



AGENDA

Thursday, April 3, 2014 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2014-20

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

II. HOUSING AUTHORITY CONSENT AGENDA

1. Approval of Resolution # 1904: Housing Authority Fiscal Year 2014 Annual Plan

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

- 2 1. Presentation Acknowledging Child Abuse Prevention Month in Clackamas County
(Rod Cook, Children, Youth & Families)

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

V. PUBLIC HEARING *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the 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.)*

- 3 1. First Reading of Ordinance No. _____ Amending Title 6 Public Protection of the Clackamas County Code and Adding Section 6.12 Declaring a Moratorium on Medical Marijuana Facilities and Declaring an Emergency (Stephen Madkour, County Counsel)

VI. DISCUSSION ITEMS *(The following items will be individually presented by County staff or other appropriate individuals. Citizens who want to comment on a discussion item may do so when called on by the Chair.)*

~NO DISCUSSION ITEMS SCHEDULED

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 Study Session. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

A. Department of Transportation & Development

4

1. Approval of a Project Memorandum of Agreement with Western Federal Lands Highway Division for the OR Clackamas 37005 (1) Lola Pass Alternatives Study

B. Central Communications (C-COM)

5

1. Approval of an Intergovernmental Agreement for the Metropolitan Area Joint Computer Aided Dispatch (CAD) System with the City of Lake Oswego Communications and Washington County Consolidated Communications Agency

C. Elected Officials

6

1. Approval of Previous Business Meeting Minutes – BCC

D. Tourism and Cultural Affairs

7

1. Resolution No. _____ Supporting Efforts to Establish a Willamette State Heritage Area & Urging Designation of Such by the Oregon Heritage Commission

E. Business & Community Services

8

1. Board Order No. _____ Approving the Clackamas County Public Oral Auction to Disperse Tax Foreclosed and Surplus Properties on May 14, 2014

VIII. WATER ENVIRONMENT SERVICES

9

1. Approval of a Construction Agreement between Clackamas County Service District No. 1 and Stettler Supply & Construction for the Kellogg Creek WPCP Primary Clarifier No. 1 Rebuild Project

IX. COUNTY ADMINISTRATOR UPDATE

X. COMMISSIONERS COMMUNICATION

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

www.clackamas.us/bcc/business.html



COPY

Cindy Becker
Director

April 3, 2014

Housing Authority of Clackamas County
Board of Commissioners

Members of the Board:

Approval of Resolution # 1904: Housing Authority Fiscal Year 2014 Annual Plan

Purpose/Outcomes	Approval of the Housing Authority of Clackamas County's (HACC) Fiscal Year 2014 Annual Plan.
Dollar Amount and Fiscal Impact	Approval by the Housing Authority Board of Commissioners and the U.S. Department of Housing and Urban Development (HUD) ensures renewed funding to the Housing Authority to operate its programs
Funding Source	N/A
Safety Impact	N/A
Duration	Plan is effective 7/1/2014 through 6/30/2015
Previous Board Action	FY 2014 Annual Plan Public Hearing at the March 20th, 2014 HACC Board of County Commissioners meeting
Contact Person	Chuck Robbins - Executive Director, Housing Authority 503-650-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department is required to provide an annual update to the U.S. Department of Housing and Urban Development (HUD) regarding the Housing Authority's policies, rules, and requirements concerning its operations, programs and services. The Annual Plan can be amended during the implementation year by calling a public hearing in front of the Board of County Commissioners and by providing notification of the amendment of modification to HUD. The amendment will be approved in accordance with HUD's plan review procedures, as provided in the Code of Federal Regulations (CFR) 903.23.

Per the requirements of the Quality Housing and Work Responsibility Act (QHWRA) of 1998, this 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 14th, 2014 to review the Annual Plan. On January 3rd, 2014, HACC published a public notice opening the Annual Plan for public review and comments from January 23rd, 2014 through March 10th, 2014. The Annual Plan was made available at the HACC Administrative Office, HACC Property Management Offices, Clackamas County Oak Grove Library, and was posted on HACC's website. During the public review period one comment was received from Legal Aid Services of Oregon. The full text is included at the end of the Plan.

A public notice was published on January 3rd, 2014 for the public hearing which was held in front of the Board on March 20th, 2014. At that public hearing no comments were received.

Healthy Families. Strong Communities.

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www.clackamas.us/community_health

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

In the Matter of Approving the Housing Authority's FY 2014 Annual Plan (Agency Plan), and related Certifications and Attachments

RESOLUTION NO. 1904

WHEREAS, the Housing Authority of Clackamas County (HACC), Oregon has developed a streamlined FY 2014 Annual Plan (Agency Plan) and

WHEREAS, the Agency Plan must be updated each year, and

WHEREAS, the Agency Plan and its attachments, was developed using the required HUD templates and with input and recommendations from an established Resident Advisory Board (RAB) on January 14, 2014, and

WHEREAS, the Agency Plan and its attachments were advertised in the Oregonian for public review and comment from January 23, 2014 through March 10, 2014, and

WHEREAS, the Agency Plan and its attachments were discussed and testimony was taken at a public hearing in front of the HACC's Board of Commissioners on March 20, 2014, and

WHEREAS, HUD requires HACC Board approval in the form of a board resolution, and

WHEREAS, the Agency Plan and required attachments and certifications are to be submitted to the HUD at least 75 days prior to the effective date of July 1, 2014,

NOW THEREFORE BE IT RESOLVED that the Agency Plan, its attachments and its certifications are approved, and the Executive Director of the Housing Authority of Clackamas County is authorized to submit these documents to HUD.

DATED this ____ day of _____, 2014

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

John Ludlow, Chair

Recording Secretary

PHA 5-Year and Annual Plan

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

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

1.0	PHA Information PHA Name: Housing Authority of Clackamas County PHA Code: OR001 PHA Type: <input type="checkbox"/> Small <input checked="" type="checkbox"/> High Performing <input type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY):07/2014				
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: 545 Number of HCV units: 1630				
3.0	Submission Type <input type="checkbox"/> 5-Year and Annual Plan <input checked="" type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only				
4.0	PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)				
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program
					PH HCV
	PHA 1:				
	PHA 2:				
	PHA 3:				
5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.				
5.1	Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: N/A				
5.2	Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. N/A				

PHA Plan Update

(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:

Housing Authority of Clackamas County (HACC) Agency-Wide Updates

- 1) A new Advisory Board known as the "Clackamas Housing Advisory Board" will be formed in 2014 to advise the Housing Authority Board of Commissioners. The Board will advise on policy matters, housing issues, and programs and services for the low and moderate income residents of Clackamas County.
- 2) HACC may submit a Move to Work (MTW) application in FY 2014.
- 3) HACC has made a preliminary award of Project Based Vouchers to a project awarded under the Request for Proposals (RFP) for Supportive Housing issued in March 2013. HACC will implement a Housing Assistance Payment (HAP) contract with the project after final HUD approval is received. 20 Project Based Vouchers will be provided to units at Chez Ami (owned by Central City Concern).
- 4) HACC is a partner in the regional "Housing Works" Department of Labor grant which provides employment and training opportunities for residents of the Public Housing and Housing Choice Voucher programs. Program implementation will continue through October, 2015.
- 5) HACC will continue to implement its fair housing activities in FY 2014. These will include continuation of the landlord newsletter and training program, small area rents, turn back analysis, Limited English Proficiency access to documents, and updating the list of Clackamas County Accessible units.
- 6) HACC will issue a Request for Proposals (RFP) for housing development in FY 2014. Public Housing disposition funds and Project Based Vouchers will be included as HACC resources to award under this RFP.
- 7) HACC anticipates converting Shelter plus Care (S+C) Vouchers to sponsor-based in FY 2014. This will tie the vouchers to specific housing providers and properties.

6.0

Housing Choice Voucher Updates

- 1) HACC received renewed funding for 1.5 FTE FSS staffing.

Administrative Plan Policy Changes:

See **Attachment A** for a summary of Administrative Plan changes.

Public Housing/Asset Management Updates

1. In FY 2014, HACC will be opening up to six of its eighteen waiting lists, following a purge of the lists to determine applicants who are still interested in remaining on the waiting list.
2. HACC has appointed a new Resident Advisory Board.
3. HACC has updated its Admissions and Continued Occupancy Policy (ACOP). The update includes HUD mandated regulatory changes, clarifications, and the addition of a \$50.00 minimum rent. See **Attachment B** for the HACC policy on the \$50.00 minimum rent.

Development Updates

HACC will complete the renovation of the Easton Ridge Apartments in June 2014. The project will convert to permanent financing in October 2014. The complex will operate as a Low Income Housing Tax Credit (LIHTC) property for the next 15 years.

6.0

(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.

- Housing Authority Administrative Office, 13930 S Gain Street, Oregon City, OR
- Housing Authority Clackamas Heights Property Management Office, 13900 S Gain Street, Oregon City, OR
- Housing Authority Hillside Property Management Office, 2889 Hillside Court, Milwaukie, OR
- Housing Authority Website: <http://www.clackamas.us/hacc>
- Clackamas County Public Library located at 16201 S.E. McLoughlin, Oak Grove, OR

7.0	<p>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. <i>Include statements related to these programs as applicable.</i></p> <ol style="list-style-type: none"> HACC has made a preliminary award of Project Based Vouchers to a project awarded under the Request for Proposals (RFP) for Supportive Housing issued in March 2013. HACC will implement a Housing Assistance Payment (HAP) contract with the project after final HUD approval is received. 20 Project Based Vouchers will be provided to units at Chez Ami (owned by Central City Concern). HACC anticipates continuing its efforts to identify Mixed Finance Modernization or Development opportunities which could include the Rental Assistance Demonstration (RAD) program, and a combination of public housing and Project Based Section 8/Low Income Housing Tax Credit (LIHTC) units. HACC anticipates submitting an Inventory Removal Application to HUD's Special Applications Center (SAC) in FY 2014 for approval to sell up to 145 scattered site public housing units in addition to the 21 that HACC already has SAC approval to sell. HACC does not anticipate a Homeownership program in FY 2014. Referrals to community organizations that provide home ownership assistance will be made by HACC resident services staff. HACC anticipates using Project Based Section 8 vouchers in FY 2014. HACC will issue a Request for Proposals (RFP) for housing development in FY 2014. Public Housing disposition funds and Project Based Vouchers will be included as HACC resources to award under this RFP.
8.0	<p>Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable. N/A per 24 CFR Parts 903, 905, 941, <i>et al.</i></p>
8.1	<p>Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i>, form HUD-50075.1, for each current and open CFP grant and CFFP financing. N/A per 24 CFR Parts 903, 905, 941, <i>et al.</i></p>
8.2	<p>Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i>, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan. N/A per 24 CFR Parts 903, 905, 941, <i>et al.</i></p>
8.3	<p>Capital Fund Financing Program (CFFP). <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements. N/A</p>
9.0	<p>Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. See Attachment C: Housing Needs Table and Statement of Housing Needs</p>
9.1	<p>Strategy for Addressing Housing Needs. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan. N/A</p>

10.0	<p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.</p> <ul style="list-style-type: none"> • HACC continues to participate in the Clackamas County Homeless Council. In this capacity, HACC continues to apply for and receive Continuum of Care funds for the Shelter plus Care (S+C) program and the Janssen Transitional Housing Program. • HACC has achieved a High Performer rating on its Section Eight Management Assessment Program (SEMAP). • HACC continues to be a High Performer in Public Housing. • HACC continues to use its Easton Ridge property to further provide affordable housing. Easton Ridge currently accepts Section 8 Vouchers, Shelter + Care and VASH participants. • HACC continues to apply for and receive grant funding for 1.5 FTE housing choice voucher family self-sufficiency coordinators. • HACC utilized 100% of its HCV Housing Assistance grant. • HACC has consistently maintained high occupancy rates at 95% or greater in an efforts to serve those on the waitlist as quickly as possible. <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"</p> <p>Discretionary changes (changes which are not mandated by regulation) in the plans or policies of the HACC which fundamentally change the mission, goals, objectives, or plans of the agency and which require formal approval of the Board of Housing Authority Commissioners. Discretionary changes include Capital Fund items that have a total expense in excess of \$250,000 in any single year.</p>
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11.0	<p>Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</p> <p>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</p> <p>(g) Challenged Elements</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</p>
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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic 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 and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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

Instructions form HUD-50075

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

1.0 PHA Information

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

2.0 Inventory

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

3.0 Submission Type

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

4.0 PHA Consortia

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

5.0 Five-Year Plan

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

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

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

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

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

PHA Plan Elements. (24 CFR 903.7)

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

2. **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.

3. **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.

4. **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA.

5. **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.

6. **Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall include the following information: 1) development name and number; 2) designation type; 3) application status; 4) date the designation was approved, submitted, or planned for submission, and; 5) the number of units affected.

7. **Community Service and Self-Sufficiency.** A description of: (1) Any programs relating to services and amenities provided or offered to assisted families; (2) Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; (3) How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. (**Note: applies to only public housing.**)

8. **Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.

9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.
10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.
11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.
12. **Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.
13. **Violence Against Women Act (VAWA).** A description of: 1) Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; 2) Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and 3) Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

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

- (a) **Hope VI or Mixed Finance Modernization or Development.** 1) A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI, Mixed Finance Modernization or Development, is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>
- (b) **Demolition and/or Disposition.** With respect to public housing projects owned by the PHA and subject to ACCs under the Act: (1) A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm
Note: This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed.
- (c) **Conversion of Public Housing.** With respect to public housing owned by a PHA: 1) A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or

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

- (d) **Homeownership.** A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.
- (e) **Project-based Vouchers.** If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

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

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

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

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

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

8.2 Capital Fund Program Five-Year Action Plan

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

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

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

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

9.0 Housing Needs. Provide a statement of the housing needs of families residing in the jurisdiction served by the PHA and the means by which the PHA intends, to the maximum extent practicable, to address those needs. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).

9.1 Strategy for Addressing Housing Needs. Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).

10.0 Additional Information. Describe the following, as well as any additional information requested by HUD:

- (a) **Progress in Meeting Mission and Goals.** PHAs must include (i) a statement of the PHAs progress in meeting the mission and goals described in the 5-Year Plan; (ii) the basic criteria the PHA will use for determining a significant amendment from its 5-year Plan; and a significant amendment or modification to its 5-Year Plan and Annual Plan. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).
- (b) **Significant Amendment and Substantial Deviation/Modification.** PHA must provide the definition of "significant amendment" and "substantial deviation/modification". (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.)

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

11.0 Required Submission for HUD Field Office Review. In order to be a complete package, PHAs must submit items (a) through (g), with signature by mail or electronically with scanned signatures. Items (h) and (i) shall be submitted electronically as an attachment to the PHA Plan.

- (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*
- (b) Form HUD-50070, *Certification for a Drug-Free Workplace (PHAs receiving CFP grants only)*
- (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions (PHAs receiving CFP grants only)*
- (d) Form SF-LLL, *Disclosure of Lobbying Activities (PHAs receiving CFP grants only)*
- (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet (PHAs receiving CFP grants only)*
- (f) Resident Advisory Board (RAB) comments.
- (g) Challenged Elements. Include any element(s) of the PHA Plan that is challenged.
- (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report (Must be attached electronically for PHAs receiving CFP grants only)*. See instructions in 8.1.
- (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan (Must be attached electronically for PHAs receiving CFP grants only)*. See instructions in 8.2.

ATTACHMENT A: Summary of Housing Choice Voucher Administrative Plan Policy Changes: 2014

	New Policy Summary	Old Policy Language	New Policy Language	Chapter	Page
1	<i>Family Absence from the Unit:</i> Failure to notify HACC of family absences greater than 21 days can result in termination from the Voucher program.	Did not reference program termination.	For anticipated absences of more than 21 consecutive days, the family must notify the HACC, in writing, within the first week of the absence. Failure to do so can result in termination from the program.	3	3-8
2	<i>Absent Due to Incarceration:</i> Failure to notify HACC of a family member's incarceration that is longer than 30 days can result in termination from the Voucher program.	Did not reference program termination.	If any adult family member is incarcerated for a period of more than 30 consecutive calendar days, that person will no longer be considered a family member. The family is obligated to report this information to HACC and failure to do so can result in a termination from the program. The family must submit a document from the court or institution indicating the length of incarceration.	3	3-9
3	<i>Live-in Aide:</i> A current member of a household's family cannot become a live-in aide.	Did not reference current family members.	A live-in aide must be required for 24-hour care and will be required to submit a certification stating that as a live-in aide they are (1) not obligated for the support of the person(s) needing the care, (2) would not be living in the unit except to provide the necessary supportive services, and (3) does not hold other full-time employment. A member of a household family cannot change and become a Live-In-Aide due to this definition. The live-in aide must provide a valid photo ID, SSN and must sign all applicable authorization forms for release of information.	3	3-10
4	<i>Preference Vouchers:</i> Reduction in the maximum	- Shelter Plus Care : 20	- Shelter Plus Care : 7 vouchers - Bridges to Housing: 10 vouchers	4	4-9

	<p>amount of preference vouchers that will be issued to:</p> <ul style="list-style-type: none"> - Shelter Plus Care Participants - Bridges to Housing Participants - Transitional Housing referrals - Victims of Domestic Violence 	<p>vouchers</p> <ul style="list-style-type: none"> - Bridges to Housing: 35 Vouchers - Transitional Housing: 20 vouchers - Victims of Domestic Violence: 24 vouchers 	<ul style="list-style-type: none"> - Transitional Housing: 15 vouchers - Victims of Domestic Violence: 20 vouchers 		4-12
5	<p><i>Preference Vouchers:</i> Removal of preference voucher categories for:</p> <ul style="list-style-type: none"> - Medical absences greater than 180 days - SHP Permanent Supportive Housing Project - 10% of all vouchers targeted at victims of domestic violence - WICCO Adult Ex-Offenders grant 	n/a	n/a	4	4-9 - 4-12
6	<p><i>New Family and Household Members Requiring Approval:</i> HACC is limiting which adults can be added to the household after initial eligibility. Only spouses of the Head of Household and Live in Aides for elderly or disabled family members will be allowed.</p>	n/a	<p>HACC will only allow the addition of adults after initial eligibility if:</p> <ul style="list-style-type: none"> • If it is in a spousal-type relationship with head of household only • If to provide live-in care for an elderly or disabled family member <p>Otherwise, HACC will not approve the addition of adults if not part of the household at initial</p>	11	11-7

			eligibility, if not included in portability documents or if not permitted as specifically identified above. This means HACC will not add parents, siblings, cousins, aunts, uncles, adult children, and any others.		
7	<i>Terminations due to Insufficient Funding:</i> Added criteria for terminating households who have ported outside the jurisdiction as the second in line for termination due to insufficient funding.	n/a	Households porting outside the jurisdiction will be the second households terminated and they will be terminated on a "first-on, first-off" basis (i.e. starting with families that have been on the program the longest) up to the number of terminations determined by the PHA to alleviate the insufficient funding issue. The PHA will notify the receiving PHA and the household of the ability to be absorbed to avoid termination.	12	12-8
8	<i>Scheduling an informal hearing:</i> Added a policy regarding families who do not show up for a hearing. All fees and expenses related to the hearing will be charged back to the family.	n/a	If a family is a "no show" to a hearing it requested and HACC will charge the family for all fees and expenses incurred in conjunction with the hearing (including, without limitation, fees and expenses associated with the review of your hearing request, hearing preparation, attending the hearing and all matters related thereto). Those fees and expenses (i.e., your debt to HACC) will then be listed in the Enterprise Income Verification (EIV) national database of debts owed to a Public Housing Authority. In order to remove a family's name from the EIV, the family must pay the full balance of any such debt in addition to any other debt that may have existed.	16	16-12
9	<i>Advertising for Project Based Vouchers:</i>	-Required HACC to	- HACC will advertise its request for proposals (RFP) for existing housing in the Oregonian. In	17	17-5 -

	Edited language for advertising and notification protocols related to Project Based Voucher RFP's.	<p>advertise in the Daily Journal of Commerce</p> <ul style="list-style-type: none"> -Required HACC to advertise for three consecutive weeks -Required HACC to notify selected owners within 10 days of making a selection - Required HACC to publish a notice of selection for PBV units in newspapers and trade journals. 	<p>addition, HACC will post the notice inviting such proposal submission and the rating and ranking procedures on its web site.</p> <ul style="list-style-type: none"> - HACC may periodically advertise that it is accepting proposals, in the Oregonian and on its website. - Within 30 business days of HACC making the selection, HACC will notify the selected owner in writing of the owner's selection for the PBV program. - In addition, HACC will publish its notice for selection of PBV proposals on its website. The announcement will include the name of the owner that was selected for the PBV program. 		17-8
10	<i>Execution of the HAP contract:</i> Changed language to the timeframe of execution for the HAP contract.	-Required HACC to execute the HAP contract within 10 business days of passing the HQS.	For existing housing, the HAP contract will be executed the first day of the month following HACC determining that all units pass HQS.	17	17-21
11	<i>Vacancy Payments to Owner of</i>	-Indicated that	HACC will not provide vacancy payments to the	17	17-

	<i>PBV units:</i> Changed language regarding vacancy payments to owners of PBV units. HACC will not make vacancy payments to these units.	HACC would decide on a case by case basis to pay for vacancy loss of owner.	owner.		24 and 17- 40
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**Housing Authority of Clackamas County
Public Housing
Admissions and Continued Occupancy Plan Updates**

(Updated and Revised Policy Effective 7/1/2014 Noted in Italics)

PART III: CALCULATING RENT

6-III.A. OVERVIEW OF INCOME-BASED RENT CALCULATIONS

The first step in calculating income-based rent is to determine each family's total tenant payment (TTP). Then, if the family is occupying a unit that has tenant-paid utilities, the utility allowance is subtracted from the TTP. The result of this calculation, if a positive number, is the tenant rent. If the TTP is less than the utility allowance, the result of this calculation is a negative number, and is called the utility reimbursement, which may be paid to the family or directly to the utility company by HACC.

TTP Formula [24 CFR 5.628]

HUD regulations specify the formula for calculating the total tenant payment (TTP) for a tenant family. TTP is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family's monthly adjusted income (adjusted income is defined in Part II)
- 10 percent of the family's monthly gross income (annual income, as defined in Part I, divided by 12)
- The welfare rent (in as-paid states only)
- A minimum rent between \$0 and \$50 that is established by HACC

HACC has authority to suspend and exempt families from minimum rent when a financial hardship exists, as defined in section 6-III.B.

Welfare Rent [24 CFR 5.628]

HACC Policy

Welfare rent does not apply in this locality.

Minimum Rent [24 CFR 5.630]

HACC Policy

The minimum rent for this locality is \$50.00.

6-III.B. FINANCIAL HARDSHIPS AFFECTING MINIMUM RENT [24 CFR 5.630]

HACC Policy

The financial hardship rules apply in this jurisdiction because HACC has established a minimum rent of \$50.00.

Overview

If the HACC establishes a minimum rent greater than zero, HACC must grant an exemption from the minimum rent if a family is unable to pay the minimum rent because of financial hardship.

The financial hardship exemption applies only to families required to pay the minimum rent. If a family's TTP is higher than the minimum rent, the family is not eligible for a hardship exemption. If the PHA determines that a hardship exists, the TTP is the highest of the remaining components of the family's calculated TTP.

HUD-Defined Financial Hardship

Financial hardship includes the following situations:

- (1) The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program. This includes a family member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.*

PHA Policy

A hardship will be considered to exist only if the loss of eligibility has an impact on the family's ability to pay the minimum rent.

For a family waiting for a determination of eligibility, the hardship period will end as of the first of the month following (1) implementation of assistance, if approved, or (2) the decision to deny assistance. A family whose request for assistance is denied may request a hardship exemption based upon one of the other allowable hardship circumstances.

- (2) The family would be evicted because it is unable to pay the minimum rent.*

PHA Policy

For a family to qualify under this provision, the cause of the potential eviction must be the family's failure to pay rent or tenant-paid utilities.

- (3) Family income has decreased because of changed family circumstances, including the loss of employment.*
- (4) A death has occurred in the family.*

PHA Policy

In order to qualify under this provision, a family must describe how the death has created a financial hardship (e.g., because of funeral-related expenses or the loss of the family member's income).

- (5) The family has experienced other circumstances determined by the PHA.*

PHA Policy

Attachment B

The PHA has not established any additional hardship criteria.

Implementation of Hardship Exemption

Determination of Hardship

When a family requests a financial hardship exemption, the PHA must suspend the minimum rent requirement beginning the first of the month following the family's request.

The PHA then determines whether the financial hardship exists and whether the hardship is temporary or long-term.

PHA Policy

The PHA defines temporary hardship as a hardship expected to last 90 days or less. Long term hardship is defined as a hardship expected to last more than 90 days.

The PHA may not evict the family for nonpayment of minimum rent during the 90-day period beginning the month following the family's request for a hardship exemption.

When the minimum rent is suspended, the TTP reverts to the highest of the remaining components of the calculated TTP. The example below demonstrates the effect of the minimum rent exemption.

Example: Impact of Minimum Rent Exemption	
Assume the PHA has established a minimum rent of \$50.	
TTP – No Hardship	TTP – With Hardship
\$0 30% of monthly adjusted income	\$0 30% of monthly adjusted income
\$15 10% of monthly gross income	\$15 10% of monthly gross income
N/A Welfare rent	N/A Welfare rent
\$50 Minimum rent	\$50 Minimum rent
Minimum rent applies. TTP = \$50	Hardship exemption granted. TTP = \$15

PHA Policy

To qualify for a hardship exemption, a family must submit a request for a hardship exemption in writing. The request must explain the nature of the hardship and how the hardship has affected the family's ability to pay the minimum rent.

The PHA will make the determination of hardship within 30 calendar days.

No Financial Hardship

If the HACC determines there is no financial hardship, HACC will reinstate the minimum rent and require the family to repay the amounts suspended.

Attachment B

For procedures pertaining to grievance hearing requests based upon the HACC's denial of a hardship exemption, see Chapter 14, Grievances and Appeals.

HACC Policy

HACC will require the family to repay the suspended amount within 30 calendar days of the HACC's notice that a hardship exemption has not been granted.

Temporary Hardship

If HACC determines that a qualifying financial hardship is temporary, the PHA must reinstate the minimum rent from the beginning of the first of the month following the date of the family's request for a hardship exemption.

The family must resume payment of the minimum rent and must repay the PHA the amounts suspended. HUD requires the PHA to offer a reasonable repayment agreement, on terms and conditions established by the PHA. The PHA also may determine that circumstances have changed and the hardship is now a long-term hardship.

For procedures pertaining to grievance hearing requests based upon the PHA's denial of a hardship exemption, see Chapter 14, Grievances and Appeals.

HACC Policy

HACC will enter into a repayment agreement in accordance with the PHA's repayment agreement policy (see Chapter 16).

Long-Term Hardship

If HACC determines that the financial hardship is long-term, HACC must exempt the family from the minimum rent requirement for so long as the hardship continues. The exemption will apply from the first of the month following the family's request until the end of the qualifying hardship. When the financial hardship has been determined to be long-term, the family is not required to repay the minimum rent.

HACC Policy

The hardship period ends when any of the following circumstances apply:

- (1) At an interim or annual reexamination, the family's calculated TTP is greater than the minimum rent.*
- (2) For hardship conditions based on loss of income, the hardship condition will continue to be recognized until new sources of income are received that are at least equal to the amount lost. For example, if a hardship is approved because a family no longer receives a \$60/month child support payment, the hardship will continue to exist until the family receives at least \$60/month in income from another source or once again begins to receive the child support.*
- (3) For hardship conditions based upon hardship-related expenses, the minimum rent exemption will continue to be recognized until the cumulative amount exempted is equal to the expense incurred.*

Attachment C Housing Needs Tables

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

Housing Needs of Families on the Waiting List: Housing Choice Voucher and Public Housing		
	# of Families	% of Total Families
Waiting List Total	2775	
Extremely Low Income <= 30% of AMI	2396	86%
Income >30% but <=50% of AMI	351	13%
Income >50% but <80% of AMI	28	1%
Elderly	450	16%
Individuals with Disabilities	1043	38%
White (non-Hispanic)	2310	83%
Black (non-Hispanic)	279	10%
Hispanic (all races)	181	7%
Native American (non-Hispanic)	72	3%
Asian/Pacific Islanders (non-Hispanic)	102	4%
Characteristics by Bedroom Size (Public Housing Only)		
0 BR	0	
1 BR	392	
2 BR	412	
3 BR	276	
4 BR	50	

**Housing Needs of Families Below 80% Area Median Income
Clackamas County**

Reflects 2010 American Community Survey Census data unless otherwise noted.

Family Type*	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Location
Income <= 30% of AMI	10,373	5	5	4	2	3	4
Income >30% but <=50% of AMI	6,704	4	4	3	2	3	3
Income >50% but <80% of AMI	12,239	3	3	2	2	2	2
Elderly**	14,621	4	2	2	3	2	2
Families with Disabilities- Total Population***	14,258	4	4	3	4	3	3
White (non-Hispanic)	24,408	4	4	3	2	3	3
Black (non-Hispanic)	350	4	4	3	2	3	4
Hispanic (all races)	2579	4	4	3	2	3	4
Native American (non-Hispanic)	328	4	4	3	2	3	4
Asian/Pacific Islanders (non-Hispanic)	737	4	4	3	2	3	4

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

** Elderly is defined as 65 years and over.

*** Disability Status Reflects American Community Survey 2009 Data

ATTACHMENT D

HACC Annual Plan 2014

1.15.14 RAB MEETING

Meeting Notes

10:00-10:15 Welcome and Introductions

Chuck Robbins

- Community Development Notice

Mark Sirois

- The Housing Authority and Community Development are now under one division known as "Housing and Community Development". The two agencies are exploring ways to streamline and combine their planning efforts to be more efficient and garner more community input.

Q: Why are the planning efforts being combined?

A: (Chuck Robbins) It makes sense for us to gather information once rather than have multiple efforts and meetings trying to get the same information. We also get better planning and projects when we increase the amount of input and citizens involved in the process.

- Information regarding Community Development planning and opportunities for resident engagement will be sent out to the RAB.

10:15-11:15 Plan Updates

- Agency-Wide Updates

Mary-Rain O'Meara

Q: Regarding award of project based vouchers to Chez Ami, why is the focus not on creation of new PBV units?

A: (Chuck Robbins) We want to support new development as an agency but there is also a need to provide assistance with affordable housing preservation. These vouchers will allow the Chez Ami property to continue to provide affordable supportive housing opportunities. Without the infusion of PBV, the property would be at risk of closing and we would lose that valuable resource in the county.

- Housing Choice Voucher
Updates

Toni Karter

- Q: #1 and #2 (absence from unit) HCV updates. If someone notifies you of an absence can they still keep their voucher? What if they are incarcerated?

A: (Toni Karter) The rule of thumb is a person can be absent 60 days if they "notify us first". No notification is grounds for termination. If a person is incarcerated, that is not

immediate grounds for termination. It all depends on the preponderance of the evidence, level of crime and length of incarceration.

-Q: #3 (Live In Aide) HCV Updates. If someone is not on the lease to begin with how would they add them?

A: (Toni Karter) They must submit a reasonable accommodation request showing a verified disability and need for a live-in-aide and the live-in-aide must pass a criminal background screening

-Q: #4 (Preference Vouchers) HCV Updates. How does someone qualify for a preference voucher?

A: (Toni Karter) You would have to be in one of the 16 preference voucher categories and be referred by a service provider.

-Q: #4 (Preference Vouchers) HCV Updates. Are victims of domestic violence prioritized as a preference group?

A: (Toni Karter) Yes, but we have to go by the order of the application received so they are not an automatic first served, but are ahead of regular wait list clients.

-Q: #6 (Adding eligible household members). How do you define spouses?

A: (Toni Karter) Significant others.

-Q: #6 (Adding eligible household members). If I want to add my boyfriend to the lease will he get a permanent place in housing?

A: (Toni Karter): Yes, once they are added to the lease they keep a permanent place on that voucher.

-Q: #6 (Adding eligible household members). Can you add your adult child to the lease?

A: (Toni Karter). Only if they were originally on the lease and have moved out for less than 6 months and want to rejoin the household.

-Q: #7 (Funding restrictions- first households to lose assistance). What does second in line mean? Who are the first in line?

A: (Toni Karter) The first in line would be people out looking with their voucher who have not found housing yet. Second in line are single nondisabled and not elderly families with no children then those households who have ported to another county.

-Q: #7 (Funding restrictions- first household to lose assistance). Is the voucher program at risk to lose funding each month?

A: (Toni Karter) No, we get our funding by the year, and this year it is looking more stable.

-Q: #7 (Funding restrictions- first household to lose assistance). What about families who are almost at the income limit?

A: (Toni Karter): Yes, those would also be households in line to lose funding if necessary.

-Q: #8 (Clients will be responsible for paying hearing fees when absent). What is your authority to do this?

A: (Toni Karter): We are getting that authority by setting this policy and by pre-notifying the clients in the Hearing Notification letter.

- Public Housing Updates

Dan Potter

-Q: (Regarding Wait List openings) How long do you expect the new waiting lists to be once they are opened?

A: (Dan Potter) We expect to take enough names to last each list five years.

-Q: (\$50 minimum rents) What if your income is really low and you cannot afford the \$50 a month?

A: (Dan Potter) There will be a hardship exemption that residents can apply for.

-Q: (Public Housing guest policy) How many nights can a guest stay the night?

A: (Allison Coe) 21 days in 12 months for all guests.

-Q: (Landlord /Tenant law guest exemption) Does this exemption apply in HUD housing?

A: (Dan Potter) No, because we need to capture any extra income that the household earns that will impact the rent paid.

- Development

Mary Bradshaw

- Q: (Scattered Site Sales) If this units were sold would they convert to vouchers or would the funds be used to build new units?

A: (Mary Bradshaw) We don't have an answer to that right now. We would have to go through a planning process to determine the best use of the funds.

-Q: (Homeownership program) Does HACC have a homeownership program?

A: (Mary-Rain O'Meara) HACC does not currently have a homeownership program but residents services staff can connect residents with community organizations that provide assistance with this.

- Housing Needs and
Additional Info

Mary-Rain O'Meara

11:15-11:45 Capital Fund Overview

Dan Potter and
Josh Teigen

-Q: (Loss of Resident Services fund) How will these services be paid for now?

A: (Dan Potter) We are looking into using reserves as applying for other grant funds to support this program.

- Q: (Asbestos in Hillside units) Has the asbestos in these units been taken care of?

A: (Josh Teigen) If the asbestos is exposed we take care of it and do a complete abatement. There may be asbestos in the units that is not harmful as long as it is not exposed or damaged.

11:45-12:00 Annual Plan Timeline/ Questions and Answers

All



Legal Aid Services of Oregon

Portland Regional Office • Serving Clackamas, Hood River, Multnomah, Sherman, and Wasco Counties
921 SW Washington, Suite 500 • Portland, Oregon 97205 • (503) 224-4086; (888) 610-8764 • Fax: (503) 295-9496

March 19, 2014

Chuck Robbins, Executive Director
Housing Authority of the County of Clackamas
P.O. Box 1510
Oregon City, Oregon 97045

Re: Comments on the Housing Authority's 2014 5-Year and Annual Plan

Dear Chuck:

Thank you for inviting Legal Aid again to join in the public plan process and to comment on the Housing Authority's Five Year and Annual Plan. And thank you and your staff for discussing the concerns expressed in Legal Aid's comments on the Housing Authority's 2013 plans and for responding to them. (2013 comments attached for reference).

The 2104 plan shows substantial work to improve the Housing Choice Voucher program and, in doing so, to respond to HUD's mandate that the County and the Housing Authority affirmatively further fair housing. As noted in last year's comments, well-intentioned voucher preferences had created barriers for some people, especially female-headed households with minor children and other families who were effectively denied a voucher housing subsidy because the wait list had only minimal turnover. These preferences tended to perpetuate historical patterns of housing inequity for these families and had a disparate impact on them.

Legal Aid appreciates that this year's plan substantially addresses that problem both by reducing the number of vouchers allocated to preferences and reducing the number of vouchers allocated to project-based housing. As noted last year, project-based vouchers not only shut out families with children, as they are used only by a single disabled adult, they also reduce to one the number of people who can be assisted by each voucher. Legal Aid's position is that they should be used only when absolutely necessary or to increase housing opportunity through new development. That said, the decision to project-base a very limited number of Vouchers to sustain the Chez Ami special-needs housing project is understandable, however, if no other funding source was available and given the urgent need Chez Ami serves.

In respect of this good work and the fact that the Housing Authority had little discretion in other policies noted last year due to funding constraints, additional comments seem unnecessary at this time. So in closing, Legal Aid thanks you for your leadership and for your work to affirmatively further fair housing both at the Housing Authority and in Community Development.

Sincerely,

Ronald J. Rubino
Attorney at Law

ATTACHMENT E

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

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

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

I, Chuck Robbins the Director of Housing and Community Development certify that the Five Year and
Annual PHA Plan of the Housing Authority of Clackamas County is consistent with the Consolidated Plan of
Clackamas County prepared pursuant to 24 CFR Part 91.

 3/4/14

Signed / Dated by Appropriate State or Local Official

ATTACHMENT E

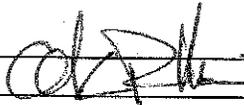
DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency: Housing and Urban Development	7. Federal Program Name/Description: CFDA Number, if applicable: N/A	
8. Federal Action Number, if known: N/A	9. Award Amount, if known: \$ N/A	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Chuck Robbins</u> Title: <u>Executive Director</u> Telephone No.: <u>503-650-5666</u> Date: <u>3/4/14</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

ATTACHMENT E

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Housing Authority of Clackamas County

Program/Activity Receiving Federal Grant Funding

Public Housing, Section 8 Housing Choice Voucher and VASH Programs

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

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

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

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

- (1) The dangers of drug abuse in the workplace;
(2) The Applicant's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

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

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

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

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

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

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

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

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

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

Form with fields for Name of Authorized Official (Chuck Robbins), Title (Executive Director), Signature (handwritten), and Date (3/4/14).

ATTACHMENT E

OMB Approval No. 2577-0157 (Exp. 3/31/2010)

**Certification of Payments
to Influence Federal Transactions**

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

Applicant Name

Housing Authority of Clackamas County

Program/Activity Receiving Federal Grant Funding

Public Housing, Section 8 Housing Choice Voucher and VASH Programs

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

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

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

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

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

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

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

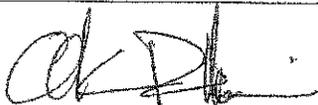
Name of Authorized Official

Chuck Robbins

Title

Executive Director

Signature



Date (mm/dd/yyyy)

3/4/14

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

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or Annual PHA Plan for the PHA fiscal year beginning 2014, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

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

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

Housing Authority of Clackamas County

OR001

PHA Name

PHA Number/HA Code

5-Year PHA Plan for Fiscal Years 20__ - 20__

Annual PHA Plan for Fiscal Years 20¹⁴ - 20¹⁵

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

Name of Authorized Official John Ludlow	Title Chair, Board of Commissioners
Signature	Date

Civil Rights Certification

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

Civil Rights Certification**Annual Certification and Board Resolution**

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

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

Housing Authority of Clackamas County

OR001

PHA Name

PHA Number/HA Code

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

Name of Authorized Official

John Ludlow

Title

Chair, Board of County Commissioners

Signature

Date

April 3, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

Presentation of
April as Child Abuse Prevention Month

Purpose/Outcomes	Update the Board about the nationally recognized Child Abuse Prevention Month and highlight the collaborative work that is being done by state, county and local non-profits to prevent and address child abuse.
Dollar Amount and Fiscal Impact	No fiscal impact to the County – the intent is to educate and invite the community to take action in their communities to make them healthy places where children grow and thrive.
Funding Source	N/A
Safety Impact	N/A
Duration	The month of April is dedicated to Child Abuse, but programming occurs throughout the year.
Previous Board Action	The Board has been very supportive of promoting Child Abuse Prevention Month and highlighting programs that serve these vulnerable children.
Contact Person	Erin Deahn, Manager, Healthy Families of Clackamas County 971-275-7547 or Rod Cook, Director for Children, Youth & Families Division 503 650-5677 or 503-653-8060.

BACKGROUND:

Preventing child abuse and neglect is a community responsibility that depends on involvement from people throughout the community. According to the 2012 Status of Oregon's Children Report, provided by Children's First for Oregon:

- 5,008 reports of child abuse/neglect were made in Clackamas County in 2011. 52.3% of those reports were assessed. 19.5% of assessed reports in the county were founded.
- 614 children in the county have been in foster care at least once in the past year.
- A review of victims by age demonstrate that 21.2% were 13 years or older, 36% were between the ages of 6 to 12; and 42.8% were 5 years and younger.

Whether suffering neglect, harsh physical punishment, threat of harm, sexual abuse, or psychological trauma, the children who survive carry the scars of their abuse for the rest of their lives. Research shows, child abuse and neglect not only directly harm children, but also increase the likelihood of risky behaviors such as criminal activities, substance abuse, academic failure, and health problems such as heart disease and obesity.

Healthy Families. Strong Communities.

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

www.clackamas.us

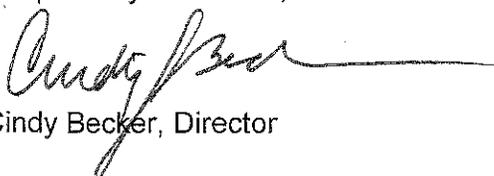
We know, child maltreatment occurs when people find themselves in stressful situations, without community resources, and don't know how to cope. The majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community.

In our community, effective child abuse prevention programs have partnered together to create a continuum of services to make sure that each family has the support they need to raise their children in a healthy environment. Successful programs and initiatives in Clackamas County include:

- Clackamas Branch – Oregon Child Protective Services
- Healthy Families of Clackamas County which is a home visitation program for first time, high risk parents.
- The Children's Center which supports and conducts medical assessments of children who are suspected victims of abuse or neglect.
- The Clackamas County Multi-Disciplinary Team which includes representatives from the Sheriff's Office, District Attorney, Victim's Assistance, Oregon Department of Human Services and County agencies.
- Clackamas County Sheriff's Office Child Abuse and Domestic Violence Summit.
- The Family Education and Support Network parent resource web-page.
- The establishment of the Homeless Children's strategic planning and implementation committee.
- Family Stepping Stones Relief Nursery and most recently,
- A Safe Place Family Justice Center.

We call upon all Clackamas County citizens to observe this month and every day by demonstrating our gratitude to those who work to keep our children safe, and by taking action in our own communities to make them healthy places where children can grow and thrive.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Cindy Becker", with a long horizontal flourish extending to the right.

Cindy Becker, Director



3

OFFICE OF COUNTY COUNSEL

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

April 3, 2014

Stephen L. Madkour
County Counsel

Board of County Commissioner
Clackamas County

Kimberley Ybarra
Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Assistants

Members of the Board:

First Reading of Ordinance No. Amending Title 6 Public Protection of the Clackamas
County Code and Adding Section 6.12 Declaring a Moratorium on Medical Marijuana Facilities
and Declaring an Emergency

Purpose/Outcomes	A moratorium on medical marijuana facilities is proposed to allow the County time to monitor issues associated with siting and operation of such facilities and to draft potential time, place and manner restrictions for board consideration.
Dollar Amount and Fiscal Impact	The cost to implement and enforce the moratorium would be internal to the county involving staff time and resources.
Funding Source	No new funding
Safety Impact	Moratorium is in the best interest of the health, safety, and welfare of citizens of Clackamas County
Duration	Effective May 1, 2014 until May 1, 2015 unless repealed earlier by the board
Previous Board Action	The Board met in an April 2, 2014 study session on this matter and decided to proceed to a public hearing.
Contact Person	Stephen L. Madkour, County Counsel and Mike McCallister, Planning Director

BACKGROUND:

On March 19, 2014, Governor Kitzhaber signed Senate Bill 1531 into law. The law makes changes to Oregon's medical marijuana dispensary law which gives local governments the authority to impose "time, place and manner" regulations on medical marijuana dispensaries, but stops short of authorizing local governments to institute outright bans on these facilities. Instead local governments have the option to

impose a moratorium on dispensaries if they adopt an ordinance prior to May 1, 2014. These moratoriums will remain in effect up to May 1, 2015 unless extended by the Legislature in the 2015 session.

RECOMMENDATION:

Staff recommends the Board of County Commissioners read the proposed ordinance by title only and proceed to a second reading at which time the proposed ordinance would be adopted.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'S. Madkour', written over the text 'Respectfully submitted,'.

Stephen L. Madkour
County Counsel

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 6 PUBLIC PROTECTION
OF THE CLACKAMAS COUNTY CODE AND ADDING SECTION 6.12 DECLARING A
MORATORIUM ON MEDICAL MARIJUANA FACILITIES AND DECLARING AN
EMERGENCY

WHEREAS, the Oregon Legislature enacted House Bill 3460 (2013), which requires the Oregon Health Authority to develop and implement a process to register medical marijuana facilities;

WHEREAS, House Bill 3460 (2013) directed that persons who operate or are employed by a registered medical marijuana facility would enjoy immunity from state prosecution;

WHEREAS, the Oregon Legislature enacted Senate Bill 1531 (2014) which affirmatively afforded Oregon cities and counties the ability to impose a moratorium on medical marijuana dispensaries to locate within their boundaries until May 1, 2015;

WHEREAS, Senate Bill 1531 (2014) removes immunity from state prosecution for person who is responsible for or employed by a registered medical marijuana facility located in an area subject to the jurisdiction of a city or county that enacts a moratorium prohibiting the operation of a medical marijuana facility;

WHEREAS, the issue of whether a local government determines a certain type of business should operate within its jurisdictional limits is an area of county concern and a local government decision, the enforcement of which is subject to the general and police powers of that jurisdiction;

WHEREAS, legal uncertainty surrounds the ability and the authority of the State to allow for the location of medical marijuana dispensaries in Oregon cities and counties where to do so arguably violates federal law;

WHEREAS, the Board of Commissioners OF Clackamas County has determined that it is in the best interests of the health, safety and welfare of the citizens of Clackamas County to enact such a moratorium prohibiting the siting and operation of a medical marijuana facilities within the jurisdictional boundaries of unincorporated Clackamas County so as to provide time to examine the range of options surrounding the regulation or prohibition of medical marijuana facilities within unincorporated Clackamas County.

NOW THEREFORE, BASED ON THE FOREGOING, THE BOARD OF COMMISSIONERS OF CLACKAMAS COUNTY HEREBY ORDAINS AND AMENDS THE COUNTY CODE AS FOLLOWS:

Section 1. Title 6 of the Clackamas County Code is amended in its entirety to add Section 6.12 to read as follows:

6.12 MEDICAL MARIJUANA FACILITY MORATORIUM

- A. **MORATORIUM DECLARED.** The County of Clackamas hereby issues a moratorium prohibiting the operation of any medical marijuana facility in any area subject to the jurisdiction of Clackamas County. As used in this section, "medical marijuana facility" includes any facility that dispenses marijuana pursuant to ORS 475.314 or any other provision of Oregon law.
- B. **ENFORCEMENT.** The Sheriff is charged with enforcement of the moratorium.
- C. **EFFECTIVE DATE.** The moratorium imposed hereby is effective from and after the enactment of this ordinance and continues until May 1, 2015, unless otherwise lawfully rescinded or extended.
- D. **REMEDIES NOT EXCLUSIVE.** The remedies available under Senate Bill 1531 (2014) for a violation of the moratorium imposed by this ordinance are not exclusive of any other remedies available under any applicable federal, state or local law. It is within the discretion of the Sheriff of Clackamas County to seek cumulative remedies for a violation of the moratorium imposed by this ordinance.
- E. **SEVERABILITY.** If any provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable.
- F. **OREGON HEALTH AUTHORITY NOTICE.** A copy of this Ordinance shall be forwarded to the Oregon Health Authority by regular mail and by any other such means as required by rule of the Oregon Health Authority.

EMERGENCY. This Ordinance being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this Ordinance takes effect on its adoption.

ADOPTED this _____ day of April 2014.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



COPY

4

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

April 3, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Project Memorandum of Agreement with
Western Federal Lands Highway Division for the
OR CLACK 37005 (1) Lolo Pass Alternatives Study**

Purpose/Outcomes	<p>This Project Memorandum of Agreement covers the Clackamas County role in the Lolo Pass Alternatives Study which encompasses the preliminary engineering, resource studies, public involvement, land use and permit evaluation, and right-of-entry acquisition to evaluate access alternatives for Lolo Pass Road.</p> <p>The project was approved for Public Lands Discretionary (PLD) funding Fiscal Year 2012. The funding for this project was assembled in 2014 from uncommitted funds remaining in the 2012 PLD funding allocation.</p>
Dollar Amount and Fiscal Impact	<p>The total project budget is \$520,000 and is funded entirely by WFLHD. County staff time is estimated at \$105,000 and will be 100% reimbursed by WFLHD.</p>
Funding Source	<p>The project was approved for Public Lands Discretionary (PLD) funding Fiscal Year 2012.</p>
Safety Impact	<p>The project is intended to identify alternative access to Lolo Pass Road to ensure continuous access to resources, including fire, law enforcement, medical, and public lands.</p>
Duration	<p>The project is expected to be completed within 12 months of its initiation.</p>
Previous Board Action	<p>None</p>
Contact Person	<p>Larry Conrad – DTD Transportation Planning @ 503-742-4539</p>

BACKGROUND:

In January 2012, Clackamas County applied for a 2012 FHWA Discretionary Grant proposal to fund the *Lolo Pass Road Alternatives Study*, to identify alternatives for accessing vital public and private lands adjacent to the Upper Sandy River. The proposed project will recommend transportation alternatives that can significantly improve regional economic competitiveness and community livability. It will provide options to ensure that residents and visitors in this popular, regionally significant area will be able to maintain access to public lands and vital services -- including fire, law enforcement and medical -- when Sandy River flooding again disrupts private lives and the economy in the Welches / Brightwood / Zigzag area.

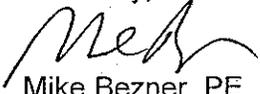
This agreement has been reviewed and approved by County Counsel.

Y9709

RECOMMENDATION:

Staff respectfully recommends approval of the attached Project Memorandum of Agreement with Western Federal Lands Highway Division for the Lolo Pass Alternatives Study.

Sincerely,



Mike Bezner, PE
Transportation Engineering Manager

For information on this issue or copies of attachments
please contact Larry Conrad at 503-742-4539.

Federal Lands Access Program Project Memorandum of Agreement

Project / Facility Name: OR CLACK 37005 (1), Lolo Pass Road Access Alternatives Study

Project Route: Lolo Pass Road

State: Oregon

County: Clackamas

Owner of Federal Lands to which the Project Provides Access: Mount Hood National Forest

Entity with Title or Maintenance Responsibility for Facility: Clackamas County

Type of Work: Preliminary engineering, resource studies, public involvement, land use and permit evaluation, and right-of-entry acquisition to evaluate access alternatives for Lolo Pass Road.

This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this Agreement sets forth the respective responsibilities as the project proceeds through the project development process.

Parties to this Agreement: Federal Highway Administration, Western Federal Lands Highway Division (FHWA) and Clackamas County Oregon (Co).

The project was approved for Public Lands Discretionary (PLD) funding Fiscal Year 2012.

AGREED:

FEDERAL HIGHWAY ADMINISTRATION

By: 

Director

Date: 3.17.2014

CLACKAMAS COUNTY

By: _____

Chair of the Board of Commissioners

Date: _____

A. PURPOSE OF THIS AGREEMENT:

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development of the subject project. The purpose of the Agreement is to identify and assign responsibilities for project work. Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors such as issues raised during the project development process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

B. AUTHORITY:

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204.

C. JURISDICTION AND MAINTENANCE COMMITMENT:

Clackamas County has jurisdictional authority to operate and maintain the existing facility.

D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION:

Not applicable

E. PROJECT BACKGROUND / SCOPE:

Lolo Pass Road provides public access from U.S. Highway 26 to the west side of the Mt. Hood National Forest. The road is the sole winter access to the Mt. Hood National Forest and over 200 residences, cabins and campgrounds north of East Barlow Trail Road. The existing roadway was critically damaged during a flood / channel migration in January of 2011 and is in danger of being permanently closed with continued flooding and channel migration from the Sandy River. All access is cut off, when this section of roadway washes out. The project would implement an alternatives analysis and feasibility study to provide an alternative access to public lands and private property for Lolo Pass Road.

The project would evaluate several access alternatives, including:

- Improving the road in its current location to minimize the impacts associated with flooding and channel migration.
- Improving a primitive power line road.
- Constructing a bridge on Lolo Pass Road over the Sandy River that can accommodate large floods and channel shifts.
- Relocating Lolo Pass Road to a new route away from the Sandy River.

The route starts at the intersection of U.S Highway 26 near Rhododendron, Oregon. Approximate Global Positioning System (GPS) coordinates for the beginning of the project are 45.343911, 121.942706

The project will be designed in accordance with Clackamas County Roadway Standards and the American Association of State Highway & Transportation Officials (AASHTO) Policy on Geometric Design of Highway and Streets, 2004 Edition.

F. PROJECT BUDGET:

This project is authorized for funding through the Public Lands Highway Discretionary (PLHD) Grant Program administrated by the FHWA. PLHD funding in the "not to exceed" amount of

\$520,000 is being provided to FHWA / County for project implementation. PLHD funds must be expended by the end of the 2015 fiscal year.

All project costs in excess of the available PLHD funding will be the responsibility of Clackamas County. FHWA will not authorize or execute work in excess of PLHD funding without advance approval from Clackamas County as documented by modification of this Agreement.

The following is an initial summary of anticipated project costs:

FHWA Estimated Costs

• Project Management / Task Order Administration	\$50,000.00
• Existing Data Collection	\$5,000.00
• Project Meetings	\$15,000.00
• LIDAR Data Collection and GIS resource mapping	\$15,000.00
• Floodplain / Hydraulic Analysis	\$50,000.00
• Geotechnical Review of Data/Support	\$20,000.00
• Biological Baseline Resource Reports	\$50,000.00
• Water Resource /Wetland Identification/Evaluation	\$15,000.00
• Historic/ Cultural Resources Baseline Report	\$50,000.00
• Hazardous Material Corridor Study Report	\$15,000.00
• 5% Concept for Stormwater Treatments	\$15,000.00
• 5% Concept for Roadway Design Alternatives	\$75,000.00
• Draft and Final Alternative Document	\$25,000.00
• Public Involvement Support	\$15,000.00
Subtotal	\$415,000.00

Clackamas County Estimated Costs

• Project Oversight	\$50,000.00
• Public Involvement	\$35,000.00
• County Land Use/Permit Evaluation	\$5,000.00
• Right of Entries	\$5,000.00
• R/W Cost Estimating/Impact Evaluation	\$10,000.00
Subtotal	\$105,000.00
Total	\$520,000.00

G. ROLES AND RESPONSIBILITIES:

FHWA is responsible for preliminary engineering, resource studies, and hazardous materials investigation for the project.

Clackamas County is responsible for project management, public involvement, land use and permit evaluation, and obtaining right-of-entries for project work.

During Project Development, Clackamas County will:

- Appoint a representative who will be the primary contact for FHWA's Project Manager;
- Attend all meetings and site visits as well as coordinate meeting attendance of key County personnel;
- Provide direction regarding evaluation criteria and project objectives;
- Conduct public meetings, issue public notices, and distribute information to the public;
- Analyze each alternative for compliance with Clackamas County planning and land use requirements and identify Local, State, and Federal permits needed for each alternative;
- Obtain right-of-entries from affected land owners; and
- Review FHWA work products and provide feedback to FHWA in a timely manner.

During Project Development, FHWA will:

- Appoint a representative who will be the primary contact for County's Project Manager;
- Attend all meetings and site visits as well as coordinate meeting attendance of key FHWA and/or contractor personnel;
- Complete geotechnical, survey, hydraulic, and design work for identified alternatives;
- Complete resource and hazardous materials studies for identified alternatives;
- Attend public meetings and provide support for meeting graphics;
- Prepare and distribute work products for County review. Work products will include reports, memoranda, plans, and cross-sections documenting results of project work.

H. SCHEDULE:

The following milestones will apply to the project. Significant variation in dates will be coordinated with Clackamas County.

Project Kickoff/ Field Reconnaissance	April 1, 2014
LIDAR Survey and Mapping	April 1, 2014
Define Area of Potential Impact (API)	May 1, 2014
Right-of-entries for field surveys	June 15, 2014
Hydraulic / geomorphic field reconnaissance	July 15, 2014
Geotechnical research / field investigations	July 15, 2014
Resource field investigations	July 15, 2014
Initial design concepts (County Review)	September 1, 2014
Land use / permit evaluation	September 1, 2014
Geotechnical memorandum	September 1, 2014
Resource reports	September 1, 2014

Hazardous material study report	September 1, 2014
Initial design concepts / meeting graphics	September 15, 2014
Public Meeting # 1	September 15, 2014
Draft Alternative Report / meeting graphics	December 31, 2014
Public Meeting #2	January 15, 2015
Final Alternative Documentation	February 15, 2015

I. PROPOSED DESIGN STANDARDS:

The following design criteria will be applied on the project:

Functional Classification:	Rural Major Collector (FHWA) Rural Minor Arterial (County TSP)
Design Speed:	55 MPH*
Surface Type:	Asphalt Concrete Pavement
Design Volume:	3,000 ADT

*Isolated exceptions to standards, such as individual curves that will not meet the selected design speed, will be documented.

J. FUNDING:

Public Lands Highway Discretionary Funds in the amount of \$520,000. Obligation of the funds must occur before the end of Fiscal Year 2015.

K. MATCHING SHARE REQUIREMENTS:

Work is 100% federal funds and match is not required.

L. PROJECT TEAM MEMBERS – POINT OF CONTACT:

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party's role and responsibility for this agreement.

NAME / TITLE	ORGANIZATION	TELEPHONE NO. / E-MAIL
Larry Conrad Principle Transportation Planner (Project Manager)	Clackamas County	(503) 742-4539 LarryC@clackamas.us
Joel Howie Capital Projects Manager	Clackamas County	(503) 742-4658 JHowie@clackamas.us
Mike Odom Project Manager	FHWA	(360) 619-7568 mike.odom@dot.gov
Brent Coe Project Manager Branch Chief	FHWA	(360) 619-7744 brent.coe@dot.gov

M. CHANGES / AMENDMENTS / ADDENDUMS:

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

The types of changes envisioned include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; changes that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notifications to their management in order to avoid project delivery delays.

N. ISSUE RESOLUTION PROCEDURES MATRIX:

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below. Issues that cannot be resolved by the designated project manager will be elevated to:

NAME / TITLE	ORGANIZATION	TELEPHONE NO. / E-MAIL
Joel Howie Capital Projects Manager	Clackamas County	(503) 742-4658 JHowie@clackamas.us
Brent Coe Project Manager Branch Chief	FHWA	(360) 619-7744 brent.coe@dot.gov

O. TERMINATION:

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal Access funds have been expended prior to termination, the party responsible for the match agrees to provide a match in the applicable percentage of the total amount expended on the project prior to the termination.

Statement of Work for Reimbursable Agreement OR CLACK 37005 (1) Lolo Pass Road Access Alternatives Study

I. INTRODUCTION (project work summary and location)

Lolo Pass Road provides public access from U.S. Highway 26 to the west side of the Mt. Hood National Forest. The road is the sole winter access to the Mt. Hood National Forest and over 200 residences, cabins and campgrounds north of East Barlow Trail Road. The existing roadway was critically damaged during a flood/channel migration in January of 2011 and is in danger of being permanently closed with continued flooding and channel migration from the Sandy River. All access is cut off, when this section of roadway washes out. The project would implement an alternatives analysis and feasibility study to provide an alternative access to public lands and private property for Lolo Pass Road.

The project would evaluate several access alternatives, including:

- Improving the road in its current location to minimize the impacts associated with flooding and channel migration.
- Improving a primitive power line road.
- Constructing a bridge on Lolo Pass Road over the Sandy River that can accommodate large floods and channel shifts.
- Relocating Lolo Pass Road to a new route away from the Sandy River.

The route starts at the intersection of U.S Highway 26 near Rhododendron, Oregon. Approximate Global Positioning System (GPS) coordinates for the beginning of the project are 45.343911, 121.942706

The project will be designed in accordance with Clackamas County Roadway Standards and the American Association of State Highway & Transportation Officials (AASHTO) Policy on Geometric Design of Highway and Streets, 2004 Edition.

If permits of entry will be necessary to complete the project, Clackamas County will be responsible for all cost associated with the acquisition.

Utility relocation is not anticipated for this project.

II. WORK PERFORMANCE AND QUALITY STANDARDS

Clackamas County is the lead agency for this project. Federal Highway Administration (FHWA) will provide technical support for the work as described below. Clackamas County will assume the role as primary contact for the public, media, or other agencies and document contacts with the media and requests for information.

Clackamas County is responsible for the accuracy and completeness of their work products. Each product is expected to meet an acceptable level of quality with respect to the thoroughness and appropriateness of the data collection, analysis and recommendations, the clarity of the presentation, and the accuracy of the completed products.

All deliverables are subject to review and acceptance by FHWA.

III. STATEMENT OF WORK

This agreement provides for funding of a progression of project activities. Initially only preliminary design is eligible for reimbursement. Final design, utility relocation, right of way acquisition is not within the scope of this agreement.

FHWA and Clackamas County may amend or terminate this agreement to adjust to project development, environmental, or construction needs.

A. Project Management. Project management will continue throughout the duration of this reimbursable agreement. It includes the work necessary to manage analysis and production efforts, coordinate with FHWA, administer this agreement, monitor progress, lead project team meetings, and direct the quality control and quality assurance activities for work products.

The general responsibilities of the parties involved in the development of the project are shown in the following table:

FHWA	Clackamas Co	Service
X	X	Project Management
	X	Public Coordination
X	X	Agency Coordination
X		Preliminary Engineering
X		Prepare Alternatives Report
	X	Right-of-Entry
X		Initial Survey
X		Supplemental Survey
	X	Geotechnical/Materials Investigation Studies and Reports
X		Bridge Design

Specific project management activities include:

1. **Project coordination.** The County will lead project coordination efforts to engage interested parties including property owners, the public, resource agency staff, and other affected interests.
2. **Project document review and comment.** The County will review the proposed project evaluation criteria and project objectives and provide feedback. The County will review all FHWA and consultant work products and provide feedback in a timely manner.
3. **Local decision-makers review and recommendation on “preferred alternative”.** The County will present the result of the study and alternatives considered to a Stakeholder Advisory Committee for review, discussion and recommendation on a preferred alternative for future analysis to Clackamas County and FHWA. The County Project Manager will discuss the recommended alternative with the Board of County

Commissioners at a Work Session. The Board of County Commissioners retains final say in the approval of the recommended alternative.

4. Meetings. The County will lead project meetings and act as spokesperson for the project. Respond timely on all inquiries, concerns and questions.

5. Progress reports and invoices. Prepare and submit progress reports and invoices on a monthly basis. Describe past month accomplishments and future month expectations.

6. Project files. Maintain project files.

7. Quality assurance (QA) and quality control (QC). Coordinate County quality assurance and quality control activities.

B. Public Involvement. The County will conduct any necessary public meetings, issue needed public notices, and distribute information about the project to the public. This work will be undertaken by County DTD Staff, County Public & Government Affairs (PGA) Staff and/or Public Involvement Consultants under the direction of the County Project Manager.

The County will maintain an interested parties mail and e-mail list for the project.

1. Newsletters/mailers. The County will produce 3 to 4 newsletters and/or project mailers to describe the project and the results of the analysis. This information will be mailed to addresses in the project area.

The County will provide project information and updates in the County's quarterly newsletter, Citizen News, which is mailed to all addresses in the County.

2. Project open houses/public meetings. The County will host at least two Project Open Houses/public meetings in the project area during the course of the project. One or both of these meetings may be supplemented with an online (virtual) open house/public meeting on the project website. It is expected that these two meetings will address the following topics:

- Meeting #1: project information and existing conditions; public input on possible project alternatives; next steps
- Meeting #2: results of the project alternatives analysis and recommendations to the local decision-makers on a preferred alternative; next steps.

3. Project presentations to community groups. The County will provide project updates to local community groups either in person at group meetings, by e-mail and/or by social media in order to help keep the public informed on the status of this project.

4. Project website. The County will develop a project web site to provide public access to documents and other information in a timely manner. This site may also be used for one or more online (virtual) open houses to supplement the public meetings/open houses referred to above.

5. Stakeholder advisory committee (SAC). The County will form and staff a SAC to act as a sounding board for the development of project alternatives. It is anticipated that this group will meet 3 or 4 times during the course of the project.

SAC members will represent key interest groups in the area and/or involved with the project. Potential SAC members could include:

- Villages at Mt. Hood
- Mt. Hood Corridor CPO
- Rhododendron CPO
- Government Camp CPO
- Hoodland Fire District #74
- Mt. Hood Area Chamber of Commerce
- Sandy River Basin Watershed Council
- Oregon Trail School District
- Water Environment Services
- DTD staff – Planning and Engineering
- PGA staff

C. County land use/permit evaluation. The County will review County Codes and determine which permits will be necessary to undertake the proposed project alternatives. This analysis will be focused on identifying potential compliance problems or permitting issues associated with individual alternatives. The County will also identify State and Federal permits needed for each alternative.

D. Right of entry permits for study. The County will seek right of entry permits for the parcels identified as being potentially impacted by each alternative with the intent of allowing project team members to have access to individuals lots for project evaluation and analysis.

E. R/W Cost estimating/Impact evaluation. The County will develop a planning level right-of-way cost estimate and an initial right-of-way impact evaluation based on the “preferred alternative” selected by the Clackamas County team. The cost estimate will be based on available sales information in the local area and land use designation for the affected properties, when available. No site specific estimates will be performed for proposed relocations or site specific property impacts.

F. Summary of deliverables.

Project kickoff/field reconnaissance	April 30, 2014
Right-of-entries for field surveys	June 15, 2014
Initial design concepts (County Review)	September 1, 2014
Land use/permit evaluation	September 1, 2014
R/W cost estimating/impact evaluation	September 1, 2014
Newsletters/mailers	On-going
Project website	On-going
Community group presentations	On-going
Stakeholder Advisory Committee meetings	On-going
Public Meeting # 1	September 15, 2014
Draft Alternative Report/meeting graphics	December 31, 2014
Public Meeting #2	January 15, 2015
Local decision-makers review	February 15, 2015

G. Cost budget. The cost of the work to be reimbursed by FHWA is Not to Exceed the amount in block 24 of the cover page, unless an amendment to the Agreement is made in writing and agreed to by both parties. Clackamas County shall submit all invoices to FHWA for actual and reasonable costs incurred for reimbursement. See Section IV, D. Method of Billing and Proper Submission of Invoices.

• Project Management	\$ 50,000
• Public Involvement	\$ 35,000
• County Land Use/Permit Evaluation	\$ 5,000
• Right of Entry Permits	\$ 5,000
• RW Cost Estimating/Impact Evaluation	<u>\$ 10,000</u>
Total	\$105,000

IV. TERM OF AGREEMENT (period of performance)

The terms and conditions of this agreement shall become effective with and upon execution by the FHWA Contracting Officer and shall remain in effect for the Period of Performance through April 1, 2015, unless modified in writing by mutual agreement or terminated by either party upon thirty (30) days written notice. Full credit shall be allowed for each party's reimbursable costs and all non-cancelable obligations properly incurred up to the effective date of termination.

IV. FINANCIAL ADMINISTRATION

A. Total agreement amount. See block 24 of the cover page for funds obligated by this agreement.

B. Reimbursable payment. The servicing agency will receive payment on a reimbursable basis, upon receipt of invoice of costs incurred and authorized. The servicing agency is limited to recovery of actual costs only, to include back-up data with each request for payment. Back-up data includes all documents needed to support the requested reimbursement, such as record of contract payments, receipts, payrolls, and so on.

C. Prompt payment. The Government considers payment as being made the day a check is dated or the date of an electronic funds transfer (EFT). All days referred to in this clause are calendar days. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make the payment on the following working day without incurring a late payment penalty. The due date for making payments by the designated payment office is the 30th day after the designated billing office receives a proper invoice from the agency, or the 30th day after Government acceptance of services performed or supplies delivered. The Prompt Payment regulations do not require the Government to pay interest penalties if based on improper submission of invoices and incorrect EFT information provided by the Servicing Agency. The Government will compute any interest penalty in accordance with the Office of Management and Budget prompt payment regulations (5 CFR Part 1315).

D. Method of billing and proper submission of invoices. The Government shall pay the Servicing Agency, upon the submission of proper invoices, the prices stipulated in the agreed upon cost budget for services rendered or supplies delivered, as stated in Section III, F. Cost Budget. All invoices and final payments should reference the Agreement number, Project reference/title, and the COR's name and be sent to one of the following addresses:

US Mail

Western Federal Lands A/P Branch,
AMZ-150
PO Box 268865
Oklahoma City, OK 73125

FedEx

Western Federal Lands A/P Branch,
AMZ-150
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

Invoices may also be sent in .PDF format by electronic mail to WFLInvoices@faa.gov. The subject line of the message must include Agreement Number, Project reference/title, and invoice number. If the invoice is NOT Prompt Net 30, Terms should also be identified in the subject line, (for example, Prompt Net 14).

The following correct information constitutes a proper invoice and is required as payment documentation:

1. Name of Organization;
2. Invoice Date;
3. Agreement Number;
4. Vendor Invoice Number;
5. Organization Invoice Amount;
6. Description and quantity of goods and services rendered;
7. Performance Period;
8. Shipping and payment terms; and
9. Other substantiating documentation required by the Agreement.

E. Administrative fee. Unless otherwise explicitly stated in this Agreement, FHWA shall not be liable for any additional administrative fees.

F. Submission of FINAL INVOICE and Closeout of the RA - include in all non-Federal. If FHWA does not receive a FINAL invoice within 6 months after FHWA first requests a FINAL invoice submission, the Agreement will be closed and any remaining funds de-obligated. This time period may be waived by the Requesting Agency CO if the Servicing Agency provides a reasonable basis for the waiver.

If FHWA does not receive a signed Notice of Agreement Closeout within 2 months of receipt by the Servicing Agency, the Agreement will be closed and any remaining funds de-obligated.

V. KEY OFFICIALS

A. Requesting Agency – FHWA/Western Federal lands Highway Division (WFLHD).

Contact: Michael Odom, Contracting Officer's Representative (COR)
Voice: (360) 619-7568
Fax: (360) 619-7846
Email: mike.odom@dot.gov

Financial Contact: Non-Federal Katie Johnson
Voice: (360) 619-7660
Fax: (360) 619-7945
Email: Katie.Johnson.CTR@dot.gov

B. Servicing Agency-Clackamas County.

Primary Contact

Larry Conrad, Principal Transportation Planner (Project Manager)

Voice: (503) 742-4539

Email: LarryC@clackamas.us

Program Contact

Joel Howie, Capital Projects Manager

Voice: (503) 742-4658

Email: JHowie@clackamas.us

Finance Contact

Agency's DUNs number: 096992656

Christa Bosserman-Wolfe, Audit Manager.

2051 Kaen Road

Oregon City, OR 97045

Voice: 503-742-5407

Email: Cwolfe@co.clackamas.or.us

Fax: 503-742-5401

VI. SPECIAL PROVISIONS

A. All allowable costs will be in accordance with OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.

B. Any resultant contract must be issued with the Davis Bacon wage rate regulations.

VII. MODIFICATIONS

Any modifications to the Agreement must be made in writing and agreed to by both parties. Such authorizations are not binding unless they are in writing and signed by personnel authorized to bind each of the agencies.

VIII. AGREEMENT COMPLETION

When the Requesting Agency has accepted all deliverables, the Servicing Agency will provide a written project evaluation and final accounting of project costs to the requesting agency contact.

IX. TERMINATION

This Agreement may be terminated upon 30 calendar days written notice by either party. If this agreement is terminated by the Servicing Agency, its liability shall extend only to the release of its work products and related materials to the Requesting Agency by the effective date of termination. If this agreement should be terminated by the Requesting Agency, its liability shall extend only to pay for the actual and reasonable costs of the items/services rendered and the costs of any non-cancelable obligations incurred in accordance with the terms of this agreement prior to the effective date of termination, or final costs agreed upon by both parties. If the Servicing Agency incurs costs due to the Requesting Agency's failure to give the requisite notice of its intent to terminate the Agreement, the Requesting Agency shall pay any actual costs incurred by the Servicing Agency as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice. Otherwise, the Agreement will terminate upon the expiration date as stated in Section III. Term of Agreement – Period of Performance unless

the period of performance is extended by amendment to the agreement and as agreed by both parties.

X. AGREEMENT STANDARD CONDITIONS

A. Financial.

- 1. Funding.** In no case will the Servicing Agency make commitments or expenditures beyond 100% of funds obligated under this agreement as modified.
- 2. Additional funds.** The Requesting Agency and the Servicing Agency shall closely monitor funds. The Requesting Agency may increase the total obligation by modifying this agreement.
- 3. Duration of the agreement.** When agreement performance is expected to extend beyond the funding limits of the Requesting Agency's appropriation, the agreement may be extended provided the agencies have executed a modification using new funding.
- 4. Agreement closeout.** Upon receipt of the final accounting of project costs, the Requesting Agency will close the Servicing Agency account. The remaining balance in the agreement account will be de-obligated by the Requesting Agency Finance Office upon receipt of approved close-out documentation by the Contracting Officer.

B. Laws.

- 1. Compliance with applicable laws.** Both parties agree to comply with applicable authorities, laws and regulations, including those cited in this document.
- 2. 508 Compatibility.** Each Electronic & Information Technology (EIT) item/service furnished under this agreement shall comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as updated in 1998.
- 3. Competition Requirements for Servicing Agency.** All acquisitions awarded by the servicing agency in performance of this agreement shall comply with the Competition in Contracting Act (CICA), public law 98-369. (Applicable to agreements with other Federal agency)

C. Administration.

- 1. Responsibilities.** The Requesting Agency COR and the Servicing Agency designated official shall be responsible for technical oversight of the specified item/service, as set forth in the attached statement of work.
- 2. Alternate dispute resolution.** The parties to this agreement shall settle any disputes that may arise under this agreement by following direction in the Treasury Financial Manual, Volume 1.
Bulletin 2007-03, Section VII ("Resolving Intragovernmental Disputes and Major Differences").

D. Other.

- 1. Property.** Purchase of equipment required for performance of the work must be authorized by the agreement.

2. Travel. All travel under this agreement shall be in accordance with the Federal Travel Regulations, unless otherwise agreed to by both agencies.

3. Notices. Any communications affecting the operations covered by this agreement given by either party is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax to the Key Officials listed in Sections IV. and V. of this agreement. Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

4. Authorized representatives. Each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this instrument.



5
BOB COZZIE
 DIRECTOR

DEPARTMENT OF COMMUNICATIONS

COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER
 2200 KAEN ROAD | OREGON CITY, OR 97045

April 3, 2014

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement for the
 Metropolitan Area Joint CAD System between
 Clackamas County Communications (CCOM),
 City of Lake Oswego Communications (LOCOM), and
Washington County Consolidated Communications Agency (WCCCA)

Purpose/Outcomes	Approve an Intergovernmental Agreement between CCOM, LOCOM, and WCCCA, establishing a Computer Aided Dispatch (CAD) Partnership.
Dollar Amount and Fiscal Impact	There is no dollar amount tied directly to this request; however, the IGA specifies through the partnership that CCOM will be responsible for 33.33% of costs related to the joint agency purchase of a new CAD system, and costs related to that system through maintenance fees and upgrades.
Funding Source	The CCOM Member Board has committed to fund the CCOM portion of CAD-related costs through user fees, and with funds currently saved in reserve accounts.
Safety Impact	The collaboration will continue to protect the public's health, safety and welfare.
Duration	This agreement is perpetual; withdrawal and termination agreements are outlined within section 11 of the IGA.
Previous Board Action/Review	CCOM Director, Bob Cozzie met with the Board on March 25, 2014 in a Study Session to discuss the purchase of a replacement CAD system for the region. The Board unanimously approved the partnership purchase.
Contact Person	Bob Cozzie, CCOM Director, 503-723-4875

BACKGROUND:

In the March 25, 2014 study session with the Clackamas County Board of Commissioners, Director Cozzie provided detailed information regarding the multi-agency CAD purchase, which is a joint effort between CCOM, Washington County Consolidated Communications Agency (WCCCA), and the City of Lake Oswego Communications (LOCOM). The purchase of the CAD system was approved unanimously by the Board.

In conjunction with the purchase, a new Intergovernmental Agreement (IGA) has been drafted. This IGA creates the Metropolitan Area Joint CAD System ("MAJCS") with the following purpose: "The MAJCS is formed to foster collaborative efforts among the Partners to jointly acquire, operate and manage a regional CAD system as a joint operation." This IGA has been signed by the WCCCA Chair and by the Mayor of the City of Lake Oswego.

RECOMMENDATION:

Staff respectfully requests Board of County Commissioner approval of the IGA, and additionally requests approval to authorize the CCOM Director to sign contracts and related documents on behalf of the Board of Commissioners, subject to review and approval by County Counsel.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Bob Cozzie". The signature is written in a cursive, somewhat stylized font.

Bob Cozzie, Director, Clackamas County Communications (CCOM)

THIS INTERGOVERNMENTAL AGREEMENT-METROPOLITAN AREA JOINT CAD SYSTEM ("MAJCS") (the "Agreement") is entered into, by and among, the City of Lake Oswego, Clackamas County, and Washington County Consolidated Communications Agency (collectively the "Partners" or individually a "Partner"). It is effective on the date stated in section 18 ("Effective Date").

RECITALS

WHEREAS, the Partners provide 9-1-1 telephone answering and public safety dispatch for the public safety providers and citizens of their jurisdictions; and

WHEREAS, the Partners have determined in order to best serve their jurisdiction they need to collaborate and share resources of a jointly operated and managed CAD system.

AGREEMENT

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, where each Partner acknowledges such consideration, the Partners agree as follows:

1. **ESTABLISHMENT OF MAJCS:**

There is hereby established the Metropolitan Area Joint CAD System, for the purpose as described below and subject to the terms and conditions herein.

2. **STATEMENT OF PURPOSE:**

MAJCS is formed to foster collaborative efforts among the Partners to jointly acquire, operate and manage a regional CAD system as a joint operation.

3. **DEFINITIONS:**

The following is a definition of terms used herein:

- A. "CAD Management Team" or "CMT" is the body responsible for implementing the MAJCS and this Agreement, as more particularly described below.
- B. "Joint CAD System" shall be the multi-agency computer aided dispatch system described in the January 27, 2014, proposal and statement of work from Tiburon to WCCCA, and including the CommandCAD version 2.9 and MobileCOM version 5.3, or the latest available versions of each.
- C. "MAJCS" is the Metropolitan Area Joint CAD System.
- D. "Partners" shall mean the City of Lake Oswego, acting by and through Lake Oswego Communications ("LOCOM") Clackamas County, acting by and through Clackamas County Department of Communications ("CCOM"), Washington County Consolidated Communications Agency ("WCCCA") and such other entities as may be added as Partners at a later date in accordance with this Agreement.

- E. "MAJCS Property" includes the joint CAD system plus any other property that has been jointly purchased by the Partners. It does not mean property purchased by a Partner for use in its communications center for the purposes of connecting to the joint CAD system.

4. CAD MANAGEMENT TEAM:

- A. The CMT will consist of one staff representative from each Partner. The CMT shall elect a Chair, and Vice-Chair, who shall each serve for a one year term. There is no limit on the number of terms a Partner's representative may serve, nor is there any limit on the number of terms the Chair and Vice-Chair may serve. The Chair, or in the Chair's absence the Vice-Chair, shall preside over all CMT meetings.
- B. Partners, through the CMT, shall govern the operation of MAJCS. Each Partner shall appoint, at its pleasure, one primary representative, and one alternate representative who may attend all CMT meetings. The primary and alternate CMT representatives may participate in all discussions of the CMT; provided however that the vote of the Partner shall be cast only by the primary representative, unless the primary representative is absent, in which event the alternate representative may cast the Partner's vote.
- C. The CMT shall meet at a minimum of once a year or more frequently as determined by the Chair or as requested by any Partner.
- D. All meetings of the CMT shall be held in accordance with Oregon Public Meeting Laws, ORS 192.610 et seq.
- E. A quorum of the CMT shall be a majority of the Partners.
- F. All decisions of the CMT, unless otherwise provided herein, shall require approval by a quorum of the CMT. Each member of the CMT has one vote.
- G. The CMT Chair shall be responsible for providing notices of meetings to all Partners, as well as providing notices and keeping minutes as required by Oregon Public Meetings Laws.

5. ACQUISITION OF JOINTCAD SYSTEM

WCCCA shall procure the Joint CAD System on behalf of the Partners, at a cost approved in writing by all the Partners, in conformance with applicable state and local public contracting laws and regulations. The Partners will mutually agree in writing to a date by which WCCCA will purchase the joint CAD system.

6. ADDITIONAL PARTNERS:

Additional Partners may be added through an amendment to this Agreement.

7. MAJCS FUNDING:

A. Capital Cost shall include but not be limited to the direct cost for project management, planning, design, engineering, procurement, labor and materials for installation, testing, commissioning of additions to the CAD system.

B. Operating Cost shall be the amount required for the operation and maintenance of the Joint CAD System and other MAJCS Property including but not limited to the direct cost for license fees, vendor support costs, software and hardware upgrades and/or replacement costs, maintenance, personnel, direct costs, facilities use and rental costs, and training.

C. Capital, maintenance and operating costs shall be apportioned based on the number of production CAD workstations in use. Production CAD workstations are those in the live dispatch or call taking environment. Production CAD workstations do not include administrative or training terminals. The number of production CAD workstations and the apportionment percentages for each Partner as of the date of execution of this Agreement are shown on attached Exhibit A.

D. Any changes to the funding formula must be approved by a unanimous vote of all members of the CMT.

E. Financial management will be handled by WCCCA , which will invoice partners for capital, maintenance and operating costs directly associated with this agreement and the operation of the Joint CAD System and other MAJCS Property.

8. STAFFING:

A. The Partner represented by the CMT Chair will provide staffing and support services for the CMT during the CMT Chair's tenure. This includes, among other things, meeting notices, agendas and minutes.

B. If the CMT determines other staff is necessary, all costs associated with that individual(s) will be shared using the formula identified in section 7.

9. OPERATIONAL RESPONSIBILITIES:

A. The Partners shall be responsible for all maintenance and the associated costs for operation and management of the Joint CAD System and other MAJCS Property.

B. Each Partner is individually responsible for capital and operating costs that are unique to their agency. All other capital and operating costs that are common to all Partners shall be allocated consistent with the formula in section 7.

C. Clackamas County and WCCCA agree to house, and to waive costs associated with housing the primary and secondary servers and other equipment necessary for operating the Joint CAD System. Server housing costs include provision of space for the hardware, appropriate HVAC, and utilities to operate the server.

D. The costs of any additional servers added to the MAJCS system in the future shall be the responsibility of the Partner(s) hosting such server(s).

10. TRAINING:

Initial training by the vendor is covered under the purchase contract. Each Partner shall be responsible for personnel costs of their employees while attending training.

11. TERM, WITHDRAWAL, AND TERMINATION:

This Agreement is intended to be perpetual provided:

- A. Any Partner may withdraw from MAJCS upon submitting written notice to all MAJCS Partners not later than June 30 of any year, for withdrawal effective July 1 of the following calendar year (i.e. minimum 1 year notice); and
- B. MAJCS may be dissolved upon mutual agreement of a majority of the Partners. A plan of dissolution shall be adopted unanimously which provides for the distribution of assets and an agreed upon time line for the end of the partnership.

12. DISPUTE RESOLUTION:

In the event any Partner disputes any application of a term or provision herein, any such dispute or disagreement shall be addressed as provided herein:

- A. Disputing Partner shall set forth the dispute in writing and shall deliver it to the CMT consistent with section 16. The written statement shall at a minimum set forth: (1) the applicable term, provision or condition of this Agreement; (2) the basis of the dispute; (3) identify any impacted Partners and extent of impact if possible; and (4) a proposed resolution. The disputing Partner shall present the written statement to the CMT as soon as reasonably practicable after the dispute arises.
- B. The CMT shall appoint representative(s) to meet and confer with the disputing Partner, and any Partner(s) directly impacted by the dispute. The appointment of the representative(s) shall be at the sole discretion of the CMT, and, the CMT shall appoint a representative(s) not directly impacted by the dispute, if possible. If necessary, to ensure a neutral decision-maker, the CMT may hire a mediator or other dispute resolution provider. Representative(s) may negotiate the dispute to resolution, and if resolution requires further action of the MAJCS, the representative(s) may present a recommendation for such action to the CMT.
- C. In the event the dispute is not resolved in accordance with Section 12(B), the dispute shall be presented to a mediator mutually acceptable to the CMT and disputing Partner. The CMT and the disputing Partner shall have twenty (20) calendar days to agree on a mutually acceptable mediator. Should they fail to do so in such time, either may request the Presiding Judge of the Circuit Court in Washington County to appoint a mediator. MAJCS and disputing Partner shall share equally in the cost of the mediator.
- D. If mediation is not successful, a Partner may file an action in Washington County Circuit Court to resolve the dispute. Any trial will be to the court without a jury. In any such action, including any subsequent appeal, each Partner is responsible for its own costs and fees, including attorney fees.

13. INDEMNIFICATION:

Each Partner shall hold harmless and indemnify the other Partners for the acts or omissions of the Partner and its commissioners, officers, employees, agents and assigns in the performance of their respective responsibilities and duties under this Agreement, subject to limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution.

14. DIVISION OF MAJCS PROPERTY UPON MAJCS DISSOLUTION:

If the Partners dissolve MAJCS, all Partners shall receive a share of any sale proceeds of any MAJCS Property based on the payment formula outlined in Section 7c.

15. ASSIGNMENT:

The rights and obligations of each party under this Agreement may not be assigned in whole or in part without the prior written consent of all the Partners.

16. NOTICE:

Notices to any Partner shall be provided as set forth below in writing and sent by either certified US mail, return receipt requested, or by personal delivery to:

City of Lake Oswego
c/o Police Department Communications Manager
P.O. Box 369
Lake Oswego, OR 97034

Washington County Consolidated Communications Agency
c/o Director
17911 NW Evergreen Parkway
Beaverton, OR 97006

Clackamas County
c/o Director
Clackamas County Communications
2200 Kaen Road
Oregon City, OR 97045

17. AMENDMENTS:

This Agreement may be amended only by a written instrument signed by all parties to this Agreement.

18. EFFECTIVE DATE:

This Agreement shall be effective on the date it is fully executed by the Partners.

19. **SEVERABILITY:**
The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part shall not affect the remainder of this Agreement.
20. **INTERPRETATION:**
The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement and according to Oregon law.
21. **DEBT LIMITATION:**
This Agreement is expressly subject to the debt limitation upon any of the Partners, as provided for in the Oregon Constitution and state law, and is contingent upon funds being appropriated. Any provisions herein, which conflict with applicable law, are deemed inoperative to that extent.
22. **EXECUTION IN COUNTERPARTS:**
This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute the same agreement.

[SIGNATURES ON FOLLOWING PAGE]

Clackamas County

By _____

Printed Name

Title

Date

Approved As To Form

By _____

Printed Name

Title

Date

WCCCA

By Denny Doyle

Printed Name

Title

Date

Approved As To Form

By David F. Doughman

Printed Name

Title

Date

City of Lake Oswego

By Kent Studabaker

Printed Name

Title

Date

Approved As To Form

By David Powell

Printed Name

Title

Date

EXHIBIT A

Production CAD workstations and the apportionment percentage

Partner	Production CAD workstations	Apportionment percentage
WCCCA	22	52.38%
CCOM	14	33.33%
LOCOM	6	14.29%

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Approval of Previous Business Meeting Minutes:

March 13, 2014

(minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, March 13, 2014 - 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

II. CITIZEN COMMUNICATION

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

1. Les Poole, Gladstone – Misc. issues including, Trolley Trail bridge, Metro, etc.
2. Maryanna Moore, Gladstone – comments regarding Gladstone Library.
3. Roy Burges, Milwaukie – spoke in opposition of legalizing marijuana.

~Board Discussion~

III. PREVIOUSLY APPROVED LAND USE ISSUE *(No public testimony on this item)*

Previously Approved at the February 12, 2014 Land Use Hearing

1. Board Order No. **2014-18** Adopting a Previously Approved Comprehensive Plan Map Amendment and Zone Change for the Molalla River School District – File No. Z0513-13-CP/Z0514-13-ZAP

Nate Boderman, County Counsel presented the staff report.

MOTION:

Commissioner Smith: I move we adopt the Board Order related to applications by the Molalla River School District for an amendment to a previously approved Comprehensive Plan Map Amendment and Zone Change to eliminate a condition of approval limiting the future use of the property to a school; as previously approved at the February 12, 2014 Land Use hearing.

Commissioner Bernard: Second.

~Board Discussion~

Clerk call the poll:

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passed 5-0.

IV. DISCUSSION ITEMS (

~NO DISCUSSION ITEMS SCHEDULED

V. CONSENT AGENDA

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

MOTION:

Commissioner Bernard: I move we approve the consent agenda.

Commissioner Schrader: Second.

Clerk call the poll:

Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Commissioner Smith: Aye.
Commissioner Bernard: Aye.
Chair Ludlow: Aye - the motion passes 5-0.

A. Health, Housing & Human Services

1. Approval to Apply for the Affordable Care Act Patient Centered Medical Home, Facility Improvements Grant Program through the Federal Bureau of Primary Care – Health Centers
2. Approval of an Amendment to an Intergovernmental Agreement with Oregon Department of Transportation Public Transit Division for Vehicle Repair for the Mt. Hood Express Bus Service – *Social Services*
3. Approval of Amendment No. 7 to an Intergovernmental Agreement with the State of Oregon, Acting by and through its Oregon Health Authority, for Operation of a Community Mental Health Program in Clackamas County – *Behavioral Health*
4. Approval of a Services Contract with Health Share of Oregon to Expand the Healthy Homes Intervention Home Visit Program – *Public Health*

B. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement with the City of Portland for Continued Administration of the Master Recycler Training Program
2. Approval of a Cooperative Improvement Agreement, No. 29477 with Oregon Department of Transportation for the OR 99E, SE Vineyard Road Signal Project

C. Elected Officials

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

D. Technology Services

1. Approval of a Contract with Xiologix LLC to Provide and Install an Enterprise Backup and Recovery System

VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Board Order No. **2014-19** Authorizing North Clackamas Parks & Recreation District to Apply for the Oregon Parks and Recreation Department Land and Water Conservation Fund Grant Program for the Harmony Road Neighborhood Park

VII. COUNTY ADMINISTRATOR UPDATE

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

VIII. COMMISSIONERS COMMUNICATION

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

Meeting Adjourned – 11:05 AM



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April 3, 2014

Board of Commissioners
Clackamas County

Members of the Board:

Resolution Supporting Efforts to Establish a Willamette Falls State Heritage Area & Urging Designation of Such by the Oregon Heritage Commission

Purpose/Outcome	Approval of a resolution supporting efforts to establish a Willamette Falls Heritage Area and attain state designation by the Oregon Heritage Commission.
Dollar Amount and Fiscal Impact	There is no fiscal impact to the County associated with attaining this designation.
Funding Source	None
Safety Impact	None
Duration	There is no established termination of status once it is attained.
Previous Board Action/Review	In January of 2012, a prior Board approved a similar resolution urging federal designation of a National Willamette Fall Heritage Area. This application is still in process.
Contact Person	Danielle Cowan, Executive Director – Clackamas County Tourism & Cultural Affairs - 503-655-8420
Contract No.	NA

BACKGROUND:

The Willamette Falls and surrounding vicinity is a place where natural, cultural, and historic resources coalesce to form an area of regional, state and national importance. It is the nexus of geologic formations created by the Missoula Floods, which contributed to the fertility of the Willamette Valley. It was a focal point of trade and fishing for native peoples. After discovery by white explorers, it became an area of significance for trapping and trading interests, including the Hudson's Bay Company. These activities paved the way for settlement and the establishment of the first incorporated city and official seat of government in the American West. When word spread of the bounties and opportunities available in the Oregon Territory, the Area became a major destination point for the Oregon Trail, one of the largest overland migrations in human history. The Falls and surrounding Area continued to influence the development of the region and the Nation. The Falls themselves became an important industrial resource by providing mechanical, and eventually hydroelectric power, to local woolen and paper mills. The Willamette Falls are also home to the oldest multi-lift navigational locks in the United States.

Beginning in 2006, a group of public, private, and nonprofit organizations came together under the common goal of preserving the Willamette Falls area's heritage and sharing it with visitors from near and far. After several years of exploring ideas, goals, and potential projects, the group arrived at a bold new strategy. In 2010, Congressman Kurt Schrader introduced House Resolution 4081 on behalf of the coalition, which would have funded a feasibility study necessary for establishing a National Heritage Area around the Willamette Falls. To capitalize on the momentum of HR 4081, and to create a more formalized body to support the National Heritage Area goal, the group formed the Willamette Falls Heritage Area Coalition.

Participating partners in the Coalition currently include:

- City of West Linn
- City of Oregon City
- City of Lake Oswego
- Clackamas County
- Clackamas County Tourism Development Council
- Confederated Tribes of the Grand Ronde
- Oregon State Historic Preservation Office
- Oregon Parks & Recreation Department
- Clackamas County Historical Society
- Clackamas County Arts Alliance
- Main Street Oregon City
- Main Street West Linn
- Ice Age Floods Institute
- Willamette Falls Heritage Foundation
- Portland General Electric
- West Linn Paper Company

While House Resolution 4081 did not pass into law, efforts by the Coalition continued. With funding contributed by members, the Coalition hired a project manager to coordinate outreach, conduct research, secure community support, and draft a Feasibility Study to be submitted to the National Parks Service for evaluation. Approval by the National Parks Service is the first step for achieving National Heritage Area status, followed next by Congressional designation. If approved, the Willamette Falls Heritage Area would be the first National Heritage Area established on the West Coast. Designation status bring with it national attention to the area, as well as several years of federal funding for promotion, education and outreach. Unlike local historic districts for zoning purposes, National Heritage Area designation brings with it no land use restrictions or preservation requirements. It is outside of the auspices of the State Preservation Office. In January of 2012, the Clackamas County Board of Commissioners approved Resolution 2012-01 urging Congressional approval of Willamette Falls National Heritage Area.

The outreach and research phases of the federal application have been completed. Editing of the study is in its final stage, and the application process is still in play with the National Parks Service.

In the interim, the Coalition approached the Oregon State Heritage Commission about obtaining State Heritage Area status. It was learned that while State Parks has the "Champoeg State Heritage Area," no such official state designation program was in place. Working with the Coalition, the Heritage Commission and staff established criteria and an application process. As with the Federal designation, the Heritage Commission's designation comes with no land use restrictions or preservation requirements.

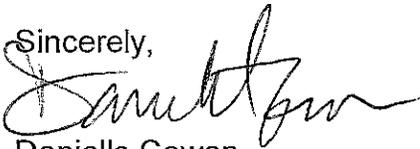
With a new State Heritage Area process now in place, it seems appropriate that the Willamette Falls State Heritage Area should be the first officially-established State Heritage Area in Oregon.

Attached for the Board's consideration is a resolution of support of this designation.

RECOMMENDATION:

It is respectfully requested that the Board of County Commissioners articulate its support of efforts to establish a Willamette Falls State Heritage Area by approving the attached resolution.

Sincerely,



Danielle Cowan
Executive Director,
Clackamas County Tourism & Cultural Affairs

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

Resolution Supporting Efforts to Establish a
Willamette Falls State Heritage Area;
Urging Designation of such by the
Oregon State Heritage Commission



Resolution No.

Whereas, State Heritage Areas are designated by the Oregon State Heritage Commission as places of natural, cultural, and historic significance for Oregon; and

Whereas, the Willamette Falls Area is an important nexus of the geologic formations created by the Missoula Flood, including the Willamette Meteorite and the foundation of the unmatched fertility of the Willamette Valley; and

Whereas, the Falls Area was an important gathering place for fishing and trade amongst numerous tribes for centuries prior to white settlement; and

Whereas, the Falls Area has been and continues to be an important transportation hub for trade, commerce and recreation; and

Whereas, following discovery by white explorers in 1810, the Falls Area became a focal point for early trappers and traders, including the Hudson's Bay Company and John McLoughlin; and

Whereas, trading activities led to establishment of the first incorporated city and official seat of government in the American west; and

Whereas, the 2000-mile journey of the Oregon Trail ended at the Falls Area, making it a destination point for one of the largest migrations in human history; and

Whereas, the power of Willamette Falls has inspired human industry since its discovery, providing mechanical power for early saw mills and eventually hydroelectric power for local woolen and paper mills and is home to the oldest multi-lift navigation locks in the United States.

NOW, THEREFORE IT IS HEREBY RESOLVED:

Clackamas County supports the efforts of the Willamette Falls Heritage Area Coalition to attain State Heritage Status for the Willamette Falls Area and urges the Oregon State Heritage Commission to find that such status is merited and establish a Willamette Falls State Heritage Area.

DATED this 3rd of April, 2014

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



8

COPY

GARY BARTH
DIRECTOR

BUSINESS AND COMMUNITY SERVICES

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

April 3, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

**A Board Order Approving the Clackamas County Public Oral Auction
To Disperse Tax Foreclosed and Surplus Properties
May 14, 2014.**

Purpose/Outcomes	Public Oral Auction to return tax foreclosed parcels to the tax rolls generating property tax revenue for all taxing jurisdictions within Clackamas County.
Dollar Amount and Fiscal Impact	All proceeds from property sales in excess of the actual expenses incurred by the County to operate the program are distributed by the County Treasurer to all taxing entities within Clackamas County. Dollar amount varies depending on the auction results.
Funding Source	No General Fund resources are currently allocated to this program.
Safety Impact	Limit the County liability on these parcels by returning the properties to the tax rolls.
Duration	The auction is held annually.
Previous Board Action	A Study Session with the Board of County Commissioners was held on March 11, 2014 to discuss these parcels. The Board approved the list of properties for the May 14, 2014 Public Oral Auction.
Contact Person	Rick Gruen, Property Resources Manager 503.742.4345
Contract No.	N/A

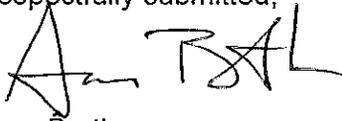
BACKGROUND: Clackamas County's Department of Assessment and Taxation annually forecloses on tax-delinquent properties. The foreclosure process is a six year process – taxes must be delinquent for three years, then a two year judgment is filed and in the sixth year foreclosure occurs and the property 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 is then transferred to the Property Resources Division of the Department of Business and Community Services.

Property Resources Division is tasked with managing, administering and dispersing of tax foreclosed real property assets in a cost effective manner that will provide a County public benefit. Oregon Revised Statutes provides for Property Resources Division to recover annual operational expenses. No General Fund resources are currently allocated to this program

For information on this issue or copies of attachments, please contact Rick Gruen at 503.742.4345

RECOMMENDATION: Staff recommends Board approval of the proposed Public Auction sale list including established minimum bids.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Gary Barth". The signature is stylized with a large initial "G" and "B".

Gary Barth,
Director of Business and Community Services

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

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 at 10:00 a.m. on May 14, 2014.

Parcels may be encumbered with restrictions, easements, conditions and covenants.

**Clackamas County Surplus Real Estate Public Oral Auction
Development Services Building
Auditorium
150 Beaver Creek Rd., Oregon City, OR 97045
May 14, 2014**

REGISTRATION begins at 9:00 a.m. / AUCTION begins at 10:00 a.m.
*** Auction will be conducted in English and in U.S. currency only ***

Item #	Map #	Description	Assessed Real Market Value \$	Minimum Bid \$	20% Deposit Amount \$
1	11E35DD 05500	VACANT LAND – off of SE 22 nd Ave & SE Lark Street, Milwaukie area, approximately 0.64 acres	52,346	13,086	2,617
2	11E35DD 07300	VACANT LAND – off of SE 20 th & SE Lark Street, Milwaukie, approximately 0.23 acres.	41,000	10,250	2,050

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

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

3	21E24AC 02401	VACANT LAND - off Mapleton Dr., West Linn, approximately 3.07 acres	386,358	Based on April 2014 Market Value Appraisal	
4	27E32BC 11700	VACANT LAND – in Hoodland area, off of E. Lataurelle Avenue approximately 0.06 acres.	3,282	820	164
5	22E29DA 03001	VACANT HOUSE – 16761 Livesay Rd., Oregon City, approximately 0.69 acres.	87,527	43,764	8,753
6	27E34CC 02801	VACANT LAND - off E. Lolo Pass Road., Welches area, approximately .25 acres.	32,821	16,410	3,282
7	32E12B 01100 32E12B 03101	VACANT LAND – off S. Creek Road., Redland area, approximately 2.67 acres and .27 acres Combined total acres 2.94	60,645	30,322	6,064
8	34E28BC 10300	VACANT LAND - Estacada area, 603 SE Espinosa Street approximately 1.71 acres.	109,548	54,774	10,955
9	37E04B 05700	VACANT LAND – on E Routledge Lane, Hoodland, approximately 4.99 acres.	64,138	32,069	6,414
10	43E29 00204	VACANT LAND – on Rockie Drive, Beavercreek/Mulino, approximately 5.08 acres.	98,569	49,285	9,857
11	22E34C 00300	VACANT LAND – Redland Road near Hidden Lake., approximately 7.76 acres.	134,110	67,055	13,411

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

In the Matter of the Sale of Real
Property acquired by Clackamas
County by tax deed, gift or purchase.



ORDER NO.

Page 3 of 3

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; and

DATED this 3rd day of April, 2014

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



Beyond clean water.

9
Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

April 3, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

**APPROVAL OF CONSTRUCTION AGREEMENT
BETWEEN CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 AND
STETTLER SUPPLY & CONSTRUCTION FOR THE
KELLOGG CREEK WPCP PRIMARY CLARIFIER NO. 1 REBUILD PROJECT**

Purpose/Outcomes	Primary clarifier #1 components are aged and in danger of failing at any time. Replacement components and repairs will provide reliability of primary treatment processes needed for overall compliance with discharge permits.
Dollar Amount and Fiscal Impact	The agreement is for an amount not to exceed \$482,807. This project is funded in the Clackamas County Service District #1 2013/2014 annual budget.
Funding Source	Clackamas County Service District #1
Safety Impact	N/A
Duration	April 2014 thru October 2014
Previous Board Action	None
Contact Person	Liz Garcia, Interim WES Director
Contract No.	P112066

BACKGROUND:

Originally constructed in the early '70's, primary clarifier #1 has performed primary wastewater treatment processes well. However, the drive mechanism and basin mechanical equipment having been last rebuilt in 1994, are far past their useful life and in danger of complete failure. Areas of severe hydrogen sulfide deterioration to concrete surfaces also need to be addressed to preserve assets. A thorough professional evaluation identified the need for the extent of repairs outlined in project construction documents.

This project includes replacing the drive and basin mechanical components, as well as rehabilitation efforts to deteriorated concrete surfaces in clarifier troughs. All labor and materials anticipated for this work are included in the not to exceed amount.

On February 26, 2014 and March 5, 2014 the District publicly advertised the Clackamas County Service District #1 – Kellogg Creek WPCP Primary Clarifier No. 1 Rebuild Project. In addition, the District held a mandatory pre-bid site visit for potential bidders on March 5, 2014, allowing extensive interaction between District personnel and potential bidders. On March 12, 2014 the District opened received bids and confirmed that the low responsive bidder is eligible to perform work in the State of Oregon and is not on the State's ineligible list. Of the bids received, it has been determined that Stettler Supply & Construction is the low responsive bidder.

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

For these reasons, Staff recommends:

1. The Board of County Commissioners, acting as the governing body of Clackamas County Service District #1, a county service district ("District"), and as the Local Contract Review Board, make a finding that advertisements for bids were properly published, that written bids were timely received by the District, and that bids were opened publicly at the designated time; and
2. The Board approve the construction contract for the Kellogg Creek WPCP Primary Clarifier No. 1 Rebuild Project between Clackamas County Service District #1 and Stettler Supply & Construction for an amount not to exceed \$482,807.00; and
3. The Director of Water Environment Services be authorized to execute the agreement between Stettler Supply & Construction and Clackamas County Service District #1 without further Board action.

Respectfully submitted,

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

Liz Garcia
Interim WES Director

SECTION 00500

AGREEMENT

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2014 by and between Clackamas County Service District No. 1 (hereinafter called OWNER) and _____ (hereinafter called Contractor).

OWNER and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

- 1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Kellogg Creek WPCP Primary Clarifier No. 1 Rebuild Project

Article 2. THE PROJECT

The Project for which the Work is described in the Contract Documents.

Article 3. ENGINEER

- 3.1 The term Engineer is defined in the Supplementary Conditions.
- 3.2 Engineer is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIMES

- 4.1 All time limits for milestones, if any, substantial completion, and completion and readiness for final payment are stated in the Contract Documents and are of the essence of the Contract.
- 4.2 The Contractor shall commence work within 10 calendar days after receipt of written Notice-to-Proceed. Contractor shall substantially complete the Work identified by September 15, 2014, and the Work shall be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions by October 1, 2014. The written notice to proceed will be forwarded to the Contractor after the Contractor submits the signed Agreement, Performance Bond and Payment Bond, and Certificate of Insurance to the OWNER and these documents have been approved as to form by the OWNER's attorney, signed by the OWNER.
- 4.3 Contractor and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.2 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any

such proof, OWNER and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay OWNER five hundred dollars (\$500.00) for each calendar day that expires after the time specified in Paragraph 4.2 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 4.2 above for completion and readiness for final payment or any proper extension thereof granted by OWNER, Contractor shall pay OWNER five hundred dollars (\$500.00) for each calendar day that expires after the time specified in Paragraph 4.2 above for completion and readiness for final payment, plus any fees or penalties imposed by regulators for other violations.

Article 5. CONTRACT PRICE

- 5.1 OWNER shall pay Contractor for completion of the Work in accordance with Contract Documents an amount in funds equal to the sum of the amounts determined pursuant to Article 5.2.

Unless changes and alterations in the Plans, quantities or details of construction materially change the character of the work to be performed or the unit costs thereof, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the same unit prices as are provided under the Contract for the accepted quantities of work done.

If, however, changes and alterations in the Plans, quantities or details of construction materially change the character of work or unit costs thereof, compensation for such work will be made on such basis as may be agreed upon in advance of performance of work, or in case no such basis has been agreed upon, then an allowance may be made, either for or against the Contractor. Payment will be made at unit prices only for work actually performed or materials actually furnished according to actual measurement. If the amount of any major work item (excluding concrete crack repair) changes by more than 25%, compensation for all work that differs from the original estimated quantities for that work item may be made on such basis as may be agreed to in advance of performance of work, or in case no such basis has been agreed upon, an allowance may be made, either for or against the Contractor in such amount as the Engineer determines is fair and equitable. For the purpose of this Section, a major work item is defined as an item that constitutes at least 10% of the total contract bid amount based on either the estimated original quantities or the actual quantities and Contractor's original Bid prices.

If the Contract is done on a lump sum basis, the adjustment for increases or decreases may be based, at the sole discretion of the Engineer, on a theoretical unit price. This price will be determined by dividing the Contractor's applicable breakdown category price by the estimated quantities of all units of work within the applicable breakdown category.

- 5.2 For all Work, as broken down in the following:

- A. Base Bid amount identified in the Bid Form.

Lump Sum Price: \$ _____
(in figures)

B. Owner Contingency Allowance identified in the Bid Form: \$10,000.00

C. Bid Alternate "A" identified in the Bid Form.

Lump Sum Price: \$ _____
(in figures)

D. Bid Alternate "B" identified in the Bid Form.

Total Amount: \$ _____
(in figures)

E. Total Bid Amount: \$ _____
(in figures)

5.3 The Contract Price is the total price stated in Contractor's Bid, attached hereto as an exhibit.

Article 6. PREVAILING WAGE RATES

6.1 CONTRACTOR agrees that the provisions required by ORS 279C.830 pertaining to CONTRACTOR's payment of prevailing wage rates shall be included as part of this Agreement. Each worker in each trade or occupation employed in the performance of the contract either by the CONTRACTOR, subcontractor or other person doing or contracting for whole or any part of the work on this contract, shall be paid not less than the applicable prevailing wage in effect for this contract.

Article 7. PAYMENT PROCEDURES

7.1 Progress Payments and Retainage

- A. Payment for all work under the Contract will be made at the price or prices bid, and those prices shall include full compensation for all incidental work.
- B. If the Contract is for a public work and the Contract price is \$50,000.00 or more, supply and file, and require every Subcontractor to supply and file, with the OWNER and with the Wage and Hour Division, Bureau of Labor and Industries, 1400 S.W. Fifth Avenue, Portland, Oregon 97201, a statement in writing that conforms to the requirements of ORS 279C.854. The schedule for submitting payroll information is as follows: Once before the first payment and once before the final payment is made; in addition, for projects exceeding ninety (90) days for completion, submissions are to be made at ninety (90) day intervals.
- C. Make progress estimate of work performed in any calendar month and submit to the Engineer for approval by the 5th day of the following month. These estimates shall include value of labor performed and materials incorporated in the work since commencing work under the Contract. Such estimates need not be made by strict measurements and may be approximate only, and shall be based upon the whole amount of money that will become due according to terms of the Contract when Project has been completed.

- D. If the Contract price is determined, in whole or in part, on a Lump Sum basis, prepare an itemized cost breakdown relating thereto and have the Engineer approve in accordance with Division 1 requirements; progress estimates based on said itemized cost breakdown may be the basis for progress payments. Upon direction by the Engineer provide for revision of the costs breakdown to reflect the true costs of the work as it progresses.
- E. If the Contract price is determined wholly on a unit basis, Engineer may use Unit Prices bid in making progress estimates on the work. In case said Unit Prices do not, in the opinion of the Engineer, truly represent actual relative costs of different parts of work, a percentage of the Unit Price may be used in making progress estimate adjustments.
- F. If the OWNER receives written notice of any unsettled claims for damages or other costs due to Contractor's operations including, without limitation, claims from any County Department or other governmental agency, an amount equal to the claim may be withheld from the progress or final payments until such claim has been resolved to the satisfaction of Engineer.
- G. Progress payments will be made by OWNER on a monthly basis within thirty (30) days after receipt of the Contractor's estimate of work performed, or 15 days after the payment is approved by the Engineer, whichever is the earlier date. Negotiable warrants will be issued by OWNER for the amount of the approved estimate, less five percent (5%) retainage. Such amount of retainage shall be withheld and retained by OWNER until it is included in and paid to Contractor as part of the final payment of the Contract amount. Securities in lieu of retainage will be accepted, or if Contractor elects, retainage as accumulated will be deposited by OWNER in an interest-bearing account pursuant to ORS Chapter 279 for progress payments. After fifty percent (50%) of the Work under Contract is completed, and the Work is progressing satisfactorily, the OWNER may elect to eliminate further retainage on any remaining monthly Contract payments. Said elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of the Contractor's Surety.
- H. The Engineer may decline to approve an application for payment and may withhold such approval if, in the Engineer's opinion, the work has not progressed to the point indicated by the Contractor's submittal in paragraph C above. The Engineer may also decline to approve an application for payment or may reduce said payment or, because of subsequently discovered evidence or subsequent inspections, he may nullify the whole or any part of any payment previously made to such extent as may be necessary in his opinion to protect the OWNER from loss because of: (1) defective work not remedied, (2) third party claims filed or failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment, unless Surety consents to such payment, (3) reasonable doubt that the Work can be completed for the unpaid balance of the Contract sum, (4) damage to another contractor's work, (5) reasonable indication that the Work will not be completed within the Contract time (6) unsatisfactory prosecution of the Work by the Contractor, (7) claims against the Contractor by the OWNER, (8) failure of Contractor to submit updated project schedules as specified.

When the above grounds are removed, payment shall be made for amounts withheld because of them. Withholding of progress payments or partial payments under the criteria set forth above shall not entitle the Contractor to interest on such withheld payments or partial payments.

- I. If Contractor fails to complete the Project within the time limit fixed in the Contract or any extension, no further estimate may be accepted or progress or other payments allowed until the Project is completed, unless approved otherwise by OWNER.
- J. Progress estimates are for the sole purpose of determining progress payments and are not to be relied on for any other purpose. The making of a progress payment shall not be construed as an acceptance of any of the work or materials under the Contract.
- K. When the progress estimate indicates that the progress payment would be less than one thousand dollars (\$1000), no progress payment will be made for that estimate period, unless approved by the Engineer.
- L. Contractors are required to provide the OWNER with a list of Contractor's personnel who are authorized to personally receive contract payments. This written authorization must be signed by an officer of the Contracting company and will be placed on file in the OWNER's office. No payment will be released to an unauthorized person.

7.2 Final Estimate and Final Payment

- A. Pursuant to ORS Chapter 279C, notify the Engineer in writing when work is considered complete and Engineer shall, within fifteen (15) days after receiving notice, make a final inspection and either accept the work or notify Contractor of work yet to be performed on the Contract. If accepted, Engineer shall so notify Contractor, and will make a final estimate and prepare a Certificate of Completion recommending acceptance of the Work as of a certain date.
- B. If the Contractor believes the quantities and amounts specified in the final estimate and Certificate of Completion prepared by the Engineer to be incorrect, Contractor shall submit to the Engineer within fifteen (15) days of mailing of the Engineer's final estimate and Certificate of Completion to the Contractor's last known address as shown in the records of the OWNER, an itemized statement of any and all claims for additional compensation under the Contract which are based on differences in measurements or errors of computation. Any such claim not so submitted and supported by an itemized statement within said fifteen (15) day period is expressly waived and the OWNER shall not be obligated to pay the same. Nothing contained herein shall limit the requirements of Standard General Conditions; Section 00700, Subsection 10.05, *Claims*.
- C. Upon receipt of the executed Certificate of Completion from the Contractor, and approval by the Engineer, the Engineer will process the final payment.
- D. Provided Contractor submits a claim in the manner and time as required in B. above, the Engineer, as soon as practicable, will consider and investigate the claim

or claims of the Contractor for compensation earned under the Contract and not included in the Engineer's final estimate and Certificate of Completion. The Engineer will then promptly advise the Contractor of acceptance or rejection of the claim in full or part. If the Engineer allows the Contractor's claims in full or in part, Engineer will prepare a revised final estimate and Certificate of Completion, including all such items allowed and will submit the same to the Contractor.

- E. The Contractor shall execute and return the revised Certificate of Completion within five (5) days of its receipt together with notice of his acceptance or rejection of the amount there stated as being full compensation earned under the Contract.
- F. If the Engineer rejects the claim or claims, he will issue written notice of rejection mailed to the Contractor's last known address as shown in the records of the OWNER.
- G. The Contractor shall commence any suit or action to collect or enforce the claim or claims for any additional compensation arising from differences in measurements or errors of computation in the final estimate within a period of one (1) year following the original mailing of the Engineer's final estimate and Certificate of Completion to the Contractor's last known address as shown in the records of the OWNER. The Engineer's issuance of a revised final estimate pursuant to this subsection does not alter the original final estimate date. If said suit, action or proceeding is not commenced in said one (1) year period, the final estimate and Certificate of Completion or revised final estimate and Certificate of Completion, if revisions are made, shall be conclusive with respect to the amount earned by the Contractor, and the Contractor expressly waives any and all claims for compensation and any and all causes of suit or action for the enforcement thereof that he might have had.
- H. Upon return of the fully executed Certificate of Completion from the Contractor, the Engineer will submit the Certificate of Completion and final estimate to the OWNER for approval. Upon approval and acceptance by the OWNER, Contractor will be paid a total payment equal to the amount due under the Contract including retainage.
- I. Monies earned by the Contractor are not due and payable until the procedures set forth in these Specifications for inspection, approval and acceptance of the Work, for determination of the work done and the amount due therefor, for the preparation of the final estimate and Certificate of Completion processing the same for payment, for consideration of the Contractor's claim, or claims, if any, and for the preparing of a revised final estimate and Certificate of Completion and processing same for payment have been carried out.
- J. Non-resident Contractor will provide OWNER with evidence that provisions of ORS Chapter 279A.120 have been satisfied; this is a prerequisite to final payment.
- K. Execute and deliver to OWNER, in form approved by the Attorney, a receipt for all amounts paid or payable to Contractor under the Contract, and a release and waiver of all claims against OWNER arising out of or relating to the Contract and furnish satisfactory evidence that all amounts due for labor, materials and other obligations under the Contract have been fully and finally settled or are fully covered by the

Performance and Payment Bond and or insurance protecting OWNER, its officers, agents and employees as well as Contractor. This is a condition of final payment and Contractor will not be entitled to final payment on release of retainage nor interest thereon until execution and delivery of said Receipt, Release & Waiver.

- L. If OWNER declares a default of the Contract, and Surety completes said Contract, all payments after declaration of default and retainages held by OWNER shall be paid to Surety and not to Contractor in accordance with terms of the Contract.
- M. Acceptance by Contractor of final payment shall release OWNER and Engineer from any and all claims by Contractor whether known or unknown, arising out of and relating to the Work. No payment, however, final or otherwise shall operate to release Contractor or his Sureties from warranties or other obligations required in the performance of the Contract.

Article 8. CONTRACT DOCUMENTS

8.1 Contents

- A. The Contract Documents which comprise the entire agreement between OWNER and Contractor concerning the Work consist of the following:
 - 1. This Agreement
 - 2. Performance Bond
 - 3. Payment Bond
 - 4. General Conditions
 - 5. Supplementary Conditions
 - 6. Specifications as listed in Table of Contents (Appendices and Plans) of the Contract Documents, to also include the prevailing wage rates for Public Works Contracts in Oregon.
 - 7. Drawings consisting of a cover sheet and sheets numbered 2 through 11 inclusive with each sheet bearing the following general title: *Kellogg Creek WPCP Primary Clarifier No. 1 Rebuild Project*.
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Addenda number(s) ___ to ___ included as Exhibit 1.
 - b. Bid Form
 - c. Bid Bond
 - d. Noncollusion Affidavit

- e. Resident/Nonresident Bidder Status
 - f. Project Certification
 - g. First-tier Subcontractor Disclosure Form
9. The following which may be delivered or issued on or after the effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed.
 - b. Written Amendments.
 - c. Work Change Directives.
 - d. Change Order(s).
- B. The documents listed in Paragraph 8.1.A are attached to this Agreement (except as expressly noted otherwise above).

8.2 Coordination of Contract Requirements

- A. In general, in the case of a conflict or discrepancy between sections of the Contract Documents, the most stringent requirement and/or the highest quality product (as determined solely by the Engineer) shall be incorporated into the Work. The drawings and specifications are intended to describe and provide for a complete Work. Any requirement in one is as binding as if stated in all. The Contractor shall provide any work or material clearly implied in the Contract Documents even if the Contract Documents do not mention it specifically, using best industry practices. If there is still a conflict within the Contract Documents, it will be resolved in the sole judgment of the Engineer by the following order of precedence:
- 1. Permits from other agencies as may be required by law.
 - 2. Owner-Contractor Agreement
 - 3. Addenda and/or Change Orders
 - 4. Bid Form
 - 5. Supplementary Conditions
 - 6. General Conditions
 - 7. Technical Specifications, Divisions 1 through 16 with Division 1 taking precedence over Divisions 2 through 16
 - 8. Drawings
 - 9. Bonds

Dimensions shown on the drawings or that can be computed shall take precedence over scaled dimensions. Notes on drawings shall take precedence over drawing details.

8.3 Conflict of Provisions

- A. In the event of any conflicting provisions or requirements between the component parts of his Contract, the component part having the lowest number, as established in Subsection 8.2 above, shall govern.

This shall in no way relieve the performance bond and public liability insurance of their respective and specific protection to the Contractor, provided, however, that such sequence control does not conflict with the intent of or harm the product in any way. In case of such conflict which would alter the intent of or harm the product, the requirement which, in the opinion of the Engineer, will result in the best product will govern. It is hereby agreed that the entire project shall be completed in accordance with the full intent of the Contract, regardless of conflicting statements, omissions, or errors. The intent of the drawings and Specifications is to outline and control the work in a manner necessary to result in the best completely finished product practicable, at a minimum cost, incorporating all items. Any omissions in the Plans and Specifications pertinent to the requirements of the specified bid items are unintentional. If such are found, the Contractor will be required to perform the work in a customary workmanlike manner to achieve the intent as stated above.

It shall be definitely understood that omissions of one or more of the Documents shall not be construed as conflicting provisions. Any requirement given in one Document shall be known to be binding as though it is repeated in all Documents alike. The intent of the Contract is to combine all requirements of all Documents into one.

Article 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement will have the meaning indicated in the General Conditions, and as revised by Supplementary Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and Contractor each binds itself, its partners, successors, assignees, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 Two Year Maintenance and Warranty

- A. In addition to and not in lieu of any other warranties required under the Contract, make all necessary repairs and replacements to remedy, in a manner satisfactory to the OWNER and at no cost to OWNER, any and all defects, breaks, or failures of the Work occurring within two (2) years following the date of Acceptance of the Work due to faulty or inadequate materials or workmanship. Repair damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of the Contractor in performing his duties and obligations under this Contract when such defects or damage occur within the warranty period. The two-year maintenance period required shall, with relation to such required repair, be extended two (2) years from the date of completion of such repair. Where equipment or systems are specified to have a longer warranty period, Contractor shall be bound to the longer warranty period for the specific equipment and/or systems.
- B. If Contractor, after written notice, fails within ten (10) days to proceed to comply with the terms of this section, OWNER may have the defects corrected, and Contractor and Contractor's Surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the OWNER, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor and Contractor or Surety shall pay the cost of repairs. Failure of the OWNER to act in case of an emergency shall not relieve Contractor or Surety from liability and payment of all such costs.
- C. As a means of providing surety during the maintenance period, the Contractor shall provide to the OWNER written and legally attested proof of surety in the amount of not less than 10 percent of the final contract amount. The maintenance guarantee shall be one of the following types:
1. Continuance of the contract performance bond at the original or a reduced amount.
 2. Maintenance bond in a format and with the conditions acceptable to the OWNER.
 3. Cash deposit to the OWNER's Treasury, with a treasurer's receipt acting as proof of surety.
 4. Other arrangements, as may be proposed by the contractor and accepted by the OWNER.

Article 10. GOVERNING LAW

- 10.1 It is expressly understood that this Agreement in all respects shall be governed by the laws of the State of Oregon and the ordinances of the Clackamas County Service District No.1 and Clackamas County.

Article 11. ASSIGNMENT OF ANTITRUST RIGHTS

- 11.1 By entering into this Agreement, the Contractor irrevocably assigns to OWNER any claim or cause of action which the Contractor now has or which may accrue in the future, including at OWNER's option, the right to control any such litigation, by reason of any violation of 15 USC Section 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Contractor by any person which are used, in whole or in part, for the purpose of carrying out the Contractor's obligations under this Agreement.
- 11.2 Contractor shall require any subcontractor to irrevocably assign to the OWNER, as a third party beneficiary, any right, title or interest that has accrued or may accrue to the subcontractor by reason of any violation of 15 USC Section 1-15, ORS 646.725 or ORS 646.730, including, at the OWNER's option, the right to control any litigation arising thereunder, in connection with any goods or services provided to the subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to by the Contractor in pursuance of the completion of this Agreement.
- 11.3 In connection with this assignment, it is an express obligation of the Contractor that it shall take no action which any way diminishes the value of the rights conveyed or assigned hereunder to the OWNER. It is an express obligation of the Contractor to advise the OWNER's legal counsel:
- A. In advance of its intention to commence any action on its own behalf regarding such claims or causes of action;
 - B. Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the pendency of such action; and
 - C. The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignments to the OWNER.
- 11.4 Furthermore, it is understood or agreed that in the event that any payment under any such claim is made to the Contractor, it shall promptly pay over to the OWNER its proportionate share thereof, if any, assigned to the OWNER hereunder.

Article 12. RECORDS RETENTION

- 12.1 Contractor shall maintain all standard records and accounts as required by the Contract Documents throughout the life of the Agreement and for a period of three years after the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respectively authorized officers or representatives as of the day and year first above written.

WATER ENVIRONMENT SERVICES
for
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1

CONTRACTOR:

OWNER:

Company

Director

Address

Date

City, State, Zip

Authorized Signature

Title

Federal Tax ID Number

Date

END OF SECTION

SECTION 00301

BID FORM

To: Clackamas County Service District No.1
150 Beavercreek Road
Oregon City, Oregon 97045

Attn: Dewayne Kliewer, P.E., Project Manager

Project Title: Kellogg Creek WPCP Primary Clarifier No. 1 Rebuild Project

1. BIDDER'S DECLARATION:

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER ACCEPTS:

BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) consecutive calendar days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Documents within eight (8) consecutive calendar days after the date of OWNER's Notice of Award.

3. BIDDER'S REPRESENTATIONS:

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged: (List Addenda by Number and Date):

Addenda Number	Date of Issue
<u>1</u>	<u>03/06/2014</u>
_____	_____
_____	_____
_____	_____

B. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

C. BIDDER's authorized representative having attended the mandatory pre-bid conference is hereby acknowledged

- D. BIDDER understands and is satisfied as to all Federal, State and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work. This includes BIDDER acknowledgment that the provisions of ORS 279C and amendments thereto and regulations issued thereunder, relating to prevailing wages, benefits and other requirements are to be complied with.
- E. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (Surface, Subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction required by the Bidding Documents to be employed by BIDDER, and safety precautions and programs incident thereto.
- F. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work, at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
- H. BIDDER has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Bidding Documents and the written resolution thereof by Engineer is acceptable to BIDDER, and the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- I. Where conflicts, errors, ambiguities or discrepancies have been discovered in or between the Contract Documents and/or other related documents, and where said conflicts, etc., have not been resolved through interpretations of clarifications by the Engineer as described in Section 00100 – Instructions to Bidders, because of insufficient time or for any other reason, BIDDER has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a higher Bid.
- J. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
- K. BIDDER agrees to comply with the provisions of ORS 279C.800 through 279C.870.
- L. Certifies that BIDDER has not discriminated against minority, women, or emerging small business enterprises, or a business enterprise that is owned or controlled by or that employs a disabled veteran, in obtaining subcontracts.

- M. Certifies that BIDDER holds current licenses that businesses or services professionals operate in this state must hold in order to undertake or perform the work specified in these Contract Documents.
- N. Certifies that BIDDER is covered by liability insurance and other insurance in the amount(s) required by the solicitation.
- O. Certifies that the BIDDER qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- P. Certifies that the BIDDER is legally qualified to contract with the OWNER.

4. TOTAL BID:

A. Total Bid Amount will be the sum of the: Lump Sum Amount for all Work plus the Owner Contingency Allowance, Bid Alternate "A" and Bid Alternate "B" specified below:

1. **Base Bid Amount:**

\$ Four Hundred Nineteen Thousand One Hundred Fifty Seven Dollars
 (words)

\$ 419,157.00
 (figures)

2. **Owner Contingency Allowance (OCA):**

An allowance designated by the OWNER in the amount identified below is to be included in Contract Price. The OCA may only be used if and when authorized by the OWNER. The OCA may be used in part, in full or not at all. Use of the OCA shall only be through the Change Order process if and when authorized by the OWNER. Any or all of the OCA that remains unused shall be deducted from the Contract Amount at the time of final Payment.
 Owner Contingency Allowance: \$10,000.00

3. **Bid Alternate "A":**

\$ Forty Seven Thousand Nine Hundred Dollars
 (words)

\$ 47,900.00
 (figures)

4. **Bid Alternate "B":**

50 LF Concrete Crack Repair

\$ One hundred fifteen LF
(words) Per Linear Foot

\$ 115
(figures)

Total Amount
\$ 5,750.00
(figures)

5. **Total Bid Amount:** The sum of Base Bid Amount plus the Owner Contingency Allowance, Bid Alternate "A" and Bid Alternate "B".

\$ Four Hundred Eighty Two Thousand Eight Hundred Seven Dollars
(words)

\$ 482,807.00
(figures)

5. Bid Alternates.

A. It is understood that:

1. Bid Alternate prices must be filled in.
2. The OWNER does not guarantee that the successful BIDDER will be requested to complete work identified in either Alternate Bid.
3. Alternate Bid "A" will only be used at the request of the OWNER following removal and inspection of the existing influent well.
4. Alternate Bid "B" will only be used at the request of the OWNER if following surface preparation of the concrete trough, cracks are discovered which require repair.
5. OWNER does not guarantee that the successful BIDDER will be requested to complete work identified in either Alternate Bid.

6. Completion.

BIDDER agrees that the Work will be substantially completed and finally completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER agrees that Work associated with all defined interim milestones will be completed on or before the dates or within the number of calendar days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to achieve substantial completion, and make the Work finally complete and ready for final payment, and for completion of all defined interim milestones, within the Contract Times specified in the Agreement.

7. Attached Documents.

The following documents are attached to and made an integral part of this Bid. Failure to submit any of these documents shall render the bid non-responsive. Error in completing these documents may render the bid non-responsive.

- A. Required Bid Security in the amount of five (5) percent of the Bid amount in the form of a certified or bank check, or Bid Bond per Section 00310 – Bid Bond.
 - B. Required BIDDER's Noncollusion Affidavit form per Section 00320.
 - C. Required BIDDER's Resident/Nonresident BIDDER Status form per Section 00330.
 - D. Required BIDDER's Project Certification form per Section 00335.
8. The following document shall be submitted within two (2) working hours after the time and date specified for submission of Bids and shall be made an integral part of the Bid.
- A. Required BIDDER's First-Tier Subcontractor Disclosure Form per Section 00340.
 - B. Required BIDDER's Reference List for installations per Section 00100, Paragraph 2.2.

9. Bidder Contact for Communications.

BIDDER's person to contact for additional information about this Bid:

Name: Trevor Spires, Secretary/Treasurer

Phone and facsimile no.: Office 503-585-5550 / Fax 503-581-6799

10. Defined Terms.

Terms used in this Bid have the meanings indicated in the Instructions to Bidder, the General Conditions, and the Supplementary Conditions.

11. BIDDER.

SUBMITTED on March 12, 2014.

Oregon State CONTRACTOR License No. 33228.

If BIDDER is:

An Individual:

By _____
(Individual's Signature)

(Printed Name)

doing business as _____

Business address: _____

Phone and facsimile no.: _____

A Partnership:

By _____
(Firm name)

(General Partner's Signature)

(Printed Name)

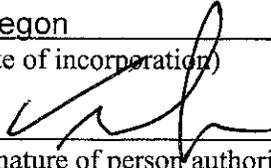
Business address: _____

Phone and facsimile no.: _____

A Corporation:

By Stettler Supply Company
(Corporation name)

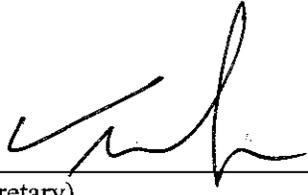
Oregon
(State of incorporation)

By 
(Signature of person authorized to sign)

Trevor Spires
(Printed Name)

Secretary/Treasurer
(Title)

(Corporate Seal)

Attest 
(Secretary)
Trevor Spires

Business address: 4420 Ridge Drive NE, Salem OR 97301

Phone and facsimile no.: Office 503-585-5550 / Fax 503-581-6799

- END OF SECTION -

POWER OF ATTORNEY



Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 218303

Certificate No. 005574773

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

A.G. Sadowski, Derek A. Sadowski, Kathleen M. Sadowski, and Ty Moffett

of the City of Salem, State of Oregon, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of July, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 25th day of July, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

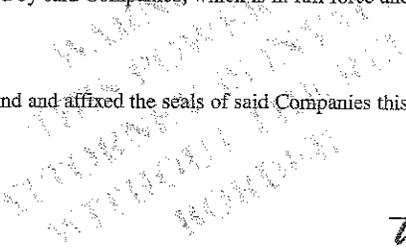
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4TH day of MARCH, 20 14.



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

MAR 05 2014

SECTION 00310

BID BOND

Bond No.: N/A

Amount: \$ 5%

KNOW ALL MEN BY THESE PRESENTS, that STETTLER SUPPLY COMPANY DBA: STETTLER SUPPLY & CONSTRUCTION

As BIDDER (PRINCIPAL), and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

a corporation duly organized under the laws of the State of CONNECTICUT

having its principal place of business at ONE TOWER SQUARE, HARTFORD, CT 06183

in the State of CONNECTICUT

and authorized to do business in the State of Oregon, hereinafter "Surety," are jointly and severally held and firmly bound unto CLACKAMAS COUNTY SERVICE DISTRICT NO. 1, a county service district formed pursuant to ORS Chapter 451, and public contracting agency, as OWNER (OBLIGEE), in the sum of FIVE PERCENT (5%) of the total amount of the bid of the Principal, in the sum of

--FIVE PERCENT OF THE TOTAL BID AMOUNT-- DOLLARS

(\$ 5%), for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

The BIDDER is herewith submitting its offer for the fulfillment of the OWNER's contract for construction of the Kellogg Creek WPCP Primary Clarifier No. 1 Rebuild Project.

NOW THEREFORE, if the bid proposal submitted by the BIDDER is accepted and the contract awarded to the BIDDER, and if the BIDDER shall execute the proposed Agreement and shall furnish such insurance certificates and performance and payment bonds as required by the Contract Documents within the time fixed by the documents, then this obligation shall be void; if the BIDDER shall fail to execute the proposed contract and furnish the bonds, Surety hereby agrees to pay to the OWNER the above sum within ten (10) days of such failure. The surety and OWNER agree that failure or neglect of the BIDDER to furnish, execute and deliver to the OWNER the required performance bond and payment bond and evidence of insurance, and to enter into, execute and deliver to the OWNER the Agreement of the form provided within ten calendar days after receiving written notice from the OWNER that the award has been made and the Agreement is ready for execution will cause damage to the OWNER; that the calculation of the damages is very difficult and therefore the amount payable to the OWNER under the bid guaranty bond, or cash or certified cashier's check shall be paid to OWNER as liquidated damages; that this is a reasonable estimate of the damages the OWNER will suffer; that this is not a penalty.

SIGNED AND SEALED this 4TH day of MARCH, 2014.

STETTLER SUPPLY COMPANY DBA: (SEAL) TRAVELERS CASUALTY AND SURETY (SEAL)
STETTLER SUPPLY & CONSTRUCTION COMPANY OF AMERICA

By: [Signature] By: Kathleen M. Sadowski
KATHLEEN M. SADOWSKI
ATTORNEY IN FACT
Its: TREVOR SPIRES / SECRETARY Its: _____
"BIDDER:" "SURETY"

If the BIDDER is operating under an assumed business name, there must also be set forth in the first paragraph of the bond the names of all the partners or the individual owning the business, and the bond must be executed by one of them.

If the BIDDER is a corporation or a Limited Liability Company, the bond must be executed by one of the officers authorized to execute bonds, showing his official title and the seal of the corporation.

The bond must be executed by an attorney-in-fact for the surety company, shown on the face thereof the Oregon agent for service, and bear the seal for the surety company. Where the bond is executed by an agent, there must be included a copy of the authority of the agent to act for the surety company at the time of the execution of the bond.

To each executed original of this bond, there must be attached a complete set of Contract Documents, with all corrections, interlineations, signatures, etc., completely reproduced therein.

-END OF SECTION-

SECTION 00320

NONCOLLUSION AFFIDAVIT

State of Oregon)
) ss.
County of Marion)

Contract Bid Name Kellogg Creek WPCP
Primary Clarifier No. 1
Rebuild Project

I state that I am Secretary/Treasurer (Title) of Stettler Supply
Company (Name of Firm) and that I am authorized to make this affidavit on behalf of this firm and its owners, directors, and officers. I am the person responsible in this firm for the price(s) and the amount of this Bid.

I state that:

(1) The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other Contractor, Bidder, or potential Bidder, except as disclosed on the attached appendix.

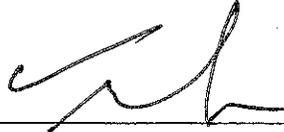
(2) That neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before Bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a Bid higher than this Bid, or to submit any intentionally high or noncompetitive Bid or other form of complementary Bid.

(4) The Bid of this firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Bid.

(5) Stettler Supply Company (name of this firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

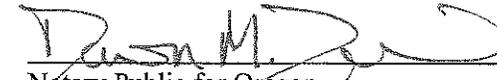
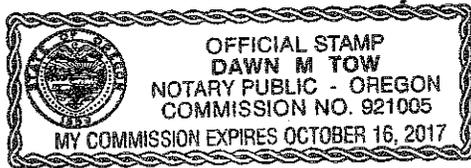
I state that Stettler Supply Company (name of this firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Clackamas County Service District No. 1 in awarding the contract(s) for which this Bid is submitted. I understand and this firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Clackamas County Service District No. 1 of the true facts relating to the submission of Bids for this contract.



Signature

Trevor Spires, Secretary/Treasurer
Name of Company/Position

Sworn to and subscribed before me this 12th day of March, 2014.


Notary Public for Oregon
Dawn M Tow
This commission expires 10/16/2017

- END OF SECTION -

SECTION 00330

RESIDENT/NONRESIDENT BIDDER STATUS

Oregon law requires that the Owner, in determining the lowest responsive bidder, must add a percent increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which that bidder resides.

Consequently, each bidder must indicate whether it is a resident or nonresident bidder. A resident bidder is a bidder that has paid unemployment taxes or income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of this bid, has a business address in Oregon, and has stated in its bid whether the bidder is a "resident bidder." A "nonresident bidder" is a bidder who is not a resident bidder.

The undersigned bidder states that it is: (check one)

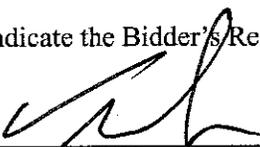
- 1. A resident bidder: X
- 2. A nonresident bidder: _____

Indicate state in which bidder resides: Oregon

CONSTRUCTION CONTRACTORS REGISTRATION

Oregon law requires that all contractors must be registered with the Construction Contractors Board in order to submit a bid to do work and to do work as a contractor. The undersigned bidder states that it is now registered with the Oregon Construction Contractors Board.

Indicate the Bidder's Registration No. 33228



Signature
Trevor Spires, Secretary/Treasurer
Stettler Supply Company

Name of Company

- END OF SECTION -

SECTION 00335

PROJECT CERTIFICATION

Prevailing Wage Certification for Public Works Contracts in Oregon

I hereby certify that the provisions of ORS 279C.800 through 279C.870, the hourly rate of wage to be paid to workmen upon public works contracts greater than \$50,000.00 shall be paid not less than prevailing wage for an hour's work in the same trade or occupation in the locality where the labor is performed..

Stettler Supply Company
Firm Name


Signature of Authorized Person

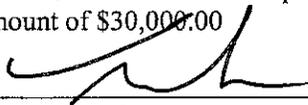
03/12/2014
Date

Trevor Spires, Secretary/Treasurer
Print Name & Title of Authorized Person

Public Works Bond Certification

I hereby certify that the provisions of ORS 279C.836(3), Stettler Supply Company and
Firm Name

subcontractors upon execution of the Contract shall file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the state of Oregon in the amount of \$30,000.00


Signature of Authorized Person

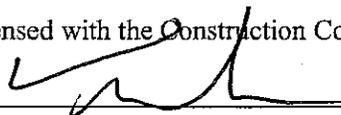
03/12/2014
Date

Trevor Spires, Secretary/Treasurer
Print Name & Title of Authorized Person

Contractor's License Certification

I hereby certify that under the provisions of ORS 701, Stettler Supply Company is
Firm Name

licensed with the Construction Contractors Board, license number 33228


Signature of Authorized Person

03/12/2014
Date

Trevor Spires, Secretary/Treasurer
Print Name & Title of Authorized Person

END OF SECTION

CONSENT RESOLUTION

WHEREAS, the undersigned are all of the Directors and Shareholders of *Stettler Supply Company*, an Oregon corporation (the "*Corporation*"); and

WHEREAS, the undersigned wish to take the action as hereinafter set forth pursuant to the Oregon Business Corporation Act; and

WHEREAS, the undersigned Shareholders and Directors of the Corporation wish to take the following actions.

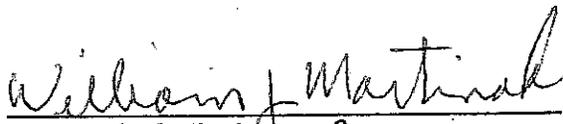
NOW, THEREFORE, the following resolutions are unanimously adopted:

RESOLVED, that the following individuals shall serve as Directors of Corporation during the fiscal year ending December 31, 2014 or until their successors are duly elected and qualified to serve: William J. Martinak and Trevor W. Spires.

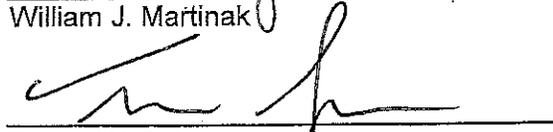
BE IT FURTHER RESOLVED, that the following individuals shall serve as Officers of the Corporation during the fiscal year ending December 31, 2014, or until their successors are duly appointed and qualified to serve.

President: William J. Martinak
Secretary/Treasurer Trevor W. Spires

IN WITNESS WHEREOF, the undersigned have hereunto set their hands effective as of December 31, 2013.



William J. Martinak



Trevor W. Spires