deposit Amount- 20% of the Minimum Bid
21E11CB7P410 and S106 <ul style="list-style-type: none">Improved parking space and storage unit only.Approximately .01 acres	\$10,410	\$10,410	\$2,082
22E15C 00702 <ul style="list-style-type: none">Unimproved Parcel – off Clackamas River Drive.Approximately 1.37 acres.	\$39,824	\$75,000	\$15,000
24E13DB02332 <ul style="list-style-type: none">Unimproved Parcel –39555 Stefenee Court Sandy, OR 97055Approximately .14 acres	\$83,640	\$25,000	\$5,000

In the Matter of the Sale of Real
Property acquired by Clackamas
County by tax deed, gift or purchase.

ORDER NO.

Page 2 of 3

Description	Assessed Real Market Value \$	Minimum Bid \$	Deposit Amount- 20% of the Minimum Bid
26E20CC00100 <ul style="list-style-type: none"> • Unimproved Parcel – off of Summertime Drive and HWY 26 • Approximately .52 acres 	\$65,572	\$16,393	\$3,279
26E22BD00500 <ul style="list-style-type: none"> • Improved Parcel- 59175 E Chalet Place Sandy, OR 97055 • Approximately .17 acres 	\$88,071	\$90,000	\$18,000
26E24CC00200, 700, 1300, and 1400 <ul style="list-style-type: none"> • Unimproved Parcels- Located North of Brightwood Loop and crossing the Sandy River • Approximately 7.71 acres combined 	\$32,890	\$8,223	\$1,645
26E24CD01700, 1800, 2000, 2100, 2200, 2300, and 2600 <ul style="list-style-type: none"> • Unimproved Parcels- Located North of Brightwood Loop and crossing the Sandy River. • Approximately 4.80 acres combined. 	\$134,247	\$33,562	\$6,712
26E24DC01200, 2100, and 2300 <ul style="list-style-type: none"> • Unimproved Parcels- Located West of Brightwood Bridge Road and crossing the Sandy River • Approximately .18 acres combined 	\$13,088	\$3,272	\$654
27E30BC03200 <ul style="list-style-type: none"> • Unimproved Parcel- Located East of Brightwood Loop Road and next to the Sandy River • Approximately 1.76 acres 	\$24,576	\$6,144	\$1,229
27E32BC11000 and 11500 <ul style="list-style-type: none"> • Unimproved Parcel- Located off of HWY 26 and Lataurelle • Approximately .24 acres combined 	\$37,758	\$28,319	\$5,664
31E01AD01900 <ul style="list-style-type: none"> • Improved Parcel- 116 Barker Road Oregon City, OR 97045 • Approximately .41 acres 	\$355,419	\$280,000	\$56,000
37E09CA00400, 500, and 501 <ul style="list-style-type: none"> • Unimproved Parcel- Located off of Manape Drive in Welches • Approximately 2.64 acres combined 	\$219,889	\$109,945	\$21,989

In the Matter of the Sale of Real
Property acquired by Clackamas
County by tax deed, gift or purchase.

ORDER NO.

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73E 03501	\$175,211	\$131,408	\$26,282
<ul style="list-style-type: none">Improved Parcel- Located off of Molalla Forest RoadApproximately 1.76 acres			

IT IS FURTHER ORDERED that the Sheriff of Clackamas County, Oregon be and is hereby directed and authorized to sell the above described properties in the manner provided by law and for not less than the minimum price herein determined; and

IT IS FURTHER ORDERED that the Sheriff of Clackamas County, Oregon is hereby directed to advertise the sale of the above described property in a newspaper of general circulation, circulated and published in Clackamas County, once a week for four consecutive weeks prior to such sale. Such notice shall include the date, time and place of sale, the description of the properties or interests therein to be sold, the market value of the properties or interests as determined by a certified appraiser or the Clackamas County Department of Taxation and Assessment, the minimum price as fixed by the Board at the date of this order. The Sheriff shall further make a proof of publication of such notice in the same manner as proof of publication of summons is made and shall file such proof of publication with the county clerk. Copies of all Sheriff Sale documents shall be forwarded to the Property Resources section upon sale completion; and

IT IS FURTHER ORDERED that the Director or Deputy Director of Business and Community Services, is hereby authorized to act as representative of the Board of County Commissioners in the acceptance and execution of all documents necessary for the sales; and that the Director of Finance for Clackamas County is hereby authorized to execute all necessary documentation for the fulfillment of any contracts of sale associated with these sales at the time of fulfillment, as representative for the Board of County Commissioners.

DATED this 19th day of March, 2020

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



March 19, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Resolution Authorizing Business and Community Services (BCS) - Clackamas County Parks to apply for a Local Government Grant from the Oregon Parks and Recreation Department for Rehabilitation of the Stone Creek Golf Club Irrigation Pond

Purpose/Outcomes	The Oregon Parks & Recreation Local Government Grant program provides funding for infrastructure improvements in county parks through Oregon lottery fund distributions. BCS - County Parks division is applying for funding to rehabilitate an irrigation pond at their Stone Creek Golf Club.
Dollar Amount and Fiscal Impact	The project cost estimate is \$300,000 and will include bank stabilization and pond rehabilitation. The grant requires a 50% project cost match, which has been budgeted in the FY 20/21 Stone Creek Golf Club Fund.
Funding Source	Oregon Parks and Recreation Dept. and BCS - Clackamas County Parks Division
Duration	October 2020 through September 2022
Strategic Plan Alignment	<ul style="list-style-type: none"> Aligns with BCS – Stone Creek Golf Club priority of providing the community with a well-maintained golf course Aligns with the BCC priority to <i>Honor, Utilize, Promote and Invest in our Natural Resources</i> by properly managing the pond and wetlands at Stone Creek Golf Course
Previous Board Action	None
Counsel Review	This resolution has been reviewed and approved by County Counsel on March 10, 2020.
Contact Person	Rick Gruen, Manager County Parks & Forest, 503-742-4345

BACKGROUND:

Stone Creek Golf Club located south of Oregon City just off Hwy. 213/Leland Road is a vital outdoor recreation asset of Business & Community Services (BCS) - County Parks division. This public course provides golf rounds and golf related services to charities, businesses, and the golfing community of all ages at an affordable price. Land for the course was purchased and developed by Business & Community Services - County Parks division in 2000 to generate a long-term sustainable revenue stream to support operation and maintenance needs in the BCS - County Parks division. The Stone Creek Golf Club opened in 2002 and is laid out over 120 acres, showcasing old-growth Douglas firs, two ponds, four wetlands, 43 bunkers and almost three miles of public trails. Rehabilitation of the irrigation pond is critical for infrastructure integrity and long-term revenue stability of the golf course.

The State of Oregon, through its Department of Parks and Recreation (the "State"), is currently accepting applications for its Local Government Grant program. The State requires, as part of its grant submission process, the governing body of the local government pass a resolution in support of the grant application.

A Clackamas County Grant Life Cycle Process Form has been completed and is also attached for signature.

The Stone Creek Golf Club has sufficient funds in its current budget to cover the grant's 50% cost match requirements, estimated to be \$150,000. Upon approval of the requested Resolution and Grant Life Cycle Process Form, staff will submit the grant application to the State.

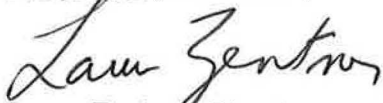
RECOMMENDATION:

Staff respectfully recommends the Board approve the attached Resolution, Grant Life Cycle Process Form and delegate authority to the Deputy Director of Business and Community Services to sign the grant application.

ATTACHMENTS:

1. Resolution Authorizing Clackamas County Parks to Apply for a Local Government Grant
2. Grant Life Cycle Process Form

Respectfully submitted,



Laura Zentner, Director
Business and Community Services

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

In the Matter of Authorizing Business & Community Services County Parks Division to Apply for a Local Government Grant from Oregon Parks and Recreation Department for Rehabilitation of the Stone Creek Golf Club Irrigation Pond and Delegates Authority to the Deputy Director of Business and Community Services to Sign the Application



Resolution No. _____
Page 1 of 1

Whereas, this matter coming regularly before the Board of County Commissioners of Clackamas County (the “Board”), and it appearing that the State of Oregon, Parks and Recreation Department, is accepting applications for the Local Government Grant program (the “Program”); and

Whereas, Business & Community Services - County Parks division desires to participate in the Program to the greatest extent possible as a means of providing needed funding for park and recreation capital rehabilitation projects; and

Whereas, the Board and Business & Community Services Department staff have identified the Stone Creek Golf Club Irrigation Pond rehabilitation project as a high priority need within the Clackamas County Parks’ system; and

Whereas, the Stone Creek Golf Club Irrigation Pond rehabilitation project will provide for bank stabilization and the addition of a pond liner to prevent water loss in ponds located within the Stone Creek Golf course; and

Whereas, Business & Community Services – Stone Creek Golf Club division has identified in its fiscal year 2020-21 budget matching funds to fulfill its share of obligation related to the Program should the grant funds be awarded; and

NOW THEREFORE, the Clackamas County Board of Commissioners do hereby resolve and affirm that:

The Clackamas County Board of Commissioners supports the submittal of a grant application to the State of Oregon Parks and Recreation Department for the rehabilitation of the Stone Creek Golf Club Irrigation Pond project and delegates authority to the Deputy Director of Business and Community Services to sign the grant application.

DATED this _____ day of _____, 2020

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary