

August 10, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of Amendment #1 increasing funding to a Cooperation Agreement with Clackamas Service Center for the West Building Expansion Project. Amendment value is \$300,000, agreement value is increased to \$950,000. Funding is through the Federal HUD Community Development Block Grant. No County General Funds are involved.

Previous Board Action/Review	<ul style="list-style-type: none"> July 20, 2021, BCC policy session, project funding recommendations approved. November 4, 2021, BCC approval of Cooperation Agreement. August 8 2023 Presented at issues Session 		
Performance Clackamas	<ol style="list-style-type: none"> Increase self-sufficiency for our clients. Ensure safe, healthy, and secure communities. 		
Counsel Review	Yes	Procurement Review	No
Contact Person	Korene Mather	Contact Phone	971-806-7413

EXECUTIVE SUMMARY: The Community Development Division of the Health, Housing, and Human Services Department requests the approval of Amendment 1 to the Cooperation Agreement with Clackamas Service Center (CSC) Expansion Project that will expand and improve homeless services in Clackamas County. The site is at 8800 SE 80th Ave: Portland, OR 97206 in Clackamas County.

This construction project will renovate and expand an existing homeless service center building to provide a wider range of services to approximately 12,000 people annually. New services and resources will include on-site health and behavioral health care, laundry services, a clothing center, and accessible restrooms, as well as administrative offices and a conference room.

Amendment #1 adds additional funding because of increased construction costs since the original Cooperation Agreement with CSC was approved in November 2021. It is anticipated that this project will begin in September of 2023.

RECOMMENDATION: Staff recommends BCC approve Amendment #1 to the Cooperation Agreement with Clackamas Service Center for the West Building Expansion Project.

Respectfully submitted,

Rodney A. Cook
 Director of Health, Housing & Human Services

For Filing Use Only

Contract Amendment Health, Housing and Human Services Department

H3S Contract Number H3S #10461 Board Agenda Number _____
and Date 6/28/23

Division Housing & Community Development Amendment No. 1

Contractor Clackamas Service Center, Inc. (CSC)

Amendment Requested By Steve Kelly & Mark Sirois

Changes: Scope of Services Contract Budget
 Contract Time Other _____

Justification for Amendment:

This Amendment #1 updates that certain cooperation agreement (“Agreement”) entered into between Clackamas County (“County”) and Clackamas Service Center, Inc. (“CSC”) on or about November 4, 2021 for purposes of assisting CSC with an expansion of its Annex West Building. This Amendment #1 increases the total amount of Community Development Block Grant Funds (“CDBG”) available for the project by an additional \$300,000. The additional funding is necessary due to the costs to complete the project.

This Amendment #1 is effective execution by both parties.

Except as amended hereby, all other terms and conditions of the Agreement remain in full force and effect. The County has identified the changes with “***bold/italic***” font for easy reference.

AMEND Article II, Consideration, Subsection A:

- A. The County agrees to provide CDBG funds toward the Project in a sum not to exceed \$650,000.00 (“CDBG Funds”). The CDBG Funds allocated for the Project will be paid directly to any contractor hired by County to perform the work on the Project (“Contractor”) upon full execution of a construction contract. CSC agrees to pay all Project costs incurred in excess of the CDBG Funds, including any change orders or other additional expenses related to the construction contract. Project costs include, but not limited to, construction costs permitted under the contract with the Contractor to complete the Project as well as approved change orders. CSC is further responsible for providing a minimum 20% match contribution towards the cost of the Project costs, as detailed in Article IV, below.

The parties anticipate that the total costs of completing the Project will not exceed the sum of \$1,200,000 dollars. If, following receipt of construction bid proposals as part of the County’s public bid process, either party determines the Project cannot be completed with available funds, the County and CSC 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.

TO READ:

- A. The County agrees to provide CDBG funds toward the Project in a sum not to exceed \$950,000.00 (“CDBG Funds”). The CDBG Funds allocated for the Project will be paid directly to any contractor hired by County to perform the work on the Project (“Contractor”) upon full

execution of a construction contract. CSC agrees to pay all Project costs incurred in excess of the CDBG Funds, including any change orders or other additional expenses related to the construction contract. Project costs include, but not limited to, construction costs permitted under the contract with the Contractor to complete the Project as well as approved change orders. CSC is further responsible for providing a minimum 20% match contribution towards the cost of the Project costs, as detailed in Article IV, below.

The parties anticipate that the total costs of completing the Project will not exceed the sum of **\$1,500,000 dollars**. If, following receipt of construction bid proposals as part of the County’s public bid process, either party determines the Project cannot be completed with available funds, the County and CSC 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.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #1 to be executed by their duly authorized officers.

CLACKAMAS SERVICE CENTER, INC.

CLACKAMAS COUNTY

By: Jill A Orr
Jill Orr, Executive Director

Commissioner: Tootie Smith, Chair
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull
Commissioner: Ben West

July 20, 2023
Date
8800 SE 80th Avenue
Street Address
Portland, OR 97206
City/State/Zip
503-771-7914 / 503-771-8606
Phone / Fax

CLACKAMAS COUNTY:

Tootie Smith, Chair

Date

COUNTY COUNSEL
Approved to Form:

Andrew Naylor
Andrew Naylor

07/24/2023
Date