

July 28, 2022

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between the Housing Authority of Clackamas County and Community Development for the rehabilitation of the Jannsen Road Apartments in Clackamas, Oregon. Project funded through a combination of Community Development Block Grant Funds and Housing Authority of Clackamas County funds.

No County General Funds are involved.

Purpose/ Outcome	Approval of an Intergovernmental Agreement (IGA) between the Housing Authority of Clackamas County (HACC) and the Community Development Division of Health Housing, and Human Services (CD) for the rehabilitation of Jannsen Road Apartments project in Clackamas, Oregon. Project funded through a combination of Housing Authority funds and Community Development Block Grant funds (CDBG).
Dollar Amount and Fiscal Impact	\$294,000: Total estimated project costs
Funding Source	\$245,000: Community Development - U.S. Department of Housing and Urban Development CDBG Funds \$49,000: Housing Authority Local Project Funds. No County General Funds are included in this Agreement.
Duration	Upon signature to 10 years after completion of the project (est. 2032)
Previous Board Action/ Review	7/26/22 – Item presented at Issues 12/19/19 – HACC submission to CD for CDBG funding for the Jannsen Rehabilitation project – CD NOFA for CDBG Projects released 10/19/19
Strategic Plan Alignment	This rehabilitation project increase self-sufficiency for our clients and helps ensure safe, healthy and secure communities.
Counsel Review	The IGA was reviewed by Amanda Keller on 6/23/22 on behalf of HACC. The IGA was reviewed by Andrew Naylor on 6/13/2022 on behalf of Community Development.
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This agreement is an IGA.
Contact Person	Mark Sirois, Manager - Community Development: 503-351-7240
Contract No.	H3S# 10760

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval of an Intergovernmental Agreement with the Community Development Division of Health, Housing and Human Services for rehabilitation of two multi-unit residential buildings on Jannsen Road in Clackamas County, Oregon.

In 2019, the Housing Authority Clackamas County (HACC) applied for and was granted Community Development Block Grant (CDBG) funding to improve two apartment buildings on Jannsen Road owned by the Housing Authority. The Jannsen Road project addresses are 8934, 8936, 8938, 8940, 8942, 8944, 8946 SE Jannsen Road, Clackamas, Oregon 97015.

PROJECT OVERVIEW:

The work to be performed will include removal of old existing siding, old existing windows, old existing doors and to reconstruct both multi-unit residential buildings with new exterior siding, new exterior windows, and new exterior doors, as well as new flashing, caulking and paint. HACC is serving low-moderate income families and individuals coming out of homelessness in the units which qualifies the project for CDBG funding. It is expected the project will assist approximately 9 households within the HACC property portfolio.

RECOMMENDATION:

Staff recommends approval of the IGA between HACC and CD for the rehabilitation of the Jannsen Road Apartments and that Commissioner Tootie Smith, Chair to sign the agreement on behalf of the Housing Authority Board.

Respectfully submitted,



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

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

THIS AGREEMENT (this “Agreement”) is entered into and between Clackamas County (“County”), a political subdivision of the State of Oregon, and the Housing Authority of Clackamas County (“HACC”), an Oregon municipal corporation, collectively referred to as the “Parties” and each a “Party.”

RECITALS

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.

The County, by and through its Community Development division, and HACC intend to engage in a project (the “Project”) to rehabilitate two multi-family residential dwelling units, owned operated, and maintained by the HACC, are located at 9860 and 9862 SE Janssen Road, Clackamas, Oregon, 97015, within Clackamas County (collectively the “Properties”). The Project is named the Janssen Road Apartment Rehabilitation Projects.

The Project meets the U.S. Department of Housing and Urban Development Office (“HUD”) requirements for a National Objective, by using federal Community Development Block Grant (“CDBG”) funds for low-to-moderate income families. The County agrees to grant \$245,000 for the Project with CDBG funds, and the HACC agrees to provide a minimum 20% match (estimated to be \$49,000), together with all additional Project costs in excess of the CDBG funds granted by the County.

The County will be responsible for bidding, negotiating, and managing any public contracts with third parties necessary to complete the Project. The HACC will coordinate with County and any third party the County contracts with to complete the Project.

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 by both Parties and unless terminated, as set forth herein, shall expire upon the completion of each and every obligation of the Parties set forth herein, or September 30, 2042, whichever is sooner.
- 2. Project.** The Project will be to rehabilitate the exterior siding on the Properties. The work is to remove of all exterior siding, and replace with new exterior siding, install new exterior doors and windows with flashing and caulking, if there is available funding for those additional components to protect the existing assets. The Properties are to also be provided with new flashing, caulking and finished exterior grade paint throughout the rehabilitation of both buildings. If dry rot is found, it is to be repaired with new

residential materials. All of the Project work to be contracted by the County and will be started and completed by a licensed contractor in accordance with State of Oregon Law. See Exhibit B-1 for Map of project location.

3. **Scope of Work.** The Parties agree to perform the services and other tasks identified as set forth in the Scope of Work attached hereto as Exhibit A.
4. **Consideration.** The County will grant CDBG funds toward the Project in an amount not to exceed Two Hundred Forty-Five Thousand Dollars (\$245,000.00) ("CDBG Funds"). The CDBG Funds will be paid directly by the County to a contractor(s) hired by County ("Contractor") to complete the Project upon full execution of a construction contract.

The total Project is estimated to cost \$294,000.00. In the event the total Project will cost more than the estimated \$294,000.00, the HACC agrees to pay costs which exceed that amount, unless such costs arise from the County's negligent or willful acts or omissions. Project costs include, but are not limited to, construction costs permitted under the contract with the Contractor to complete the Project, as well as approved change orders. Project costs do not include architectural and engineering costs that the HACC will provide pursuant to the HACC's responsibilities set forth in Exhibit A. HACC will also be required to pay a minimum 20% match of the total CDBG Funds, estimated to be \$49,000.00.

If, following receipt of construction bid proposals as part of the County's public bid process, either party determines the Project cannot be completed for \$245,000.00, the County and HACC agree to negotiate, in good faith, a possible modification of the Project or this Agreement to accommodate funding limitations. If the Parties are unable to reach an agreement as to a modified Project or amendment to the Agreement, this Agreement shall terminate, the Parties shall bear their own costs incurred as of the date of termination, and the Parties shall have no further obligations regarding this Agreement.

5. **Payment.** The County shall require the Contractor to submit monthly invoices jointly to the HACC and County for work performed to complete the Project. The invoices shall include the total amount billed to date prior to the current invoice and shall describe all work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed.

Payments shall be made by the County to the Contractor directly following the County's review and approval of invoices submitted. County shall make payment(s) to the Contractor in the time and manner set forth in the construction contract with Contractor. The CDBG Funds will be used first to pay the Contractor. The HACC funds will be used second to pay the Contractor. County will provide written notice to HACC once the County has expended all of the CDBG Funds allocated for the Project. HACC will pay County additional amounts necessary to complete the Project on a reimbursement basis as follows: County will submit monthly invoices for amounts paid to the Contractor, and the HACC shall make payment to County within twenty one (21) days of receipt of each invoice. Payment shall be made to County at the following address:

Clackamas County

Public Services Building-Department of Finance
2051 Kaen Road, Fourth Fl.
Oregon City, OR 97045

6. 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.

7. Termination.

- A. Prior to County signing a construction contract with Contractor, either the County or the HACC may terminate this Agreement for convenience upon thirty (30) days written notice to the other party.
- B. Either the County or the HACC may terminate this Agreement in the event of a breach of the Agreement by the other Party. 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 the 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 performance under this Agreement is prohibited or either 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.
- F. Reservation of Remedies. The termination of this Agreement, regardless of cause, shall not prejudice any rights or obligations accrued to the Parties prior to termination. Each Party shall have all rights and remedies available to it at law, in equity, or under this Agreement.

8. Indemnification.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify and defend the HACC, its officers, elected officials, agents and employees from and against all costs (including attorney fees), 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 arising from the performance of this Agreement.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the HACC agrees to indemnify and defend the County, its officers, elected officials, agents and employees from and against all costs (including attorney fees), 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 HACC or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the HACC has a right to control arising from the performance of this Agreement.

9. **Insurance.** 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. Further, the County agrees that in contracting with Contractor it will ensure that the Contractor has and maintains sufficient levels of insurance or self-insurance to satisfy the Contractor's obligations under any construction contract. The County will also ensure that Contractor has identified the County and the HACC as additional insureds under any construction contract for this Project.

10. **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 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.

A. Steve Kelly or their designee will act as liaison for the County.

Contact Information:

Clackamas County Community Development Division
2051 Kaen Road, Suite 245
Oregon City, OR 97045

Joe Vennes or their designee will act as liaison for the HACC.

Contact Information:

Housing Authority of Clackamas County
13930 South Gain Street
Oregon City, OR 97045

11. General Provisions.

A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and 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. Agency, by execution of this Agreement, hereby consents to the in persona jurisdiction of the courts referenced in this section.

B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. This includes, but is not limited to, compliance with all Federal, State, and local laws prohibiting discrimination on the basis of age, sex, sexual orientation, gender identity, marital status, race, color, religion, national origin, familial status, or the presence of any mental or physical disability, as set forth in ORS Chapter 659A; Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VII; Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.

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. HACC agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary for County to comply with applicable Federal requirements. All terms and conditions required under applicable federal law regarding CDBG or use of CDBG Funds are hereby incorporated by this reference herein.

- C. **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.
- D. **Access to Records.** Both Parties shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of ten (10) 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. Such Records include, but are not limited to, payroll and financial records pertaining in whole or in part to this Agreement. Both Parties 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, each Party shall permit the other Party's authorized representatives' access to the Records at reasonable times and places for purposes of examining and/ or copying.
- E. **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.
- F. **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.
- G. **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.

- H. **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.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **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 herein and expressly described as intended beneficiaries of the terms of this Agreement.
- K. **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 and absolute discretion. County's consent to any subcontract shall not relieve HACC of any of its duties or obligations under this Agreement.
- L. **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.
- M. **Survival.** All provisions in Sections 6, 8, and 11 (A), (B), (C), (D), (E), (F), (G), (H), (J), (M), (O), (Q), (R), (S), (T), (U), (V), (W), (X), and (Y) shall survive the termination of this Agreement, and all other rights and obligations which by their context are intended to survive.
- 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. **Force Majeure.** Neither HACC nor County shall be held responsible for delay or default caused by events outside of the HACC or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, both Parties 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 their obligations under this Agreement.
- Q. **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 that is marked confidential and that is not subject to disclosure under the Oregon Public Records Laws 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.
- R. **Conflict of Interest.** No officer, employee, or agent of HACC or County who exercises any functions or responsibilities in connection with the planning and carrying out of the Project, or any other person who exercises any functions or responsibilities in connection with the Project, shall have any personal financial interest, direct or indirect, in the use of the funds provided pursuant to this Agreement, and the Parties shall take appropriate steps to assure compliance. The Parties will ensure that no contractor, subcontractor, contractor's employee or subcontractor's employee has or acquires any interest, direct or indirect, which would conflict in any manner or degree with the performance of their services.
- S. **Handicapped Accessibility.** HACC and County agree that all improvements made under this Agreement shall comply with standards set for facility accessibility by handicapped persons required by the Architectural Barriers Act of 1968, as amended. Design standards for compliance are contained in 24 CFR 8.31-32 and the document entitled Uniform Federal Accessibility Standards published by HUD in April, 1988 as a joint effort with other Federal agencies.
- T. **Nonsubstituting for Local Funding.** The CDBG Funds made available under this Agreement shall not be utilized by HACC to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.
- U. **Evaluation.** Upon reasonable prior notice from the County, HACC agrees to participate with the County in any evaluation Project or performance report, as designed by the County or the appropriate Federal department, and to make available all information required by any such evaluation process.

- V. **Audits and Inspections.** HACC and the County will ensure that the other Party, the Secretary of HUD, or the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to all books, accounts, records, reports, files, and other papers or property pertaining to the funds provided under this Agreement that are in the County's or HACC's possession and control for the purpose of making surveys, audits, examinations, excerpts, and transcripts for the Project.
- W. **Acquisition.** If completion of the Project requires acquisition of any real property the Parties agree to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended.
- X. **Use and Change of Use.** HACC shall use the Properties for public purposes that meet one of the National Objectives, set forth in 24 CFR 570.208 for their useful life in accordance with 24 CFR 570.505. If HACC changes the use of the Properties, HACC will comply with applicable change of use provisions contained in 24 CFR 570.505. In the event the Properties are not used to meet on the National Objectives for the term of this Agreement, HACC shall pay to County an amount equal to the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.
- Y. **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

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

Tootie Smith, Chair

Date

Clackamas County

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

Tootie Smith, Chair

Date

County Counsel

Andrew Naylor
Approved to Form

June 23, 2022
Date

Exhibit A

SCOPE OF WORK

HACC Responsibilities:

- A. In addition to those responsibilities listed in the Agreement, the HACC will also complete the following:
1. The HACC shall provide all necessary supervisory and administrative support to assist the County with the completion of the Project, including providing all necessary authorizations and approvals, consistent with applicable law, for use of the Properties as may be necessary to complete the Project. The HACC does not intend to hire an Architectural consultant for developing this residential scope, as this is a “like for like” replacement and installation of same or equal residential components at the Properties.

Clarification Definition: The term “like for like” refers to using the same type of building materials, but not less than any existing building material affixed to the residential units.
 2. The HACC shall obtain any easements or approvals necessary to allow access onto private property through the course of the Project. Acquisition of any easement shall be obtained pursuant to the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (“URA”). If assistance is needed for URA guidance, the County will provide assistance through its Right-Of-Way Acquisition Specialist.
 4. The HACC shall provide all material specifications and quantities list to bid the Project, as well as review and approval of the County’s Project manual prior to release to the public to obtain bids.
 5. The HACC shall participate in the oversight of the construction in partnership with the County for the Project. Such services shall include on-site inspections of work throughout construction, which shall be provided at no cost to the County; however, nothing herein shall be construed as creating a contractual relationship between the HACC and Contractor. The HACC shall solely be a third party beneficiary under any contract between County and Contractor.
 6. The HACC shall obtain a permit for all bid items for the Project, prior to the Contractor starting any work on the Properties.

7. The HACC shall review and approve all Contractor invoice(s) for the Project, prior to the County's review and approval for payment to the Contractor, through the County Finance Department.
8. The HACC shall operate and maintain the Project improvements constructed pursuant to this Agreement for public purposes for their useful life, subject to the limitations on the expenditure of funds by the County. The HACC agrees to inform the County in writing prior to making any change in the use of the Project improvements. Should the new use not meet HUD eligibility criteria, or the Project improvements be sold and converted to a non-qualifying use at any time before expiration of this Agreement, the HACC agrees to reimburse the County as provided under applicable law including, but not limited to, the requirements of 24 CFR 570.505. In no event will the HACC's reimbursement obligations be less than the full amount provided under 24 CFR 570.505.
9. The HACC shall complete and submit a Matching Funds Report following completion of the Project, or no later than June 30th of the Fiscal Year 2023, attached as Exhibit B-2 and incorporated by reference, as applicable.
10. The HACC shall complete and submit Community Development Block Grant Annual Performance Report following the completion of the Project, or no later than June 30th of the Fiscal year 2023, attached as Exhibit B-3 and incorporated by reference, as applicable. Below are the HUD Income Limits for the families of this property and Project (as applicable):

HUD 2022 Annual Income Limits for the Portland-Vancouver Metropolitan Area								
	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Low Income	\$37,800	\$42,600	\$47,950	\$53,250	\$57,550	\$61,800	\$66,050	\$70,300
Moderate Income	\$59,650	\$68,200	\$76,700	\$85,200	\$92,050	\$98,850	\$105,650	\$112,500

County Responsibilities:

- B. In addition to the responsibilities listed in Agreement, the County will also complete the following:
 1. Consistent with applicable state and local public contracting statutes and rules, the County will bid and contract for construction of the Project and, with the advice of the County, will approve changes, modifications, or amendments as necessary to serve the public interest.

2. The County shall include the HACC as a third party beneficiary under any construction contract with Contractor for construction of the Project.
 3. The County will perform the following duties:
 - a. Provide project manual with HACC and County documents and bid the Project;
 - b. Write and send the intent to award notices for the Project to all bidders;
 - c. Hire the lowest responsive/ responsible Contractor and prepare documents for the Board of County Commissioners approval;
 - d. Issue the notice to proceed to Contractor and hold a pre-construction meeting with applicable members;
 - e. Process payments to Contractor for Project costs;
 - f. Conduct on-site interviews of workers for Federal Prevailing Wage Rates for Davis-Bacon, HUD Federal Labor Standards Provisions as well as review submitted Payroll Forms for the Project;
 - g. Collect all HUD required project close-out documents; and
 - h. Release retainage to Contractor only after the County and the HACC approve and sign-off on Project improvements in accordance with applicable law and any contract entered into between County and Contractor.
 4. The County agrees to provide and administer available CDBG Funds granted by HUD to finance the Project.
 5. The County shall conduct necessary environmental reviews described in 24 CFR 570.604 for compliance with requirements of the CDBG program prior to the start of construction.
 6. The County shall provide reasonable and necessary staff for administration of the Project.
- C. The County and HACC agree to jointly review and approve all design, material selection, and contract documents for the Project.
1. The HACC has provided an aerial photo of the Janssen Road Apartments giving the location of the scheduled work, jointly agreed by the County and HACC, attached as Exhibit B-1.

Exhibit B-1

Project Site Map and Addresses:

8934, 8936, 8938, 8940, 8942, 8944, and 8946 SE Jannsen Road, Clackamas, Oregon 97015

Scope of Work:

Remove and replace all existing exterior siding, new flashing, caulking and paint. If dry rot is found, remove and repair with new residential materials as needed. If there is enough funding to also replace all of the exterior doors and windows, that work will be done as well. Flashing and caulking will be added to that work as well.



Exhibit B-2

CDBG PROJECT MATCHING FUNDS REPORT

For reporting to HUD at the end of the year, indicate the specific sources and amounts of matching funds for the HACC – Janssen Road Apartments Rehabilitation Project:

FY 2021-22 CDBG Funds	\$245,000 (max.)
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SOURCES OF LOCAL MATCH:	
Other Federal (including pass-through funds, e.g. County CDBG, State FEMA, etc.)	
	\$ _____
	\$ _____

State/Local Governmental Funding (e.g. State Housing Trust Funds, Local Assessment, etc.)	
	\$ _____
	\$ _____

Private (including recipient) Funding	
Fund Raising/Cash	\$ _____
Loans	\$ _____
Building Value or Lease	\$ _____
Donated Goods	\$ _____
New Staff Salaries	\$ _____
Volunteers (\$10/hr)	\$ _____
Volunteer Medical/Legal	\$ _____
Other	\$ _____

Prepared By: (Print name)

Signature

Date

Exhibit B-3

COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL PERFORMANCE REPORT

FOR THE PERIOD: JULY 1, _____ TO JUNE 30, _____

Project Name: HACC – Janssen Road Apartments Rehab. Project

Total Number Assisted (H or P) (A)	Total of Columns C, D, and E (B)	Income Categories			Female Headed Households (F)
		Low/Mod (80% - 51%) (C)	Very Low (50% - 30%) (D)	Extremely Low (<30%) (E)	

Females: _____

Persons with Disabilities: _____

Race Categories		Total # (G)	# Hispanic (H)
(1)	White:		
(2)	Black/African American:		
(3)	Asian:		
(4)	American Indian/Alaskan Native:		
(5)	Native Hawaiian/Other Pacific Islander:		
(6)	American Indian/Alaskan Native & White:		
(7)	Asian & White:		
(8)	Black/African American & White:		
(9)	Am. Indian/Alaskan Native & Black/African Am:		
(10)	Other Multi-Racial:		

Signature

Date

Organization

INSTRUCTIONS

Total Number Assisted (Column A):

Enter the actual number of persons (or households) who received assistance. Indicate whether this number represents "households" or "persons" with either (H) or (P) respectively. Each household or person may be counted only once. The number of beneficiaries reported in Column A must reflect the total of the beneficiaries reported in Column G.

Total Low/Mod (<80% MFI) (Column B):

The total number of lower income households or persons being served (total of Columns C, D, and E) should be entered in this column.

Income Categories

Low/Mod (Column C) - The total number of persons or households assisted who have an annual household income of 51% to 80% Median Family Income.

Low (Column D) - The total number of persons or households assisted who have an annual household income of 30% to 50% Median Family Income.

Extremely Low (Column E) - The total number of persons or households assisted who have an annual household income of 30% Median Family Income or less.

Female-Headed Household (Column F)

Enter the number of female-headed households. If "persons" assisted is reported in Column A rather than "households" assisted, leave this column blank.

Race (Rows 1 through 10)

All persons/households served (including persons of Hispanic ethnicity) must indicate Race.

Enter the number of households or persons using the facility or service (Column G) who are the following:

White (Row 1) - A person having origins in any of the original peoples of Europe, North Africa, or the Middle East. This category will generally include persons of Hispanic ethnicity but other categories may be chosen as appropriate.

Black or African American (Row 2) - A person having origins in any of the black racial groups of Africa.

Asian (Row 3) - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent.

American Indian or Alaskan Native Origin (Row 4) - A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliations or community recognition.

Native Hawaiian or Other Pacific Islander (Row 5) – A person having origins in the Hawaiian Islands or other Pacific Islands.

American Indian or Alaska Native **and** White (Row 6)

Asian **and** White (Row 7)

Black or African American **and** White (Row 8)

American Indian or Alaska Native **and** Black or African American (Row 9)

Other Multi-Racial (Row 10) – The balance category will be used to report individuals that are not included in any of the single race categories or in any of the multiple race categories listed above.

Ethnicity – Hispanic (Column H)

Enter the total number of persons or households within each Race Category who indicate origins in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish culture or origin.

Exhibit B-4

COMMUNITY DEVELOPMENT BLOCK GRANT

570.505 CHANGE OF USE.

The standards described in this section apply to real property within the recipient's control, which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until five years after closeout of an entitlement recipient's participation in the entitlement CDBG program or, with respect to other recipients, until five years after the closeout of the grant from which the assistance to the property was provided.

(a) A recipient may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless the recipient provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either;

(1) The new use of such property qualifies as meeting one of the national objectives in 570.208 (**formerly 570.901**) and is not a building for the general conduct of government; or

(2) The requirements and paragraph (b) of this section are met.

(b) If the recipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (a)(1) of this section, it may retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.

(c) If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in 570.504(b) (4) or (5), as applicable, shall apply to the use of funds reimbursed.

(d) Following the reimbursement of the CDBG program in accordance with paragraph (b) of this section, the property no longer will be subject to any CDBG requirements.

COVER SHEET

- New Agreement/Contract
- Amendment/Change/Extension to _____
- Other _____

Originating County Department: _____

Other party to contract/agreement: _____

Description:

After recording please return to: _____

- County Admin
- Procurement

If applicable, complete the following: _____

Board Agenda Date/Item Number: _____