

December 9, 2021

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Board Order No. 1960 to write-off Uncollectible Accounts for
the Second Quarter of Fiscal Year 2022.
No General Funds Involved

Purpose/Outcomes	Approval to write off uncollectible rents, late charges and maintenance expenses for the second quarter of fiscal year 2022 by a Board Order.
Dollar Amount and Fiscal Impact	\$2,329.70 in total collection losses
Funding Source	N/A
Duration	October 1, 2021 – December 31, 2021
Previous Board Action/Review	9/16/21 - FY 22 - First quarter collection losses were approved by the Housing Authority Board of Commissioners. 12/7/21 – Item on Issues
Counsel Review	N/A
Strategic Plan Alignment	1. Efficient & effective services 2. Build Public Trust through good government
Contact Person	Toni Karter, Interim Executive Director, Housing Authority 503-650-3139

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval of a board order to write off uncollectible rents, late charges and maintenance expenses for the second quarter of fiscal year 2022 (October 1, 2021 – December 31, 2021) by a Board Order. The uncollectible amounts are detailed on the attached worksheets.

Uncollectible amounts for the second quarter of fiscal year 2022 will be \$2,329.70 for Low Rent Public Housing. Of the total second quarter write offs, \$912.14 was for uncollected rents and \$1,417.56 was for maintenance repairs charged to tenants for repairs required to units before HACC could lease them to a new tenant.

As a business practice, the HACC writes off debts after 90 days of collection efforts. Former residents in Public Housing that have debts that are written off, continue to be tracked and are reported to a Federal Government database that prohibits their participation in any other Public Housing program nationally until such debt is paid.

The total amount proposed for transfer from Accounts Receivable to Collection Loss for the second quarter of fiscal year 2022 will be \$2,329.70.

RECOMMENDATION:

HACC staff recommends the approval of HACC Board Order No.1960 to write off uncollectible rents, late charges and maintenance expenses and to authorize the transfer of these accounts from Accounts Receivable to Collection Loss.

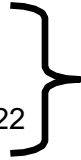
Respectfully submitted,

A handwritten signature in cursive script that reads "Rodney Cook".

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

**BEFORE THE CLACKAMAS COUNTY
HOUSING AUTHORITY BOARD
CLACKAMAS COUNTY, OREGON**

In the Matter of Writing off
Uncollectible Accounts for the
Second Quarter of Fiscal Year 2022



Board Order # 1960
Page 1 of 1

This matter coming regularly before the Housing Authority Board of Clackamas County, and it appearing that; as a best practice, the Housing Authority of Clackamas County writes off debts after 90 days of collection efforts; and

Whereas, there are uncollectible amounts of \$2,329.70 for Low Rent Public Housing in Accounts Receivable for the second quarter of fiscal year 2022; and

Whereas, of the total uncollectible debt, \$912.14 was for uncollected rent payments and \$1,417.56 was for unit maintenance repairs charged to tenants; and

Whereas, former residents in Public Housing that have had debts that are written off continue to be tracked and are reported to a Federal Government database that prohibits their participation in any other Public Housing Program nationally until such debt is paid; and

Whereas, the full amount of uncollectible debt for the Housing Authority in the second quarter of fiscal year 2022 will be \$2,329.70; and

It further appearing that, it is in the best interest of the Housing Authority of Clackamas County to transfer \$2,329.70 in uncollectable debts from Accounts Receivable to Collections Loss for the second quarter of fiscal year 2022.

NOW, THEREFORE, IT IS HEREBY ORDERED that the Housing Authority of Clackamas County to approve the transfer of \$2,329.70 of uncollectable debt from Accounts Receivable to Collections Loss for the second quarter of fiscal year 2022.

DATED this _____ day of _____, 2021

**CLACKAMAS COUNTY
HOUSING AUTHORITY BOARD**

Chair

Recording Secretary

December 9, 2021

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #2 extending to the Intergovernmental Agreement between the Housing Authority of Clackamas County and Social Services for six (6) months and adding \$55,000 for case management to assist Public Housing residents.

Funded with County General Funds through the Affordable Housing and Services Fund

Purpose/Outcomes	Approval of Amendment #2 to the Intergovernmental Agreement between the Housing Authority and Social Services for case management for HACC program participants
Dollar Amount and Fiscal Impact	Amendment #2 will add \$55,000 to the total contract value. Total contract value over 3 years with Amendments will be \$280,000.
Funding Source(s)	Affordable Housing & Services – General Funds
Duration	Extension of contract January 1, 2022 - June 30, 2022. Full contract terms July 1, 2019 – June 30, 2022
Previous Board Action	May 16, 2019 - Board approved IGA (fully executed May 28, 2019) May 20, 2021 - Board approved Amendment #1 December 7, 2021 – Item at Issues
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding is in alignment with the H3S priority that residents experience opportunities for stable, affordable and quality housing by providing stabilizing case management services for HACC program residents. 2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities.
Counsel Review	Andrew Naylor, November 22, 2021
Contact Person	Toni Karter, HACC Interim Executive Director (503) 351-2496
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 extend the Intergovernmental Agreement with Social Services, a Division of H3S, to ensure the continuation of case management for families participating in HACC programs.

Amendment #2 to the IGA contract No.9247, extends the term of the agreement by six (6) months, from January 1, 2022 through June 30, 2022 and increases the total contract value by \$55,000. The continuation of this contract to the end of the fiscal year will bring it into alignment with other Affordable Housing and Services Contracts in preparation for a new procurement for these funds for next fiscal year.

This contract funds a full-time case manager for residents of HACC programs. HACC program clients are selected from the wait list. Many are homeless and/or have high barriers and therefore are in need of intensive case management to be successfully housed. The Case Manager works in collaboration with the Social Services Supportive Housing Team (“Housing Pod”) with most of the work taking place at tenant units and in the community.

The scope of work for the case manager is as follows:

- Eligibility and Intake
- Documentation of Homelessness and compliance
- Housing Stability and Increasing Income
- Eviction Prevention
- Vulnerable residents will be connected to support services
- Advocacy for residents to navigate systems
- Tracking Interventions and outcomes, with the goal of supporting long term sustainability, collaboration between service systems, and to keep at risk residents in their housing and off the streets.

RECOMMENDATION:

Staff recommends the Board approve Amendment #2 extending to the IGA between HACC and Social Services for six (6) months for a full-time case manager to assist the residents of Public Housing, adding \$55,000 to the total contract value. Staff recommends the Board authorize Commissioner Tootie Smith, Chair, to sign on behalf of the Housing Authority Board and on behalf of the Board of County Commissioners.

Respectfully submitted,



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

Intergovernmental Agreement
Between Housing Authority of Clackamas County and Social Services Division
for the Public Housing Case Manager H3S Contract No. 9247

INTERGOVERNMENTAL AGREEMENT AMENDMENT #2

This Amendment #2 is entered into between **the Housing Authority of Clackamas County** (“HACC”) and **Clackamas County**, on behalf of its Social Services Department (“SSD”), and shall become part of the intergovernmental agreement (“Agreement”) entered into between both parties on May 28, 2019.

The purpose of this Amendment #2 is to make the following changes to the Agreement:

Article III, Section A, Budget and Terms of Payment for Services Rendered, is hereby amended as follows: In consideration for SSD providing a half time Case Manager to HACC during the extended term of this Agreement, HACC agrees to pay SSD an additional \$55,000.00

Article VI, Term of Agreement, Section A, is hereby amended to extend the termination date from December 31, 2021 to **June 30, 2022**.

IN WITNESS HEREOF, the Parties have executed this Amendment #2 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

Signing on Behalf of the Housing Authority of
Clackamas County Board

**CLACKAMAS COUNTY BOARD OF
OF COUNTY COMMISSIONERS**

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

Signing on behalf of Clackamas County
Board of County Commissioners

Commissioner Tootie Smith, Chair Date

Commissioner Tootie Smith, Chair Date

Approved as to Form

County Counsel Date

December 9, 2021

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval to execute a construction contract between the Housing Authority of Clackamas County (HACC) and A-1 Quality Construction for the HACC Wide Flooring 2022-2024 Project #22001.

Funded through HUD Federal Capitol Grant Funds.

No County General Funds involved.

Purpose/Outcomes	Approval to execute a Construction contract between the HACC and A-1 Quality Construction to replace flooring throughout HACC Public Housing units on an as needed basis due to unit turn over.
Dollar Amount and Fiscal Impact	One-time expense not to exceed \$250,000.00
Funding Source(s)	HUD Federal Capital Grant Funds - No County General Funds are involved
Duration	730 days from date of notice to proceed
Previous Board Action	12/7/21 – Item at Issues
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding is in alignment with the H3S priority that residents experience opportunities for stable, affordable and quality housing by improving the flooring in HACC properties. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Counsel Review	November 18, 2021 - Andrew Naylor
Procurement Review	Per Resolution No. 1936, HACC adopted the Local Contract Review Board rules for HACC Procurements. HACC conducts its own procurements following its procurement handbook
Contact Person	Toni Karter, HACC Interim Executive Director (503) 650-3139
Contract Number	Contract No. c001-22

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department (H3S), issues an on demand contract every two years to remove and replace flooring in Public Housing units, as needed. Replacing flooring in a timely manner allows HACC to maintain its High Performer status and prevent safety hazards.

A-1 Quality Construction was selected through a competitive Request for Proposal process. The scope of work includes full and partial repair and replacement of flooring in Public Housing units. The last 2-year contract resulted in work to 44 different units. Procurement for this project followed

Healthy Families. Strong Communities.

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

www.clackamas.us

LCRB Rules and HACC procurement procedures which are in alignment with county procurement procedures.

RECOMMENDATION:

Staff recommends the Board approve the construction contract between HACC and A-1 Construction for HACC Wide Flooring 2022-2024 Project #22001. Staff also recommends the Board authorize Commissioner Tootie Smith, Chair to sign the contract on behalf of the Housing Authority Board of Commissioners.

Respectfully submitted,

A handwritten signature in cursive script that reads "Rodney Cook".

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

FORM OF CONTRACT
PROJECT #22001
Contract # c001-22

THIS CONTRACT, effective upon signature of both parties, is made by and between **A-1 Quality Construction (Contractor)**, a business entity authorized to do business in the State of Oregon, hereinafter called the "Contractor," and **the Housing Authority of Clackamas County** hereinafter call the "PHA."

WITNESSETH, that the Contractor and the PHA for the consideration stated herein mutually agreed as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work ("Work") described in the Contract Documents, defined below, or reasonably inferred therefrom, as required for completion of the **HACC WIDE FLOORING 2022-2024**, a prevailing wage project, **#22001**. Work shall be performed in strict accordance with this Contract and all Contract Documents, defined below, including the Scope of Work, HUD General Conditions, and any Addenda.

This Contract is on an "on-call" or "as-needed basis" for Work.

When the PHA wishes Contractor to perform the Work, PHA will submit a written task order detailing the particular scope of Work and the total compensation, pursuant to the rates set forth in this Contract. Contractor may not perform Work until PHA has issued the written task order.

No written task order shall modify or amend the terms and conditions of this Contract.

ARTICLE 2. The Contract Price. The PHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Scope of Work, a sum not to exceed two hundred fifty thousand dollars and zero cents. **(\$250,000.00)**.

ARTICLE 3. Contract Dates. The following critical dates are hereby set for the HACC WIDE FLOORING 2022-2024. Time is of the essence.

- A. START DATE: January 03, 2022
- B. SUBSTANTIAL COMPLETION DATE: N/A
- C. FINAL COMPLETION DATE: January 03, 2024

ARTICLE 4. Contract Documents. The Contract shall consist of the following component parts:

- a. This Agreement
- b. Bid Documents
- c. HUD General Conditions
- d. Addendum(s), if any
- e. Special Conditions
- f. Scope of Work

This instrument, together with the other documents enumerated in this Article 4, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 4 shall govern, except as otherwise specifically stated. The

various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

ARTICLE 5. Responsibility for Damages/Indemnity. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under the Contract, or from any act, omission or neglect of the Contractor, its subcontractors, employees, guests, visitors, invitees and agents.

To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by PHA) and hold harmless the PHA and its elected officials, officers, directors, agents, and employees (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses, demands and actions of any nature whatsoever which arise out of, result from or are related to: (a) any damage, injury, loss, expense, inconvenience or delay described in this Article 5; (b) any accident or occurrence which happens or is alleged to have happened in or about the project site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects; (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract; (d) the negligent acts or omissions of the Contractor, a subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140); and (e) any lien filed upon the project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article 5.

In claims against any person or entity indemnified under this Article 5 by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Article 5 shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 6. No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as described in ORS 279C.100, the employee shall be paid at least time and a half pay for (1) all overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday or (2) all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and all work the employee performs on Saturday and on any legal holiday specified in ORS 279C.540. All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. Contractor shall comply with the prohibition set forth in ORS 652.220, compliance of which is a material element of the Contract and a failure to comply is a breach entitling PHA to terminate the Contract for cause.

ARTICLE 7. Under the provisions of ORS 279C.515, if the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as the claim becomes due, the

proper officer representing the PHA may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the Contractor by reason of the contract.

If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

ARTICLE 8. The Contractor agrees to pay daily, weekly, weekend and holiday overtime as required by ORS 279C.520.

ARTICLE 9. The Contractor agrees that all employees/workers working on this project, whether employed by the Contractor or any subcontractor, shall be given written notice of the number of hours per day and days per week they may be required to work.

ARTICLE 10. The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

ARTICLE 11. The Contractors agrees to pay no less than the applicable state or federal prevailing wage rate, whichever is higher per ORS 279C.830(1)(b).

ARTICLE 12. The Contractor agrees to have a performance bond and payment bond in place before starting any work on the project per ORS 279C.380. The Contractor agrees to have filed a public works bond with the Construction Contractors Board before starting any work on the project.

ARTICLE 13. The Contractor agrees that every subcontract shall include a provision requiring all subcontractors to have a public works bond filed with the Construction Contractors Board before starting any work on the project per ORS 279C.830.

ARTICLE 14. Contractor certifies that both it and any of its subcontractors are (1) Registered to conduct business in the state of Oregon; (2) are actively licensed with the Oregon Construction Contractors Board; (3) are bonded and insured in amounts that meet or exceed the county's minimal requirements.

ARTICLE 15. CONTRACTOR shall:

- (1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
- (2) Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.
- (5) Demonstrate that an employee drug testing program is in place.

ARTICLE 16. The Contractor shall include in each subcontract those provisions required under ORS 279C.580.

ARTICLE 17. For demolition tasks, if any, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

ARTICLE 18. Tax Laws.

18.1 The Contractor 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 Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
- c) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- d) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

18.2 Contractor represents and warrants that, 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 Contractor's warranty in this Agreement that Contractor 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 PHA 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 Contractor, in an amount equal to PHA's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. PHA shall be entitled to recover any and all damages suffered as the result of PHA'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 PHA may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

ARTICLE 19. Reserved.

ARTICLE 20. Additional Terms

- (1) **Execution and Counterparts.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
- (2) **Integration.** The Contract Documents constitute the entire agreement between the Parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.
- (3) **Governing Law.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. 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.
- (4) **Compliance with Applicable Law.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract including, but not limited to, compliance with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.
- (5) **Reserved.**
- (6) **Compliance with Applicable Funding Source Requirements.** Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein. Contractor agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to

perform under this Contract including, but not limited to, executing all additional documentation necessary for PHA to comply with applicable State or Federal funding requirements.

- (7) **Debt Limitation.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- (8) **No attorney fees.** No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel.
- (9) **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- (10) **No Third Party Beneficiaries.** PHA and Contractor 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.
- (11) **Waiver.** The failure of PHA to enforce any provision of this Contract shall not constitute a waiver by PHA of that or any other provision.
- (12) **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. Contractor, by the signature hereto of its authorized representative, is an independent contractor, acknowledges having read and understood this contract, and contractor agrees to be bound by its terms and conditions.
- (13) **Responsibility for Taxes.** Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Agreement or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session).

HACC WIDE FLOORING 2022-2024 – PROJECT #22001
HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

A-1 Quality Construction

Contractor

 11-18-2021
Contractor Authorized Representative's
Signature / Date

Phil Coates, Owner

Contractor Authorized Representative's
Name / Title - Print or Type

542-23-1285

Federal I.D. Number

**14100 S. Carus Road, Oregon City, OR
97045**

Business Address - Street, City, State, Zip

143970

State of Oregon CCB License Number

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY BOARD**

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


**Signing on Behalf of the
Housing Authority Board**

Dated this ____ day of December, 2021.

Chair, Tootie Smith

Recording Secretary


Approved as to form

 11/19/2021

County Counsel

CERTIFICATION

I Phil Coates
certify that I am the Owner
at the corporation named as Contractor herein, that Phil Coates
who signed this Contract on behalf of the Contractor, was then Owner
of said corporation; that said Contract was duly signed for and in behalf of said
corporation by authority of its governing body, and is within the scope of its corporate
powers.

 11-18-2021
Authorized Representative's Signature / Date

Phil Coates, Owner
Authorized Representative's Name / Title - Print or Type