

July 15, 2021

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of Resolution 1956 Authorizing the Housing Authority’s Submittal of a Section 18 Demolition and Disposition Application for Hillside Park Public Housing Complex

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|---------------------------------|---|
| Purpose/Outcomes | Approve Resolution 1956 Authorizing the Housing Authority’s Submittal of a Section 18 Demolition and Disposition Application for Hillside Park Public Housing Complex. |
| Dollar Amount | N/A |
| Funding Source(s) | N/A |
| Duration | HACC plans to submit the Section 18 application to HUD during summer of 2021 |
| Previous Board Action | 11/30/20 – Provided Letter of Support Section 18 Demolition & Disposition Application 10/03/19 – Approval of Hillside Park Master Plan Design Concept 10/01/19 – Study Session Update on Redevelopment Plans 08/06/19 – Study Session Project Update & Proposed Design Concept |
| Strategic Plan Alignment | 1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities |
| Procurement Review | Per Resolution No. 1936, HACC adopted the Local Contract Review Board rules for HACC Procurements. HACC conducts its own procurements following its procurement handbook |
| Contact Person | Jill Smith, HACC Executive Director (503) 502-9278 |
| Contract Number | N/A |

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department requests approval of Resolution 1956 Authorizing the Housing Authority’s Submittal of a Section 18 Demolition and Disposition Application for Hillside Park Public Housing Complex.

The Housing Authority of Clackamas County has the oldest Public Housing in the State of Oregon. HACC intends to take advantage of the tools the U.S. Department of Housing and Urban Development (HUD) is offering to provide new upgraded housing stock.

Hillside Park is a public housing complex serving extremely low income families and individuals. The complex includes 100 units consisting of 1 and 2 bedroom, single-story bungalows originally built in the early 1940’s. The site is ideally located for housing as it is adjacent to transit, services, and other amenities making it ideal for reinvestment and redevelopment. However, the existing units have reached the end of their useful life and the 14-acre site on which Hillside Park is situated is largely underutilized.

In 2018, HACC was awarded funding from Metro to study the site and create a Master Plan for the redevelopment of Hillside Park. HACC conducted an extensive community outreach process that concluded with the recommendation to redevelop Hillside Park into a new, mixed-income neighborhood with up to 500 housing units. These units will be developed in a variety of styles from townhomes to low-rise apartment buildings. This community will include new playgrounds and open space, ground floor commercial space, and new streets and bikeways.

On March 23rd, Milwaukie’s Planning Commission unanimously approved HACC’s Preliminary Development Plan. This was a major milestone toward rezoning and redeveloping the site as the Master Plan envisions. Most notable, was the large number of community members and neighbors who sent letters or testified in support of the project. HACC anticipates receiving final land use approvals by the end of 2021.

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Given the obsolete units and inefficient use of space, HACC is opting to reposition and redevelop Hillside Park using a HUD process called Section 18 Demolition and Disposition. To reposition a Public Housing project means to convert its assistance under HUD's Public Housing Program to HUD's Section 8 Programs. This process provides options for housing authorities like HACC with housing that is more expensive to rehabilitate and bring to current building code than demolish and rebuild. Most importantly, the Section 18 process provides Section 8 rental assistance vouchers and relocation assistance to every household residing in a unit converted from public housing.

As a first step, HACC needs to apply to HUD for Section 18 Disposition and Demolition approval. As part of the application process HACC conducted a Physical Needs Assessment. The Physical Needs Assessment confirmed costs to rehabilitate Hillside Park exceeded established HUD parameters and the development was deemed obsolete. Next, HACC conducted an in-depth Environmental Review of the site. In response, a Finding of No Significant Impact (FONSI) was issued which deemed that the project will not have a significant effect on the human environment. Next, HACC consulted with the City of Milwaukie and Clackamas County to obtain letters of support for our redevelopment plan and Section 18 application. Finally, HACC held meetings with Hillside Park residents to inform them about the Section 18 process and answer any questions about relocation and redevelopment. The final piece of the application process is obtaining resolution from the Housing Authority Board of Commissioners that authorizes HACC to submit a Section 18 application and approves the removal action.

HUD approval will allow HACC to shift away from traditional public housing that is reliant on diminishing federal subsidy and transition to a voucher-based platform that relies on public-private partnerships to construct, rehabilitate, and operate affordable units.

HACC's top priority is ensuring that our public housing residents are supported and their needs are accommodated throughout the process. Stringent relocation guidelines accompany the Section 18 process. Accordingly, HACC: (1) must offer all residents comparable housing (Public Housing, Section 8 vouchers, or PBV); (2) must provide 90-day notice to residents; (3) must provide counseling/advising services; (4) must pay actual and reasonable moving costs (e.g., security/utility deposits); (5) must be in compliance with fair housing (e.g., accessible units); (6) cannot begin relocation (issue 90-day notice) until HUD approval; and (7) cannot begin demolition or complete disposition until residents are relocated. In addition, HACC will provide relocated residents the right of first refusal to return to a new unit once construction is complete.

In response to a competitive RFP, HACC selected Brawner Consulting to assist and advise the Authority through the repositioning and redevelopment process. Brawner is a national real estate consulting firm that specializes in repositioning and developing affordable housing. Brawner is supporting HACC through the application and planning process for Hillside Park and helping the Authority develop a portfolio-wide repositioning strategy to provide a more stable financial platform to help ensure long-term affordability and sustainable operations.

Resolution 1956 authorizes the Housing Authority to submit a Section 18 Demolition and Disposition Application for the Hillside Park Public Housing Complex. The redevelopment of Hillside Park is a vital part of the Housing Authority's repositioning and development strategy and key to meeting its goal of creating 1,200 new units of affordable housing. Approval of this resolution is an integral step in the repositioning process and constitutes the County's binding commitment to advance this important housing project.

RECOMMENDATION:

Staff recommends that the Board approve Resolution 1956 Authorizing the Housing Authority's Submittal of a Section 18 Demolition and Disposition Application for Hillside Park Public Housing Complex.

Respectfully submitted,

Rodney A. Cook, Interim Director
Health, Housing and Human Services

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

Resolution Authorizing the Housing
Authority's Submittal of a Section 18
Demolition and Disposition Application for
Hillside Park.

RESOLUTION NO. 1956

WHEREAS, the Housing Authority of Clackamas County Board of Commissioners has approved HACC's 2021-2022 Annual Plan, which describes HACC's "New Activities" related to the Hillside Park Section 18 Demolition and Disposition application and further details plans associated with the redevelopment of Hillside Park, and

WHEREAS, the Housing Authority of Clackamas County is required to submit a Section 18 Disposition application to the U.S. Department of Housing and Urban Development (HUD) for approval to demolish existing buildings and dispose of land for redevelopment, and

WHEREAS, the Housing Authority staff has consulted with the leaders of the jurisdiction where the property is located and obtained written support for the redevelopment plans, and

WHEREAS, the Resident Advisory Board has been notified of the demotion and disposition plans and has been provided with the mandated resident offer of sale, and

WHEREAS, the Housing Authority of Clackamas County staff met with residents of Hillside Park to discuss the Section 18 Demolition and Disposition plans and responded to questions in writing that arose from those meetings, and

WHEREAS, the Housing Authority has developed a plan to replace the 100 units on-site that is financially feasible, and

WHEREAS, the Housing Authority will utilize proceeds from the sale of land at Hillside Park to fund development activities related to affordable housing at Hillside Park and any remaining funds shall be used for the development of affordable housing, and

WHEREAS, the Housing Authority will provide relocation services funded with existing Public Housing Funds in addition to other sources as necessary to move households displaced by the sale to comparable housing,

NOW THEREFORE BE IT RESOLVED that the Board approves the Housing Authority's submittal of a Section 18 Demolition and Disposition application to HUD for Hillside Park, containing 100 (one hundred) Public Housing units; and

BE IT FURTHER RESOLVED, that HACC's Executive Director is authorized to execute documents and provide certifications as required for the submittal and approval of this action.

DATED THIS ____ DAY OF JULY, 2021

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

Chair

Recording Secretary

July 15, 2021

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Requesting approval to execute an Intergovernmental Agreement between Health, Housing and Human Services Department (H3S) and the Housing Authority of Clackamas County (HACC) to fund the cost of administering the Supportive Housing Services (SHS) Program

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|--|---|
| Purpose/Outcomes | Approval of the IGA between H3S and HACC to transfer funds for the SHS Program. |
| Dollar Amount and Fiscal Impact | No Max. No county general funds |
| Funding Source | Metro Measure 26-210– Supportive Housing Services Fund |
| Duration | 10 years |
| Previous Board Action | N/A |
| Strategic Plan Alignment | 1. Ensure safe, healthy and secure communities 2. Build public trust through good government |
| Counsel Review | A.N. 6/23/2021 |
| Contact Person | Jill Smith, Executive Director, Housing Authority 503-502-9278 |
| Contract No. | 10244 |

BACKGROUND:

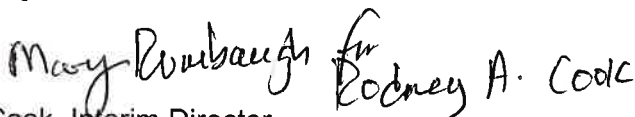
The Health, Housing and Human Services Department (H3S) requests approval to execute an Intergovernmental Agreement with the Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department. This IGA would allow the transfer of the Metro 26-210 measure funds to HACC to administer the Supportive Housing Services (SHS) program. HACC has been engaged in planning efforts since the measure was passed to ensure Clackamas County is eligible for funding from Measure 26-210 and prepared to begin serving our most vulnerable neighbors as soon as funding begins to flow from Metro.

Measure 26-210 is a tax on high income earners and high profit businesses that was passed by Metro region voters last May. Although tax collection has already begun accruing, it is anticipated that it could take some time before the new tax will reach full taxation. Limited funding is scheduled to begin flowing to HACC monthly starting in July 2021. Revenue estimates are \$24.5M for year one and \$51M at full taxation.

RECOMMENDATION:

Staff recommends the approval of the IGA between H3S and HACC.

Respectfully submitted,



Rodney Cook, Interim Director
Health, Housing & Human Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN HOUSING AUTHORITY OF CLACKAMAS COUNTY
AND CLACKAMAS COUNTY**

THIS AGREEMENT (this "Agreement") is entered into between the Housing Authority of Clackamas County ("HACC") and Clackamas County, through its Health, Housing and Human Services Department, Administration Division ("County"), for administering use of funds ("Funds") received through the Metro Regional Government's ("Metro") supportive housing services income tax (Ballot Measure 26-210, hereinafter the "Measure"), collectively referred to as the "Parties" and each a "Party." HACC is a Public Corporation, established under the Federal Housing Act of 1937 and the provisions of Chapter 456 of the Oregon Revised Statutes.

RECITALS

Pursuant to a revenue sharing agreement entered into by and between the County and Metro, the County will receive Funds from the supportive housing services income tax to use in accordance with the Measure and the County's approved local implementation plan (the "LIP"). Receipt of the Funds is contingent upon collection by Metro.

The County and HACC have agreed that HACC shall be primarily responsible for use of the Funds in accordance with the LIP and consistent with the Measure, the revenue sharing agreement, and any subsequent agreement entered into by and between Metro and the County.

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire after ten (10) years or when Funds are no longer received through the measure, whichever occurs later.
2. **Scope of Work.** Upon receipt of the Funds from Metro, the County will transfer the funds to HACC to use in accordance with the LIP, the revenue sharing agreement, and any subsequent agreement entered into by and between Metro and the County.

Prior to distribution of the Funds to HACC, the County will withhold any amounts required to be held in reserve under the Measure or any subsequent agreement entered into by and between Metro and the County.

3. **Payment.** Unless otherwise specified, HACC shall submit monthly invoices to County to be reconciled against the advancements of Funds.
4. **Reimbursement.** HACC shall comply with the terms and conditions for use of Funds set forth in the LIP, the revenue sharing agreement, and any subsequent agreement entered into by and between Metro and the County. HACC's misuse of the Funds shall constitute a material breach of this Agreement. Such material breach shall give rise to County's right, but not obligation, to withhold further Funds until compliance is met, reclaim Funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any Funds used by HACC in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to County at law, in equity, or under this Agreement..

5. Representations and Warranties.

- A. *HACC Representations and Warranties:* HACC represents and warrants to County that HACC has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of HACC enforceable in accordance with its terms.
- B. *County Representations and Warranties:* County represents and warrants to HACC that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. Either the County or HACC may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
 - B. Either the County or HACC may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
 - C. The County or HACC shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
 - D. Either Party may terminate this Agreement in the event that Party fails to receive expenditure authority sufficient to allow it, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Agreement is prohibited or a Party is prohibited from paying for such work from the planned funding source.
 - E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- 7. Indemnification.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend HACC, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, HACC agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of HACC or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which HACC has a right to control.

8. **Insurance.** The County is self-insured and HACC is insured by the Housing Authority Risk Retention Pool (HARRP). The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

Ed Johnson or their designee will act as liaison for the County.

Contact Information:

Health, Housing and Human Services, 2051 Kaen Road, Oregon City, OR 97045
ejohnson@clackamas.us, 503-742-5325

Vahid Brown or their designee will act as liaison for HACC.

Contact Information:

Housing Authority of Clackamas County, PO Box 1510, Oregon City, OR 97045
vbrown@clackamas.us, 503-655-8279

10. General Provisions.

- A. **Dispute Resolution.** In the event a dispute arises under this Agreement, the Parties agree to the following dispute resolution process. First, the Parties will elevate the dispute to the Executive Director, on behalf of HACC, and the Director of the Department of Health, Housing, and Human Services, on behalf of the County, to attempt to resolve. If resolution is unsuccessful, the Parties will elevate the dispute to the respective Board of Commissioners for HACC and the County for final resolution.
- B. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and HACC that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States

District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. HACC, by execution of this Agreement, hereby consents to the in persona jurisdiction of the courts referenced in this section.

- C. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- D. **Further Assurances.** Both Parties shall take all necessary steps, and execute and deliver any and all necessary written instruments, to ensure compliance with any agreement entered into by and between Metro and the County governing use of the Funds, including, but not limited to, executing all additional documentation as may be reasonably necessary for the County to continue to receive the Funds.
- E. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- F. **Access to Records.** HACC shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. HACC shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, HACC shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- I. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein

regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

- J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. **No Third-Party Beneficiary.** HACC and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name hereir and expressly described as intended beneficiaries of the terms of this Agreement.
- L. **Subcontract and Assignment.** HACC shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve HACC of any of its duties or obligations under this Agreement.
- M. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- O. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- P. **Survival.** All provisions in Sections 7, and 10 (A), (B), (D), (E), (F), (G), (H), (I), (J), (K), (N), (P), (R), and (S) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- Q. **Force Majeure.** Neither HACC nor County shall be held responsible for delay or default caused by events outside of HACC or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, HACC shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- R. **Confidentiality.** HACC acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by HACC or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). HACC agrees to hold Confidential Information in strict confidence, using at least the same degree of care that HACC uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use

Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

- S. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

Signatures on following page

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY BOARD**

Commissioner Tootie Smith, Chair
Commissioner Sonya Fischer
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Mark Shull
Resident Commissioner Anne Leenstra

Signing on Behalf of the Housing Authority Board

Jill Smith, Executive Director
Housing Authority of Clackamas County

Date

CLACKAMAS COUNTY

Commissioner Tootie Smith, Chair
Commissioner Sonya Fischer
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Mark Shull

Signing on Behalf of the Clackamas County Board

Tootie Smith, Chair

Date

July 15, 2021

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 to the Intergovernmental Agreement between the
Housing Authority of Clackamas County and Social Services
for a Case Manager for Housing our Families Program

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| Purpose/Outcomes | Approval of Amendment #1 to the Intergovernmental Agreement between the Housing Authority and Social Services for case management for Housing our Families program |
| Dollar Amount and Fiscal Impact | Original contract amount \$73,380; Amendment #1 for an additional \$36,690 = total contract of \$110,070 over one (1) year 6 months |
| Funding Source(s) | HACC Local Project Fund No County General Funds |
| Duration | October 1, 2019 – March 31, 2021 |
| Previous Board Action | Board approved IGA on November 14, 2019 |
| Strategic Plan Alignment | 1. Ensure safe, healthy and secure communities 2. Build public trust through good government |
| Counsel Review | June 8, 2021 AN |
| Contact Person | Jill Smith, HACC Executive Director (503) 742-5336 |
| Contract Number | Contract No. 9508 |

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to amend the Intergovernmental Agreement with Social Services, a Division of Health, Housing and Human Services Department for the case manager of Housing our Families program.

The Amendment #1 for contract No. 9508, extends the term of the agreement by 6 months, from October 1, 2020 through March 31, 2021. The additional six (6) months is for case management services provided during the six months, at a cost of \$36,690. It is anticipated that this position is funded through an alternate source after March 31, 2021.

Housing our Families program participants are selected from the Coordinated Housing Access (CHA) wait list. Many are homeless and/or have high barriers and therefore are in need of intensive case management to be successfully housed. The Case Manager will work in collaboration with the Social Services Supportive Housing Team (“Housing Pod”). Most case management will take place at tenant units and in the community.

RECOMMENDATION:

Staff recommends the Board approve Amendment #1 to the Intergovernmental Agreement with Social Services for a case manager. Staff recommends the Board authorize Jill Smith, HACC Executive Director, to sign the Amendment on behalf of the Housing Authority Board of

Commissioners and Commissioner Tootie Smith, Chair to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Mary Rowlands for Rodney A. Cook

Rodney Cook, Interim Director
Health, Housing and Human Services

Intergovernmental Agreement

Between Housing Authority of Clackamas County and Social Services Division
for the Housing our Families Program Case Manager H3S Contract No. 9508

CONTRACT AMENDMENT #1

This Amendment #1 is entered into between the **Housing Authority of Clackamas County** (“HACC”) and Clackamas County, on behalf of its Social Services Department (“SSD”) and shall become part of the intergovernmental agreement (“Agreement”) entered into between both parties effective October 1, 2019.

The purpose of this Amendment #1 is to make the following changes to the Agreement:

- 1. **Article III, Budget and Terms of Payment for Services Rendered, Section A, is amended to add the following:**

The extension, October 1, 2020 through March 31, 2021 will be prorated an additional \$36,690.

- 2. **Article VI, Term of Agreement, Section A, is amended as follows:**

The expiration date of the Agreement is hereby changed from September 30, 2020, to **March 31, 2021.**

Except as expressly amended above, all other terms and conditions of the Agreement shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

IN WITNESS HEREOF, the Parties have executed this Amendment #1 by the date set forth opposite their names below.

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY BOARD**

Commissioner Tootie Smith, Chair
Commissioner Sonya Fischer
Commissioner Mark Shull
Commissioner Paul Savas
Commissioner Martha Schrader
Resident Commissioner Ann Leenstra

CLACKAMAS COUNTY

Commissioner Tootie Smith, Chair
Commissioner Sonya Fischer
Commissioner Mark Shull
Commissioner Paul Savas
Commissioner Martha Schrader

Signing on Behalf of the Housing Authority Board

Signing on behalf of Clackamas County

Jill Smith, HACC Executive Director

Commissioner Tootie Smith, Chair

Date

Date

June 15, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an amendment #2 with Do Good Multnomah
To extend Veterans Village services

| | |
|--|---|
| Purpose/Outcomes | Provide additional 6 months of service |
| Dollar Amount and Fiscal Impact | Not to exceed \$315,009 |
| Funding Source | County General Funds - Policy Level Proposal |
| Duration | July 1, 2020 through December 31, 2021 |
| Previous Board Action | 073020-A2 |
| Strategic Plan Alignment | 1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities. |
| Counsel Review | A.N. 6/22/21 |
| Contact Person | Vahid Brown, Houseless coordinator (503) 742-5345 |
| Contract No. | 9799 |

BACKGROUND:

The Administration Division of the Health, Housing and Human Services Department (H3S) requests approval of a Personal Services contract with Do Good Multnomah (DGM). The Clackamas County Veterans Village serves as a critical program resource in furthering the County's goal of ending veteran homelessness. It provides safety off the streets, opportunities for intensive service engagement, a supportive community environment, and a proven track record of securing permanent housing for the overwhelming majority of program participants. It is the only non-domestic violence adult shelter program in Clackamas County.

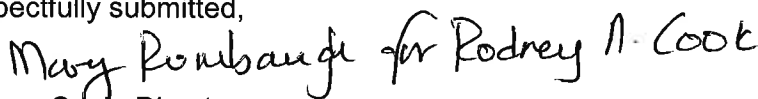
Over the history of the project the Clackamas County Veterans Village and its program operator, Do Good Multnomah, has served 62 veterans experiencing homelessness in Clackamas County. In the past fiscal year it helped 10 program participants transition into permanent housing, 7 of those into housing with supportive housing services. The average length of stay at the Village prior to transitioning into permanent housing is 7 months.

Amendment will allow contractor to provide an additional 6 months of service while a request for proposal is completed.

RECOMMENDATION:

Staff recommends the Board approval of this amendment.

Respectfully submitted,



Rodney Cook, Director
Health, Housing and Human Services Department

Healthy Families. Strong Communities.

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

www.clackamas.us

Contract Amendment
Health, Housing and Human Services Department

H3S Contract Number 9799 Board Agenda Number _____ Date _____

Division Administration Amendment No. 2

Contractor Do Good Multnomah

Amendment Requested By Rodney Cook, Interim Director

Changes: Scope of Services Contract Budget
 Contract Time Other _____

Justification for Amendment:

This Amendment #2 is entered into between Do Good Multnomah (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties Upon Signature (“Contract”).

The purpose of this Amendment #2 is to make the following changes to the Contract.

1. **ARTICLE I, Effective Date and Duration, is hereby amended as follows:** This Contract shall become effective July 1, 2020. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2021**.
2. **ARTICLE I, Consideration, is hereby amended as follows:** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Three Hundred Fifteen Thousand Nine Dollars (\$315,009)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials on a monthly basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
3. **EXHIBIT C- BUDGET AND STAFFING PLAN**

| <i>CCYV/ Do Good - Support Services-19 PODS</i> | | |
|---|-----------------------|-----------------------|
| Starting Date: July 1st, 2021 | | |
| Contract Request | \$315,009.00 | |
| Staffing | | |
| Description | Estimated cost | Estimated cost |
| Staffing (Wages) | \$259,000.00 | 4 FTE |
| Benefits | \$15,000.00 | |
| Taxes | \$29,766.00 | |
| Total | \$303,766.00 | |
| Operations | | |
| Description | Estimated Cost | Estimated Cost |
| Food, Coffee, etc. | \$0.00 | Donation |
| Office Supplies | \$2,140.00 | |
| TRIMET | \$3,600.00 | DGM Funds |
| Total | \$5,740.00 | |
| Rental/ Deposit Funds | | |
| Description | Estimated Cost | Estimated Cost |
| Client Assistance | \$50,000.00 | DGM Funds |
| Total | \$50,000.00 | |
| Administration | | |
| Description | Estimated Cost | Estimated Cost |

| | | |
|-----------------|-------------------|-----------|
| Insurance | \$3,703.00 | |
| Bookkeeper/ CPA | \$1,800.00 | DGM Funds |
| Total | \$5,503.00 | |

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #2, effective upon the date of the last signature below.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #2 to be executed by their duly authorized officers.

Do Good Multnomah

Clackamas County

Authorized Signature Date

Name / Title (Printed)

Tootie Smith, Clackamas County Board Chair
Date

Oregon Business Registry #

Entity Type / State of Formation