

August 19, 2021

Housing Authority Board of Commissioners Clackamas County

Members of the Board:

| Approval of an Intergovernmental Agreement between |
|--|
| the Housing Authority of Clackamas County and |
| Clackamas County Community Development Division |
| for Homeless Management Information System (HMIS) staffing |

| Purpose/Outcomes | Approve an Intergovernmental Agreement between Housing Authority of Clackamas County and Community Development for Homeless Management Information System (HMIS) staffing |
|------------------------------------|---|
| Dollar Amount and Fiscal Impact | \$143,750 |
| Funding Source | HUD CARES Act funds Emergency Solutions Grant (ESG COVID) and non- CARES Act Emergency Solutions Grant (ESG) funds. No County General Funds are involved |
| Duration | Effective upon signature to June 30, 2022 |
| Previous Board | Approval of ESG COVID HMIS expenditures on July 30, 2020 and ESG |
| Action | HMIS expenditures with 2021 Action Plan approval on May 6, 2021 |
| Strategic Plan Alignment | Build a strong infrastructure Ensure safe, healthy and secure communities |
| Counsel Review | K.R. February 10, 2021, August 3, 2021; A.N. August 3, 2021 |
| Contact Person | Vahid Brown, 971-334-9870 |
| Contract No. | 10250 |

BACKGROUND:

The Housing Authority of Clackamas County (HACC) and Community Development (CD), both Divisions of the Health, Housing and Human Services Department, request the approval of an Intergovernmental Agreement to provide funding to hire one position that will train and support contracted agencies on the ongoing data input and reporting requirements within the Homeless Management Information system, (HMIS). The HMIS system is used to track funding provided to all agencies responsible for the distribution of homeless services across Clackamas County including those funded by Measure 26-210, the homeless Continuum of Care (CoC), Emergency Solutions Grants (ESG), inclusive of all homeless programs and homeless services in Clackamas County.

This data collection effort is an essential part of data analysis, tracking and reporting and will help us to determine outcomes of our investments towards ending chronic homelessness. The Agreement was reviewed and approved by County Counsel on February 10, 2021.

RECOMMENDATION:

Staff recommends the Board approve the Intergovernmental Agreement with CD. Staff recommends the Board authorize Commissioner Tootie Smith, Chair to sign on behalf of the Board of County Commissioners and on behalf of the Housing Authority Board of Commissioners.

Respectfully submitted,

Mary A. Runbauf

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

INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY AND THE HOUSING AUTHORITY OF CLACKAMAS COUNTY H3S Contract No. 10250

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"), a public corporation organized under ORS Chapter 456, 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 hire and train a Homeless Management Information System (HMIS) specialist who will provide program and staffing support for all agencies providing homeless services across Clackamas county including those funded by Measure 26-210, the homeless Continuum of Care (CoC) and Emergency Solutions Grants (ESG) funded agencies, homeless programs and homeless services in Clackamas County, OR.

These special ESG Program Funds are being allocated to the County, as authorized by the CARES Act, Public Law 116-136. These special ESG funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.

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 upon the completion of each and every obligation of the Parties set forth herein, or until June 30, 2022, whichever is sooner.
- 2. Scope of Work. The parties agree to perform the services and other tasks identified in the Scope of Work attached hereto as Exhibit A. The HMIS specialist shall be solely the employee of HACC. Control of personnel, supervision, standards of performance, discipline, and all other aspects of performance of the HMIS specialist shall be the exclusive responsibility of HACC. Allegations of misconduct shall be investigated in accordance with HACC personnel procedures. HACC shall be solely responsible for all liabilities for salaries, wages, any other compensation, injury, sickness, or other costs and expenses related to or incurred by the hiring of the HMIS specialist.
- 3. **Consideration.** The County agrees to reimburse HACC for the monthly salary and benefits for a HMIS specialist in an amount not to exceed <u>One Hundred and Forty</u>

<u>Three</u> <u>Thousand</u>, <u>Seven Hundred and Fifty Dollars (\$143,750.00</u>) over a 15 month period. HACC shall be solely responsible for all costs associated with the HMIS specialist after the sooner of either (1) the expiration of the 15-month period; or (2) the date the \$143,750.00 not to exceed amount is reached.

4. **Payment.** HACC will submit quarterly invoices to the County Community Development Division that shall include the monthly salary and benefits expenses for the HMIS specialist position for which reimbursement is claimed.

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 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 the HACC may terminate this Agreement for convenience upon thirty (30) days written notice to the other party. The County and HACC will work together to avoid terminating the Agreement for this Project.
- B. Either the County or the 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 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.

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 the 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, the 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 the HACC or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the HACC has a right to control.

- 8. **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.
- 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 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. Mark Sirois 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

Toni Karter or their designee will act as liaison for the HACC.

Contact Information:

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

10. 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 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. The parties, by execution of this Agreement, hereby consent 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. 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.
- 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. 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/ 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 7 and 10(A), (C), (D), (E), (F), (G), (H), (J), (M), (Q), and (R) 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 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. HAAC and its employees or agents agree to comply with all HMIS/HUD privacy requirements in performing their responsibilities under this agreement.
- R. **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.

2021-2022 ESG COVID HMIS STAFFING

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

Clackamas County

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

Housing Authority of Clackamas County

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

Commissioner Smith, Chair

Housing Authority of Clackamas County

Commissioner Smith, Chair Board of County Commissioners

Date

Date

County Counsel

Approved

Date

Exhibit A

SCOPE OF WORK

HACC Responsibilities:

- A. Under this Agreement, the responsibilities of the HACC shall be as follows:
 - 1. HACC shall hire and manage a qualified person to conduct the training, data entry and reporting to HUD for all ESG COVID and CoC homeless services projects, which is anticipated to be classified as a Management Analyst 1 position.
 - 2. HACC will secure any specialized training for the HMIS specialist as may be reasonably required by the County.
 - 3. HACC will coordinate with the County on any required HUD reporting for ESG COVID and CoC funded projects.

County Responsibilities:

- A. Under this Agreement, the responsibilities of the County will be as follows:
 - County shall reimburse HACC for staffing costs for the HMIS specialist position (Management Analyst 1). HACC will coordinate regularly to ensure the HIMS position is working in alignment with all funding source requirements including CARES ACT funding, Measure 26-210 funding, ESG, COC, and other HMIS requirements. Regular ongoing checkins will also be required with the regional and state leadership providing oversight and guidance on the HMIS data system.

Joint responsibilities:

County and HACC will jointly work on coordinating HMIS hiring, training, data collection and services to all homeless CoC and ESG agencies, homeless programs and homeless services to households experiencing homeless as a direct response to the Coronavirus public health pandemic and the economic impacts resulting in loss of personal income and household stress of businesses and services being closed in response to the epidemic in Clackamas County.





August 19th, 2021

Housing Authority Board of Commissioners Clackamas County

Members of the Board:

Approval of Amendment #2 to IGA between Health, Housing and Human Services (H3S) and Housing Authority of Clackamas County (HACC) to allow for an increase from parttime to full time case manager serving HACC public housing residents

| Purpose/Outcomes | Approve Amendment #2 between Housing Authority of Clackamas County and Health, Housing and Human Services for funding of a full time case manager to serve HACC public housing residents. |
|------------------------------------|--|
| Dollar Amount and Fiscal Impact | Contract Amendment #2 authorizes additional \$110,000 (\$55,000/year for two years) for a total contract amount of \$1,267,344.91 |
| Funding Source(s) | County General Funds through Policy Level Proposal - Affordable Housing & Services Fund |
| Duration | July 1, 2019 – May 15, 2022 |
| Previous Board Action | May 16, 2019 - Board approved original IGA |
| | February 20, 2020 – Approval of Amendment #1 |
| Strategic Plan Alignment | Ensure safe, healthy and secure communities |
| | Build public trust through good government |
| Counsel Review | A.N. & K.R. 6/30/2021, 8/3/2021 |
| Contact Person | Jill Smith, HACC Executive Director (503) 742-5336 |
| Contract Number | Contract No. 9247 |

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department (H3S), requests approval to execute a Contract Amendment No. 2 between HACC and H3S to allow Social Services to provide a full time case manager to HACC's public housing residents.

The additional \$110,000.00 allows us to increase the part time case manager position to a full time position, serving Public Housing residents. Social Services Division (SSD) was one of four (4) contracts funded by the Affordable Housing and Services Fund. All contracts were executed following a competitive RFP process. Contract Amendment #2 has been reviewed by Clackamas County Counsel. The funding source is County General Funds through the Affordable Housing & Services Fund Policy Level Proposal where the following contracts were awarded:

1. IGA between HACC and Home Forward

The IGA provides for the case management of high barrier households living in Public Housing with a focus on resident success and housing retention. The specific scope of work to be accomplished by Home Forward is set forth in the H3S Contract No. 9241.

| Budget: | Year 1: 2019-20 | Year 2: 2020-21 | Year 3: 2021-22 | |
|---------|-----------------|-----------------|-----------------|--|
| | Salary & Fringe | Salary & Fringe | Salary & Fringe | |
| | \$56,737 | \$60,006 | \$63,563 | |

| Benefits \$29,726 Admin Fee \$8,537 | Benefits \$30,902 Admin Fee \$9,091 | Benefits \$31,839 Admin Fee \$9,540 | |
|--|--|--|--|
| TOTAL \$95,000 | TOTAL \$99,999 | TOTAL \$104,942 | |
| *total contract amount | \$299,941 | | |

2. Contract between HACC and Mental Health Association of Oregon

The Contract provides Peer Support Services for households living in Public Housing with significant mental health challenges, peer services will focus on ensuring residents retain housing and successfully engage in the community. The specific scope of work to be accomplished by Mental Health Association of Oregon is set forth in the H3S Contract No. 9242.

| accompliance by mental meanin Association of oregoin is set forth in the mac obtained two. 3242. | | | | | | |
|--|------------------------------|---------------------------|---------------------------|--|--|--|
| Budget: | <u>Year 1: 2019-20</u> | <u>Year 2: 2020-21</u> | <u>Year 3: 2021-22</u> | | | |
| Amd. #1 | | Salary/Fringe \$94,925.34 | Salary/Fringe \$94,925.34 | | | |
| | \$6,356.00 (2 months) | <u>\$38,135.95</u> | <u>\$38,135.95</u> | | | |
| | TOTAL \$101,281.33 | TOTAL \$133,061.29 | TOTAL \$133,061.29 | | | |
| | *total contract amount \$367 | 7,403.91 | | | | |

3. IGA between HACC and Social Services Division

The IGA provides for a half-time Case Manager to provide services specifically to the highest need Public Housing residents (many just exiting Homelessness) with a goal of housing stability and retention. The work to be accomplished by Social Services Division is set forth in the H3S Contract No. 9247.

| Budget: | Year 1: 2019-20 | Year 2: 2020-21 | | Year 3: 202 | 1-22 | |
|---------|---------------------|-----------------------------|-----------|------------------------------|-----------|--|
| | TOTAL \$0 | Salary & Fringe \$60,000.00 | | Salary & Fringe \$60,000.00 | | |
| Amd. #2 | \$0 | Increase full-time \$55,000 | | 0 Increase full-time \$55,00 | | |
| | | Total | \$115,000 | Total | \$115,000 | |
| | *total contract amo | ount \$230,000 | | | | |

4. Contract between HACC and Do Good Multnomah

The IGA will provide Resident Services to formerly homeless veterans. Resident services will focus on veterans remaining compliant with their lease and successful within their housing and the community. These services will be provided at the Pleasant Avenue veteran's housing project being developed in Oregon City on Pleasant Avenue. The work to be accomplished by Do Good is set forth in the H3S Contract No. 9474.

| Budget: | Year 1: 2019-20 | Year 2: 2020-21 | Year 3: 2021-22 | Year 4: 2022-23 |
|---------|---------------------|---------------------------------|--------------------|--------------------|
| | TOTAL \$0 | Staffing \$120,000 | Staffing \$125,000 | Staffing \$125,000 |
| | *total contract amo | total contract amount \$370,000 | | |

RECOMMENDATION:

Staff recommends the Board approve Amendment #2 to the Intergovernmental Agreement with H3S. Staff recommends the Board authorize Commissioner Tootie Smith, Chair to sign on behalf of the Board of County Commissioners and on behalf of the Housing Authority Board of Commissioners.

Respectfully submitted,

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

Healthy Families. Strong Communities.

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

AMENDMENT #2 INTERGOVERNMENTAL AGREEMENT BETWEEN THE HOUSING AUTHORITY OF CLACKAMAS COUNTY AND CLACKAMAS COUNTY (H3S Contract No. 9244)

THIS AMENDMENT #2 ("Amendment #2") is entered into by and between the Housing Authority of Clackamas County ("Agency"), a public corporation organized under ORS Chapter 456, and Clackamas County ("County"), a political subdivision of the State of Oregon, and shall become a part of that Intergovernmental Agreement entered between the parties on May 23, 2019 (the "Agreement").

Recitals

The Agreement provides that County will pay HACC for the costs of the additional personal services contracts described therein.

The purpose of this Amendment #2 is to amend the Agreement to reflect the increased cost that incurred due to the increase need for the Case Manager position from half time to full time. This position provides direct services to residents of public housing. The agreement between HACC and the County to provide service was approved by the board on May 20, 2021.

NOW, THEREFORE, 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 agree to amend the Agreement as follows:

1. Section 3. Consideration, is hereby amended as follows:

The total amount County agrees to pay HACC, from available and authorized funds, is the amount not to exceed one million two hundred sixty seven thousand three hundred forty four dollars and ninety two cents (1,267,344.92) to pay for services described in the contract.

| TOTAL AMENDED AGREEMENT | \$ 1,267,344.92 |
|-------------------------|--------------------|
| AMENDMENT #2 | \$ 110,000.00 |
| AMENDMENT #1 | \$ 82,627.90 |
| ORIGINAL CONTRACT | \$ 1,074,717.02 |

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, effective upon the date of the last signature below.

[Signatures on Following Page]

IN WITNESS HEREOF, the Parties have executed this Amendment 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

Commissioner Tootie Smith, Chair

Commissioner Tootie Smith, Chair

County Counsel

08/03/2021 Approved to Form

Date



Rodney Cook

Interim Director

August 19, 2021

Housing Authority Board of Commissioners Clackamas County

Members of the Board:

<u>Approval of an IGA between Housing Authority of Clackamas</u> <u>County (HACC) and Clackamas County Community Corrections (CCCC)</u> <u>for funding supportive mental health housing for corrections participants</u>

| Purpose/Outcomes | Approval of an IGA between HACC and CCCC,for |
|--|--|
| | funding supportive mental health housing for clients |
| | exiting incarceration. |
| Dollar Amount and Fiscal Impact | \$343,064 |
| Funding Source(s) | Supportive Housing Services |
| Duration | July 1, 2021 – June 30, 2022 |
| Previous Board Action | |
| Strategic Plan Alignment | 1. Ensure safe, healthy and secure communities |
| | 2. Build public trust through good government |
| Counsel Review | A.N. 7/22/2021, 8/3/2021; S.C 8/3/2021 |
| Contact Person | Jill Smith, HACC Executive Director (503) 742-5336 |
| Contract Number | Contract No. TBD |

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval of an IGA with Clackamas County Community Corrections (CCCC) for funding to continue providing housing to some of the most vulnerable clients in the county; those who are homeless or at risk of homelessness as they exit incarceration. Many of these clients need additional support due to severe and persistent mental illness, substance use disorders, or co-occurring disorders.

CCCC has a long-standing partnership with Bridges to Change (BTC) as the primary provider of peer mentor services and housing since 2004 for the re-entry of CCCC's most vulnerable reentry participants who experience severe and persistent mental illness and need programmingrelated support to maintain stable housing.

BTC provides the supportive mental health housing in two separate houses; Serenity and Haven. Serenity House provides support for eight (8) women in the program and Haven House supports eleven (11) men in the program. The Mental Health Housing program in both houses has certified recovery mentors, behavioral health care providers and probation officers that participate with individual care teams.

BTC is one of the largest peer-run organizations in the state of Oregon serving approximately 2,500 individuals annually. BTC employs more than 140 staff with 86% identifying as in recovery from addictions, mental health issues or homelessness. This includes everyone from direct service staff to executive leadership. Each service component is overseen by a director with expertise in the area.

While this program has been tremendously successful, it is currently at risk due to state funding concerns. Without support these programs would lapse and the households served would be exited to homelessness.

RECOMMENDATION:

Staff recommends the Board approve the Intergovernmental Agreement with Community Corrections. Staff recommends the Board authorize Commissioner Tootie Smith, Chair to sign on behalf of the Board of County Commissioners and on behalf of the Housing Authority Board of Commissioners.

Respectfully submitted,

Mary A. Evabauf

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

INTERGOVERNMENTAL AGREEMENT BETWEEN HOUSING AUTHORITY OF CLACKAMAS COUNTY AND CLACKAMAS COUNTY COMMUNITY CORRECTIONS

"THIS AGREEMENT (this "Agreement") is entered into between the Housing Authority of Clackamas County ("HACC") and Clackamas County, a political subdivision of the State of Oregon, on behalf of Clackamas County Community Corrections ("CCCC"), 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

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.

County has requested, and HACC has agreed, that HACC provide funding to cover housing needs for County's Community Corrections clients who have disabling conditions that are currently housed in supportive mental health housing.

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 upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2022, whichever is sooner.
- 2. **Scope of Work.** CCCC agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").
- Consideration. HACC agrees to pay CCCC, from available and authorized funds, a sum not to exceed Three Hundred Forty Three Thousand Sixty Four Dollars (\$343,064) for accomplishing the Work required by this Agreement.
- 4. **Payment.** Unless otherwise specified, payment will be contingent on recipient of Metro Supportive Housing Services funds to the HACC. CCCC shall submit itemized monthly invoices for reimbursement payments to HACC. CCCC shall only use the funds provided under this Agreement for the purposes described in Exhibit A. CCCC may begin accruing expenditures against this contract on July 1, 2021. Reporting requirements in Exhibit B will be reviewed quarterly by HACC.

5. Representations and Warranties.

- A. *County Representations and Warranties*: County represents and warrants to HACC that CCCC 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 Agency enforceable in accordance with its terms.
- B. *HACC Representations and Warranties*: HACC represents and warrants to CCCC 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 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 HACC or CCCC may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either HACC or CCCC 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. HACC or CCCC 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 the terminating Party fails to receive expenditure authority sufficient to allow that Party, in the exercise of its reasonable administrative discretion, to continue to perform under 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 the terminating 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.

A. 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 CCCC, 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.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, CCCC 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 CCCC or its officers, elected

officials, owners, employees, agents, or its subcontractors or anyone over which CCCC has a right to control.

- 8. **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.
- 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.
 - A. Vahid Brown or their designee will act as liaison for HACC.

Contact Information:

VBrown@clackamas.us

Malcom McDonald or their designee will act as liaison for CCCC.

Contact Information:

malcolmmcd@clackamas.us

10. 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 Housing Authority of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between HACC and CCCC 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 CCCC 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 personam 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. 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.

- 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. CCCC 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. CCCC 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, CCCC shall permit HACC's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Work Product.** All work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the District. The District shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement. On completion or termination of the Agreement, the Agency shall promptly deliver these materials to the District's Project Manager.
- F. Hazard Communication. CCCC shall notify HACC prior to using products containing hazardous chemicals to which HACC employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon HACC's request, CCCC shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- 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. **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.
- L. **No Third-Party Beneficiary.** HACC and CCCC 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.
- M. **Subcontract and Assignment**. CCCC 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 HACC, which shall be granted or denied in HACC's sole discretion. HACC's consent to any subcontract shall not relieve CCCC of any of its duties or obligations under this Agreement.
- N. **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.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (E), (G), (H), (I), (J), (L), (O), (R), (T) and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.

- P. **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.
- Q. **Time is of the Essence**. CCCC agrees that time is of the essence in the performance this Agreement.
- R. **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.
- S. Force Majeure. Neither HACC nor CCCC shall be held responsible for delay or default caused by events outside of CCCC or HACC's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, CCCC 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.
- T. Confidentiality. CCCC 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 CCCC or its employees or agents in the performance of this Agreement shall be deemed confidential information of HACC ("Confidential Information"). CCCC agrees to hold Confidential Information in strict confidence, using at least the same degree of care that CCCC 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.
- U. **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.

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

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 of Commissioners

Commissioner Tootie Smith, Chair

Commissioner Tootie Smith, Chair

County Counsel

Approved to Form

08/03/2021

Date

Exhibit A SCOPE OF WORK

Background:

With the funds, provided by HACC under this Agreement, Clackamas County Community Corrections (CCCC) will continue to fund an existing program partnership with Bridges to Change (BTC) for housing needs related to CCCC's most vulnerable participants who experience severe and persistent mental illness and need programming-related support to maintain stable housing. BTC provides the supportive mental health housing in two separate houses: Serenity and Haven. Serenity house provides support for eight women in the program with one live in house manager. Haven house supports 11 men in the program with one live in house manager. The Mental Health Housing program in both houses has certified recovery mentors, behavioral health care providers and probation officers that participate with the participant care team.

Budget:

Total combined 12-month program and housing cost in FY22 is **\$347,064**. CCCC may use the funds provided under this Agreement for the following:

- 1. Staffing: The program staffing model is 4.43 FTE totaling \$213,586
 - a. Salaries and Wages: \$166,768
 - i. 2 FTE Male Peer Mentor
 - ii. 1.5 FTE Female Peer Mentor
 - iii. 0.5 FTE Program Manager
 - iv. 0.08 FTE Associate Director of Peer Services
 - v. 0.35 FTE live-in House Managers (staff are provided free rent and work minimal hours, with Peer support primarily provided by Peer Mentors)
 - b. Payroll taxes budgeted at 10% of Salaries/Wages: \$16,677
 - c. Benefits based on actual employer contribution of individual benefits: \$24,505
 - d. Software: Electronic Health Record and HMIS license fees: \$4,587
 - e. Professional Development: Estimated at \$1,050
- 2. Supportive Services: Housing occupancy costs and other direct expenses for housing and programming totaling \$100,927
 - a. Combined House Rent: \$22,920 (note Clackamas County owns the home at SE River Rd, so Bridges to Change only pays utilities)
 - b. Combined House utilities and other expenses directly tied to the houses \$19,024
 - c. Combined Housing Costs: Includes allocation of Bridges to Change facilities and housing team, maintenance costs, housing supplies (toilet paper, cleaning supplies, etc), maintenance vehicles, and other housing expenses challenging to allocate directly to individual homes. Allocation method is based on total bed capacity by house. \$17,142
 - d. Program costs including rent, utilities, program supplies, computer supplies, and copying based on Clackamas County Office allocation. \$26,049
 - e. Auto Expense: Mental Health program van expense \$1,000

- f. Shared Cost Allocation: CCCC allocation for insurance, training, mileage, and other benefits/fees that are challenging to allocate directly but do not qualify as "administrative". Allocation method is based on FTE by program: \$14,791
- 3. Flexible Funding: Client services and recreation totaling \$1,000
- 4. Administration: Based on 10% Federal De Minimis rate totaling \$31,551

Additional:

CCCC will continue the existing contract with BTC. If contract is amended or canceled, CCCC will notify HACC within 30 days.

Exhibit B SHS Data Tracking and Reporting

<u>Reporting</u>

CCCC will ensure BTC complies with all Supportive Housing Services data entry requirements for the Homeless Management Information System (HMIS). Data entry is required at program start, annual assessment (where applicable), and program exit. This information is to be reported on HMIS data forms which the County will provide on an asneeded basis. See attached HMIS data forms. All HMIS data forms are subject to change. Within the Program Start assessment, data must be entered to distinguish between Population A and Population B, as defined by the SHS measure.

Population A, defined as people with incomes below 30% AMI, have one or more disabling conditions, and who are experiencing or at imminent risk of experiencing long-term or frequent episodes of literal homelessness; and

Population B, defined as people who are experiencing homelessness or have substantial risk of experiencing homelessness.

- BTC is required to complete all data elements in HMIS within 5 business days of data collection. All data must be complete and accurate by the 14th day after the end of each quarter.
- BTC is required to offer a CHA assessment within one week of participant moving into the transitional housing program. The CHA data must be entered into HMIS. If the participant declines to be assessed through CHA, a case note documenting the refusal must be noted.

HACC will provide BTC with necessary HMIS and CHA training both initially and on-going, as needed.

How data will be tracked

Each service provider will be required to enter a standardized list of data elements in the Homeless Management Information System (HMIS) for each member of each household served with Supportive Housing Services Funding (SHS) funding. Creating and updating this standardized list of data elements is done with tri-county coordination Data elements currently include items such as: name, date of birth, race, ethnicity, gender, veteran status, health insurance info, disability status, monthly income, non-cash income types, and history of homelessness.

How the data will be used

Data entered into HMIS by each service provider will contribute to system-wide data measures. Each measure includes sub-measures where further evaluation based on equity (race and ethnicity data) and priority population served (A/B) is done. Additionally, in most cases, measurement can be done at the program level, to identify strengths and areas for improvement.

System-wide Measures include:

1. Number of households in need

- 2. Length of time individuals and families spend in a homeless situation, on average
- 3. Number of new units created
- 4. Number of households newly placed into permanent housing and number of households assisted with homelessness prevention funds
- 5. Rate of those placed in permanent housing who retained that housing both during program participation and after program completion
- 6. Rate of households who were placed in permanent housing, but subsequently returned to homelessness

Local Clackamas County measures may be added in the future. HMIS training and support will be provided.

Attached Data Forms

- Entry
- Interim Review Annual Review
- Exit

| OGRAM: | | COVID-19 (Yes/No) | | START DATE: | |
|--|-------------------|------------------------|------------------------|------------------------|------------------------|
| | | MS ARE DUE TO HM | | | |
| ENT SEARCH | (1) Head of HH | (2) Other HH Member | (3) Other HH Member | (4) Other HH Member | (5) Other HH Member |
| HMIS Client ID #: | | | | | |
| NAME(s): | | | | | |
| Social Security: | | - <u></u> - | | | |
| U.S. Military Veteran? (Adults only): | | | | | |
| No | | | | | |
| Yes | | | | | |
| Client Doesn't Know | | | | | |
| Client Refused | | | | | |
| Relationship to Head of HH*: | | | | | |
| Date of Birth: | // | // | // | // | // |
| Gender: | | | | | |
| Female | | | | | |
| Male | | | | | |
| Trans Female (MTF or Male to Female) | | | | | |
| | | | | | |
| Trans Male (FTM or Female to Male) | | | | | |
| Gender Non-Conforming (i.e. not exclusively male or female) | | | | | |
| Client refused | | | | | |
| Race: (CHECK ALL THAT APPLY) | | | | | |
| American Indian or Alaska Native | | | | | |
| Asian | | | | | |
| Black or African American | | | | | |
| Native HAW or Other Pacific Islander | | | | | |
| White | | | | | |
| Client doesn't know Client refused | | | | | |
| | | | | | |
| Ethnicity: (Hispanic/Latino) Hispanic/Latino (HUD) | | | | | |
| Non-Hispanic/Non-Latino (HUD) | | | | | |
| Non-Hispanic/Non-Latino (HUD) Client doesn't know | | | | | |
| Client doesn't know | | | | | |
| | | | | | |
| Relationship to Head of Household: | _ | _ | _ | _ | _ |
| Self (head of household) | | | | | |
| Head of household's child | | | | | |
| Head of household's spouse or partner | | | | | |
| Head of household's other relation member (other relation to head of household) | | | | | |
| (other relation to head of household) | | | | | |

| _ | | | | | | |
|---|----------|----------|----------|----------|----------|--|
| | (1) | (2) | (3) | (4) | (5) | |
| HMIS ROI Start Date: End Date: Witness: | □Yes □No | |
| withess. | | | | | | |
| OHCS Release Granted? Start Date: End Date: | □Yes □No | |
| Documentation: | | | | | | |
| Signed Statement from Client | | | | | | |
| Verbal Consent | | | | | | |
| Verification from Other Institution | | | | | | |
| Covered by Health Insurance? (ALL CLIENTS) | | | | | | |
| Yes | | | | | | |
| No | | | | | | |

| No | | | | | |
|---|---------------|---------------|---------------|---------------|---------------|
| Client doesn't know | | | | | |
| Client refused | | | | | |
| If 'Yes', Source of Health Insurance | | | | | |
| Medicaid | □Yes □No □DNC |
| Medicare | □Yes □No □DNC |
| State Children's Health Insurance Program (CHIP) | | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC |
| Veteran's Administration (VA) Medical Services | | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC |
| Employer-Provided Health Insurance | □Yes □No □DNC |
| Health Insurance obtained through COBRA | | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC |
| Private Pay Health Insurance | □Yes □No □DNC |
| State Health Insurance for Adults (OHP) | □Yes □No □DNC |
| Indian Health Service Program | □Yes □No □DNC |
| Other (Describe) | | | | | |

Does the client have a disabling condition? (Required for all household men bers)

| Yes | | | |
|---------------------|--|--|--|
| No | | | |
| Client doesn't know | | | |
| Client refused | | | |

Disability Type: (Required for all household members)

| Alcohol Abuse (HUD) | □Yes □No □CDK |
|--|---------------|---------------|---------------|---------------|---------------|
| | □CR | □CR | □CR | □CR | □CR |
| Expected to be of long duration? | □Yes □No |
| If, Yes expected to substantially impairs ability to live independently? | □Yes □No □CDK |
| | □CR | □CR | □CR | □CR | □CR |
| Notes on Disability: | | | | | |

| Drug Abuse (HUD) | □Yes □No □CDK |
|--|---------------|---------------|---------------|---------------|---------------|
| | □CR | □CR | □CR | □CR | □CR |
| Expected to be of long duration? | □Yes □No |
| If, Yes expected to substantially impairs ability to live independently? | □Yes □No □CDK |
| | □CR | □CR | □CR | □CR | □CR |
| Notes on Disability: | | | | | |

| | (1) | (2) | (3) | (4) | (5) |
|--|----------------------|----------------------|----------------------|----------------------|----------------------|
| Both Alcohol and Drug Abuse (HUD) | | □Yes □No □CDK □CR | □Yes □No □CDK □CR | □Yes □No □CDK □CR | □Yes □No □CDK □CR |
| Expected to be of long duration? | □Yes □No |
| If, Yes expected to substantially impairs ability to live independently? | □Yes □No □CDK □CR |
| Notes on Disability: | | | | | |

| Developmental (HUD) | □Yes □No □CDK |
|--|---------------|---------------|---------------|---------------|---------------|
| | □CR | □CR | □CR | □CR | □CR |
| Expected to be of long duration? | □Yes □No |
| If, Yes expected to substantially impairs ability to live independently? | □Yes □No □CDK |
| | □CR | □CR | □CR | □CR | □CR |
| Notes on Disability: | | | | | |

| HIV/AIDS (HUD) | □Yes □No □CDK |
|--|---------------|---------------|---------------|---------------|---------------|
| | □CR | □CR | □CR | □CR | □CR |
| Expected to be of long duration? | □Yes □No |
| If, Yes expected to substantially impairs ability to live independently? | □Yes □No □CDK |
| | □CR | □CR | □CR | □CR | □CR |
| Notes on Disability: | | | | | |

| Mental Health Problem (HUD) | □Yes □No □CDK |
|--|---------------|---------------|---------------|---------------|---------------|
| | □CR | □CR | □CR | □CR | □CR |
| Expected to be of long duration? | □Yes □No |
| If, Yes expected to substantially impairs ability to live independently? | □Yes □No □CDK |
| | □CR | □CR | □CR | □CR | □CR |
| Notes on Disability: | | | | | |

| Physical (HUD) | □Yes □No □CDK |
|--|---------------|---------------|---------------|---------------|---------------|
| | □CR | □CR | □CR | □CR | □CR |
| Expected to be of long duration? | □Yes □No |
| If, Yes expected to substantially impairs ability to live independently? | □Yes □No □CDK |
| | □CR | □CR | □CR | □CR | □CR |
| Notes on Disability: | | | | | |

| Chronic Health Condition (HUD) | □Yes □No □CDK |
|--|---------------|---------------|---------------|---------------|---------------|
| | □CR | □CR | □CR | □CR | □CR |
| Expected to be of long duration? | □Yes □No |
| If, Yes expected to substantially impairs ability to live independently? | □Yes □No □CDK |
| | □CR | □CR | □CR | □CR | □CR |
| Notes on Disability: | | | | | |

| | (1) | (2) | (3) | (4) | (5) |
|--|--------------------|----------|-----|-----|-----|
| Prior living situation to Project Start D | Date: (HoH & Adult | ts only) | | | |
| Emergency shelter, including hotel or motel paid for with emegency shelter voucher (HUD) | | | | | |
| Place not meant for habitation (HUD) | | | | | |
| Foster care home or foster care group home (HUD) | | | | | |
| Hospital or other residiential non- psychiatric medical facility (HUD) | | | | | |
| Jail, prison or juvenile dention facility (HUD) | | | | | |
| Long-term care facility or nursing home (HUD) | | | | | |
| Psychiatric hospital or other psychiatric facility (HUD) | | | | | |
| Substance abuse treatment facility or detox center (HUD) | | | | | |
| Hotel or motel paid for without emergency shelter voucher (HUD) | | | | | |
| Owned by client, no ongoing housing subsidy (HUD) | | | | | |
| Owned by client, with ongoing housing subsidy (HUD) | | | | | |
| Permanent housing (other than RRH) for formerly homeless persons (HUD) | | | | | |
| Rental by client, no ongoing housing subsidy (HUD) | | | | | |
| Rental by client, with VASH subsidy (HUD) | | | | | |
| Rental by client, with GPD TIP subsidy (HUD) | | | | | |
| Rental by client, with other housing subsidy (including RRH) (HUD) | | | | | |
| Residential project or halfway house with no homeless criteria (HUD) | | | | | |
| Staying or living in a family member's room, apartment or house (HUD) | | | | | |
| Staying or living in a friend's room, apartment or house (HUD) | | | | | |
| Transitional housing for homeless persons (including homeless youth) (HUD) | | | | | |
| Other (Describe) | | | | | |
| Client doesn't know Client refused | | | | | |

| [| (1) | (2) | (3) | (4) | (5) | | | |
|---|-----|-----|-----|-----|-----|--|--|--|
| Length of Stay in Previous Place: (HoH & Adults only) | | | | | | | | |
| One night or less | | | | | | | | |
| Two nights to six nights | | | | | | | | |
| 1 week or more, but less than 1 month | | | | | | | | |
| 1 month or more, but less than 90 days | | | | | | | | |
| 90 days or more, but less than 1 year | | | | | | | | |
| One year or longer | | | | | | | | |
| Client doesn't know | | | | | | | | |

LENGTH OF TIME ON STREET OR IN AN EMERGENCY SHELTER (ES)

If client entering from ES or place not meant for habitation or stayed fewer than 7 days in previous residence, approximate date homelessness started

| Date: | // | // | // | // | / |
|-------|----|----|----|----|---|
| | | | | | |

If client entering from ES or place not meant for habitation or stayed fewer than 7 days in previous residence - regardless of where they stayed last night - number of times the client has been in ES or place not meant for habitation in the past three years: (HoH & Adults only)

| Never in 3 years | | | |
|---------------------|--|--|--|
| One time | | | |
| Two times | | | |
| Four or more times | | | |
| Client doesn't know | | | |
| Client refused | | | |

If client entering from ES or place not meant for habitation or stayed fewer than 7 days in previous residence, total number of months homeless in ES or place not meant for habitation in the past three years *(HoH & Adults only)*

| 1 month (this time is the first month) | | | |
|--|------|------|--|
| 2-12 months (please specify #) | | | |
| More than 12 months | | | |
| Client doesn't know | | | |
| Client refused | | | |

Education Level - Last Grade Completed (All Adults and Heads of Household) :

| Less than Grade 5 | | | |
|------------------------------|--|--|--|
| Grade 5 - 6 | | | |
| Grade 7 - 8 | | | |
| Grade 9 - 11 | | | |
| Grade 12/High School Diploma | | | |
| GED | | | |
| Some College | | | |
| Associate's Degree | | | |
| Bachelor's Degree | | | |
| Graduate Degree | | | |
| Vocational Certification | | | |
| Client doesn't know | | | |
| Client refused | | | |

| r | (4) | (2) | (2) | (4) | | | | | |
|---------------------------------------|---------------------|--------------|-----|-------|-----|--|--|--|--|
| l | (1) | (2) | (3) | (4) | (5) | | | | |
| Domestic Violence Victim/Survivor | | | | | | | | | |
| Yes | | | | | | | | | |
| No | | | | | | | | | |
| Client doesn't know | | | | | | | | | |
| Client refused | | | | | | | | | |
| If yes, domestic violence victim/surv | ivor, when experien | ce occurred: | | | | | | | |
| Within the past 3 months | | | | | | | | | |
| 3 to 6 months ago | | | | | | | | | |
| 6 months to 1 year ago | | | | | | | | | |
| One year ago or more | | | | | | | | | |
| Client doesn't know | | | | | | | | | |
| Client refused | | | | | | | | | |
| If yes for domestic violence, are you | currently fleeing? | | | | - | | | | |
| Yes | | | | | | | | | |
| No | | | | | | | | | |
| Client doesn't know | | | | | | | | | |
| Client refused | | | | | | | | | |
| Income from any source?: (HoH 8 | & Adults only) | | | | | | | | |
| Yes | | | | | | | | | |
| No | | | | | | | | | |
| Client doesn't know | | | | | | | | | |
| Client refused | | | | | | | | | |

Source of Income: (HoH & Adults only)

| Alimony or Other Spousal Support | □Yes □No |
|--|----------|----------|----------|----------|----------|
| (HUD) | \$ | \$ | \$ | \$ | \$ |
| Child Support (HUD) | □Yes □No |
| | \$ | \$ | \$ | \$ | \$ |
| Earned Income (HUD) | □Yes □No |
| | \$ | \$ | \$ | \$ | \$ |
| General Assistance (HUD) | □Yes □No |
| | \$ | \$ | \$ | \$ | \$ |
| Other (HUD) | □Yes □No |
| | \$ | \$ | \$ | \$ | \$ |
| Pension or retirement income from | □Yes □No |
| another job (HUD) | \$ | \$ | \$ | \$ | \$ |
| Private Disability Insurance (HUD) | □Yes □No |
| | \$ | \$ | \$ | \$ | \$ |
| Self-Employment Wages | □Yes □No |
| | \$ | \$ | \$ | \$ | \$ |
| Retirement Income from Social Security | □Yes □No |
| (HUD) | \$ | \$ | \$ | \$ | \$ |
| SSDI (HUD) | □Yes □No |
| | \$ | \$ | \$ | \$ | \$ |
| SSI (HUD) | □Yes □No |
| | \$ | \$ | \$ | \$ | \$ |

| | (1) | (2) | (3) | (4) | (5) |
|-------------------------------------|----------|----------|----------|----------|----------|
| TANF Temporary Assistance for Needy | | □Yes □No | □Yes □No | □Yes □No | □Yes □No |
| Families (HUD) | | \$ | \$ | \$ | \$ |
| Unemployment Insurance (HUD) | □Yes □No |
| | \$ | \$ | \$ | \$ | \$ |
| VA Non-Service Connected Disability | | □Yes □No | □Yes □No | □Yes □No | □Yes □No |
| Pension (HUD) | | \$ | \$ | \$ | \$ |
| VA Service Connected Disability | | □Yes □No | □Yes □No | □Yes □No | □Yes □No |
| Compensation (HUD) | | \$ | \$ | \$ | \$ |
| Worker's Compensation (HUD) | □Yes □No |
| | \$ | \$ | \$ | \$ | \$ |
| TOTAL MONTHLY INCOME | \$ | \$ | \$ | \$ | \$ |

Non-cash benefit from any source?: (HoH & Adults only)

| Yes | | | |
|---------------------|--|--|--|
| No | | | |
| Client doesn't know | | | |
| Client refused | | | |

Source of Non-Cash Benefit: (HoH & Adults only)

| Supplemental Nutrition Assistance Program (Food Stamps) (HUD) | | □Yes □No | □Yes □No | □Yes □No | □Yes □No |
|--|----------|----------|----------|----------|----------|
| WIC (HUD) | □Yes □No |
| TANF Child Care Services (HUD) | □Yes □No |
| TANF Transportation Services (HUD) | □Yes □No |
| Other TANF-Funded Services (HUD) | □Yes □No |
| Other Source (HUD) | □Yes □No |

Interviewer

Interview Date

Case Manager

Date Data Entry Completed

PROGRAM:

Verbal Consent

Verification from Other Institution

INTERIM REVIEW DATE:

FORMS ARE DUE TO HMIS PROGRAM AIDE WITHIN 2 DAYS OF INTERIM REVIEW DATE (1) (2) (3) (4) (5) **CLIENT SEARCH** Head of HH Other HH Member Other HH Member Other HH Member Other HH Member HMIS Client ID #: NAME(s): **INTERIM REVIEW TYPE:** 🛛 90-Day Review □ 90-Day Review □ 90-Day Review 🛛 90-Day Review □ 90-Day Review □ 6-Month Review G-Month Review G-Month Review G-Month Review □ 6-Month Review 🗆 Annual □ Annual □ Annual Annual □ Annual Assessment Assessment Assessment Assessment Assessment Update □ Update □ Update □ Update □ Update **ROI (Release of Information) TAB Release Granted? HMIS ROI STILL VALID OHCS Release Granted?** □Yes □No □Yes □No □Yes □No □Yes □No □Yes □No Start Date: End Date: Documentation: Signed Statement from Client

| Covered by Health Insurance? | NO CHANGES IN HEALTH INSURANCE FOR ENTIRE FAMILY | | | | | | |
|---|--|---------------|---------------|---------------|---------------|--|--|
| Medicaid | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | | |
| Medicare | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | | |
| State Children's Health Ins. (CHIP) | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | | |
| Veteran's Administration (VA) Medical Services | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | | |
| Employer-Provided Insurance. | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | | |
| Health Insurance through COBRA | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | | |
| Private Pay Health Insurance | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | | |
| State Health Ins. for Adults (OHP) | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | | |
| Indian Health Service Program | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | | |
| Other (Describe) | | | | | | | |

| Disability Type: | NO CHANGES IN DISABILITY FOR ENTIRE FAMILY | | | | | | |
|--------------------------------|--|----------|----------|----------|----------|--|--|
| Alcohol Abuse (HUD) | □Yes □No | □Yes □No | □Yes □No | □Yes □No | □Yes □No | | |
| Drug Abuse (HUD) | □Yes □No | □Yes □No | □Yes □No | □Yes □No | □Yes □No | | |
| Both Alcohol and Drug Abuse | □Yes □No | □Yes □No | □Yes □No | □Yes □No | □Yes □No | | |
| Developmental (HUD) | □Yes □No | □Yes □No | □Yes □No | □Yes □No | □Yes □No | | |
| HIV/AIDS (HUD) | □Yes □No | □Yes □No | □Yes □No | □Yes □No | □Yes □No | | |
| Mental Health Problem (HUD) | □Yes □No | □Yes □No | □Yes □No | □Yes □No | □Yes □No | | |
| Physical (HUD) | □Yes □No | □Yes □No | □Yes □No | □Yes □No | □Yes □No | | |
| Chronic Health Condition (HUD) | □Yes □No | □Yes □No | □Yes □No | □Yes □No | □Yes □No | | |

| | (1) | (2) | (3) | (4) | (5) |
|------------------------------------|---------------|-----------------------|------------------------------|---------------|---------------|
| Source of Income: | | NO CHANGES WIT | <mark>H INCOME STATUS</mark> | AND AMOUNTS | |
| Alimony or Other Spousal Support | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC |
| (HUD) | \$ | \$ | \$ | \$ | \$ |
| Child Support (HUD) | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC |
| | \$ | \$ | \$ | \$ | \$ |
| Earned Income (HUD) | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC |
| | \$ | \$ | \$ | \$ | \$ |
| General Assistance (HUD) | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC |
| | \$ | \$ | \$ | \$ | \$ |
| Other (HUD) | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC |
| | \$ | \$ | \$ | \$ | \$ |
| Pension or retirement income | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC |
| from another job (HUD) | \$ | \$ | \$ | \$ | \$ |
| Private Disability Insurance (HUD) | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC |
| | \$ | \$ | \$ | \$ | \$ |
| Retirement Income from Social | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC |
| Security (HUD) | \$ | \$ | \$ | \$ | \$ |
| Self Employment Wages | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC |
| | \$ | \$ | \$ | \$ | \$ |
| SSDI (HUD) | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC |
| | \$ | \$ | \$ | \$ | \$ |
| SSI (HUD) | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC |
| | \$ | \$ | \$ | \$ | \$ |
| TANF Temporary Assistance for | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC |
| Needy Families (HUD) | \$ | \$ | \$ | \$ | \$ |
| Unemployment Insurance (HUD) | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC |
| | \$ | \$ | \$ | \$ | \$ |
| VA Non-Service Connected | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC |
| Disability Pension (HUD) | \$ | \$ | \$ | \$ | \$ |
| VA Service Connected Disability | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC |
| Compensation (HUD) | \$ | \$ | \$ | \$ | \$ |
| Worker's Compensation (HUD) | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC |
| | \$ | \$ | \$ | \$ | \$ |
| TOTAL MONTHLY INCOME | \$ | \$ | \$ | \$ | \$ |

| Non-cash benefit | NO CHANGES WITH NON-CASH BENEFITS | | | | | | |
|--|-----------------------------------|---------------|---------------|---------------|---------------|--|--|
| Supplemental Nutrition Assistance | | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | | |
| Program (Food Stamps) (HUD) WIC (HUD) | | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | | |
| TANF Child Care Services (HUD) | | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | | |
| TANF Transportation Services | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | | |
| Other TANF-Funded Services (HUD) | | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | | |
| Other Source (HUD) | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | □Yes □No □DNC | | |
| | | | | | | | |
| DV Victim/Survivor NO CHANGES WITH DV STATUS | | | | | | | |
| Within the past 3 months | | | | | | | |

| DV Victim/Survivor | NO CHANGES WITH DV STATUS | | | | | | |
|--------------------------|---------------------------|----------|----------|----------|----------|--|--|
| Within the past 3 months | | | | | | | |
| 3 to 6 months ago | | | | | | | |
| Currently fleeing? | □Yes □No | □Yes □No | □Yes □No | □Yes □No | □Yes □No | | |

Case Manager

Interview Date

Date Data Entry Completed

| 1 | | HMIS DATA F | ORM | | |
|--|-------------------|------------------------|------------------------|------------------------|------------------------|
| PROGRAM | | | | PROJECT EXIT DATE: | |
| | | FORMS ARE DUE TO H | IMIS PROGRAM AIDI | WITHIN 2 DAYS OF | PROJECT EXIT DATE |
| | (1) Head of HH | (2) Other HH Member | (3) Other HH Member | (4) Other HH Member | (5) Other HH Member |
| HMIS Client ID #: | | | | | |
| NAME(s): | | | | | |
| I | | INCLUDE ALL HO | USEHOLD MEME | ERS IN EXIT | |
| Reason for Leaving: | | | | | |
| Completed Program | | • | • | • | |
| Criminal activity / violence | | | | | |
| Death | | | | | |
| Disagreement with rules/persons | | | | | |
| Left for housing opp. Before | | | | | |
| completing program Needs could not be met | | | | | |
| Non-compliance with program | | | | | |
| Non-payment of rent | | | | | |
| Other | | | | | |
| Reached maximum time allowed | | | | | |
| If Other, Specify: | | | l | I | |

Destination: (All Clients)

| Deceased (HUD) | | | |
|---|---|--|--|
| Emergency shelter, including hotel or motel paid for with emergency shelter voucher (HUD) | | | |
| Foster care home or foster care group home (HUD) | | | |
| Hospital (non-psychiatric) (HUD) | | | |
| Hotel or motel paid for without | | | |
| emergency shelter voucher (HUD) | | | |
| Jail, prison or juvenile dention | | | |
| Long-term care facility/nursing home | | | |
| Owned by client, no ongoing housing subsidy (HUD) | | | |
| Owned by client, with ongoing housing subsidy (HUD) | | | |
| Permanent housing (other than RRH) for formerly homeless | | | |
| Place not meant for habitation | | | |
| Psychiatric hospital or other psychiatric facility (HUD) | | | |
| Rental by client, no ongoing housing subsidy (HUD) | | | |
| Rental by client, with VASH subsidy | | | |
| Rental by client, GPD TIP subsidy | | | |
| | 4 | | |

| | ŀ | IMIS DATA F | ORM | | |
|---|-----|-------------|-----|-----|-----|
| | (1) | (2) | (3) | (4) | (5) |
| Rental by client, with other housing subsidy (including RRH) (HUD) | | | | | |
| | | | | | |
| Residential project or halfway house with no homeless criteria | | | | | |
| | | | | | |
| Staying or living with family, temporary tenure, e.g., room, aprtment or house) (HUD) | | | | | |
| | | | | | |
| Staying or living with friends, temporary tenure, e.g., room, apartment or house) (HUD) | | | | | |
| | | | | | |
| Transitional housing for homeless persons (including homeless youth) | | | | | |
| | | | l | | |
| No exit interview completed (HUD) | | | | | |
| Client refused (HUD) | | | | | |
| If Other, Specify: | | | | | |

| Covered by Health Insurance? (ALL CLIENTS) | NO CHANGES IN F | IEALTH INSURANC | E FOR ENTIRE FAM | ILY |
|---|-----------------|-----------------|------------------|-----|
| Yes | | | | |
| No | | | | |
| Client doesn't know | | | | |
| Client refused | | | | |

If 'Yes', Source of Health Insurance

| Medicaid | Yes | No | DNC |
|---|-----|----|-----|-----|----|-----|-----|----|-----|-----|----|-----|-----|----|-----|
| Medicare | Yes | No | DNC |
| State Children's Health Ins. (CHIP) | Yes | No | DNC |
| Veteran's Administration (VA) Medical Services | Yes | No | DNC |
| Employer-Provided Health Insuran. | Yes | No | DNC |
| Health Insurance through COBRA | Yes | No | DNC |
| Private Pay Health Insurance | Yes | No | DNC |
| State Health Ins. for Adults (OHP) | Yes | No | DNC |
| Indian Health Service Program | | | | | | | | | | | | - | | | |
| Other (Describe) | | | | | | | | | | | | | | | |

| - | | IMIS DATA F | | | |
|---|------------------|------------------|------------------|------------------|------------------|
| | (1) | (2) | (3) | (4) | (5) |
| Does the Client have a Disabling Cond | | | | | |
| | | NO CHANGES IN D | ISABLING FOR EN | | |
| Yes | | | | | |
| No Client doesn't know | | | | | |
| Client refused | | | | | |
| client relased | | | | | |
| Disability Type: (Required for all house | ehold members) | | | | |
| Alcohol Abuse (HUD) | Yes No |
| Drug Abuse (HUD) | Yes No |
| Both Alcohol and Drug Abuse | Yes No |
| Developmental (HUD) HIV/AIDS (HUD) | Yes No |
| Mental Health Problem (HUD) | Yes No Yes No |
| Physical (HUD) | Yes No | Yes No | Yes No Yes No | Yes No | Yes No |
| Chronic Health Condition (HUD) | Yes No |
| · · · Ľ | | | | | |
| Income from any source?: (Hol | I & Adults only) | | | | |
| Yes | | | | | |
| No Client de cerdt hreev | | | | | |
| Client doesn't know Client refused | | | | | |
| L | | | | | |
| Source of Income: (HoH & Adul | | | | | |
| Alimony or Other Spousal Support (HUD) | Yes No DNC \$ | Yes No DNC \$ | Yes No DNC \$ | Yes No DNC \$ | Yes No DNO \$ |
| | Yes No DNC | Yes No DNC | Yes No DNC | Yes No DNC | Yes No DNO |
| Child Support (HUD) | \$ <u> </u> | \$ | \$ | \$ | \$ |
| Earned Income (HUD) | | | | | |
| a | Yes No DNC |
| General Assistance (HUD) | \$ | \$ | \$ | \$ | \$ |
| Other (HUD) | Yes No DNC | Yes No DNC | Yes No DNC | Yes No DNC | Yes No DNO |
| Pension or retirement income from | \$ | \$ | \$ | \$ | \$ |
| another job (HUD) | | | | | |
| Private Disability Insurance (HUD) | Yes No DNC | Yes No DNC | Yes No DNC | Yes No DNC | Yes No DNO |
| | \$ | \$ | \$ | \$ | \$ |
| Retirement Income from Social Security (HUD) | | | | | |
| Self Employment Wages | Yes No DNC | Yes No DNC | Yes No DNC | Yes No DNC | Yes No DNO |
| Self Employment Wages | \$ | \$ | \$ | \$ | \$ |
| SSDI (HUD) | | | | | |
| | Yes No DNC | Yes No DNC | Yes No DNC | Yes No DNC | Yes No DNG |
| SSI (HUD) | \$ | Ś | s ino dire | Ś | \$ |
| TANF Temporary Assistance for | | • ' • | | | |
| Needy Families (HUD) | | , | | | |
| Unemployment Insurance (HUD) | Yes No DNC \$ | Yes No DNC \$ | Yes No DNC \$ | Yes No DNC \$ | Yes No DNO \$ |
| VA Non-Service Connected Disability | ې Yes No DNC | ې Yes No DNC | ې Yes No DNC | ې Yes No DNC | ې Yes No DN |
| Pension (HUD) | \$ <u> </u> | \$ | \$ | \$ | \$ |
| VA Service Connected Disability | Yes No DNC | Yes No DNC | Yes No DNC | Yes No DNC | Yes No DNO |
| Compensation (HUD) | \$ | \$ | \$ | \$ | \$ |
| Worker's Compensation (HUD) | | | | | |
| 1 | | | | | |
| TOTAL MONTHLY INCOME | \$ | \$ | \$ | \$ | \$ |

Notes:

| | | | H | IMIS | DA. | TA F | ORM | | | | | | | | |
|--|---------|-------|-------|------|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| | | (1) | | | (2) | | | (3) | | | (4) | | | (5) | |
| Non-cash benefit from any source?: (| HoH & A | dults | only) | | | | | | | | | | | | |
| Yes | | | | | | | | | | | | | | | |
| No | | | | | | | | | | | | | | | |
| Client doesn't know | | | | | | | | | | | | | | | |
| Client refused | | | | | | | | | | | | | | | |
| Source of Non-Cash Benefit: (HoH & A Supplemental Nutrition Assistance Program (Food Stamps) (HUD) | Yes | No | DNC | Yes | No | DNC | Yes | No | DNC | Yes | No | DNC | Yes | No | DNC |
| WIC (HUD) | Yes | No | DNC | Yes | No | DNC | Yes | No | DNC | Yes | No | DNC | Yes | No | DNC |
| TANF Child Care Services (HUD) | Yes | No | DNC | Yes | No | DNC | Yes | No | DNC | Yes | No | DNC | Yes | No | DNC |
| TANF Transportation Services | Yes | No | DNC | Yes | No | DNC | Yes | No | DNC | Yes | No | DNC | Yes | No | DNC |
| Other TANF-Funded Services (HUD) | Yes | No | DNC | Yes | No | DNC | Yes | No | DNC | Yes | No | DNC | Yes | No | DNC |
| Other Source (HUD) | Yes | No | DNC | Yes | No | DNC | Yes | No | DNC | Yes | No | DNC | Yes | No | DNC |
| | | | | | | | | | | | | | | | |

Case Manager

Interview Date

Date Data Entry Completed

Initials

SERVICE TRANSACTIONS TAB

| | ALL HH | EHA | LIRHF | HUD | OTHER: |
|--|---------|-----|-----------------|-----|--------|
| | MEMBERS | | \$ Amt Required | | |
| Service List (Check all that Apply) | | | | | |
| AIDS/HIV CONTROL | | | | | |
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| CASE/CARE MANAGEMENT | | | | | |
| CHILD CARE PROVIDERS | | | | | |
| COVID-19 | | | | | |
| EDUCATION | | | | | |
| EMPLOYMENT | | | | | |
| FOOD | | | | | |
| HEALTH CARE | | | | | |
| HOUSING COUNSELING (landlord/tenant counseling) | | | | | |
| HOUSING/SHELTER | | | | | |
| LANDLORD/TENANT ASSISTANCE | | | | | |
| LEGAL SERVICES | | | | | |
| LIFE SKILLS EDUCATION | | | | | |
| MATERIAL GOODS | | | | | |
| MENTAL HEALTH & SUBSTANCE ABUSE | | | | | |
| MOVING EXPENSE ASSISTANCE | | | | | |
| OUTREACH PROGRAMS | | | | | |
| RENT PAYMENT ASSISTANCE | | | | | |
| RENTAL DEPOSIT ASSISTANCE | | | | | |
| SUBSTANCE ABUSE | | | | | |
| TRANSPORTATION | | | | | |
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UTILITY DEPOSIT ASSISTANCE/UTILITY ASSISTANCE



August 19, 2021

Housing Authority Board of Commissioners Clackamas County

Members of the Board:

Approval to execute Amendment #1 to the contract between Housing Authority of Clackamas County and Kantor Taylor, PC for legal services for the financing of low income housing tax credit (LIHTC) and real estate transactions.

| i | |
|-------------------|--|
| Purpose/Outcomes | Approval to execute Amendment #1 to the contract between the Housing |
| - | Authority of Clackamas County and Kantor Taylor, PC for legal services for |
| | the financing of low income housing tax credit (LIHTC) and real estate |
| | |
| | transactions. |
| Dollar Amount and | Total contract value increasing by \$150,000 and term extended to April 2025 |
| Fiscal Impact | |
| Funding Source | These are LIHTC project expenses that are paid for from individual project |
| | development budgets. No general funds are used. |
| Duration | July 2021 - April 30, 2025 |
| Previous Board | N/A |
| Action | |
| Strategic Plan | 1. Ensure safe, healthy and secure communities |
| Alignment | 2. Build public trust through good government |
| Counsel Review | A.N. May 13, 2021, August 3, 2021 |
| Contact Person | Jill Smith, HACC Executive Director (503) 502-9278 |
| Contract No. | N/A |

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of Health, Housing and Human Services Department is requesting approval to execute Amendment #1 to the contract between the Housing Authority of Clackamas County and Kantor Taylor, PC for legal services for the financing of low income housing tax credit (LIHTC) and real estate transactions.

Kantor Taylor was procured in May of 2019 to provide legal services for real estate transactions, entity formation, and assisting in the review and analysis of investor and lender proposals and matters reasonably related to the same including but not limited to, transaction structuring, drafting of real estate acquisition documents, review and negotiation of debt and equity financing documents, construction contracts, leases, management agreements, condominium documents, easements and shared use agreements, development services agreements, coordinating title and survey requirements of these investors and lenders, and coordination on the actual closing process.

The original agreement was in the amount of \$150,000 and was approved by Stephen Madkour prior to solicitation. The original agreement has reached the limit of the approved budget authority expended on the financial closings of Hillside Manor and the Webster Road Redevelopment, so HACC is requesting approval of Amendment #1 in order to continue to work through the repositioning of our Public Housing portfolio, specifically the Hillside Park redevelopment. Amendment #1 will both increase the amount of the contract by \$150,000 and extend the term of the contract from April 2022 to April 2025.

RECOMMENDATION:

Staff recommends that the Board approve the Contract Amendment between Kantor Taylor, PC and HACC and authorize Chair Smith to sign the amendment on behalf of the Clackamas County Housing Authority Board.

Respectfully submitted,

Mary A. Runbruf

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

Housing Authority of Clackamas County Agreement for Legal Services for Financing of Low Income Housing Tax Credit (LIHTC) and Real Estate Transactions

This Agreement for Legal Services ("Agreement") is entered into between the Housing Authority of Clackamas County, a public corporation organized under ORS Chapter 456 ("HACC") and <u>Kantor</u> Taylor. PC ("Firm") in consideration of the mutual covenants and conditions stated below.

1.0 Purpose, Scope, Duration

1.1 HACC hires Firm to act as an attorney for HACC with respect to low income housing tax credits (LIHTC) real estate transactions, entity formation, and assisting in the review and analysis of investor and lender proposals and matters reasonably related to the same including but not limited to, transaction structuring, drafting of real estate acquisition documents, review and negotiation of debt and equity financing documents, construction contracts, leases, management agreements, condominium documents, easements and shared use agreements, development services agreements, coordinating title and survey requirements of these investors and lenders, and coordination on the actual closing process. HACC expressly engages Firm on a "time and material" basis, not on a retainer basis.

1.2 Firm shall not begin to perform legal services with respect to any matter without consultation with, and written authorization from, HACC to provide the requested legal services. Nothing herein shall be construed as a promise, commitment, or other obligation that HACC will request legal services. Firm expressly assumes the risk that HACC may not request any legal services from Firm during the term of this Agreement.

1.3 This Agreement shall be effective upon the date of last signature, and expire on April 30, 2022.

1.4 It is understood that HACC, and not Firm, shall handle all communications with the public or media on County matters.

1.5 The HACC Contract Representative for this Agreement is <u>Angel Sully</u>, Housing Developer. The County Counsel Liaison is <u>Andrew Naylor</u>, Assistant County Counsel.

2.0 Relationship between Firm and HACC

2.1 The relationship of Firm to HACC arising out of this Agreement shall be that of attorney and client. Firm shall assist the HACC in the provision of legal services, including consultation with the officers of County as necessary and upon written request by HACC.

2.2 HACC staff shall assist Firm in locating, developing and providing any documentation necessary to support the legal services provided by Firm.

3.0 Personnel and Staffing

3.1 Firm agrees that <u>Mark Kantor</u>, a partner of Firm, shall have primary supervisory responsibility for the legal services performed hereunder, shall have discretion to use additional professionals of Firm to provide needed support, shall be available and designated as the contact person with HACC or designee during the term of this Agreement, and shall arrange for work to be handled efficiently and productively considering cost and expertise.

3.2 Where additional staff is needed to substitute or fill in due to Firm's staffing problems, HACC will not be billed for the start-up cost of educating them in the case. Firm will minimize costs by relying on junior attorneys or legal assistants for less demanding tasks, and upon partners where their skill and experience will result in more effective, economical efforts.

3.3 Where staff from outside the Firm is needed in the best judgment of the supervisory partner, prior approval of HACC or designee must be obtained before such additional staff is retained. HACC will not be responsible for the fees and costs of such additional staff if prior approval has not been given.

4.0 Billing and Compensation

4.1 Unless a different fee structure is otherwise mutually agreed to by the parties, in writing, for specific work or projects, the Firm shall submit for HACC's approval bills for legal services rendered and expenses incurred. Such bills shall contain a time log with the name of each partner, associate, or legal assistant who worked on the matter, the hourly rate of each, the number of hours worked by each, a reference to the matter worked on, a brief description of the work done, and any expenses, all in sufficient detail to provide meaningful explanation. In addition, such bills shall be clearly marked "attorney-client communication, privileged and confidential," and shall include a summary cover sheet listing only the monthly amount to be paid for legal services rendered.

Bills shall be submitted to the HACC by mail or email to: <u>haccap@clackamas.us</u> and copy <u>asully@clackamas.us</u> or US Mail to: PO Box 1510, Oregon City OR 97045.

4.2 Subject to audits, HACC shall pay Firm as compensation for the legal services described above, fees and disbursements for out-of-pocket expenses as described in this Agreement. This amount shall be paid at the hourly billing rates set forth in Attachment A, which is incorporated into this Agreement. The hourly rates listed in Attachment A will remain in effect until at least April 30, 2022. These rates may be adjusted by Firm thereafter with 120 days advance written notice to the HACC Representative.

4.3 Firm shall be reimbursed for all out-of-pocket expenses reasonably incurred while rendering the legal services described in this Agreement, including long distance telephone, delivery, photocopying, filing fees, and charges for transcripts. Charges for transportation, meals, and lodging are expected to be reasonable and may not exceed the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at <u>https://www.clackamas.us/bids/terms.html</u>. Firm shall not incur travel expenses without first obtaining the approval of the HACC Representative or designee. No overtime or special staff or clerical services costs shall be billed to HACC unless it is otherwise agreed prior to the rendering of those services.

4.4 Unless approved by HACC Representative or designee in advance, time spent by more than one Firm attorney to attend meetings, witness interviews, depositions, hearings, etc. will not be paid by HACC. HACC specifically requests Firm to minimize occasions where more than one attorney is involved in a telephone conference.

4.5 Unless otherwise agreed to by the parties and evidenced in writing in an amended or new contract, in no event shall the amount payable by HACC to Firm under this Agreement exceed one hundred fifty thousand dollars (\$150,000.00). Firm shall not submit bills for, and the HACC will not pay, any amount in excess of the maximum compensation amount set forth above, regardless of whether the legal services have already been performed.

5.0 Termination

This Agreement may be terminated for the following reasons: 1) This Agreement may be terminated at any time by mutual consent of the parties, or by HACC for convenience upon thirty (30) days' written notice to the Firm; 2) HACC may terminate this Agreement effective upon delivery of notice to Firm, or at such later date as may be established by the HACC, if (i) federal or state laws, rules, regulations, or

guidelines are modified, changed, or interpreted in such a way that either the work under this Agreement is prohibited or HACC is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Firm to provide the services required by this Agreement is for any reason denied, revoked, or not renewed; 3) This Agreement may also be immediately terminated by HACC for default (including breach of contract) if (i) Firm fails to provide services or materials called for by this Agreement within the time specified herein or any extension thereof; or (ii) Firm fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of notice from HACC, fails to correct such failure within ten (10) business days; 4) If sufficient funds are not provided in future approved budgets of HACC (or from applicable federal, state, or other sources) to permit HACC in the exercise of its reasonable administrative discretion to continue this Agreement, or if the program for which this Agreement was executed is abolished, HACC may terminate this Agreement without further liability by giving Firm not less than thirty (30) days' notice.

6.0 Attorney-Client Privilege

The parties will use their best efforts to protect the attorney-client privilege, the attorney work product privilege and any other privileges available to the full extent allowed by law.

7.0 Governing Law and Venue

This Agreement shall be governed by and construed under the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between HACC and the Firm that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Firm, by execution of this Agreement, hereby consents to personal jurisdiction of said courts.

8.0 Non Waiver

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

9.0 Entire Agreement; Modification

This Agreement and its attachments constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment hereof must be in a writing signed by both parties.

10.0 Assignment

This Agreement may not be assigned by either party.

11.0 Notice

Any notice to either party hereunder must be in writing signed by the party giving it and delivered postage prepaid by U.S. Postal Service or Canada Post first class, certified, or express mail, or other overnight delivery service, or hand delivered, as follows:

To HACC: Angel Sully PO Box 1510, Oregon City OR 97045

(Rev 12/2016)

To Firm: Kantor Taylor PC 1200 Fifth Avenue, Ste 1910 Seattle WA 98101

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

12.0 Indemnity and Responsibility for Damages

Firm shall be responsible for all damage to property, injury to persons, loss, and expense which may be caused by, or result from any negligent or willful act or omission of Firm, its subcontractors or employees acting under this Contract, except to the extent caused by the negligence or willful act or omission of any other person. Firm shall save, defend, indemnify, and hold harmless the County and its elected officials, directors, employees, and agents from all liability, loss, expense, claims, suits and actions of any nature resulting from or arising out of any negligent or willful act or omission of Firm, its subcontractors, officers, agents, or employees acting under this Contract, except to the extent caused by the negligence or willful act or omission of any other person.

The foregoing obligations of Firm are conditioned upon and limited to the extent that the HACC provides Firm with prompt written notice of any such claim, suit, action or proceeding and reasonable assistance, at Firm's expense, in the defense thereof. Firm shall have control of the defense and settlement thereof, but neither Firm nor any attorney engaged by Firm shall defend the claim in the name of the HACC, without the prior written consent of the County Counsel. The HACC may, at its election and expense, assume its own defense and settlement in the event that the HACC determines that Firm is prohibited from defending HACC, is not adequately defending its interests, or that an important governmental principle is at issue and HACC desires to assume its own defense.

13.0 Insurance

Firm shall provide insurance as indicated on Attachment B, attached and hereby incorporated by reference. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Agreement for a duration of 24 months.

14.0 Tax Compliance

Firm must, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Agreement. Further, any violation of Firm's warranty in this Agreement that Firm has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Agreement. Any violation shall entitle HACC to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to: (A) Termination of this Agreement, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Firm, in an amount equal to HACC's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. HACC shall be entitled to recover any and all damages suffered as the result of Firm's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent. and HACC may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

(Rev 12/2016)

The Firm represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Agreement, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Firm, to Firm's property, operations, receipts, or income, or to Firm's performance of or compensation for any work performed by Firm; (C) Any tax provisions imposed by a political subdivision of this state that applied to Firm, or to goods, services, or property, whether tangible or intangible, provided by Firm; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

15.0 Counterparts/Facsimile Signatures

This Agreement may be executed in counterparts and each counterpart shall be deemed an original, together constituting one agreement.

16.0 Public Procurement Provisions

The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, to the extent applicable, are incorporated herein by this reference.

17.0 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.

18.0 No Third Party Beneficiaries. HACC and Firm are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

19.0 Time is of the Essence. Firm agrees that time is of the essence in the performance this Contract.

20.0 Force Majeure. Neither HACC nor Firm shall be held responsible for delay or default caused by events outside the HACC or Firm's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, HACC's or Firm's reasonable control. Firm shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

21.0 Waiver. The failure of HACC to enforce any provision of this Contract shall not constitute a waiver by HACC of that or any other provision.

22.0 MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. FIRM, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND FIRM AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

(Rev 12/2016)

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement by and through their duly authorized representatives as set forth below.

KANTOR TAYLOR PC

Authorized Signature

Date

Mank Kawton Shaneholden Name / Title (Printed)

1535064-99

Oregon Business Registry #

Professional Conponation Washington Entity Type / State of Formation

HOUSING AUTHORITY OF CLACKAMAS

SAMM.

By: Stephen L. Madkour Clackamas County Counsel

Date

(Rev 12/2016)

Page 6

ATTACHMENT A

FEE SCHEDULE

Kantor Taylor's hourly rates are as follows:

HOURLY RATES

| Partner: | \$475 | |
|-----------------|--|-----|
| Associate: | \$300 | |
| Paralegal: | \$210 | |
| Legal Assistant | \$110 | |
| Non-Technical | (e.g., Clerical, all other employees): | \$0 |

REIMBURSABLE EXPENSES:

| Photocopying: | \$ <u>0.00</u> | / сору |
|-------------------|-------------------------------|---------------------|
| Legal Research: | At standard search service ra | ates without markup |
| Telephone: | \$0.00 | |
| Faxes: | \$ <u>0.00</u> | / page |
| Postage: | \$ <u>0.00</u> | |
| Courier Delivery: | At cost without markup | |
| Travel: | At cost without markup | |
| Word Processing: | Hourly Rate of employee as | stated above |

Depending on the nature of the particular project in which we are involved, we often generally use fixed fees as opposed to providing services on an hourly rate. Clients often prefer such an arrangement as it assists in project budgeting as well as providing an opportunity for clients to more readily seek our advice without the concern of increased legal fees. The particular fee depends upon the nature of the project. To the extent HACC would like for Kantor Taylor to provide a fixed fee on a particular project, we would discuss with HACC the scope of work to be performed to establish a fee that would appropriately compensate Kantor Taylor within the framework of the project budget.

Travel and other expenses

Travel expenses are reimbursable in accordance with the County Contractor Travel Reimbursement Policy, hereby incorporated by reference. Travel and expense reimbursement is not in addition to the not to exceed amount.

ATTACHMENT B INSURANCE

During the term of this Agreement, Firm shall maintain in full force at its own expense, each insurance noted below:

1. Required by County of Firms with one or more workers, as defined by ORS 656.027.

Firm, its subcontractors, if any, and all employers providing work, labor, or materials under this Agreement are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. 🛛 Required by County 📋 Not required by County.

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract.

3. 🛛 Required by County 🗌 Not required by County.

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Agreement.

4. 🛛 Required by County 📋 Not required by County.

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$500,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

- 5. Certificates of Insurance. As evidence of the General Liability and Automobile Liability insurance coverage required by this Agreement, the Firm shall furnish an endorsement from the insurance company naming the HACC and its elected officials, directors, employees and agents as additional insureds with respect to the work of this Agreement. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the HACC. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.
- 6. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Firm or its insurer(s) to HACC at the following address: Procurement Division, 2051 Kaen Road, Oregon City, OR 97045.

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| ROI | DUCER International Northwest LLC | | | CONTA NAME: | СТ | | EAY | | | |
| Ô. | Box 3018 nell, WA 98041 | | | E-MAIL | s, Ext): (425) 4 ss: now.info | 189-4500 @hubinter | iAic, No) | (425) | 485-8489 | |
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| | Kantor Taylor PC | | | INSURE | RC; | | | | | |
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| 2051 Kaen Road Oregon City, OR 97045 | | | | | | | | | | |

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/07/2019

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| | | | | | NAME: PHONE (A/C, No, Ext): (888) 661-3938 [A/C, No): (877) 872-7604 | | | | |
| HUB INTERNATIONAL NORTHWEST LLC PO BOX 3018 BOTHELL, WA 980413018 (888) 661-3938 | | | | | E-MAIL ADDRESS: service.conter@travelers.com | | | | |
| | | | | | INSURER(S) AFFORDING COVERAGE NAIC # | | | | |
| | | | | | INSURER A : TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA | | | | |
| INSURED | | | | | INSURER B : THE TRAVELERS INDEMNITY COMPANY | | | | |
| KANTOR TAYLOR PC 1200 5TH AVE STE 1910 | | | | | INSURER C : THE CHARTER OAK FIRE INSURANCE COMPANY | | | | |
| | | | | | INSURER D : | INSURER D : | | | |
| SEATTLE, WA 98101 | | | | | INSURER E : | | | | |
| | | | | | INSURER F : | | | | |
| CC | | | | E NUMBER: 1381458 | | | | | |
| | HIS IS TO CERTIFY THAT THE POLICIE IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH | | EMEN FAIN, JES, 1 | IT, TERM OR CONDITION THE INSURANCE AFFOR IMITS SHOWN MAY HAVE | I OF ANY CONTRA DED BY THE POL | ICIES DESCRIBED | HEREIN IS SUBJECT TO | ALL THE TERMS, | |
| LTR | | INSD | WVD | POLICY NUMBER | (MM/DD/YYYY) | (MM/DD/YYYY) | LIMI | Name And | |
| C | X COMMERCIAL GENERAL LIABILITY | Х | | 680-8935H427-19 | 03/05/2019 | 03/05/2020 | EACH OCCURRENCE DAMAGE TO RENTED | \$2,000,000 | |
| | CLAIMS-MADE X OCCUR | (-1) | | | | | PREMISES (Ea occurrence) | \$1,000,000 | |
| | X HIRED AUTO | | | | | | MED EXP (Any one person) | \$5,000 | |
| | X NON OWNED AUTO | | | | | | PERSONAL & ADV INJURY | \$2,000,000 | |
| | GEN'L AGGREGATE LIMIT APPLIES PER | | | | | | GENERAL AGGREGATE | \$4,000,000 | |
| | X POLICY JECT LOC | | | | | | PRODUCTS - COMPIOP AGG | \$ | |
| _ | | - | - | | - | | COMBINED SINGLE LIMIT | | |
| | | | | | | | (Ea accident) BODILY INJURY (Per person) | \$ | |
| | ANY AUTO | | | | | | | | |
| | OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) | \$ | |
| | HIRED AUTOS ONLY AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | | | | 1 h | | | | \$ | |
| _ | | | | | | | | | |
| В | X UMBRELLA LIAB X OCCUR | 1.1 | | CUP-7569Y037-19 | 03/05/2019 | 03/05/2020 | EACH OCCURRENCE | \$3,000,000 | |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | \$3,000,000 | |
| - | DED X RETENTION \$ 5,000 | 1.1 | | | | | | \$ | |
| - | WORKERS COMPENSATION | N/A | - | UB-3N470411-19 | 04/15/2019 | 04/15/2020 | X STATUTE | | |
| A | AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE | | | | | | E.L. EACH ACCIDENT | \$1,000,000 | |
| | OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | 0 | 1 | | E.L. DISEASE - EA EMPLOYEE | \$1,000,000 | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | - | | | | | E.L. DISEASE - POLICY LIMIT | \$1,000,000 | |
| С | | | | 680-8935H427-19 | 03/05/2019 | 03/05/2020 | 21 - | \$1,000,000 | |
| AS (C TC TF | SCRIPTION OF OPERATIONS / LOCATIONS / VEHI SESPECTS TO GENERAL LIABILITY, ONTRACTORS), AND CG D2 47, BUT D THE POLICY (OR POLICIES) THAT P HAT ENDORSEMENT. ERTIFICATE HOLDER HOUSING AUTHORITY OF CLACKA PROCUREMENT DIVISION 2051 KAEN ROAD, OREGON CITY, OR 97045 | CER | TIFIC Y AS DES | ATE HOLDER IS ADDIT RESPECTS TO LEGAL EARLIER NOTICE OF C/ | IONAL INSURED - SERVICES, AN EI ANCELLATION, SL CANCELLAT SHOULD ANY THE EXPIRA | ADDITIONAL IN NDORSEMENT H JBJECT TO THE TION OF THE ABOVE TION DATE TH EWITH THE POLIC | SURED HAS BEEN ADDED TERMS OF DESCRIBED POLICIES BE IEREOF, NOTICE WILL | | |
| 1 | | | | | - | | U | | |

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LEGAL SERVICES for FINANCING of LOW INCOME HOUSING TAX CREDIT (LIHTC) and REAL ESTATE TRANSACTIONS

for the HOUSING AUTHORITY OF CLACKAMAS COUNTY P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

CONTRACT AMENDMENT #1

This Contract Amendment #1 is entered into by and between Kantor Taylor, PC ("Firm") and the Housing Authority of Clackamas County ("HACC") and it shall become part of the contract entered into by and between the parties on April 30, 2019, described as ("Contract").

The Purpose of the Amendment #1 is to authorize performance of additional legal services, and to increase the maximum compensation permitted under the Contract by an additional \$150,000.00 for performance of those services. This Amendment #1 will also add three (3) years to the duration of the Contract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed upon that the Contract hereby amended as follows:

- 1. Article 1, The Contract Price, is hereby amended as follows:
 - Section 4.5 under the heading of Billing and Compensation Unless otherwise agreed to by the parties and evidenced in writing in an emanded or new contract, in no event shall the amount payable by HACC to Firm under this Agreement exceed three hundred throusand dollars (\$300,000.00). Firm shall not submit bills for, and the HACC will not pay, any amont in excess of the maximum compensation amount set forth above, regardless of whether the legal services have already been performed. The table below summarizes the amendments to the Contract Price of the Contract.
- 2. Article 2, The Contract Duration, is hereby amended as follows: Section 1.3 under the heading of Purpose, Scope and Duration – This Agreement shall be effective upon the date of last signature, and expire on April 30 2025.

| Original Contract | \$ 150,000.00 |
|--------------------------|---------------|
| Contract Amendment #1 | \$ 150,000.00 |

Total Amended Contract

\$ 300,000.00

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 #1, effective upon the date of the last signature below.

(Signature Page to Follow)

LEGAL SERVICES for FINANCING of LOW INCOME HOUSING TAX CREDIT (LIHTC) and REAL ESTATE TRANSACTIONS

for the HOUSING AUTHORITY OF CLACKAMAS COUNTY P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

| County Counsel | Kantor Taylor, PC | | | | |
|------------------|--|--|--|--|--|
| Ly. | Contractor | | | | |
| Approved to Form | Authorized Representative's Signature / Date | | | | |

Mark Kantor, Principal

Authorized Representative's Name / Title

1535064-99

Federal I.D. Number

1200 Fifth Avenue, Ste 1210 Seattle WA 98101

Housing Authority of Clackamas County Board

08/03/2021

Date

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

Commissioner Tootie Smith, Chair -Signing on behalf of the Housing Authority Board Business Address - street, city, state, zip

Housing Authority of Clackamas County

Owner

Authorized Representative's Signature / Date

Commissioner Tootie Smith, Chair

Authorized Representative's Name / Title

HACC, PO Box 1510, Oregon City, OR 97045

Business Address - street, city, state, zip